

**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, a corporation hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** 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:

Environmental consulting services for the San Antonio Dam Spillway Replacement Project and Nacimiento Dam Plunge Pool Project
 - 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 **August 10, 2026** by CONTRACTOR and Agency, and will terminate on **December 31, 2028**, 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 Nine hundred Thousand Five Hundred Thirty Five Dollars no cents.
(\$ 900,535.00).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- c) 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.
- d) 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.
- e) 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 AGENCY 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 Agency, 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 Agency, or defect in a design furnished by the Agency, 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 the Agency 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 the Agency, 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 or willful misconduct of the Agency, or defect in a design furnished by the Agency.

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. 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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Agency.

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, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations

performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Agency, 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 always 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. 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. Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Agency against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State Website: <https://webstandards.ca.gov/accessibility/>.
9. 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.
10. 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.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
18. 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.
19. 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.
20. 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.
21. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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. CONTRACTOR will be given enough time to work prudently and safely.
28. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:

Ryan Jolley_____

Agency’s designated administrator of this Agreement shall be:

Shaunna Murray_____

29. 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: Shaunna Murray

Address: 1441 Schilling Pl., Salinas, Ca 93901

Telephone: 831.755.4860

Fax:

E-Mail: murraysl@countyofmonterey.gov**TO CONTRACTOR**

Name: Ryan Jolley

Address:

11010 White Rock Rd., Ste. 200, Rancho Cordova, Ca 95670

Telephone: 916.596.0790

Fax:

E-Mail: rjolley@geiconsultants.com

30. 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.
31. 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.
32. 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.
33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Fee Schedule

34. Force Majeure. Force Majeure "Event of Force Majeure" means an event beyond the control of CONTRACTOR and Agency, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of CONTRACTOR or its subcontractors.

Neither Agency nor CONTRACTOR shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either Agency or CONTRACTOR shall give written notice to the other upon becoming aware that an Event of Force Majeure.

35. Dispute Resolution. Both Parties agree to submit any claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

36. 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.

[Section intentionally left blank]

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

**CONTRACTOR:
GEI Consultants**

BY:

BY:

Ara Azhderian
General Manager

Type Name:

Title:

Date:

Date:

BY:

Type Name: _____

Title:

Date:

* 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 ¹:

Approved as to fiscal provisions:

Chief Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

GEI Consultants Scope of Work

All deliverables will be submitted in electronic format. All draft deliverables will be submitted to Monterey County Water Resources Agency (MCWRA) for one round of review. Draft deliverables will then be finalized by incorporating MCWRA's edits and making additional revisions based on one set of consolidated comments from MCWRA.

San Antonio Dam Spillway Replacement Project Environmental Consultant Services

The following presents GEI Consultants, Inc. (GEI) proposed scope of work for the San Antonio (SA) Dam Spillway Replacement Project. GEI's cost estimate is provided in **Table 1** at the end of the proposed scope of work.

Task SA-1 Project Management and Team Coordination

GEI shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. GEI shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

GEI's project manager and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) lead, permitting lead, and Environmental Impact Report (EIR) manager will attend a kick-off meeting with MCWRA staff to address the project work plan and schedule and to establish processes, including communication preferences by MCWRA staff and a uniform project file system. Ryan Jolley and two additional key staff are also prepared to attend twice-monthly, hour-long virtual status meetings with MCWRA and Program Manager throughout the duration of the technical studies and CEQA phase. If permitting support is required after the CEQA phase, additional monthly meetings will be held.

Ryan Jolley will maintain the project budget and schedule developed for this proposal, including all tasks and deliverables, key milestones, and decision points. He will manage the project, administer the contract, oversee task authorizations, coordinate with the MCWRA team to complete this scope of work, review all draft and final deliverables, and prepare monthly progress reports and invoices. GEI will set up a project-specific MS Teams channel or SharePoint site and provide MCWRA staff access for data collection, file sharing, and document reviews. GEI will develop a preliminary cost estimate for environmental mitigation measures when the Draft EIR is completed and update the cost estimate as mitigation is finalized in the Mitigation Monitoring and Reporting Program (MMRP).

Task SA-1 Deliverables:

- Project Schedule (maintained)
- Meeting Agendas and Notes
- Monthly Invoices and Progress Reports

Task SA-2 Project Description

The project description will be based on the 30% design, refinements anticipated between 30% and 60% design, and other information developed by MCWRA's design team. The project description will describe the project location, project objectives, existing facilities, facilities to be removed, proposed spillway components, and other components and their characteristics, construction (sequence, work zones, access, equipment and storage areas, haul routes, number of workers, number of days and times, and methods), any new or different maintenance activities, and anticipated permits and approvals. GEI will work with MCWRA and the design team to identify and describe the logistical aspects of project construction. The project description will contain figures of the regional project components, spillway components and other components, and construction areas, and will include design schematics, cross sections, and other illustrations as needed to clearly convey information.

