

EXHIBIT-A

**To Agreement by and between
County of Monterey hereinafter referred to as “County”
AND
Kennedy/Jenks Consultants, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

This new scope of services supersedes any prior services identified in prior fully performed agreements.

Kennedy/Jenks Consultants (Kennedy Jenks) has been assisting the County of Monterey (County) for many years by providing environmental consulting services for the Lake San Antonio Resort/Marina site (Site) located in Monterey County, California. The following provides our scope of services respond to Regional Board requirements including monitoring and reporting activities at the Site in late 2025/early 2026.

The scope of services includes conducting one semiannual monitoring event and submitting a report for that event to the Regional Board; re-surveying the network of wells at the Site; removal and appropriate disposal of onsite investigation-derived waste; migrating the available historic Site data into a database and PowerBi visualization platform; evaluation of the compiled information; preparation for and participation in a project direction review meeting with the Regional Board; developing a future scope of work based on the outcome of that meeting; and associated project management, client, and agency communications. The services are expected to be provided from 30 June 2025 to early 2026.

Outstanding Invoice and Post-Invoice Billings Accrued

As discussed with David Bolton, the following project charges set up under the prior contract will be migrated over and billed under this new contract:

- Invoice 182433 for \$7,217.73 dated 27 August 2025 for services rendered from 30 June 2025 through 25 July 2025.
- An additional \$16,262.28 in charges have been accrued from 28 July 2025 through 26 September 2025 for data compilation and review, Regional Board communications, County communications, and scope of work development and costing.

Task 1 – Project Management, Client, and Agency Communications

This task includes routine project communications with the County and Regional Board, monitoring and communicating the status of the schedule and budget. This task also includes Kennedy Jenks quality assurance procedures. For purposes of this scope of services, it is assumed that the project duration will be through early 2026 and that project management will be provided for that duration. Project management will only be provided for the tasks included in this scope of services.

Task 2 – October 2025 Semiannual Monitoring and Reporting

Monitoring:

Kennedy Jenks will subcontract with Blaine Tech Services, Inc. (Blaine) to provide the groundwater monitoring at the Site. Monitoring will be conducted in October 2025. Water-level measurements will be collected at 12 monitoring wells and 5 extraction wells. Groundwater samples will be collected from 12 wells, and surface water samples will be collected at three locations within Lake San Antonio. The surface water samples will be collected as grab samples from locations near the lake shoreline. Blaine will coordinate delivery of samples to the analytical laboratory.

Twenty water samples (12 monitoring well, 5 extraction well, and 3 lake) will be analyzed for volatile organic compounds (VOCs) by EPA method 8260 and for total petroleum hydrocarbons as gasoline (TPHg) and diesel (TPHd) by EPA method 8015. Samples will be analyzed on a standard turnaround basis.

One composite investigation-derived waste sample will be collected from the purge water drums and analyzed for volatile organic compounds (VOCs) plus fuel oxygenates by EPA method 8260, Title 22 Metals EPA Method 6010B/7471A, and for total petroleum hydrocarbons as gasoline (TPHg) and diesel (TPHd) by EPA method 8015.

Quality control samples will also be collected and will consist of 2 duplicate groundwater samples, one equipment blank sample, and 1 trip blank sample. Quality control samples will be analyzed for the same suite of analyses as the water samples, with the exception of the equipment blank sample, which will only be analyzed for VOCs and fuel oxygenates by EPA Method 8260.

Investigation-derived waste generated during the monitoring event will be containerized and left onsite. Kennedy Jenks will arrange for disposal of the waste when the analytical results are available under Task 4 below.

Reporting:

Kennedy Jenks will prepare a semiannual report to summarize the results of the monitoring event. The semiannual report will be submitted to the Regional Board by 30 December 2025. The report will have a similar format to prior semiannual reports for the Site. Historical data will be included in an appendix to the report. An electronic version of the draft report will be provided to the County for review and comment prior to submittal to the Regional Board. The final report will be submitted to the Regional Board via Geotracker.

All written reports required under this Agreement must be delivered to David J. Bolton, Risk Manager, in accordance with the schedule above.

Task 3 – Re-Survey the Network of Onsite Wells

Well elevation discrepancies were identified during Kennedy Jenks historic data review activities. Therefore, budget for this task is requested to have all eighteen onsite wells resurveyed (12 groundwater monitoring wells, 5 extraction wells, and 5 air sparge wells) so accurate well elevations and location data can be incorporated into the Site database to support groundwater gradient calculations.

Task Assumption:

The survey activities will require a Kennedy Jenks staff member to visit the Site to assist with locating and opening the network of wells.

Task 4 – Investigation-Derived Waste Removal and Disposal

This task will cover the pickup and disposal of seven investigation-derived waste drums from the Site. Four drums are currently onsite from prior groundwater monitoring activities, and three drums are expected to be generated from the October 2025 sampling event.

Task Assumption:

A Site visit will not be required for the drum pickup and removal activities.

