

COPY



*Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California*

BOARD ORDER No. 09-55

APPROVE A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH)
GEORESTORATION, INC. CONSULTANTS IN AN AMOUNT NOT TO EXCEED)
\$561,670 BEGINNING JANUARY 1, 2010 AND ENDING JUNE 30, 2013 TO)
PROVIDE MITIGATION, MONITORING, REPORTING, AND EMERGENCY)
RESPONSE SERVICES FOR CONTAMINANT RISK REMOVAL AND SITE)
INVESTIGATION AT NACIMIENTO AND SAN ANTONIO RESERVOIRS; AND,)
AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT)
UPON COUNTY COUNSEL APPROVAL AS TO FORM)

Upon motion of Director Collins, seconded by Director Mendez, and carried by those members present, the Board of Directors hereby:

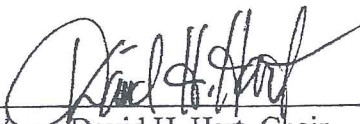
1. Approves a multi-year professional services agreement with GeoRestoration, Inc., Consultants in an amount not to exceed \$561,670 beginning January 1, 2010 and ending June 30, 2013 to provide mitigation, monitoring, reporting, and emergency response services for contaminant risk removal and site investigation at Nacimiento and San Antonio Reservoirs; and,
2. Authorizes the General Manager to execute the agreement upon County Counsel approval as to form.


PASSED AND ADOPTED on this 23rd day of November 2009, by the following vote, to-wit:

AYES: Directors Hart, Ortiz, Bernardi, Bunn, Collins, Ekelund, Mendez, Moitoso, and Morgantini

NOES: None

ABSENT: None


BY: David H. Hart, Chair
Board of Directors


ATTEST: Curtis V. Weeks
General Manager

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

This is an agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and GeoRestoration, Inc., a California Corporation, Address - see p. 8, Sec. 27, hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:
Regulatory mandated mitigation, monitoring, and reporting; and Emergency Response Services for contaminant risk removal at Nacimiento and San Antonio reservoirs.
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until the work required by this Agreement is completed.

3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Five hundred sixty one thousand six hundred and seventy dollars (\$ 561,670).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the

insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data. CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment

of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

12. Non-discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent CONTRACTOR. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be Roger Dockter, P.G. 6152; Agency's designated administrator of this Agreement shall be Kathleen Thomasberg.

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY

Name: Kathleen Thomasberg

Address: 893 Blanco Circle
Salinas, CA 93901

Telephone: 831.755.4963

Fax: 831.424.7935

E-Mail: thomasbergk@co.monterey.ca.us

TO CONTRACTOR

Name: Roger Dockter

Address: 15940 Concord Circle, Suite 100
Morgan Hill, CA 95037

Telephone: 408.779.5533

Fax: 408.779.5530

E-Mail: dockter@georestoration.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work / Work Schedule

Exhibit B - Fee Schedule

Exhibit C - Electronic Deliverables

32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

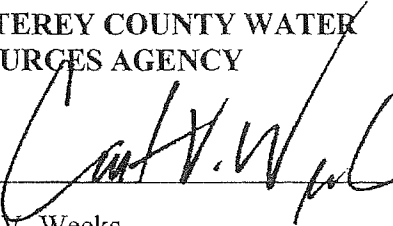
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

IN WITNESS WHEREOF, Agency and CONTRACTOR execute this agreement as follows:

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

BY:

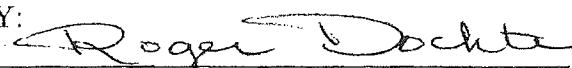


Curtis V. Weeks
General Manager

Date:

2/5/10

BY:



Type Name: Roger Dockter, P.G.

Title: Project Manager

Date:

12/9/09

BY:

Type Name: _____

Title: _____

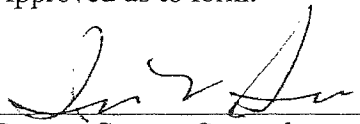
Date: _____

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

(_____)
Agreement/Amendment No # (_____)

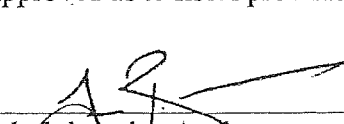
Approved as to form:



Deputy County Counsel

Dated: 12/16/09

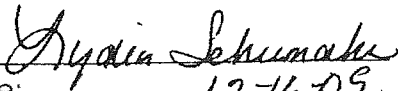
Approved as to fiscal provisions:

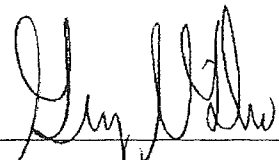


Administrative Analyst

Dated: 2/3/10

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
Risk Management LANGUAGE

By: 
Date: 12-16-09



Auditor-Controller:

