

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a California Corporation located at 180 Grand Avenue, Suite 1410, Oakland CA 94612 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 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:
~~Nacimientto Dam 8th FERC Part 12D inspection and report, spillway focused PFMA, and Owner's Dam Safety Program audit~~
and PFMA Workshop Cmm
- (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 on July 5, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2023, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred thirty seven thousand six hundred eighty dollars.

(\$ 137,680).

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 five percent (5%) 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 approved in writing in accordance with 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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

- 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.

☐ Exemption/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.

☐ Exemption/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.

☐ Exemption/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.

☐ Exemption/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 Monterey County Water Resources Agency and the County of Monterey, their 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 orientation, gender identity or any other status protected under federal, state or local law, 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

Mr. Chad Masching

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

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	TO CONTRACTOR
Name: Mr. Chris Moss	Name: Mr. Chad masching
Address: P.O. Box 930, Salinas CA 93902	Address: 180 Grand Ave, Ste 1410, Oakland, CA 94612
Telephone: 831-755-4860	Telephone: 510-350-2900
Fax: 831-424-7935	Fax: 510-350-2901 916-631-4501 <i>Cmm</i>
E-Mail: mosscc@co.monterey.ca.us	E-Mail: cmasching@geiconsultants.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 -

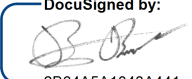
Exhibit D -

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:**


BY: 
2B64A5A1043A441...

Brent Buche
General Manager

Date: 7/12/2022 | 3:23 PM PDT

CONTRACTOR:

BY: **Chad Masching**

 Digitally signed by Chad Masching
DN: C=US,
E=cmasching@geiconsulants.com,
O="GEI Consultants, Inc",
OU=Engineering, CN=Chad Masching
Date: 2022.06.22 16:37:10 -06'00'

Type Name: Chad Masching

Title: Vice President

Date: 6/22/2022

BY:



Type Name: Craig Hall

Title: Vice President

Date: 6/22/2022

* 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.

(Nacimiento 8th FERC Part 12D, Spillway focused PFMA)
Agreement/Amendment No # (Original Agreement)


* * * * *

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:

22D690CA05A940B...
 Assistant County Counsel

DocuSigned by:

A69152F49ADC476...
 Administrative Analyst

Dated: 7/8/2022 | 1:14 PM PDT

Dated: 7/11/2022 | 2:56 PM PDT

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: 7/11/2022 | 1:01 PM PDT

¹ Approval by County Counsel is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

Exhibit A

Scope of Work and Work Schedule

Nacimiento Dam and Hydroelectric Project 8th Independent Consultant's Safety Inspection Report, and Spillway Focused Potential Failure Mode Analysis

for the
Monterey County Water Resources Agency
1441 Schilling Place – North Building
Salinas, California 93901

Background

The Monterey County Water Resources Agency (MCWRA) is required by CFR 18, Part 12, Subpart D of the Federal Energy Regulatory Commission (FERC) regulations to have an independent consultant (IC) conduct the 8th five-year dam safety inspection and safety evaluation report for the Nacimiento Dam and Hydroelectric Project (Project), FERC Project No. 6378-CA. MCWRA must submit the 8th Part 12D report to FERC by January 23, 2023.

Nacimiento Dam and Hydroelectric Project is owned and operated by MCWRA. The dam and hydroelectric plant are located on the Nacimiento River, in northern San Luis Obispo County, California. The project includes an embankment dam, inflatable spillway crest gates, high and low-level outlets, and power plant. Nacimiento Reservoir is a multi-use facility operated with consideration given to many factors including dam safety, flood protection, groundwater recharge, operation of the downstream Salinas River Diversion Facility, water supply, fish migration and habitat requirements, agriculture, and recreation. The MCWRA has adopted a Nacimiento Dam Operation Policy.

Critical Infrastructure – Distribution of Project Documents Prohibited

Nacimiento Dam is classified as “critical infrastructure” under Homeland Security Presidential Directive 7, and as further defined in FERC Order No. 630, issued February 21, 2003. Distribution of any Project documents to anyone outside the GEI Consultants work team for this Scope of Work, or for any use other than responding to this Scope of Work, is strictly prohibited. The Final 8th Part 12D Report will be marked “CEII – Critical Energy Infrastructure Information” per FERC requirements.

Scope of Work

CFR 18, Part 12, Subpart D, of the Federal Energy Regulatory Commission's (FERC) regulations prescribes the scope of the Independent Consultant (IC) evaluations and field inspection, as well as the information that must be contained in the Report. Refer to letters from FERC to MCWRA dated April 6, 2022, which is specific to the 8th Part 12D process for Nacimiento Dam and Hydroelectric Project.

