

**AGREEMENT FOR
ENGINEERING CONSULTING SERVICES
FOR THE LOS OSOS WASTE WATER PROJECT**

THIS AGREEMENT, entered into this ___ day of _____, 2006, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and CAROLLO ENGINEERS, a corporation whose address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598, herein called "ENGINEER."

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

WHEREAS, the County of San Luis Obispo has need for special services and advice with respect to the work described herein; and

WHEREAS, Contractor warrants that it has personnel that are licensed, trained, experienced, expert and competent to perform such special services;

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

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

2. **Time for Completion of Work.** No work shall be commenced prior to ENGINEER'S receipt of the COUNTY'S Notice to Proceed. All work shall be completed no later than December 12, 2008, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other

cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

3. Payment for Services:

a. **Compensation.** COUNTY shall pay to ENGINEER as compensation in full for all work required by this Agreement a sum not to exceed the total Agreement amount of \$627,702. ENGINEER'S compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the ENGINEER'S Cost Proposal attached hereto as Exhibit B, and incorporated herein by this reference. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

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

4. Accounting Records:

a. ENGINEER shall maintain accounting records in accordance with generally accepted accounting principles. The ENGINEER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The ENGINEER shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

b. ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of

worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER'S cost accounting records.

c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. ENGINEER shall safeguard the accounting records and supporting documentation.

d. ENGINEER shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the ENGINEER'S accounting records audited at ENGINEER'S expense by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

5. Contingency Fund for Changes in Scope of Service. No change in the character or extent of the work to be performed by ENGINEER shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by COUNTY to ENGINEER, if any. A contingency fund of \$221,796 is hereby created to address such changes to the scope of services and/or completion date. The COUNTY'S Board of Supervisors hereby delegates to the Director of Public Works and Transportation the authority to sign amendments to this Agreement that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the COUNTY with flexibility to respond to unanticipated events or conditions, and the ENGINEER has no right to make any claim against these funds except as so expressly provided in a written amendment to this Agreement.

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

such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void. This includes revisions to the project team as described in the organization chart (See Exhibit C). The Board of Supervisors hereby delegates to the Director of Public Works and Transportation the authority to approve revisions to the Project team described in the Organization Chart (Exhibit C) including the use of subcontractors by ENGINEER, in conformance with section 22 of this AGREEMENT. Said delegation to the Director of Public Works and Transportation is limited to the total fees and services described herein.

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

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

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

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

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

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$2,000,000.00.

The following endorsements must be provided in the CGL policy:

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

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

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

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

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

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

8. Indemnification. ENGINEER shall defend, indemnify and hold harmless the COUNTY and its principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, to the extent caused by the ENGINEER's negligent acts, errors or omissions, or willful misconduct. In the event that both COUNTY's and ENGINEER's wrongful act or lawful responsibility are the proximate cause of any liability or damages, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs.

9. Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to ENGINEER by the indemnification and insurance clauses.

10. ENGINEER'S Endorsement on Reports, etc. ENGINEER shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

11. Documents, Information and Materials Ownership. All documents, information and materials of any and every type prepared by the ENGINEER pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such

other information and materials as may have been accumulated by the ENGINEER in performing work under this Agreement, whether completed or in process. The ENGINEER shall assume no responsibility for the unintended use or reuse by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

12. Termination of Agreement Without Cause. Either Party may terminate this Agreement at any time by giving 45 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, ENGINEER shall be entitled to no further compensation or payment of any type from the COUNTY.

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

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

15. Covenant Against Contingent Fees: ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

17. Disputes & Claims:

a. Notice of Potential Claim. The ENGINEER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless ENGINEER has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the ENGINEER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this paragraph that differences between the parties relating to this

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

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

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

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

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

and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing ENGINEER'S compensation and/or benefits must be approved by the COUNTY'S Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. ENGINEER specifically acknowledges that in entering into and executing this Agreement, ENGINEER relies solely upon the provisions contained in this Agreement and no others.

20. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. Warranty of ENGINEER. ENGINEER warrants that ENGINEER and each of the personnel employed or otherwise retained by ENGINEER for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

22. Subcontractors

a. Other than work designated in Exhibits A and B to be performed by other persons, the ENGINEER shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY.

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

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

23. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in

San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

24. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the COUNTY at:

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

and to the ENGINEER: Mr. Lou Carella
Carollo Engineers
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

25. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

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

27. Restrictive Covenant. ENGINEER agrees that he will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

28. Quality Control and Quality Assurance. The ENGINEER shall provide a description of their Quality Control procedure. The process shall be implemented for all facets

of work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

29. County-Provided Data and Services. The COUNTY shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by COUNTY or others in performing ENGINEER's services under this Agreement.

30. Access. The COUNTY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

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

32. Standard of Care. The ENGINEER shall be responsible for professional negligence which is the exercise of skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards.