Task SA-2 Deliverables:

- Draft and Final Project Description

Task SA-3 Initial Study and Notice of Preparation

MCWRA anticipates that an EIR is required for the Project. In accordance with the State CEQA Guidelines Section 15082, GEI will prepare a Notice of Preparation (NOP) of an EIR, including a summary project description, project location map, and a list of the potential environmental effects that will be evaluated in the Draft EIR—provided by the Initial Study (IS) checklist. GEI will prepare the IS in accordance with State CEQA Guidelines Appendix G Environmental Checklist (Appendix G) using the Spillway Alternatives Analysis, additional project information provided by MCWRA, and information on environmental conditions in publicly available databases, documents, and MCWRA's Interlake Tunnel and Spillway Modification Project Draft EIR.

Following an initial kickoff to introduce GEI's technical specialists to the project details and existing reports and information, GEI's project team will meet to verbally discuss analytical approaches to address the questions in the Appendix G checklist, focus the analysis, and begin identifying mitigation strategies for impacts anticipated to be significant. The IS will provide substantial evidence to support conclusions for topics that will be focused out of the EIR based on the lack of potentially significant impacts. For topics analyzed in detail in the EIR, the Initial Study will identify the potential for significant impacts and describe the framework that will be used in the EIR analysis. After review and approval by MCWRA, the IS will be included as an attachment to the CEQA NOP. Both the NOP and IS shall be submitted to the State Clearinghouse, the Monterey County Recorder, and other interested parties in electronic (PDF) format.

Task SA-3 Deliverables:

- Draft and Final NOP and Initial Study

Task SA-4 EIR Preparation

Task SA-4.1 Finalize CEQA Strategy

After the public scoping period has closed, GEI will prepare a table summarizing comments received on the NOP and identifying relevant EIR sections where the comment will be addressed. GEI's project manager and EIR manager (see staffing section for description of roles) will attend a meeting with MCWRA staff to discuss the strategy for the EIR considering the conclusions of the Initial Study and any comments received on the NOP. This discussion will outline the analytical approach and anticipated mitigation measures for those topics identified for detailed EIR analysis based on the Initial Study. The meeting discussion will also include an initial outline of alternatives for consideration, based on the design work already done, and the potential for alternatives to meet the CEQA requirement of reducing one or more significant project impacts. We will also discuss the likely cumulative projects and scope of the cumulative analysis. The intent of this approach meeting is to confirm alignment of GEI's CEQA strategy with MCWRA's expectations and minimize the need for substantial changes between the Administrative Draft and Draft EIR based on MCWRA's comments, as prioritized in the RFQ. The meeting conclusions and approach will be documented in a meeting summary, and GEI will begin preparation of the Administrative Draft EIR.

Task SA-4.2 Prepare Cultural Resources Technical Memorandum and Support AB 52 Consultation

GEI will prepare a Cultural Resources Technical Memorandum to support the project throughout CEQA. The technical memorandum will present methods and findings of a California Historical Resources Information System (CHRIS) records search, a desktop geoarchaeological review, archival research, a pedestrian field survey covering up to 20 acres for the San Antonio Project, a search of the Sacred Lands File with the Native American Heritage Commission, outreach with historical societies, evaluation of resources for inclusion in the CRHR, and an impacts assessment. GEI's cost estimate includes evaluating the following five historic era-built environment resources that will be evaluated for inclusion in the CRHR: San Antonio Dam, two road segments, a building, and a pad that have been identified within the preliminary 20-acre study area. GEI's cost estimate assumes that there are no archaeological resources within the study area and the five built environment resources within the project area will be recommended not eligible for inclusion in the CRHR.

Additionally, GEI will assist MCWRA by providing an Assembly Bill (AB) 52 assistance package that includes AB 52 notification letters, a correspondence tracker, and applicable legislation to assist MCWRA implement AB 52. After receipt of notification letters, Native American contacts have 30 days to reply to a request for consultation under AB 52. GEI's cost estimate assumes no tribal responses will be received to the notification letters, no Tribal Cultural Resources will be identified, and the environmental document will result in no impact to tribal cultural resources.