Dated: 2-4-10

GRI

GeoRestoration, Inc.
(408) 779-5533

15940 Concord Circle, Suite 100
Morgan Hill, CA 95037

November 12, 2009

Ms. Kathleen Thomasberg
Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

**Subject: Proposal for:
Lake Nacimiento Resort Monitoring, Reporting and Site Investigation
and
Lake San Antonio Resort Monitoring, Reporting and Site
Evaluation/Mitigation**

Dear Ms. Thomasberg:

1. Lake Nacimiento Resort

For your consideration, GeoRestoration, Inc. is pleased to submit the cost to provide the items needed to comply with the Regional Water Quality Control Board (RWQCB) letter dated June 24, 2009. The letter requested a continuation of the groundwater monitoring and reporting program, start a quarterly surface water monitoring of Lake Nacimiento, and preparation of a site investigation workplan for continued investigation of the Lake Nacimiento Resort fuel release case. Following are the scopes of work, descriptions for costs of the items proposed for the *yearly/quarterly monitoring program* and the *site evaluation*.

2. Lake San Antonio Resort

I have also provided a cost for a monitoring and reporting program for Lake San Antonio, based on the RWQCB letter dated July 20, 2009 that changed the monitoring from quarterly to semi-annual and the elements of an Remedial Action Plane requested for the Lake San Antonio site on the RWQCB letter dated September 5, 2008. The cost for the *yearly/quarterly monitoring program* at Lake San Antonio and the *implementation of the RAP* is attached.

The cost for the monitoring programs at sites, the site remediation project at Lake San Antonio, and the site investigation project at Lake Nacimiento are based on the requirements of the RWQCB.

Lake Nacimiento Resort

- **Monitoring program** \$62,058
- **Site Investigation** \$35,719
- **Emergency Response** \$150,000
-

Lake San Antonio Resort

- **Monitoring program** **\$27,624**
- **Site Evaluation/Mitigation** **\$136,269**
- **Emergency Response** **\$150,000**

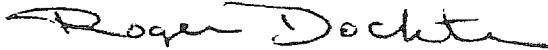
Grand Total for both resort programs is \$561,670

(See attached Exhibits A, B, and C for details)

Please contact me if you have any questions. I hope we can continue to be of service to your agency.

Respectfully submitted,

GEORESTORATION, INC.



Roger Dockter, P.G. 6152

Project Manager

cc: file

EXHIBIT A

SCOPE OF SERVICES FOR THE FISCAL YEAR 2009 - 2010 MONITORING AND REPORTING PROGRAM NO's. R3-2008-023 and R3-2007-083

Lake Nacimiento Resort and Lake San Antonio Resort

GeoRestoration, Inc. will perform quarterly groundwater monitoring and submit quarterly monitoring reports to the RWQCB. For Lake Nacimiento, the scope of work completed is based on Monitoring and Reporting Program No. R3-2008-023. For Lake San Antonio the scope of work completed is based on Monitoring and Reporting Program No. R3-2007-083.

Groundwater Monitoring - Lake San Antonio

The current semi-annual monitoring program for Lake San Antonio is being conducted per the RWQCB Program No. R3-2007-083. A summary of the groundwater monitoring program follows:

- Groundwater sampling is currently conducted on wells MW-1, MW-2, MW-3, and MW-4. Wells MW-6 through MW-10 have been monitored in the past and contain little or no groundwater impact. Therefore, these wells are presently excluded from the monitoring program.
- Monitoring occurred on a quarterly basis until December 2008, but is now being monitored semi-annually.
- Groundwater parameters measured are temperature, pH, electrical conductivity, dissolved oxygen, oxidation reduction potential, and turbidity. Depth to water and thickness of free product is measured and reported to 0.1 feet accuracy.
- Samples are analyzed for TPH as gasoline and diesel, BTEX, oxygenates and breakdown products, and lead scavengers and breakdown products.
- Reports are due on August 20 and February 20 for the semi-annual reports.

Cost Breakdown

Sampling and Analysis	\$2,876.70 per sampling event
Report Preparation	\$1,727.50 per sampling event
Cost per year	\$9208.40 (2 sampling events)

Groundwater Monitoring - Lake Nacimiento

The current quarterly monitoring program for Lake Nacimiento is being conducted per the RWQCB Program No. R3-2008-023. A summary of the groundwater monitoring program follows:

- Groundwater sampling is currently conducted on wells MW-1, MW-2, and MW-3.
- The collection of one lake sample (L-1), at the location of the former stream channel, has been added to the program per the RWQCB request June 24, 2009.