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

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

COUNTY OF SAN LUIS OBISPO

Date: _____, 20__

By: _____

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

ATTEST:

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

Date: _____

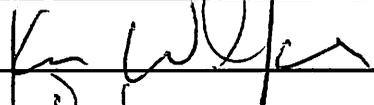
ENGINEER

Date: _____, 20__

By: 

Title: PARTNER

Date: _____, 20__

By: 

Title: Partner

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Chief Deputy County Counsel

Date: Dec. 1, 2006



SAN LUIS OBISPO COUNTY
LOS OSOS WASTEWATER PROJECT DEVELOPMENT
CONSULTING ENGINEERING SERVICES

SCOPE OF WORK

November 27, 2006

Introduction

The following scope of work is provided for Consulting Engineering Services in support of a County implemented wastewater project (Project) in Los Osos California. The primary objectives of this scope of work include the following:

- An alternatives analysis, substantially based on existing reports, identifying and describing Viable Project Alternatives (VPA's) that can be permitted, funded and constructed in the near future.
- Updated engineering estimates for an engineers report and a Proposition 218 assessment vote of property owners by November 2007
- Support services for County public communications efforts including educational efforts leading to a Community Advisory Vote by Spring 2008
- Support services for County environmental studies, permits and other reports.

Project Description

There is a long history behind efforts to develop a community wastewater project in Los Osos, and most recently that history includes legislative action by the State Assembly and signature of the Governor of California to transfer responsibilities for development and implementation of the wastewater project over to the County of San Luis Obispo from the Los Osos Community Services District. In response to this transfer of responsibility, the County Board of Supervisors (Board) has adopted the Project's key elements and strategies which necessitate the following "next steps:"

1. County Public Works staff would begin the process of preparing for a Proposition 218 election (alternatives site analyses, engineering reports, assessment analyses, etc.).
2. The County would conduct a Proposition 218 election to determine if property owners are willing to authorize assessments to pay for the special benefits of the project.
3. If the 218 election fails, LOCSD would resume responsibility for the project unless/until the state assumes responsibility for the project.
4. If the 218 election passes, the County would enter into a "due diligence" period to ensure that necessary agreements or actions are taken by other involved agencies (e.g. low-interest loan is approved by state, enforcement actions are held in abeyance, etc.).

5. The County will convene a Technical Advisory Committee (TAC) to develop a PRO/CON evaluation of Viable Project Alternatives; and to provide for a forum for public review and comments on the Viable Project Alternatives.
6. The County will implement a public communications program, and conduct a community advisory vote of the Viable Project Alternatives.
7. If approved by the Board of Supervisors via resolution, the County would design and construct the Project.
8. After a minimum of three years of operation, County and LOCSD, with concurrence from the RWQCB, may agree to return operational authority of the Project to the LOCSD.

The services provided under this scope of work generally follow the key elements and strategies approved by the Board for implementation of the Project. The Project management support and the wastewater engineering tasks, for which Carollo will be in the lead on the County's project team, include ten (10) tasks summarized as follows:

Task 1- Project Management Support

Task 2 - Prepare Work Plan

Task 3 - Review and Evaluate Existing Reports

Task 4 - Perform Rough Screening of Existing Reports for PVP's

Task 5 - Perform Final Screening of Alternatives (from PVP's to VPA's)

Task 6 - Perform Value Engineering

Task 7 - Support of Funding Authorization(s)

Task 8 - Support of Environmental Review and Compliance

Task 9 - Support of TAC and Community Advisory Election

Task 10 - Support of County Due Diligence Efforts

General Scope Assumptions

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

1. The proposed scope reflects Carollo's projection of the type and level of services required to complete this effort; however, Carollo also recognizes that this is a rapidly evolving project with many uncertainties at this time and modified services and/or additional services may be required during completion of this effort. The specific timing and phasing of tasks and sub-tasks will be periodically reviewed with the County and modified, as needed, to meet the needs of the project within the overall scope and fees described herein. Additional services and/or additional fees will require pre-approval by the Board.
2. Work will be performed on a time and materials basis in recognition that the scope and level of effort required to provide these services may be modified by County with little or no notice.

3. Work will generally be performed from Carollo's Walnut Creek office; however, resources from other Carollo offices will be used, as needed, to complete the project.
4. Project coordination and communication will generally be directed to occur between the County's Project Director and Carollo's project manager.
5. Carollo Engineers will participate and coordinate with other County departments and subconsultants working on this project including:

**Los Osos WWTP Project Development
 County Team**

County Team Member	Role
Cleath & Associates	Hydrogeology
Crawford, Mutari & Clark	Permitting & Environmental Review
TBD	Assessment Engineering
TBD	Geotechnical & Environmental Assessment
TBD	Survey
TBD/County staff	Right Of Way / Property Acquisition
TBD/County staff	Public Communications

6. Existing reports will be made available to Carollo, including but not limited to plans and specifications of the previous Project designs, previous reports, mapping for Los Osos community, and any other relevant system information.
7. Cost estimates of proposed improvements will be prepared based on Carollo's professional opinion of approximate costs at this time and are subject to change as the project design matures. Carollo has no control over variance in the cost of labor, materials, equipment, and services provided by others, contractors' methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the estimates provided.