Task SA-4.3 Conduct Biological Resources Survey

GEI will review available information on sensitive biological resources that may be present in the vicinity of the project site, including information from the California Natural Diversity Database; the California Native Plant Society Inventory of Rare, Threatened, and Endangered Plants of California; the species list from the U.S. Fish and Wildlife Service (USFWS) Information for

Planning and Consultation website; and other relevant sources. GEI will then conduct a reconnaissance-level survey and site evaluation covering up to 20 acres for the San Antonio Project, focusing on characterizing site conditions and onsite habitats, identifying any potential sensitive habitats, confirming habitat suitability for various special-status species, and evaluating adjacent land uses and habitats that could be impacted by the project. GEI's cost estimate does not include protocol-level surveys for special-status plant or wildlife species. A biological resources survey will be conducted by two GEI biologists in a 10-hour field day, excluding travel time. A separate biological technical report is not necessary for the San Antonio Project and biological information and analysis will be incorporated into the Draft EIR.

Task SA-4 Deliverables:

- Public Scoping Comments Table Summary, CEQA Strategy Meeting Notes (Task SA-4.1)
- Draft and Final Cultural Resources Technical Memorandum (Task SA-4.2)
- Draft and Final AB52 Notification Guidance including Notification Letters (Task SA-4.2)
- Draft and Final Habitat Maps (Task SA-4.3)

Task SA-5 Prepare Administrative Draft EIR

GEI shall conduct all environmental studies necessary to complete an accurate and defensible EIR. All relevant comments from the scoping process shall be considered in preparing the EIR. The Administrative Draft EIR (ADEIR) shall be prepared as a complete deliverable and as close to a final reproducible copy as possible to facilitate MCWRA review. MCWRA and Program Manager will meet with the GEI to review revisions to the ADEIR. The intent is that MCWRA and GEI will have worked closely together and minimal review and revision will be required to develop the Draft EIR from the ADEIR.

GEI will prepare an ADEIR using a template approved by MCWRA and following the requirements of the State CEQA Guidelines for EIRs. The EIR contents and outline will follow the strategy and approach outlined in Task SA-4.1 based on discussion with MCWRA staff. GEI assumes that the following resource topics are not evaluated in the Draft EIR because they would not result in potentially significant impacts and are dismissed from further analysis in the IS: agriculture and forestry, energy, land use and planning, mineral resources, population and house, public services, recreation, transportation, and utilities and service systems.

For the remaining resource topics carried through to ADEIR for further environmental analysis, GEI will provide a detailed description of the environmental and regulatory setting (focusing on information supporting the impact analysis), significance criteria, methods used to evaluate impacts, relevant comments from public scoping, and detailed impact analyses. If a significant impact could occur, feasible mitigation measures will be identified to reduce the impact to a less-than-significant level to the extent possible. Information from the Interlake Tunnel and Spillway Modification Project Draft EIR will be used to the extent possible. GEI will also conduct the following for the ADEIR.

- GEI will use a standard air quality model to estimate construction-related emissions of criteria air pollutant for comparison to Monterey Bay Unified Air Pollution Control District requirements and thresholds for construction emissions.

- We will qualitatively evaluate short-term exposure of any nearby sensitive receptors to air pollutants.
- GEI will incorporate the findings from the biological resource background research and surveys conducted in Task SA-4.3 into the EIR section.
- GEI will incorporate the findings from existing cultural resources assessments provided by MCWRA and information developed in Task SA-4.2 to determine impacts to and potential mitigation for cultural resources.
- GEI will develop an estimate of construction GHG emissions from the air quality model and will identify amortized emissions over the anticipated lifespan of the project.
- GEI will conduct noise modeling of construction activities near sensitive receptors if needed, using the Federal Highway Administration's Roadway Construction Noise Model.

GEI will identify projects for the cumulative impacts analysis based on the Interlake Tunnel and Spillway Modification Project Draft EIR, additional projects identified by MCWRA and the design team in Task SA-4.1, and review of other publicly available information. The cumulative impact analysis will discuss the incremental effects of the project within the context of cumulative impacts at a lesser level of detail than the effects of the project alone. for consistency.

The alternatives analysis in the EIR will discuss the alternatives development/screening process employed by MCWRA for the project, identify alternatives considered but dismissed, and evaluate a reasonable range of alternatives considered, including the No Project Alternative, in comparison to the proposed project. Working closely with MCWRA, including as described in Task SA-4.1, GEI will identify a reasonable range of alternatives with the potential to reduce or avoid one or more of the significant impacts of the project, as required by CEQA.

Task SA-5 Deliverables:

- ADEIR

Task SA-6 Prepare Draft EIR and NOA

GEI will prepare an electronic screen check Draft EIR with all revisions made as required by MCWRA, with a 5-day review period prior to public release. GEI will prepare a Notice of Availability for posting at the time of release.