Task 5 – Data Migration, Database Setup, and PowerBi Visualization Platform Setup and Evaluation

Available historical hardcopy and GeoTracker groundwater elevation and chemical constituent data will be loaded into an environmental database. The newly collected well survey data and historical boring location data will be georeferenced and all data will be uploaded to a PowerBI Dashboard that will aid in future data manipulation/evaluation. Kennedy Jenks will then evaluate the data set to answer key questions posed by the Regional Board including but not limited to:

- How water levels in the lake relate to groundwater elevations,
- Is there still a threat to the lake from the former release,
- Does there appear to be a secondary source of impact that has not been addressed, and
- Are there any other actions that might change the risk profile that currently exists at the Site.

This evaluation will include generation of materials that will be used to answer these questions and to convey current Site conditions to the Regional Board during the meeting identified below as Task 6.

Task Assumption:

A contingency budget of ~\$4,800 has been included in the budget for this task to process data from the pre-2007 reports Kennedy Jenks has requested from the Regional Board. On 23 September 2025 the Regional Board informed Kennedy Jenks that their office is currently closed for renovations and that access to their files would be available when the office reopens in a few weeks.

Task 6 – Participation in a Future Project Status Review Meeting with the Regional Board

Once the activities in Task 5 have been completed, Kennedy Jenks will prepare for and schedule a pre-call with the County to review our findings. Thereafter, a call/meeting will be scheduled with the Regional Board to present our findings and determine the appropriate next steps for the Site.

Task 7 – Next Steps Scope of Work Development and Budgeting

Based on the outcome of the Regional Board call/meeting, Kennedy Jenks will prepare a scope of work and Contract Amendment Request for action items agreed to during the call/meeting. This will include future groundwater monitoring activities in 2026. Kennedy Jenks assumes developing a scope of work and costs for remedial actions will not be necessary.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$126,080 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following project task breakdown and the attached 2 January 2025 rate schedule.

Budget

Services will be provided on a time-and-expense reimbursement basis. The budget for the current scope and level of effort is summarized for each task as follows:

Task	Amount
Outstanding Invoice and Post-Invoice Billings Accrued	\$23,480
Task 1 – Project Management, Client, and Agency Communications	\$9,500
Task 2 – October 2025 Semiannual Monitoring and Reporting	\$24,800
Task 3 – Re-Survey the Network of Onsite Wells	\$9,700
Task 4 – Investigation-Derived Waste Removal and Disposal	\$6,100
Task 5 – Data Migration, Database Setup, and PowerBi Visualization Platform Steup and Evaluation	\$36,400
Task 6 – Participation in a Future Project Status Review Meeting with the Regional Board	\$8,100
Task 7 – Next Steps Scope of Work Development and Budgeting	\$8,000
Total Budget Request	\$126,080

The budget is developed based on the scope of services and tasks stated above. If underlying assumptions are off target, we reserve the right to discuss modification of the scope and budget with the County.

Project Team

Robert (Bob) Logan, P.G. (Engineer-Scientist-Specialist 8) will serve as the Client Service Manager and Technical Lead.

William (Ryan) Strandberg, P.G. (Engineer-Scientist-Specialist 6) will serve as the Project Manager and primary point of contact for the County. Ryan will be responsible for monitoring and management of the team and budget. Ryan will coordinate and direct the Kennedy Jenks project team members.

Mike McLeod, P.G. (Engineer-Scientist-Specialist 5) will serve as the Project Geologist and will prepare the semiannual report for the Site.

Other Kennedy Jenks staff will participate on a task-specific basis, as directed by the Project Manager.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Attachment: 2 January 2025 Schedule of Charges

Client: County of Monterey
168 W. Alisal Street, 3rd Floor,
Salinas, CA 93901

Contract/Proposal Date: 10/7/2025

Schedule of Charges

Date: January 2, 2025

PERSONNEL COMPENSATION

Classification	Hourly Rate
Aide	\$70
Administrative Assistant	\$94
Project Administrator	\$109
CAD Technician	\$121
Field Technician	\$140
Senior Technician	\$154
Engineer-Scientist-Specialist 1	\$154
Engineer-Scientist-Specialist 2	\$181
Engineer-Scientist-Specialist 3	\$206
Engineer-Scientist-Specialist 4	\$235
Engineer-Scientist-Specialist 5	\$261
Engineer-Scientist-Specialist 6	\$289
Engineer-Scientist-Specialist 7	\$302
Engineer-Scientist-Specialist 8	\$322
Engineer-Scientist-Specialist 9	\$327

In addition to the above Hourly Rates, a three percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

DIRECT EXPENSES

Reimbursement for direct expenses from outside sources such as those listed below incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- Laboratories, drillers, consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions (generally in excess of \$50), equipment usage, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, for a three-year period from the specified contract date. After that three-year period, invoices will reflect the Schedule of Charges negotiated at that time.