SCOPE OF WORK

Carollo will provide two primary services as Consulting Engineers on the Project: These primary services include Project Management support and wastewater system engineering lead for the development of project alternatives. The scope of work that follows reflects this dual role of services.

Task 1 - Project Management Support

Objectives

The objective of this task is to serve as an extension of County Project Management staff in coordinating engineering disciplines and related services required for project development and completion of a Proposition 218 election and community advisory vote.

Task Description

This task generally consists of supporting and coordinating with the County's Project Management team, and coordinating tasks outlined in subsequent sections of the scope of work:

Project Management Meetings: Carollo will attend a County coordinated kick-off meeting with key consultants' staff, key Carollo staff, and County staff. The meeting purpose will be to establish common project objectives, roles, and responsibilities, and review the proposed project schedule.

Carollo will participate in monthly project progress meetings through to project completion with the County's Project Director and other County staff to discuss project status, action items, and potential areas of concern.

Carollo will also attend coordination meetings called by the County with the Technical Advisory Committee (TAC) and the County's consultant team. The County's Project Director will determine Carollo's role in these meetings.

Project Management, Progress Reporting, Cost and Schedule Control: Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and manpower. Carollo will prepare monthly project progress reports that update the County on the current status of the project including updates of technical, schedule and budget issues.

Board and Public Presentations: Carollo will prepare presentation material for Board and public presentations and will participate in presenting project material, as requested by the County's Project Director.

Project Description: Carollo will prepare a detailed description of the proposed Project facilities and features after the performance of the other tasks included in this scope to assist final environmental review, financial planning, regulatory discussions, and other project implementation efforts and after the County's completion of a Prop. 218 property owner assessment vote, a community advisory vote, due diligence efforts and applicable Board direction.

Assumptions

1. It is anticipated that project development phase of the Los Osos WWTP project will be from December 2006 to May 2008 (18 months).
2. Carollo's Project Manager and assistant Project Manager will generally attend project management meetings.
3. One project kickoff meeting and a two-day strategy meeting have been budgeted.
4. 18 monthly progress meetings, 18 project team meetings, and 18 TAC / public meetings have been budgeted.
5. A total of 18 monthly progress reports will be prepared (including schedule updates)
6. Weekly conference calls will be held with County staff and the project team.
7. Up to four Board and six public presentations have been budgeted.

Deliverables

- Project Management Meetings:
 1. Attendance at project kick-off meeting and two-day strategy meeting.

2. Attendance and meeting summaries for monthly progress meetings and meetings with TAC and County consultant team.
 3. Participation in weekly conference calls.
 4. Attendance in board and public presentations.
- Monthly Project Management, cost and schedule control reports.
 - Project Description(s).
 - Meeting notes from meetings with the TAC.

Task 2 - Prepare Work Plan

Objectives

The objective of this task is to develop a work plan for accomplishing the engineering tasks required to support the Proposition 218 Election, the Community Advisory vote and other Project implementation issues including design and construction. Elements of the Work Plan will include identifying water quality objectives, confirming flow requirements, identifying RWQCB compliance issues, and developing a project flow diagram and work schedule.

Task Description

This task consists of preparing a work plan that identifies the conditions for proceeding with the engineering tasks required for the project.

Key Project Issues: Carollo will review the Project's history and documents with County staff, prior project consultants, and staff and officials of other agencies to identify key issues affecting Project development including Project permitting, funding, constructability and community acceptance.

Identify Water Quality Objectives: Carollo will evaluate National Pollutant Discharge Elimination System (NPDES) permit or other discharge or water quality requirements. Based on this information, Carollo will establish water quality goals for constituents that include but are not necessarily limited to organics, suspended solids, nitrogen, fecal coliform bacteria, temperature, pH, and phosphorous.

Confirm flow requirements: Flow and loading projections have already been developed under previous work. Previous flow and loading estimates will be evaluated and confirmed. Carollo will review and comment on previous projections and conduct work necessary to confirm the population, flow, and waste load data for the Los Osos service area. Flow peaking factors will be confirmed for maximum month, maximum day, and peak hour.

This work will also consider water conservation efforts to be implemented by the Los Osos Community, as well as the effect of the choice of collection systems on projected flows.

Using these projections and available plant loading data, Carollo will confirm and/or establish loading estimates and peaking factors for constituents identified including but not necessarily limited to organic, solids, phosphorus and nitrogen loading to the plant, including BOD, total suspended solids (TSS), and total nitrogen (TN) loading to the treatment plant.

Identify RWQCB compliance issues: Carollo will summarize issues required for RWQCB compliance based on feedback from the RWQCB response letter to the Updated Facilities Plan, discussions with RWQCB staff, and the RWQCB compliance order.

Develop a project flow diagram: Carollo will prepare a work plan flow schematic that ties together the project schedule, anticipated results, workshops, work products and engineering tasks.

Prepare Engineering Tasks Schedule: Carollo will develop a schedule for the engineering tasks associated with the Los Osos WWTP Development Project, monitor progress on a weekly basis, and update the schedule on a monthly basis.