Mr. Craig Hall and Mr. Chad Masching of GEI Consultants, Inc. will act as Co-Independent Consultants (IC's), as approved by FERC.

Tasks

1. Project Record Review

GEI's proposed team already has background knowledge of Nacimiento Dam from the last Part 12D inspections and STID updates in 2018 and recent work on the Nacimiento Dam Spillway. GEI will review these, and any additional records and reports provided by MCWRA, including: original construction drawings, reports, and photographs, prior Part 12D reports, hydrology reports, inspection reports, Dam Surveillance & Monitoring Plan and Reports, and Project modification records.

2. Supporting Technical Information (STI) document Assessment

The Supporting Technical Information (STI) Document is a concise document which summarizes the PFMA, details the project components, discusses the construction history, Standard Operation Procedures (SOPs), geologic and seismic setting, hydrology and hydraulics, and lays the groundworks for monitoring the facility. Maintaining the STI document updates is not only a FERC requirement, but it allows quick access to pertinent information to the owner. GEI will review the STI document for Nacimiento Dam in accordance with FERC Chapter 14 and MCWRA requirements. The review will include all sections of the STI document, and we will make definitive statements in the CSIR about our opinions of completeness for each section in the STI report. As part of this Task, GEI will review, evaluate, and comment on the appropriateness of previous analyses contained in the STI document.

Deliverables:

- a. Recommended edits will be included in the CSIR.

3. FERC Pre-Inspection Conference Call with IC and MCWRA

The FERC has stressed the importance of the 90-Day Pre-Inspection conference call in part to discuss FERC expectations deficiencies in reviews of recent Part12Ds from this and other projects. This meeting will discuss the roles and responsibilities of the MCWRA, the ICs, and FERC and provide status of the outstanding studies and previous recommendations from the previous Part 12D reports. Prior to the meeting, GEI's IC team will review the previous Part 12D reports, the STID, MCWRA correspondence letters with FERC, and hold discussions with MCWRA staff. GEI assumes that FERC will prepare the call agenda and lead the call discussion. We will discuss our Project understanding with MCWRA prior to the 90-Day Pre-Meeting.

The core team, including the IC team, geology lead, and workshop recorder will participate in the 90-minute call. An Independent Facilitator could be considered to facilitate the PFMA workshop, but pricing for this individual has not been included.

Deliverables:

- a. Copy of recorder's conference call notes

4. Part 12D Project Field Inspection

Prior to mobilization to perform the Part 12D site inspections, the IC and inspection team will review the previous CSIRs, previous FERC Annual Inspection Reports, the Dam Safety Surveillance Monitoring Plans (DSSMP), the latest Dam Safety Surveillance Monitoring Reports (DSSMR), and project STIDs. This review will allow the IC team to become intimately familiar with the Project and prepare the inspection team to focus on those areas most critical to dam safety.

The Part 12D inspection for Nacimiento Dam will include the work outlined in Title 18, Part 12, Subpart D of the Code of Federal Regulations, Part 12D Safety Inspection Report Outline as presented in enclosure 3 of FERC's April 6, 2022, letter. The inspection will follow the guidelines discussed in Chapter 14 of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Mr. Chad Masching, PE and Mr. Craig Hall, PE will be the Co-ICs for the inspection. The IC team will be assisted by Ms. Amber Misgen, taking notes and photographs.

A Health and Safety Plan will be developed and submitted to MCWRA. This plan will provide the procedures, equipment, and schedule of events for the Part 12D inspection. The plan will summarize important information from the STID. GEI has developed an inspection checklist for Part 12D inspections and will tailor this list to Nacimiento Dam. The checklist is integral to ensuring that relevant facilities and appurtenances are inspected and documented during the inspection. GEI's Health and Safety Officer will review the safety plan and verify implementation of the safety procedures.

The morning of the field inspection, GEI, MCWRA and the FERC inspector will meet to discuss inspection objectives and provide a brief review of the project history, ongoing, planned or completed deficiency remediation, monitoring and instrumentation, and specific PFMs that may require field verification. The field inspection and pre-inspection meeting is anticipated to be completed in one day.

A photo log will be developed which summarizes the observations during the inspection. GEI will schedule the inspection early in the planning process to provide adequate time for coordination with MCWRA and FERC.

Deliverables:

- a. Health and Safety Plan ten (10) days prior to inspection date
- b. Inspection field notes and photos

5. Potential Failure Mode Analysis & Workshop

Potential Failure Modes Analysis (PFMA) workshop sessions for Nacimiento Dam will be conducted to review and update the previous PFMs. GEI's IC team will take turns facilitating the workshop session, but an Independent Facilitator could be added at MCWRA's request. The PFMA workshop sessions will take place following completion of the Field Inspection in a space provided by MCWRA so operations staff can attend. Mr. Masching and Mr. Hall, as the Co-ICs, will participate in the PFMA workshop as Core Team members. The workshop will include the physical site review, discussion of background information, analyses and drawings review, and the PFMA Workshop session. Other members of the GEI team will provide the ICs with targeted, in-depth review and discussion regarding their specific areas of expertise prior to the workshop.