Task SA-6 Deliverables:

- Screencheck Draft EIR
- Draft EIR and all Attachments
- Draft and Final Notice of Availability

Task SA-7 Prepare Draft Responses to Comments

Pursuant to Section 15088 of the CEQA Guidelines, MCWRA, as the Lead Agency for the Project, is required to review and address all comments received on the Draft EIR. GEI shall adequately address received comments in both Master and Specific comments. Each written response will paraphrase the specific comments being responded to, followed by an appropriate response in keeping with the CEQA Guidelines and current CEQA practice. GEI will review, organize, and bracket comments received on the Draft EIR and identify comments requiring discussion with MCWRA. GEI will prepare responses to comments raising significant environmental issues, as

required by CEQA. The level of detail in the response will be dependent on the nature and level of detail of the comment. General responses will be provided to general comments, and master responses may be developed for multiple comments with similar topics. Responses will include reference to substantial evidence needed to defend the EIR in court. GEI will attend a meeting with MCWRA to review and discuss written and verbal comments received on the EIR and proposed responses and edits to the Draft EIR text.

Task SA-7 Deliverables:

- Draft Responses to Comments

Task SA-8 Prepare Administrative Final EIR

Upon receipt of MCWRA comments on the draft responses to comments document, GEI will prepare an Administrative Draft Final EIR (ADFEIR). The ADFEIR will incorporate all agency revisions to the draft responses to comments, as appropriate.

Task SA-8 Deliverables:

- ADFEIR

Task SA-9 Prepare Final EIR

GEI will incorporate MCWRA revisions to the ADFEIR into a screencheck draft of the Final EIR. The screencheck draft will contain all final text revisions and be presented in publishable format for final review by MCWRA. GEI will incorporate any final revisions to the Final EIR. If needed, MCWRA will print and circulate the Final EIR.

Task SA-9 Deliverables:

- Final EIR including all Attachments

Task SA-10 Prepare Findings, Statements of Overriding Considerations, NOD, and MMRP

GEI will assist MCWRA and legal counsel in preparing the Findings of Fact in a separate Findings document. GEI will work with MCWRA in the development and review of the Findings of Fact. The Findings will be submitted to MCWRA with the Final EIR for consideration and adoption by the Agency Board of Supervisors prior to project approval. A draft findings document will be submitted to MCWRA for review. Comments received on the Draft finding document will be incorporated into the final Findings of Fact.

If MCWRA chooses to approve the proposed project and the project will result in the significant environmental effects, MCWRA will be required to state in writing the specific reasons to support its action based on information contained in the Final EIR and/or other information in the record. The Statement of Overriding Considerations will document these decisions and will be submitted with the Findings to MCWRA for consideration and adoption by the MCWRA Board of Supervisors prior to project approval. GEI will assist MCWRA and legal counsel in preparing a draft Statement of Overriding Considerations document which will be submitted to MCWRA for review. Comments received on the Draft will be incorporated into the final Statement of Overriding Considerations.

The Draft EIR analysis will identify and discuss resource benefits, as well as impacts required by CEQA, so that these benefits can be used in the Findings, and Statement of Overriding Considerations if required, for a more robust summary of not only project impacts but project benefits as well.

GEI will develop the MMRP for all mitigation measures required in the Final EIR. The MMRP will include the proposed mitigation measures; specific actions to be carried out by the responsible party; parties responsible to implement the actions; parties responsible for monitoring the action; timing of the action; and the reporting of the results of that mitigation effort.

GEI will prepare the CEQA Notice of Determination (NOD) within 5 working days after approval of the project and deliver it to the State Clearinghouse and the Monterey County Recorder.

Task SA-10 Deliverables:

- Draft and Final Findings of Fact
- Draft and Final Statement of Overriding Considerations (if necessary)
- Draft and Final MMRP
- Draft and Final NOD

Task SA-11 Final EIR Certification/Public Outreach

GEI will aid in the development of and presentation of materials to support MCWRA during its Public Hearing to consider whether to certify the Final EIR and approve the proposed project. An action item is required at both the Monterey County Water Resources Agency Board of Directors and the Monterey County Water Resources Agency Board of Supervisors to complete the certification and approval process. GEI will also maintain the stakeholder and public agency contact database for the Project. At least ten (10) days prior to hearing, GEI will submit responses to comments to EIR commenters.

Task SA-11 Deliverables:

- Meeting Materials (as needed)

Task SA-12 Public Meetings

GEI shall prepare for and participate in the following meetings.