Assumptions

1. One meeting with representatives of the RWQCB to establish likely approach to NPDES permitting has been budgeted.
2. Flow and load projections will be based on previous reports, updated to reflect the latest planning efforts of the community.
3. The project schedule will anticipate a Proposition 218 election in November 2007 and a community advisory vote in Spring 2008.

Deliverables:

- Project Work Plan identifying key project issues, water quality objectives, confirming flow requirements, and identifying RWQCB compliance issues.
- Engineering tasks flow diagram
- Engineering tasks schedule

Task 3 - Receive and Review Existing Reports

Objectives

The objective of this task is to obtain and compile previously prepared reports, engineering documents, and correspondence that will provide background for understanding work completed to date. This information will become the basis for preparing alternatives analysis and engineering estimates, and for moving forward with the Project development.

Task Description

The Carollo team will receive and review the existing information including engineering reports, studies, environmental documents, geotechnical investigations, and permits identified in the County's Master Document List (includes over 60 documents dating from 1972 to 2006). Carollo will also receive and review project planning and design documents that have been previously prepared for the project as identified in the County's Project Alternatives Documents list (included over 20 documents dating from 1984 to 2006). And finally, Carollo will review Project Elements and Strategies, including the 2005 "near compromise" between the Los Osos CSD and the SWRCB.

In addition, Carollo will meet with previous phase Project consultants; CSD staff; and regulatory agencies (RWQCB, DHS, and Coastal Commission) to gain a complete understanding of the work completed to date on the project. Some prior Project consultants may serve as subconsultants to the Carollo team, upon approval of the County, to provide an historic perspective of the previous planning, design and construction activities associated with the collection, treatment and disposal system designs for the Project.

Assumptions

1. County will provide available reports and information identified in the Master Document List and the Project Alternatives Documents List.
2. Prior Project consultants will be available to Carollo, which may be in the capacity as subconsultant to the Carollo team upon County approval.
3. Three half-day meetings with previous project consultants have been budgeted.

Deliverables

- Technical memorandum summarizing reports reviewed and key Project issues and findings for use in the Project Work Plan, alternatives analysis, and updated engineering estimates.

Task 4. - Perform Rough Screening of Potentially Viable Project Alternatives (PVP's)

Objectives

The objective of this task is to perform a rough screening of existing project reports in order to develop a list of Potentially Viable Projects (PVPs) for further evaluation. The rough screening will document previously identified alternative sites, collection systems, treatment technologies and solids disposal methods, reuse/recharge/groundwater management methods, and other project concepts. A primary purpose of the rough screening is to develop a "short-list" of PVP's and to eliminate those alternatives that have fatal flaws or significantly problematic challenges that make permitting, funding and construction of the alternative unlikely.

Task Description

Review identified sites: Numerous properties throughout the Los Osos Community (both within the service limits and outside the service limits) have been previously identified for the treatment plant. These locations require confirmation as which may be the most potentially viable treatment plant sites. Carollo will work with County staff and other Project consultants to determine which sites may be appropriate for the Project, and which should be eliminated from further consideration. Carollo will also conduct various tasks in support of the siting evaluation including, but not limited to, the following:

- **Permitting** – Can the site be permitted for wastewater treatment and disposal in the near future while considering zoning and land use issues, wetland, floodplain and environmental constraints (including archeological constraints)?
- **Geography** - Is the site geographically and topographically positioned to benefit the treatment plant and discharge locations?
- **Constructability** - Is the site large enough? Are geotechnical conditions amenable to use as a treatment plant site? Is disposal of solids and treated effluent from the site foreseeable?
- **Availability** - Who owns the site and if acquisition is necessary, is the seller willing to sell the property at an acceptable price?
- **Community Acceptance** – Is it possible that the site will be acceptable to the community?
- **Funding** – Is it likely that the site can be incorporated into a Project that is fundable?

Review Collection System Alternatives: Previous comparisons have been made of alternative collection systems for the Los Osos community, including primarily gravity

systems and STEP/STEG systems. Carollo will review and evaluate these previous studies and summarize their findings in a memorandum. Once alternative WWTP sites have been short-listed, the collection system alternatives will be reviewed and evaluated to determine possible collection system configuration(s) for the community.

In addition to gravity and STEP/STEG systems, Carollo will include the evaluation of a vacuum collection system alternative that may be appropriate for certain low lying areas of the Los Osos Community.

Carollo will evaluate hydraulics for the collection system alternatives and identify primary pipeline sizes required to pass peak during a range of flow conditions, including low flow conditions.

Review Treatment Technologies/ solids Disposal: Work under this task involves review of existing reports of treatment alternatives and cost estimates for treatment technologies and solids disposal options. Carollo will develop alternative treatment process configurations and ancillary components based on loading, effluent treatment requirements, reliability, redundancy, and design requirements. Capacity required for expected flows and for adequate treatment and removal of the expected solids and organics loadings will also be evaluated and considered. Carollo will compare information utilized by previous project consultants, including prior Project consultants in the most recent planning of treatment and solids disposal facilities.