- Monitoring occurs on a quarterly basis.
- Groundwater parameters measured are temperature, pH, and EC. GRI also measures DO, ORP, TDS, and turbidity. Depth to water and thickness of free product, if present, is measured and reported to 0.1 foot accuracy.
- Samples are analyzed for TPH as gasoline, TPH as diesel, BTEX, oxygenates and breakdown products, and lead scavengers and breakdown products.
- Reports are due on May 20, August 20, November 20, and February 20 for quarters one through four, respectively.

Cost Breakdown

Sampling and Analysis	\$3,531.45 per sampling event
Report Preparation	\$1,640.00 per sampling event
Cost per year	\$20,685.80 (4 sampling events)

Site Investigation/Mitigation - Lake San Antonio

Site investigation activities to determine the extent of impact to soil and groundwater are required by the Regional Water Quality Control Board (RWQCB) and have been completed at Lake San Antonio. Remediation was carried out for a period of time under an approved corrective action plan. The RWQCB requested that a revised Remedial Action Plan (RAP) be submitted to complete remediation at the site. The RAP was submitted and approved by the RWQCB. Elements of the RAP are as follows:

1. Install 14 soil borings to determine remaining impact in soil. This RAP task involves drilling, sampling, sample analyses, and a report. The cost of this task is \$16,934.50.
2. Install additional wells to remove hydrocarbon impact from soil and groundwater. This task involves installation of five soil vapor wells, the locations of which will be determined based on soil boring analyses described previously. Additionally, five sparge wells will be installed. A sparge well is an air injection well that drives dissolved phase hydrocarbons from groundwater and speeds the remediation process of groundwater. Preparation of a well installation report is included. The report documents installation details and groundwater sampling results for the extraction wells. Various other permits and well reports to State agencies are included in this task. The cost of this task is \$42,414.50.
3. Install piping for discharge lime (treated groundwater to onsite treatment plant), install piping from wells to treatment system, obtain discharge permits (Air Board and Local POTW). The cost of this task is \$5,009.10.
4. Provide for three months a high vacuum/high volume dual-phase extraction treatment system (350 cubic feet per minute). Provide a 20 gallon per minute groundwater treatment system. The cost of this task is \$20,837.50.
5. Operate and maintain the two treatment systems for three months. Provide electrical power (98,550 kwh). Provide security fencing around systems. Conduct air board monitoring and reporting. Cost includes two carbon change-outs (1,000 lb each). The cost of this task is \$51,072.75.

Total cost of site investigation/mitigation is \$136,268.85

Site Investigation/Mitigation - Lake Nacimiento

The environmental work being conducted at Lake Nacimiento is still in the investigation stage. Once the extent of subsurface contamination is defined, the remediation phase of the project will involve preparation of a RAP and active remediation. All work completed is in response to the RWQCB requests.

Work currently requested by the RWQCB: Site Investigation

1. Prepare a workplan and site safety plan for monitoring well installation. The cost of this task is \$4,787.50.
2. Install five monitoring wells. Obtain well permits, install wells, develop the wells, sample and analyze groundwater from each well, and survey the location and elevation of each well to State standards (GeoTracker). The cost of this task is \$25,351.75.
3. Prepare and submit a well installation and other well reports to the RWQCB and Department of Water Resources. The cost of this task is \$5,580.00.

Total cost of site investigation is \$35,719.25

EXHIBIT B

PAYMENT PROVISIONS / FEE SCHEDULE

For the Scope of Services defines in Exhibit A, Agency shall pay Contractor as Invoiced quarterly. Cost breakdown is attached.

The total cost of completing the monitoring, site investigation and emergency response at Lake Nacimiento is \$247,777 over three years.

The total cost of completing the monitoring and reporting program at Lake San Antonio is \$313,893 over three years.

Direct Labor Costs are the hourly billing rate, per the Direct Labor Rate Schedule herein, times the number of hours worked by the employee.

Other Direct Costs are identifiable costs necessarily incurred by Consultant to complete the Scope of Services defined in Exhibit A. Other Direct Costs include, but are not limited to, travel and subsistence expenses, automobile mileage, document reproduction costs, and postal costs. Other Direct Costs shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity.

Subcontractor Mark-up is the percentage multiplier designated for each subcontractor times the sum of subcontractor direct labor and other direct charges. All subcontractor mark-up multipliers shall be 0.15 (15% mark-up).