We have read FERC's April 6, 2022, letter to MCWRA regarding expectations for the Eighth Independent Consultant's Safety Inspection Report for the Project. We anticipate that the PFMA Workshop will primarily be a review of the existing PFMs that were developed in 2018, but additional PFMs will likely be developed during a brainstorming session. GEI will work with MCWRA to ensure that the PFMA review session effectively address the range of potential failure modes for Nacimiento Dam.

Prior to the PFMA workshop session, GEI will participate in a conference call with MCWRA to establish expectations and requirements for the PFMA for Nacimiento Dam. The PFMA workshop is anticipated to take 3 days due to the number of PFMs that need to be reviewed.

The PFMA workshop session will be documented in a PFMA report to include Major Findings and Understandings (MFU). We anticipate that GEI will distribute background information to PFMA participants, as needed, to facilitate active participation in the PFMA workshop session. While PFMA workshops typically have time scheduled for “Discovery and Review of the Project,” GEI’s participating team members will become intimately familiar with the project before the PFMA review session and will utilize secret balloting to poll the group for classification of PFMs (Cats. I, II, III, IV).

Core Team Members

Each Core Team member is expected to review all background material chosen by the IC’s. The MCWRA Chief Dam Safety Engineer will be responsible for supplying background material to the IC’s and general coordination of activities. Core Team members are shown below.

- PFMA Workshop Co-Facilitators – Craig Hall PE, GE; Chad Masching, PE
- Part 12D Co-Independent Consultant – Craig Hall PE, GE
- Part 12D Co-Independent Consultant – Chad Masching, PE
- Engineering Geologist – Chris Slack, PG, CEG
- MCWRA Chief Dam Safety Engineer – Chris Moss, PE
- FERC Inspector
- FERC Project Engineer

Deliverables:

- a. A draft PFMA report will be prepared for Nacimiento Dam. An electronic copy (in Word and PDF formats) of the PFMA report will be submitted to MCWRA.
- b. An electronic copy of the finalized PFMA report will be submitted by MCWRA to FERC as updates to Section 1 of the STID for the Nacimiento Dam project.

6. 8th Part 12D Report

Upon completion of the Part 12D Safety Inspection, the ICs will oversee the preparation of the Draft Part 12D Safety Inspection Report. The report will be organized and formatted in accordance with FERC requirements, which includes utilizing the FERC-prescribed Part 12D Safety Inspection Report Outline and Engineering Guidelines Chapter 14 and will account for FERC comments to the last P12D report.

Within the report, the ICs will make clear statements that they have reviewed the pertinent analyses and evaluations along with the underlying assumptions and that they conclude that the assumptions and methods of analysis or evaluation were appropriate for the structure, were applied correctly and are appropriate given the current guidelines and the state of dam safety practice, if such clarifying statement is warranted. The ICs, after thoughtful review and consideration, may make recommendations in the report that, in their judgement, specific analyses or evaluations are not appropriate or acceptable and may need to be modified or updated.

The ICs will specifically address the FERC concerns brought forth in their April 6, 2022, letter to MCWRA regarding providing definitive statements in review of the Nacimiento Dam STID. The FERC did not provide any specific comments to the previous Part 12D.

Due to the extended timeframe to receive FERC responses, we are not providing a budget allowance to respond to FERC comments. Project historical records, a recent Spillway Condition Assessment Report and a recent non-destructive evaluation report will be available for the IC's to review regarding this item.

Note: FERC makes it clear in the April 6, 2022, letter to MCWRA that unresponsive Part 12D Reports will be rejected, which would be unacceptable to MCWRA.

Deliverables:

- a. Draft Part 12D Report: Provide one (1) editable Microsoft WORD version and one (1) PDF version for MCWRA review and comment
 - o Final Part 12D Report: Provide one (1) Microsoft WORD version and one (1) Adobe Acrobat PDF version of the entire report with section bookmarks and searchable text, which is generated from a native document and not simply scanned, and provide all original images of inspection photos used in the report. NOTE: per FERC requirements, label the Final 8th Part 12D Report "CEII – Critical Energy Infrastructure Information"

Meetings

The following meetings for the 8th Part 12D work are expected:

- o A kick-off meeting or Webex/conference call to discuss roles and responsibilities, schedule, administrative matters, etc.
- o A meeting or Webex/conference call with MCWRA staff to present and discuss Final Part 12D report findings, conclusions and recommendations, and potential plan and schedule options for addressing recommendations.
- o Work status calls at least every two weeks with MCWRA Project Manager