Disinfection - As part of the review of treatment technologies, Carollo will compare those alternatives in existing reports to design requirements for disinfection including dechlorination requirements, and requirements for reliability, redundancy, and design. Carollo will develop alternatives for disinfection including using hypochlorite for disinfection and sodium bisulfite for dechlorination, and ultraviolet disinfection. Conceptual-level designs, sizing of components, and capital and operating cost estimates will be prepared.

Solids Handling - Carollo will review and evaluate solids handling requirements consistent with treatment alternatives developed above. Alternatives for on-site solids handling for comparison with hauling of solids off-site will be considered. Conceptual-level designs, sizing of components, and capital and operating cost estimates will be prepared.

Review identified Reuse/ Recharge/ Groundwater Management Methods: Based on current regulations and identified treatment and facilities requirements, Carollo will review and evaluate alternatives in existing reports for land disposal, recharge, crop irrigation, and sea water intrusion injection of wastewater effluent. Previously identified disposal options such as the Broderson site, creek disposal, and urban reuse will be considered along with new options identified in the Updated Facilities Plan.

Carollo will review and evaluate land requirements, permitting restrictions, and capital, operating, and life cycle cost estimates. Carollo will coordinate closely with the project hydrogeologist to review and evaluate existing alternatives for wastewater disposal. Carollo will utilize a subconsultant (if required) to help review and evaluate land requirements and permitting restrictions based on an initial soil survey review of potential sites without extensive field reconnaissance. Carollo's review and evaluation will also recognize that it is likely that more than one disposal alternative will be utilized for the project.

It is possible that seasonal storage will be a part of some disposal alternatives. Where this is the case, Carollo will identify requirements, calculate the mass balance, and develop conceptual level storage facility configurations for specific storage sites.

Effluent criteria based upon TMDL and regulatory criteria will be assessed for TSS, BOD, temperature, pH and phosphorus. Anticipated effluent water quality data will be developed as part of establishing water quality goals.

Carollo will complete the hydraulic analysis to ensure suitable hydraulic performance and assess the need for effluent pumping.

Identify Other Project Components: Carollo will identify and evaluate other project components such as odor control facilities and system electrical and SCADA needs.

Odor Control Facilities - Carollo will evaluate the need for odor control facilities and outline odor impacts on surrounding properties. Carollo will prepare odor control alternatives and conceptual design for odor control system components, size appropriately, and prepare capital and operating cost estimates.

System Electrical and SCADA Needs - Carollo will evaluate system electrical needs including plant and collection system pump station back-up power generation. Carollo will develop a conceptual plan for system SCADA needs, including alternatives for remote monitoring and control of the plant and appropriate alarm systems.

Review Schedule and Cost Considerations - Carollo will outline the long-term implementation schedule and cost issues that may impact the rough screening of potentially viable projects. Carollo will provide input of the engineering critical path items to the County's project master schedule (through project implementation), and will identify critical tasks for coordination of other project components, i.e. environmental review, permitting, project financing, community outreach, Proposition 218 election, and for the community advisory vote.

The County will be in the lead for maintaining the overall project cost estimate. Carollo will provide input of the long-term implementation design and construction cost items to the County's project estimate, and will also identify engineering and facilities costs that may impact other project components.

Conduct Rough Screening Workshop - Carollo will assist the County in conducting a workshop with County staff and other project consultants to outline the pro/con considerations of project components for ranking of Potentially Viable Project alternatives.

Prepare Report on Potentially Viable Project Alternatives - Carollo will prepare a Report of Potentially Viable Project Alternatives for review and approval by the County, and for submittal for review by the TAC, the RWQCB and other agencies. The Report will summarize the above noted tasks and efficiently present a comparison of the potential project components, and short-list of components to be taken to the next level of evaluation. The report will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Population and Flow studies
- Regulatory requirements
- WWTP site alternatives
- Collection system alternatives

- Treatment technologies and solids disposal alternatives
- Disposal and Reuse alternatives
- Other project components
- Environmental and Permitting considerations
- Schedule and cost considerations
- Appendices

Assumptions

1. The majority of system components and configurations to be evaluated in the rough screening will be from previous reports and/or designs.
2. The rough screening of PVPs will include a matrix of system components, i.e. the rough screening will be by site alternatives, collection system, treatment technologies and disposal options (including potential wastewater reuse).
3. One rough screening workshop has been budgeted.
4. Six draft and six final copies of the Report of Potential Viable Project Alternatives will be submitted.

Deliverables

- A Report of Potentially Viable Project Alternatives identifying Project system alternatives, by component, including alternative sites, collection system, treatment and solids handling alternatives, and disposal options. The report will include the list of component alternatives evaluated, and a recommendation of alternatives to carry forward to the next round of system evaluation.
- Conceptual level cost estimates of the PVP's.
- Hydraulic analysis of the collection system alternatives, treatment processes, and disposal alternatives for sizing of facilities.
- Identification of potential groundwater management and/or reuse options (as opposed to disposal options).
- Engineering task schedule and facilities cost estimates for input into the County maintained overall project master schedule and the project cost estimate.
- Preparation, attendance and summary notes from a rough screening workshop.