DIRECT LABOR RATE SCHEDULE

The Direct Labor Rate Schedule herein shall be valid for the duration of this project, beginning the date of Consultant's Notice to Proceed. The hourly billing rate schedule and other direct costs chargeable to the project may be modified as agreed by Agency and Consultant after said period of time. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

FEE SCHEDULE

Principle Geologist	\$145.00 / Hour	Associate Engineer	\$90.00 / Hour
Project Manager	\$120.00 / Hour	Drafting Program Operator	\$65.00 / Hour
Senior Geologist	\$120.00 / Hour	Administrative Staff	\$55.00 / Hour
Field Technician	\$70.00 / Hour		

EXHIBIT B

PAYMENT PROVISIONS / FEE SCHEDULE (Continued)

CHANGE ORDERS

GeoRestoration, Inc. will prepare Change Orders for processing and acceptance by MCWRA; issue revised drawings, sketches, and specifications to the MCWRA and Contractors. Prepare independent cost estimates for use by the Agency in Change Order negotiations. Change Order design work required to accommodate changed conditions or to provide design enhancement at the discretion of the MCWRA will be furnished as a supplemental service on a time-and-expenses basis.

NOTIFICATION

When, during performance of the work, Consultant incurs an additional amount of the total Task cost allotted to a Task, Consultant shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the Task, when added to the costs previously incurred, will exceed the total Task cost Consultant shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required completing the Task; (2) justification for the need for additional funds; and (3) the estimated date Consultant expects its total costs incurred to meet the total Task cost.

EXHIBIT B-1 Project Budget

Lake San Antonio budget to complete work in Remedail Action Plan

GeoProbe borings per RAP - Install 14 borings to

Task 1a Install, sample analyze (14 @ 20 feet) soil borings				
Personnel / Item	Qty	Unit	Rate	Budget
Project Manager	2	Hour	\$ 120.00	\$ 240.00
Staff Geologist - Prepare permits - FG	2	Hour	\$ 90.00	\$ 180.00
Well permit fee (Monterey Co. fee) per site	1	Each	\$ 150.00	\$ 150.00
Well permit fee (Monterey Co. fee)	15%	Markup	\$ 150.00	\$ 22.50
Project Manager/PG Mark site, coordinate- PM	8	Hour	\$ 90.00	\$ 720.00
Call USA - Obtain ticket Number from Welltest	0.5	Hour	\$ 90.00	\$ 45.00
Field Geologist - Boring logging and oversight	24	Hour	\$ 90.00	\$ 2,160.00
EMT - Gas Monitor (PID)	2	Day	\$ 100.00	\$ 200.00
EMT - Truck	2	Day	\$ 60.00	\$ 120.00
EMT - Drums	2	Each	\$ 61.00	\$ 122.00
Deliver drums - truck plus driver @ 5hrs.	1	LS	\$ 450.00	\$ 450.00
Driller Mobilization/Demob	2	Days	\$ 100.00	\$ 200.00
Geoprobe, materials, and operator	2	LS	\$ 2,500.00	\$ 5,000.00
Analytical 8015 - soil TPHg+MBTEX	56	Each	\$ 55.00	\$ 3,080.00
Analytical 8015 - water 8260	0	Each	\$ 125.00	\$ -
Drum disposal	2	Each	\$ 125.00	\$ 250.00
Report Preparation - PG	4	Hour	\$ 145.00	\$ 580.00
Report Preparation - SG	5	Hour	\$ 120.00	\$ 600.00
Report Preparation - AG	6	Hour	\$ 105.00	\$ 630.00
Report Preparation - FG	16	Hour	\$ 95.00	\$ 1,520.00
Report Preparation - WP	5	Hour	\$ 55.00	\$ 275.00
Report Preparation - CADD	5	Hour	\$ 65.00	\$ 325.00
Report Preparation - TE	1	Hour	\$ 65.00	\$ 65.00
				\$ -
Task 1a Sub-Total				\$ 16,934.50

Scope of work: Complete soil investigation portion of RAP

Install fourteen 20' borings and sample every 5'.

Analyze samples for TPHg + MBTEX

Prepare a soil investigation summary report.