Work Schedule

July 5, 2022	Commence work
October 2022 (three consecutive days)	Field Inspection and Potential Failure Mode Analysis Workshop (Dam & Spillway)
December 2022	Submit Draft Part 12D Report to MCWRA
January 2023	Submit Final Part 12D Report to MCWRA
By January 23, 2023	MCWRA submit Final Part 12D Report to FERC
By April, 2023	Present Part 12D Report conclusions and recommendations to MCWRA Board of Directors

Attachments

1. FERC Letter Dated April 6, 2022

Exhibit B

Payment Provisions

GEI Consultants, Inc. will perform work described in Exhibit A, and will be paid on a time and expense basis up to the not-to-exceed total amount of \$137,680. Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates will be paid per the Fee Schedule below and expenses will be paid as described below.

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 132
Staff Professional – Grade 2	\$ 145
Project Professional – Grade 3	\$ 159
Project Professional – Grade 4	\$ 178
Senior Professional – Grade 5	\$ 210
Senior Professional – Grade 6	\$ 239
Senior Professional – Grade 7	\$ 284
Senior Consultant – Grade 8	\$ 318
Senior Consultant – Grade 9	\$ 388
Senior Principal – Grade 10	\$ 388

Senior Drafter and Designer	\$ 159
Drafter / Designer and Senior Technician	\$ 145
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 118
Office Aide	\$ 92

Above rates are billed for both regular and overtime hours in all categories. The Fee Schedule herein shall be valid for a twelve-month period, beginning July 1, 2022. Hourly billing rates and other direct costs chargeable to the project may be modified as agreed by Agency and GEI Consultants, Inc. after said period of time. The parties shall agree to any modification in writing as an Amendment to the Agreement.

EXPENSES

Expenses are identifiable costs necessarily incurred by GEI Consultants, Inc. to complete the Scope of Work. Expenses include, but are not limited to, travel and subsistence expenses, document reproduction costs, and postal costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires hotel, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Sub-consultant, postal and materials costs may be marked-up 10%.

Nacimiento Dam and Hydroelectric Project 8th Independent Consultant’s Safety Inspection Report

PROJECT COST PROPOSAL

Task No.	Description	Labor Estimates																		Total Estimate									
		Masching		Rettberg		Hall		Slack/Rufini		Misgen		Miller		Admin															
		Co-IC / Project Manager		Principal in Charge / QC		Co-IC		Geologist		Recorder		H&H		Document Production															
Hrs	\$	284.00	Hrs	\$	318.00	Hrs	\$	318.00	Hrs	\$	284.00	Hrs	\$	178.00	Hrs	\$	284.00	Hrs	\$	118.00	Hrs	Labor	ODCs	Total					
1.	PROJECT RECORD REVIEW	26	\$	7,384.00	0	\$	-	26	\$	8,268.00	8	\$	2,272.00	30	\$	5,340.00	0	\$	-	0	\$	-	90	\$	23,264	\$	-	\$	23,264
2.	STID ASSESSMENT	8	\$	2,272.00	4	\$	1,272.00	8	\$	2,544.00	4	\$	1,136.00	16	\$	2,848.00	10	\$	2,840.00	0	\$	-	50	\$	12,912	\$	-	\$	12,912
3.	90-DAY PRE-INSPECTION	2	\$	568.00	0	\$	-	2	\$	636.00	0	\$	-	6	\$	1,068.00	0	\$	-	0	\$	-	10	\$	2,272	\$	-	\$	2,272
4.	PART 12D PROJECT FIELD INSPECTION	8	\$	2,272.00	0	\$	-	8	\$	2,544.00	8	\$	2,272.00	8	\$	1,424.00	0	\$	-	0	\$	-	32	\$	8,512	\$	2,200	\$	10,712
5.	PFMA WORKSHOP	52	\$	14,768.00	4	\$	1,272.00	36	\$	11,448.00	24	\$	6,816.00	48	\$	8,544.00	0	\$	-	40	\$	4,720.00	204	\$	47,568	\$	4,400	\$	51,968
6.	PART 12D REPORT PREPARATION	24	\$	6,816.00	0	\$	-	20	\$	6,360.00	10	\$	2,840.00	76	\$	13,528.00	0	\$	-	56	\$	6,608.00	186	\$	36,152	\$	400	\$	36,552
TOTAL - TASKS 1 - 7		120	\$	34,080.00	8	\$	2,544.00	100	\$	31,800.00	54	\$	15,336.00	184	\$	32,752.00	10	\$	2,840.00	96	\$	11,328.00	572	\$	130,680	\$	7,000	\$	137,680