- **Public Scoping Meeting for EIR.** This meeting involves soliciting from the public the issues and concerns that should be addressed in the EIR. GEI will run this meeting using the latest industry standard graphics and presentation software and will provide all meeting materials. GEI will be responsible for preparing (in coordination with MCWRA staff) materials and sending notices of the meeting and preparing a summary record of the meeting's proceedings.
- **Public Review Meeting for Draft EIR.** The Draft EIR will be presented at this meeting. GEI will provide a presentation using the latest industry standard graphics and software and provided all meeting materials. GEI will be responsible for preparing (in coordination with MCWRA staff) and sending notices of the meeting and preparing a summary record of the meeting's proceedings. Written public comments received during the meeting will be included in the environmental record.

For each meeting, GEI will prepare a PowerPoint presentation highlighting the project, EIR preparation and conclusions, and the CEQA process for use during the meeting. Prior to each public meeting, GEI will review the presentations and meeting details in a meeting with MCWRA staff and will make updates based on input received. Following each public meeting, GEI will prepare a summary of the meeting proceedings.

Task SA-12 Deliverables:

- Meeting Notice(s) and Materials
- Meeting Summary
- Meeting PowerPoint Presentations

Task SA-13 Public Outreach

GEI shall prepare a mailing list of special interest groups and other stakeholders resulting from MCWRA meetings/interviews. GEI will also maintain a contact management system to trace all contact with stakeholders, other agencies and members of the public at large. GEI will assist MCWRA in developing protocols for public communications related to the Project, maintain a project database and will assist MCWRA with providing information to the public including: posting on MCWRA's website and emails to stakeholders, assist in the preparation for and participation with MCWRA staff in at least two (2) public meetings as defined in Task SA-3.12, and public meeting quality electronic exhibits.

GEI will assist MCWRA with public outreach, including developing a mailing list of interest groups and stakeholders, maintaining a contact management system to document interactions with agencies and the public, and provide up to four updates for posting on MCWRA website and distributing to interested parties via email. GEI will also mail notices, including the NOP and NOA, on behalf of MCWRA. We have included mailing cost for up to 30 hard copies of the NOP and NOA. Our cost estimate assumes MCWRA will publish the public notice in the newspaper(s) and have electronic access available to all CEQA-related documents.

Task SA-13 Deliverables:

- Draft and Final Meeting Notice(s) and Materials
- Mailing List
- Contact Management System
- Four Project Update Narratives
- Mailing up to 30 Copies Each of the NOP and NOA

Task SA-14 Permits and Other Approvals

Task SA-14.1 Conduct Aquatic Resources Delineation

GEI will review USFWS National Wetland Inventory maps, Natural Resources Conservation Service soil survey information, U.S. Geological Survey 7.5-minute series topographic maps, and aerial photographs of the project sites in preparation for an ARD. GEI will conduct the ARD in accordance with current USACE methodologies and prepare an ARD Report that follows USACE Minimum Standards for Acceptance of Aquatic Resources Delineation Reports. The ARD will be conducted within the reservoir area leading to the spillway, the spillway proper, and the spillway

channel below the flip bucket to the confluence with the San Antonio River. The delineation will accurately depict the location and extent of waters of the U.S. potentially subject to USACE jurisdiction under CWA Section 404 and waters of the state under Section 401 of the CWA or Porter-Cologne Water Quality Control Act.

Task SA-14.2 Prepare Permitting Strategy

If it is determined that permits are needed for the project, then GEI will develop a comprehensive environmental and regulatory compliance strategy plan that addresses both federal and state laws and regulations, specifically the federal and California Endangered Species Acts (ESAs), CWA, and Section 1602 of the California Fish and Game Code. The strategy will identify the permit types to be sought and provide potential options for satisfying habitat mitigation and other requirements. Specifically, GEI will:

- Identify permit triggers and methods and processes for obtaining required permits and authorizations.
- Present a detailed strategy identifying the constraints and benefits of selecting a permitting process.
- Consider the implications of the permitting and compensatory mitigation pathways on the objectives and schedule.
- Summarize general timeframes, costs, and other requirements.

Task SA-14 Deliverables:

- Draft and Final Aquatic Resources Delineation (Task SA-14.1)
- Draft and Final Permitting Strategy including summary permits and approvals required to implement the project, general approach and cost estimate (Task SA-14.2)

Task SA-15 Optional Task: Prepare and Process Permit Applications

If permits are required based on work performed in Task SA-14, then GEI will prepare permit applications and support MCWRA in permit negotiations and approvals following the strategy, scope, and budget developed in Task SA-14.