Dispose of soil cuttings and document in report

Task 1b Well Installation (five for Soil Vapor Extraction and five Sparge Wells)				
Personnel / Item	Qty	Unit	Rate	Budget
Staff Geologist - Prepare permits	3	Hour	\$ 90.00	\$ 270.00
Well permit fee (MCEHD fee)	10	Each	\$ 407.00	\$ 4,070.00
Well permit fee (MCEHD fee)	0.15	Markup	\$ 4,070.00	\$ 610.50
Mark Site - PM	8	Hour	\$ 120.00	\$ 960.00
USA Site	0.5	Hour	\$ 120.00	\$ 60.00
Coring Subcontractor	0	LS		
Coring oversight - FT	0	Hr	\$ 70.00	\$ -
Field Geologist - well installation oversight	50	Hour	\$ 90.00	\$ 4,500.00
Field Geologist - Per Diem	5	LS	\$ 175.00	\$ 875.00
Senior Geologist	50	Hour	\$ 120.00	\$ 6,000.00
Senior Geologist - Per Diem	5	LS	\$ 175.00	\$ 875.00
Project Manager	2	Hour	\$ 120.00	\$ 240.00
EMT - Gas Monitor (PID)	2	Day	\$ 100.00	\$ 200.00
EMT - Truck	2	Day	\$ 60.00	\$ 120.00
EMT - Drums	20	Each	\$ 61.20	\$ 1,224.00
Driller Mobilization	2	Days	\$ 100.00	\$ 200.00
Well Installation (2") and place seals	350	feet	\$ 34.00	\$ 11,900.00
Driller Per Diem	5	LS	\$ 175.00	\$ 875.00
Analytical 8015 - Incl in Geoprobe project	0	Each	\$ 55.00	\$ -
Analytical 8015Cm/8021B - GW	5	Each	\$ 55.00	\$ 275.00
Develop/sample new water wells - FT	10	Hour	\$ 70.00	\$ 700.00
Develop/sample wells - EMT	1	LS	\$ 150.00	\$ 150.00
Soil Disposal - Drums	20	Each	\$ 150.00	\$ 3,000.00
Well Survey	1	Est LS	\$ 2,000.00	\$ 2,000.00
Report Preparation - PG	2	Hour	\$ 145.00	\$ 290.00
Report Preparation - SG	4	Hour	\$ 120.00	\$ 480.00
Report Preparation - AG	4	Hour	\$ 105.00	\$ 420.00
Report Preparation - FG	16	Hour	\$ 95.00	\$ 1,520.00
Report Preparation - WP	5	Hour	\$ 55.00	\$ 275.00
Report Preparation - CADD	5	Hour	\$ 65.00	\$ 325.00
Report Preparation - TE	1	Hour	\$ 65.00	\$ 65.00
Task 1b Sub-Total				\$ 42,414.50

Task 2 Provide, Install, and Operate a High Vacuum/High Volume Dual-Phase Extraction System.

Task 2a Piping of Discharge Line				
Personnel / Item	Qty	Unit	Rate	Budget
Prep and Mob to site - 2 techs	1	LS	\$ 400.00	\$ 400.00
Install above ground piping - FT	2	Hour	\$ 70.00	\$ 140.00
Piping 1" - water discharge transport (flex)	100	Feet	\$ 1.50	\$ 150.00
Pipe Fittings and materials	1	LS	\$ 50.00	\$ 50.00
Markup		\$ 200.00	15%	\$ 30.00
Project Engineer/Geologist	1	Hour	\$ 105.00	\$ 105.00
Drafting	0	Hour	\$ 65.00	\$ -
Project Manager	2	Hour	\$ 120.00	\$ 240.00
Principal Review	0	Hour	\$ 145.00	\$ -
Task 2a Sub-Total				\$ 1,115.00
Task 2b Piping of Extraction Lines				
Personnel / Item	Qty	Unit	Rate	Budget
Install under ground and surface piping - FT	20	Hour	\$ 70.00	\$ 1,400.00
Piping 2" vapor transport (PVC)	300	Feet	\$ 0.85	\$ 255.00
Pipe Fittings and materials	1	LS	\$ 500.00	\$ 500.00
Markup		\$ 755.00	10%	\$ 75.50
Project Engineer/Geologist	4	Hour	\$ 105.00	\$ 420.00
Drafting	0	Hour	\$ 65.00	\$ -
Project Manager	2	Hour	\$ 120.00	\$ 240.00
Principal Review	0	Hour	\$ 145.00	\$ -
Task 2b Sub-Total				\$ 2,890.50
Task 2c Permitting and Compliance Reports				
Personnel / Item	Qty	Unit	Rate	Budget
POTW PERMIT				
Arrange Temporary POTW Disposal - AG	1	Hour	\$ 105.00	\$ 105.00
PM Coordinate and Review	0.5	Hour	\$ 120.00	\$ 60.00
AIR BOARD PERMIT				
Permit notifications - AG	1	Hour	\$ 105.00	\$ 105.00
AQMD Fees (.25 years)	0.25	LS	\$ 536.00	\$ 134.00
AQMD Fees (0.25 years)	\$ 134.00	MU	15%	\$ 20.10
Proj. Geo. - Compliance Rpts (one)	3	Hour	\$ 105.00	\$ 315.00
Drafting - Compliance Rpts (one)	1	Hour	\$ 65.00	\$ 65.00
Clerical Support (one report)	1	Hour	\$ 55.00	\$ 55.00
Principal Review (one report)	1	Hour	\$ 145.00	\$ 145.00
LOCAL PERMITS				
City of xx	?			\$ -
Project Engineer	0	Hour	\$ 105.00	\$ -
Clerical Support	0	Hour	\$ 55.00	\$ -
Principal Review	0	Hour	\$ 145.00	\$ -
Task 2c Sub-Total				\$ 1,004.10
Task 2d DPE and Sparge System (Provide High Vacuum/High Volume)				
Personnel / Item	Qty	Unit	Rate	Budget
DPE/Sparge System Lease (350 CFM) incl FT	3	Each	\$ 5,000.00	\$ 15,000.00
Field Engineer/Geologist	8	Hour	\$ 90.00	\$ 720.00
Electrician	2	Hour	\$ 70.00	\$ 140.00
Plumber	2	Hour	\$ 70.00	\$ 140.00
Sr. Tech	16	Hour	\$ 80.00	\$ 1,280.00
Project Geologist	8	Hour	\$ 105.00	\$ 840.00
Staff Geologist	4	Hour	\$ 90.00	\$ 360.00
Drafting	0	Hour	\$ 65.00	\$ -
Clerical Support	1	Hour	\$ 55.00	\$ 55.00
Principal Review	1	Hour	\$ 145.00	\$ 145.00
Task 2d Sub-Total				\$ 18,680.00