Task 5 - Perform Final Screening of Alternatives

Objectives

The objective of this task is to perform a final screening of the Potentially Viable Project alternatives for detailed evaluation and short-list the final Viable Project Alternatives (VPA's). The final Viable Project Alternatives will include alternative Project sites, collection system alternative configurations, treatment technologies and solids disposal methods, and reuse/recharge/groundwater management methods. The development of final VPA's will be accomplished through 1) a draft report that is circulated to the Technical Advisory Committee and other agencies and 2) a final report, which will be presented to the Board of Supervisors for approval of the Viable Project Alternatives prior to the Board's direction to proceed with a Prop. 218 vote.

Task Description

The final screening of alternatives will incorporate the tasks identified in Task 4, but to the next level of detail, and will include updated estimates and evaluation by Carollo. The purpose of the more detailed evaluation will be to further define each Project component alternative in order to further identify implementation issues, develop more accurate cost estimates, support the environmental documentation, provide background for the Proposition 218 election, and provide a basis for the community advisory vote.

The final screening will result in a list of the most Viable Project Alternatives including sites, collection systems, treatment technologies and solids disposal methods, and reuse/recharge/groundwater management methods. The final VPA's are those that are deemed to be most able to obtain permits and funding, can be constructed, and most likely to be acceptable to the community in the near future.

Final Screening of Potentially Viable Projects - Carollo will develop alternatives for Project configurations based on combinations of the most potentially viable project components identified in the Task 4. Potential variations of project components will include site alternatives, collection system, treatment technologies and solids handling, and disposal/reuse methods that can be utilized in combination to form a complete project alternative.

Carollo will evaluate the engineering aspects of each alternative project component, such as design criteria, sizing of unit processes, reliability, ease of operation and maintenance, ease of obtaining permits, public acceptability, and environmental impacts. Carollo will prepare capital cost estimates for initial investment and repair/replacement, and annual operation and maintenance cost estimates for the various alternatives and their variations. Carollo will also provide preliminary layouts of the short-listed project components, including conceptual site plans and hydraulic profiles. The final screening of alternatives, including cost estimates and schedule considerations, will be documented in a Report of Viable Project Alternatives.

A workshop with the TAC and selected project consultants will be conducted to present the results of detailed evaluation developed as a part of this task. Conceptual level site plans and cost estimates will be presented so that County staff and the TAC can provide direction for moving forward to a community advisory vote.

Prepare Project Cost Estimates - Carollo will prepare an estimate of probable cost for the alternative projects (plant site, collection and effluent disposal), including establishing allowances for costs that cannot be estimated directly. Carollo will establish design allowances for contingency, environmental mitigations, land acquisitions, legal, and other costs associated with the project. Allowances will be made for cost inflation to the anticipated start date of the project. Operations and maintenance costs and project alternative life cycle costs for equipment and facilities repairs and replacements will be developed.

Review Environmental and Permitting Considerations - The County's environmental permitting consultant will assist the County's environmental documentation and permitting for the Project. Carollo will support the County's consultant with project descriptions and identification of anticipated environmental (including archeological), construction and community impacts of the project. Environmental impacts and permitting requirements will be part of the evaluation criteria to determine Viable Project Alternatives.

Report of Viable Project Alternatives - Carollo will prepare a Report of Viable Project Alternatives for review and approval by the County, and submittal and review by the TAC

and the RWQCB. The Report will be prepared in a format that is adaptable to the County's requirements for a Proposition 218 election, community advisory vote, and other funding requirements. The Report of Viable Project Alternatives will build on the information presented in the previous tasks. The report will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Population and Flow studies (from PVP report)
- Regulatory requirements (from PVP report)
- WWTP site alternatives
- Collection system alternatives
- Treatment technologies and solids disposal alternatives
- Disposal and Reuse alternatives
- Other project components
- Environmental and Permitting considerations
- Schedule and cost considerations
- Appendices

Assumptions

1. The final screening of Potentially Viable Projects will result in a matrix of system components, with up to three viable alternatives for each component.
2. Up to three final WWTP Project configurations will be developed from a combination of project components. The final configurations will be selected in a workshop setting by County staff and the Technical Advisory Committee. It is these final project configurations that will be presented to the community for an advisory vote.
3. Project cost estimates that result from this final screening will be prepared in a format to support the Proposition 218 election, SRF loan reapplication, and other funding option requirements.
4. One final screening workshop has been budgeted.
5. Six draft and six final copies of the Report of Viable Project Alternatives will be submitted.

Deliverables

- The final screening of potentially viable projects will be summarized in a Report of Viable Project Alternatives. The report will include 1) a draft report that is circulated to the Technical Advisory Committee and other agencies and 2) a final report, which will be presented to the Board of Supervisors for approval of the Viable Project Alternatives prior to the Board's direction to proceed with a Prop. 218 vote.
- Planning-level Project cost estimates of VPA's in support of a Proposition 218 Election.
- Hydraulic analysis of the collection system alternatives, WWTP processes (hydraulic profiles), and disposal alternatives.
- Project description, identification of project impacts, and other technical information required to support the environmental review and permitting process.