Task SA-15 Deliverables:

- To be determined upon completion of Task SA-14.

Table 1. Detailed Cost Estimate for San Antonio Dam Spillway Replacement Project Environmental Consulting Services

		Eng. Grade 8 Senior Consultant	Env. Grade 8 Senior Consultant	Env. Grade 7 Senior Professional	Env. Grade 6 Senior Professional	Eng. Grade 5 Senior Professional	Env. Grade 5 Senior Professional	Env. Grade 4 Project Professional	Env. Grade 2 Project Professional	Env. Grade 1 Staff Professional	Word Processor	Total Hours	Total Dollars
Task	Task Name	\$368	\$315	\$275	\$220	\$238	\$195	\$160	\$120	\$100	\$100		
SA-1	Project Management and Team Coordination												
	Meetings (1 kickoff meeting and 34 bi-monthly 1 hours meetings from Sept 2026 to January 2028)		38	38			38					114	\$ 29,830
	Project administration and coordination (assumes 17 months of work)		50	5			20					75	\$ 21,025
	Mitigation measures cost estimate		4	8			8					20	\$ 5,020
	Subtotal Task 1	0	92	51	0	0	66	0	0	0	0	209	\$ 55,875
SA-2	Project Description												
		4	10	5		4	80	45				148	\$ 29,749
SA-3	Initial Study and NOP												
			10	14	4		110	44				182	\$ 36,370
SA-4	EIR Preparation												
SA-4.1	Finalize CEQA Strategy		16				16					32	\$ 8,160
SA-4.2	Prepare Cultural Resources Technical Memorandum and Support AB 52 Consultation			25	30			96	120		8	279	\$ 44,035
SA-4.3	Conduct Biological Resources Survey			20			30	30		40	8	128	\$ 20,950
	Subtotal Task 4	0	16	45	30	0	46	126	120	40	16	439	\$ 73,145
SA-5	Prepare Administrative Draft EIR												
	Introduction						10					10	\$ 1,950
	Aesthetics						40	8				48	\$ 9,080
	Air Quality (including emissions modeling)							60				60	\$ 9,600
	Biological Resources			8			28	10				46	\$ 9,260
	Cultural Resources			8	8			16	16			48	\$ 8,440
	Geology and Soils			24				22				46	\$ 10,120
	Greenhouse Gas Emissions (emissions modeling covered under air quality)							24				24	\$ 3,840
	Hazards and Hazardous Materials						30					30	\$ 5,850
	Hydrology and Water Quality			24				6				30	\$ 7,560
	Noise							40				40	\$ 6,400
	Tribal Cultural Resources			16				16				32	\$ 6,960
	Wildfire						24					24	\$ 4,680
	Other CEQA except Cumulative						8					8	\$ 1,560
	Cumulative Impacts						40					40	\$ 7,800
	Alternatives						40					40	\$ 7,800
	Executive Summary						20					20	\$ 3,900
	Compile and Review Administrative Draft EIR		20	16			50			6		92	\$ 21,050
	Subtotal Task 5	0	20	96	8	0	290	202	16	0	6	638	\$ 125,850
SA-6	Prepare Draft EIR and NOA												
			10	10	2		47	15			24	108	\$ 20,305
SA-7	Prepare Draft Responses to Comments												
	(assumes up to 60 hours to prepare draft responses)		16	12	2		42				10	82	\$ 17,970
SA-8	Prepare Administrative Final EIR												
			8	8			40	8			8	72	\$ 14,600
SA-9	Prepare Final EIR												
			4				24					28	\$ 5,940
SA-10	Prepare Findings, Statement of Overriding Considerations, NOD, and MMRP												
			6				20				2	28	\$ 5,990
SA-11	Final EIR Certification/Public Outreach												
			4				10					14	\$ 3,210
SA-12	Public Meetings												
			20				20				10	50	\$ 11,200
SA-13	Public Outreach												
			20	0			20				10	50	\$ 11,200
SA-14	Permits and Other Approvals												
SA-14.1	Conduct Aquatic Resources Delineation		2		90			68			4	164	\$ 31,710
SA-14.2	Prepare Permitting Strategy		4	26	4		20					54	\$ 13,190
	Subtotal Task 14	0	6	26	94	0	20	68	0	0	4	218	\$ 44,900
SA-15	OPTIONAL TASK: Prepare and Process Permit Applications (if required)												
	Cost TBD at a later date, if needed, based on Task 14 Deliverable											TBD	TBD
	Total Labor Hours	4	242	267	140	4	835	508	136	40	90	2,266	
	Total Labor Dollars	\$1,472	\$76,230	\$73,425	\$30,800	\$952	\$162,825	\$81,280	\$16,320	\$4,000	\$9,000		\$ 456,304