Task 2e Water System (Design and Provide 20 GPM automated system)				
Personnel / Item	Qty	Unit	Rate	Budget
Project Manager	1	Hour	\$ 120.00	\$ 120.00
Carbon Water Treatment system Lease	3	Month	\$ 600.00	\$ 1,800.00
Design Engineer SE	0	Hour	\$ 120.00	\$ -
Field Engineer	1	Hour	\$ 105.00	\$ 105.00
Drafting	0.5	Hour	\$ 65.00	\$ 32.50
Clerical Support	0.5	Hour	\$ 55.00	\$ 27.50
Principal Review	0.5	Hour	\$ 145.00	\$ 72.50
Task 2e Sub-Total				\$ 2,157.50
Task 2f Project Extras				
Personnel / Item	Qty	Unit	Rate	Budget
Project Manager	0.5	Hour	\$ 105.00	\$ 52.50
Fencing (Provide and install up to 200 feet)	1	LS	\$ 200.00	\$ 200.00
Markup	\$ 200.00	MU	10%	\$ 20.00
Task 2f Sub-Total				\$ 272.50
Task 2g Operate DPE & Sparge Systems (for 3 Months)				
Personnel / Item	Qty	Unit	Rate	Budget
Electical Power	98,550	kwh	\$ 0.22	\$ 21,681.00
(45 kw for 1 months = 32,850 kwh)	Total power for Tasks 8 and 9= 3 X 32850 = 98550			
Electical Power markup	\$ 21,681.00	MU	15%	\$ 3,252.15
O&M Parts & Supplies	3	Month	\$ 200.00	\$ 600.00
Sr. Engineer/Geologist - optimize system	12	each	\$ 420.00	\$ 5,040.00
O&M Labor Tech (8 hrs week @ \$70 hr)	12	week	\$ 560.00	\$ 6,720.00
Unexpected Shut down visits	3	each	\$ 560.00	\$ 1,680.00
Air Board Permit Monitoring				
Analytical (TPHg/MBTEX)	3	each	\$ 230.00	\$ 690.00
Analytical Markup	\$ 690.00	Each	15%	\$ 103.50
Tedlar sample bags	6	Each	\$ 10.00	\$ 60.00
Quarterly Reports - SG (1 @ 2 hrs)	2	Hour	\$ 120.00	\$ 240.00
Quarterly Reports - FG (1@ 3 hrs)	3	Hour	\$ 90.00	\$ 270.00
Quarterly Reports - WP (1 @ 1 hr)	1	Hour	\$ 55.00	\$ 55.00
Task 2g Sub-Total				\$ 40,391.65
Task 2h Operate Water Treatment System (for 3 Months)				
Personnel / Item	Qty	Unit	Rate	Budget
Filters (BI MONTHLY)	6	Each	\$ 6.60	\$ 39.60
Electical Power (see task 8)	-	kwh	\$ -	\$ -
O&M (8 hr per wk)	96	Hour	\$ 70.00	\$ 6,720.00
Carbon changeouts (2 per year)	1	LS	\$ 2,400.00	\$ 2,400.00
Water treatment charge	0	gallon	\$ 0.05	\$ -
Water disposal fee to POTW (1 yr)	0.00	100 cuft	\$ 3.79	\$ -
Water disposal fee to POTW (1 yr) markup	0.15	LS	\$ -	\$ -
Water district production fee (1 mo. production)	0	Ac ft	\$ 475.00	\$ -
Water district production fee markup	0.15	LS	\$ -	\$ -
Water Discharge Monitoring-POTW (1 year)				
Analytical (TPHg/MBTEX) and TBA (8260 test)	3	Each	\$ 180.00	\$ 540.00
Markup	\$ 540.00	MU	10%	\$ 54.00
Compliance monitoring - Tech (0.5 hr on reg visit)	3	Month	\$ 35.00	\$ 105.00
Monthly volume reports - SG @ 1hr	3	Hour	\$ 120.00	\$ 360.00
Quarterly Reports FG @ 1.5 hr X 1 rpts	1.5	Hour	\$ 90.00	\$ 135.00
Quarterly Reports WP @ 1 hr X 1 rpts	1	Hour	\$ 55.00	\$ 55.00
Task 2h Sub-Total				\$ 10,408.60
Task 2a-2h Subtotal				\$ 76,919.85
Project Total	(3 months operation)			\$ 136,268.85