- Updates of engineering task schedule and facilities cost estimate for input into the County maintained overall project master schedule and the project cost estimate.

Task 6 - Perform Value Engineering

Objectives

The purpose of this task is to evaluate alternative contracting methods, and to refine other project features such as permitting agency considerations; easement and ROW needs, and project financial implications.

Task Description

Evaluate Alternative Contracting Methods - Carollo will evaluate alternative delivery plans, including identifying procurement strategies, contract packaging, guidelines and standards that addresses the following project elements:

- Define procurement objectives.
- Identify constraints (schedule, permitting risk, procurement rules, assessment of local construction capabilities, etc.).
- Evaluate procurement alternatives (prequalification of contractors, possible pipe pre-purchase, alternate delivery approaches, engineer-led versus contractor-led DB, CMGC, etc.).
- Solicit general contractor and pipe supplier input in the plan development to validate schedule and risk assumptions.

This task will include a workshop to solicit input from prospective contractors, and to review anticipated contracting approach and contract packages. This task will also include recommendations (or not) for administration of pre-purchasing of project materials.

Assumptions

1. County staff will present their preferences for materials, equipment and construction packaging guidelines as they relate to possible delivery options.
2. Carollo will seek feedback from previous project consultants regarding contract packaging and equipment procurement options previously considered.

Deliverables

- Technical Memorandum outlining options for Alternative Contracting Methods.

Refine Project Features - The objective of this task is to identify regulatory, utility, and land use permits, and identify a recommended plan to obtain the required permits. This task will be coordinated with Task 5, Fine Screening of Potential Project Alternatives, to provide a reconnaissance-level review of anticipated permitting requirements associated with WWTP system alternatives.

Upon identifying the required permits, Carollo will develop a permitting plan, and begin discussions with permitting agencies to ensure an understanding of compliance requirements. The permitting plan will include key permit issues and potential schedule and cost implications.

Assumptions

1. Permits will be identified only.

Deliverables

- Technical Memorandum identifying the required permits, required permit processes, and anticipated schedule and budget impacts.

Identify property acquisition/easement/ ROW requirements - The objective of this task is to identify property, easement and ROW requirements for development of alternative WWTP sites, collection system pipelines, and disposal options. Carollo will identify constraints and coordinate with County staff to develop an approach for possible easement and ROW acquisitions. A summary of the required property, ROW and easement requirements, and potential schedule and cost impacts will be summarized in a Technical Memorandum.

Assumptions

1. Property acquisition, ROW and easement requirements only will be identified.

Deliverables

- Technical memorandum summarizing property acquisition, easement and ROW constraints and work plan to initiate acquisitions and/or leases.

Project Financing Implications - The objective of this task is to work with County staff to identify the implications of potential project financing options on the engineering requirements for the project. Proposition 218 election requirements, SRF loan requirements, and bond financing requirements may each have implications on the engineering tasks and schedule for the project. The issues for project financing will be investigated and summarized in a Technical Memorandum.

Assumptions

1. Carollo will provide engineering support for project financing.
2. Carollo will seek feedback from previous project consultants regarding project financing requirements incorporated into previous designs.

Deliverables

- Technical memorandum summarizing project financing issues as they relate to the engineering effort, and their potential impact on the project schedule.

Task 7 - Funding Authorization Support

Objective

The objective of this task is to provide engineering support and cost estimates for alternative funding options for the project, including SRF loan, Proposition 218 election (and associated assessment engineering, by others), and possible bond financing.

Task Description

Carollo will support the County's project finance team with cost estimates, project descriptions, cash flow schedules, identification of "eligible project costs", and identification of benefits, for input into the funding authorization efforts (to be led by others). It is anticipated that early project estimates will be in support of the Proposition 218 election and will be specifically formatted to conform to those and the assessment engineering requirements. Carollo will also incorporate SRF loan authorization requirements for format and content of project cost estimates.

Assumptions

1. Carollo will be in a support role to the County's finance team in the task.

Deliverables

- Planning-level project cost estimates, project descriptions, schedules, and identification of benefits for input to the County's funding authorization effort.

Task 8 - Environmental Review and Compliance Support

Objectives

The objective of the environmental review support is to prepare project descriptions and to identify environmental issues and/or constraints with the proposed Project alternatives in support of the environmental review effort (to be led by others). The review will include assisting in identifying potential fatal flaws from an environmental standpoint of proposed alternatives (including archeological constraints) and developing possible mitigation strategies for any environmental constraints identified.

Task Description

Carollo will review and summarize previously identified environmental issues and/or constraints associated with the proposed project alternatives and assess the potential impacts of those constraints. Carollo will then work with the County's environmental consultant to help identify fatal flaws in the rough screening of alternatives, and environmental impacts and mitigations in the fine screening of alternatives.