Other Direct Costs	
Cultural Resources Records Search and Survey Travel Expenses (Task 4.2)	\$ 3,200
Biological Survey Travel Expenses (Task 4.3)	\$ 2,200
Kickoff and Public Meeting Travel Expenses (Tasks 1 and 12)	\$ 2,700
Total Other Direct Costs	\$ 8,100

Total Estimated Project Cost WITHOUT Optional Task 15 \$ 464,404

Nacimiento Plunge Pool Project Environmental Consulting Services

The following presents GEI Consultants, Inc. (GEI) proposed scope of work for the Nacimiento (N) Plunge Pool Project. GEI's cost estimate is provided in **Table 2** at the end of the proposed scope of work.

Task N-1 Project Management and Team Coordination

GEI shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. GEI shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

GEI's project manager and CEQA/NEPA lead, permitting lead, and Initial Study/Mitigated Negative Declaration (IS/MND) manager will attend a kick-off meeting with MCWRA staff to address the project work plan and schedule, and to establish processes, including communication preferences by MCWRA staff and a uniform project file system. Ryan Jolley and up to two additional key staff are also prepared to attend twice-monthly, hour-long virtual status meetings with MCWRA and Program Manager throughout the duration of the technical studies and CEQA phase. Additionally, during the permitting and after the CEQA phase is complete, monthly meetings will be held.

Ryan Jolley will maintain the project schedule developed for this proposal, including all tasks and deliverables, key milestones, and decision points. Ryan will oversee the task authorization and provide project management, including coordination with MCWRA team to complete this scope of work; providing review of all draft and final deliverables; and time for administration of the contract, preparing progress reports, and invoicing. GEI will set up a project specific MS Teams channel or SharePoint and provide MCWRA staff access for data collection, file sharing, and document reviews. GEI will develop a preliminary cost estimate for environmental mitigation measures with the IS/MND and update the cost estimate when the MMRP is completed and again when permits are obtained.

Task N-1 Deliverables:

- Project Schedule (maintained)
- Meeting Agendas and Notes
- Monthly Invoices and Progress Reports

Task N-2 Project Description

The project description will be based on the 30% design, refinements anticipated between 30% and 60% design, and other information developed by MCWRA's design team. The project description will describe the project location, project objectives, existing facilities, RSP bank stabilization, other components and their characteristics, construction (sequence, work zones, access, equipment and storage areas, haul routes, number of workers, number of days and

times, and methods), any new or different maintenance activities, and anticipated permits and approvals. GEI will work with MCWRA and the design team to identify and describe the logistical aspects of the project construction. The project description will contain figures of the regional project components, spillway components and other components, and construction areas, and will include design schematics, cross sections, and other illustrations as needed to clearly convey information.

Task N-2 Deliverables:

- Draft and Final Project Description

Task N-3 CEQA Documentation

Task N-3.1 Finalize CEQA Strategy

Once the project description details have been identified and additional information has been collected, GEI will hold an internal workshop with our CEQA team to briefly review the Appendix G Checklist and identify the proposed analytical approach, likely impact conclusions, additional information to be collected, and begin to identify mitigation measures to address impacts that may be significant. Following this internal meeting, GEI's project manager and IS/MND manager will attend a meeting with MCWRA staff to confirm the type of CEQA document required for the project and the strategy for CEQA compliance; GEI assumes that an IS/MND will be the appropriate document to comply with CEQA requirements. At the meeting with

GEI's leadership team will outline the analytical approach and anticipated mitigation measures based on the initial outline discussion with GEI's team. GEI will also seek input from MCWRA staff on stakeholders and key issues that MCWRA may have identified during the design process or other related activities. The intent of this approach meeting is to confirm alignment of GEI's CEQA strategy with MCWRA's expectations and minimize the need for substantial changes between the Administrative Draft and public IS/MND based on MCWRA's comments, as prioritized in the RFQ. The meeting conclusions and approach will be documented in a meeting summary, and GEI will begin preparation of the Administrative Draft IS/MND.

Task N-3.2 Prepare Cultural Resources Technical Report and Support AB 52 Consultation

GEI will prepare a Cultural Resources Technical Report to support the project throughout CEQA and Section 106 of the NHPA. The technical report will present methods and findings of the following: a CHRIS records search, a desktop geoarchaeological review, archival research, a pedestrian field survey covering up to 20 acres for the Nacimiento Project, a search of the Sacred Lands File with the Native American Heritage Commission, outreach with historical societies, evaluation of resources for inclusion in the CRHR and National Register of Historic Places (NRHP), and an impacts and effects assessment.