GeoRestoration, Inc.
15940 Concord Circle, Suite 100
Morgan Hill, CA 95037

Proposal

Proposal Date: 9/22/2009

Proposal #: 8

Proposal To:

Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

Project: 0815 - Lake San Antonio Resort

Monitoring

3-Year Cost Estimate

2009 - 2013

Description	Est. Hours/Qty.	U/M	Rate	Total
PURCHASE ORDER NUMBER:				
Task 1: Field Sampling				
Scheduling	1	hr	120.00	120.00
Mobilization and Demobilization	10	hr	70.00	700.00
Field Sampling - 4 Wells	12	ea	70.00	840.00
Field Sampling - 3 Lake	1	ea	70.00	70.00
Analysis EPA 8015m (TPHg, TPHd)	28	ea	50.00	1,400.00
15% Analytical Markup	4		15.00%	210.00
Analysis EPA 8260	14	ea	110.00	1,540.00
15% Analytical Markup	4		15.00%	231.00
Analytical EDF Report	2	ea	28.00	56.00
15% Analytical Markup			15.00%	8.40
Equipment Decontamination	2	hr	70.00	140.00
Task 2: Equipment and Materials				
Pump	2	ls	15.00	30.00
Bailers	8	ea	6.00	48.00
Service Truck	2	day	60.00	120.00
Misc. Field Items	2	ls	25.00	50.00
Water Meter	2	ls	95.00	190.00
Task 3: Report				
Professional Geologist Report Preparation	2	hr	145.00	290.00
Senior Geologist Report Preparation	4	hr	120.00	480.00
Geologist Report Preparation	16	hr	90.00	1,440.00
CADD Report Preparation Drafting	6	hr	65.00	390.00
Technical Review of Report	1	hr	65.00	65.00
Clerical Report Preparation	8	hr	55.00	440.00
Project Specific Insurance	1	ea	350.00	350.00
			Total	\$9,208.40

3-Year Total \$27,625.20

EXHIBIT B-2 Project Budget
 Lake Nacimiento

Date: 11/12/09
 Prepared by: RD

Site Investigation Workplan - Due Oct. 20, 2009
 Well installations - five 2" diameter monitoring wells

Task 1 PM and Workplan and Site Safety Plan				
Personnel / Item	Qty	Unit	Rate	Budget
Project manager - site visit, measurements, mark site	8	Hour	\$ 105.00	\$ 840.00
Prepare Workplan -PG	1	Hour	\$ 145.00	\$ 145.00
Prepare Workplan -AG	10	Hour	\$ 105.00	\$ 1,050.00
Prepare Workplan -FG	12	Hour	\$ 90.00	\$ 1,080.00
Prepare Workplan -CADD	4	Hour	\$ 65.00	\$ 260.00
Prepare Workplan -WP	4	Hour	\$ 55.00	\$ 220.00
Prepare Workplan -TE	1	Hour	\$ 65.00	\$ 65.00
Prepare Safety Plan - PG	0.5	Hour	\$ 145.00	\$ 72.50
Prepare Safety Plan - AG	6	Hour	\$ 105.00	\$ 630.00
Prepare Safety Plan - CADD	4	Hour	\$ 65.00	\$ 260.00
Prepare Safety Plan - WP	3	Hour	\$ 55.00	\$ 165.00
Task 1 Sub-Total				\$ 4,787.50
Task 2 Well Installation (Three 2-inch @ 55 feet and two 2-inch @ 35 feet)				
Personnel / Item	Qty	Unit	Rate	Budget
Project Manager	2	Hour	\$ 120.00	\$ 240.00
Staff Geologist - Prepare permits - FG	3	Hour	\$ 90.00	\$ 270.00
Well permit fee	5	LS	\$ 407.00	\$ 2,035.00
Well permit fee markup	0.15	Markup	\$ 2,035.00	\$ 305.25
Field Geologist - well installation oversight	30	Hour	\$ 90.00	\$ 2,700.00
EMT - Gas Monitor (PID)	3	Day	\$ 100.00	\$ 300.00
EMT - small items	3	LS	\$ 25.00	\$ 75.00
EMT - Truck	3	Day	\$ 60.00	\$ 180.00
EMT - Drums	14	Each	\$ 61.00	\$ 854.00
Per diem	3	LS	\$ 150.00	\$ 450.00
Driller Mobilization	3	Days	\$ 100.00	\$ 300.00
Well Installation	260	feet	\$ 34.00	\$ 8,840.00
Analytical 8015 - soil TPHg+MBTEX	47	Each	\$ 55.00	\$ 2,585.00
Analytical 8015 - water 8260	5	Each	\$ 125.00	\$ 625.00
Develop wells - FT	12	Hour	\$ 70.00	\$ 840.00
Develop EMT	1	LS	\$ 200.00	\$ 200.00
Survey wells	1	Hour	\$ 2,000.00	\$ 2,000.00
Survey wells markup	0.15	LS	\$ 2,000.00	\$ 300.00
Task 2 Sub-Total				\$ 23,099.25
Task 3 Prepare DWRs				
Personnel / Item	Qty	Unit	Rate	Budget
Project Manager - (Review/oversight)	0.5	Hour	\$ 120.00	\$ 60.00
Prepare DWRs - Staff Geo	2	Hour	\$ 90.00	\$ 180.00
Task 3 Sub-Total				\$ 240.00
Estimates				
Item	Qty	Unit	Rate	Budget
Soil disposal	14	Drum	\$ 125.00	\$ 1,750.00
Soil disposal	0.15	Markup	\$ 1,750.00	\$ 262.50
				\$ 2,012.50