In addition, it is anticipated that the project will require an EIR document addendum. Carollo will support the County's environmental consultant in the development of a revised project description and identification of new project impacts and mitigations. Carollo will also support the County's environmental consultant in discussions with the regulatory agencies.

Assumptions

1. Carollo will be in a support role to the County's environmental team in the task.
2. Carollo will seek feedback from previous project consultants regarding environmental impacts and mitigations previously considered.
3. Attendance at three meetings with regulatory agencies has been budgeted.

Deliverables

- Project descriptions, schedules, and identification of impacts for input to the County's environmental review effort.
- Participation in mitigation strategy development

Task 9 - Advisory Committee and Election Support

Objectives

The objective of this task is to support the County's effort in the planning, management and implementation of a public information and public engagement program required to support the Proposition 218 vote and the community advisory election.

Task Description

The County's information outreach effort will be implemented in two phases. The first phase will be the presentation and review of the viable project alternatives; including the development of financial, environmental, and water resources pros and cons in advance of the Proposition 218 election. Carollo's role will be to provide project technical descriptions,

develop pro and con arguments for implementation of various project components, prepare technical graphics for presentation, and participate in public presentations.

Upon successful passage of the Proposition 218 election, the second phase will be to support the County in the development of an information program in preparation of the community advisory vote. Carollo will continue provide project descriptions and graphic presentation of alternatives, and attend public meetings with County staff to present the viable project alternatives.

Assumptions

1. Carollo will be in a support role to the County's outreach team in the task.
2. Three public presentations and workshop meetings with the community have been budgeted to support the Proposition 218 election.
3. Three public presentations and workshop meetings with the community have been budgeted to support the community advisory vote.

Deliverables

- Participation in public information strategy development.
- Project descriptions, schedules, and identification of alternative pros and cons for presentation to the community.
- Technical graphics for presentations.
- Participation with County staff in public presentations.

Task 10 - Due Diligence Support

Objectives

The objective of this task will be to support the County's effort in its due diligence process with the Regional Water Quality Control Board (RWQCB) for enforcement action abeyance, the State Water Recourses Control Board (SWRCB) for SRF loan approval, and the Coastal Commission for permit application approval.

Task Description

The County's due diligence process with the RWQCB, the SWRCB and the Coastal Commission will be an on-going effort, however, its primary effort will take place following completion of the Report of Viable Project Alternatives and the Proposition 218 election. The due diligence process will identify conditions, schedules, mitigation measures, and costs associated with agency approvals for the project. Carollo's role will be to provide project technical descriptions and cost estimates, to develop agency directed pro and con arguments for implementation of various project components, prepare technical graphics for presentation, and participate in agency presentations.

Carollo will attend agency meetings with County staff, and continue to assist in the due diligence process up to the Community Advisory vote. Final agency approvals and/or permits will not be obtained as part of this due diligence process.

Assumptions

1. Carollo will be in a support role to County staff in the due diligence process.
2. Three agency meetings and presentations have been budgeted.

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Deliverables

- Participation in agency due diligence strategy development.
- Project descriptions, schedules, and identification of alternative pros and cons for presentation to the agencies.
- Participation with County staff in agency presentations.

SCHEDULE

Milestone completion dates for the main elements of the work are as follows:

Contract Award	November 2006
Startup Meeting	December 2006
Draft Report of Viable Project Alternatives	April 2007
Board review of Viable Project Alternatives	August 2007
Proposition 218 vote	December 2007
Complete Environmental Review	January 2008
Community Advisory vote	Spring 2008

Task Description		Costs
1.0	Project Management Support (18 months)	
	Pre-218	\$121,975
	Post-218	\$60,077
2.0	Prepare Work Plan	\$20,930
3.0	Review and Evaluate Existing Reports	\$54,721
4.0	Perform Rough Screening of Existing Reports for PVP's	\$165,247
5.0	Perform Final Screening of Alternatives (from PVP's to VPA's)	
	Pre-218	\$233,247
	Post-218	\$24,805
6.0	Perform Value Engineering	
	Pre-218	\$12,048
	Post-218	\$48,993
7.0	Support Funding Authorization Effort	\$20,930
8.0	Support Environmental Review and Compliance Effort	\$20,920
9.0	Support Advisory Committee and Election Effort	
	Pre-218	\$19,535
	Post-218	\$26,375
10.0	Support Due Diligence	\$19,696
	Pre-218 Total	\$627,702
	Post 218 Total	\$221,796
	Total Cost	\$849,498

**EXHIBIT B
SUMMARY COST ESTIMATE**

**CAROLLO ENGINEERS, PC
FEE SCHEDULE**

**As of March 1, 2007
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$120.00
Professional	165.00
Project Professional	190.00
Lead Project Professional	205.00
Senior Professional	215.00
Technicians	
Technicians	95.00
Senior Technicians	140.00
Support Staff	
Word Processing / Clerical	80.00
Project Equipment Communication Expense (PECE) Per DL Hour	9.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage	.445/mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

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

**EXHIBIT C
ORGANIZATION CHART**