Task 4 Site Investigation Report				
Personnel / Item	Qty	Unit	Rate	Budget
Prepare SI report - PG	4	Hour	145	\$ 580.00
Prepare SI report - SG	8	Hour	120	\$ 960.00
Prepare SI report - AG	15	Hour	105	\$ 1,575.00
Prepare SI report - FG	16	Hour	90	\$ 1,440.00
Prepare SI report - CADD	8	Hour	65	\$ 520.00
Prepare SI report - WP	8	Hour	55	\$ 440.00
Prepare SI report - TE	1	Hour	65	\$ 65.00
Task 4 Sub-Total				\$ 5,580.00
TOTAL =				\$ 35,719.25

GeoRestoration, Inc.
15940 Concord Circle, Suite 100
Morgan Hill, CA 95037

Proposal

Proposal Date: 9/22/2009

Proposal #: 7

Proposal To:

Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

Project: 0814 - Lake Nacimiento Resort
Monitoring
3-Year Cost Estimate
2009 - 2013

Description	Est. Hours/Qty.	U/M	Rate	Total
PURCHASE ORDER NUMBER:				
Task 1: Field Sampling				
Scheduling	2	hr	120.00	240.00
Mobilization and Demobilization	20	hr	70.00	1,400.00
Field Sampling - 8 Wells	32	ea	70.00	2,240.00
Field Sampling - 1 Lake	2	ea	70.00	140.00
Analysis EPA 8015m (TPHg, TPHd)	36	ea	105.00	3,780.00
15% Analytical Markup			15.00%	567.00
Analysis EPA 8260	36	ea	110.00	3,960.00
15% Analytical Markup			15.00%	594.00
Analytical EDF Report	4	ea	28.00	112.00
15% Analytical Markup			15.00%	16.80
Equipment Decontamination	2	hr	70.00	140.00
Task 2: Equipment and Materials				
Bailers	36	ea	6.00	216.00
Service Truck	4	day	60.00	240.00
Misc. Field Items	4	ls	25.00	100.00
Water Meters	4	ls	95.00	380.00
Task 3: Report				
Professional Geologist Report Preparation	4	hr	145.00	580.00
Senior Geologist Report Preparation	8	hr	120.00	960.00
Geologist Report Preparation	32	hr	90.00	2,880.00
CADD Report Preparation Drafting	12	hr	65.00	780.00
Technical Review of Report	2	hr	65.00	130.00
Clerical Report Preparation	16	hr	55.00	880.00
Project Specific Insurance	1	ea	350.00	350.00
			Total	\$20,685.80
			3-Year Total	\$62,057.40

EXHIBIT C
ELECTRONIC DELIVERABLES

Where feasible, all documents resulting from activities specified in Exhibit A shall be provided by Contractor to the Agency in electronic format. Electronic format shall conform to those listed below:

- Text – MS Word
- Spreadsheet – MS Excel
- Arcview – New EPS @300dpi
- Drafting – Draw program files: Microsoft Draw or Visio
- GeoTracker – Uploading of data
- Other programs – consult with Agency staff on required output.

Documents that are scanned and then converted to EPS or any other delivery format are not acceptable.

Upon approval of the Agency, final documents may be provided in PDF format if free from formatting, font and resolution problems that prevent document legibility.