GEI's cost estimate includes evaluating the following six historic era-built environment resources will be evaluated for inclusion in the CRHR/NRHP: Nacimiento Dam, Nacimiento Lake Drive, River Road, Heritage Road, a day use ramp, and a building that have been identified within the preliminary 20-acre study area. GEI's cost estimate assumes that there are no archaeological resources within the study area and the six built environment resources within the study area will be recommended not eligible for inclusion in the CRHR/NRHP.

Additionally, GEI will assist MCWRA by providing an AB 52 assistance package that includes AB 52 notification letters, a correspondence tracker, and applicable legislation to assist MCWRA in implementing AB 52. After receipt of notification letters, Native American contacts have 30 days to reply to a request for consultation under AB 52. GEI's cost estimate assumes no tribal responses will be received to the notification letters, no tribal cultural resources will be identified, and the environmental document will result in no impact to tribal cultural resources.

Task N-3.3 Prepare Biological Resources Technical Report

GEI will review available information on sensitive biological resources that may be present in the vicinity of the project site, including information from the California Natural Diversity Database; the California Native Plant Society Inventory of Rare, Threatened, and Endangered Plants of California; the species list from the USFWS Information for Planning and Consultation website; and other relevant sources. GEI will evaluate the potential for all relevant special-status species to occur within the area of potential effect established for the project, including areas disturbed for construction and staging activities. GEI will review USFWS National Wetland Inventory maps, Natural Resources Conservation Service soil survey information, U.S. Geological Survey 7.5-minute series topographic maps, and aerial photographs of the project sites. GEI will conduct a reconnaissance-level survey and site evaluation of up to 20 acres for the Nacimiento Project, focusing on characterizing site conditions and onsite habitats, identifying any potential sensitive habitats, confirming habitat suitability for various special-status species, and evaluating adjacent land uses and habitats that could be impacted by the project.

GEI will prepare a technical report to support CEQA and permitting using the information collected. GEI's cost estimate does not include protocol-level surveys for special-status plant or wildlife species.

Task N-3 Deliverables:

- CEQA Strategy Meeting Notes (Task N-3.1)
- Draft and Final Cultural Resources Technical Report (Task N-3.2)
- Draft and Final AB52 Notification Guidance including Notification Letters (Task N-3.2)
- Draft and Final Biological Resources Technical Report (Task N-3.3)

Task N-4 Prepare Administrative Draft IS/MND

GEI will prepare an Administrative Draft IS/MND using a template approved by MCWRA and following the requirements of the State CEQA Guidelines for IS/MNDs. The IS/MND contents and outline will follow the strategy and approach outlined in Task N-3.1 based on discussion with MCWRA staff. For each resource area section in the environmental analysis, GEI will provide a summary of the environmental and regulatory information supporting the impact analysis (i.e., at a much lesser level of detail than would be provided in an EIR), significance criteria, methods used to evaluate impacts, and detailed impact analyses. If a significant impact could occur, feasible mitigation measures will be identified to reduce the impact to a less-than-significant level to the extent possible. Information from the Interlake Tunnel and Spillway Modification Project EIR will be used to the extent possible. GEI will use conclusions developed in the environmental analysis to complete the mandatory findings. GEI will also conduct the following for the Administrative Draft IS/MND.

- GEI will use a standard air quality model to estimate construction-related emissions of criteria air pollutant for comparison to San Luis Obispo County Air Pollution Control District requirements and thresholds for construction emissions.
- We will qualitatively evaluate short-term exposure of any nearby sensitive receptors to air pollutants.
- GEI will incorporate the findings from the biological resource background research and surveys conducted in Task N-3.3 into the EIR section.
- GEI will incorporate the findings from existing cultural resources assessments provided by MCWRA and information developed in Task N-3.2 to determine impacts to and potential mitigation for cultural resources.
- GEI will develop an estimate of construction GHG emissions from the air quality model and will identify amortized emissions over the anticipated lifespan of the project.
- GEI will conduct noise modeling of construction activities near sensitive receptors if needed, using the Federal Highway Administration's Roadway Construction Noise Model.

Task N-4 Deliverables:

- Administrative Draft IS/MND

Task N-5 Prepare Public IS/MND and NOI

GEI will revise the Administrative Draft IS/MND based on one round of comments from MCWRA and coordinate with MCWRA to resolve any substantive comments. GEI will then prepare the Screencheck Public IS/MND and coordinate with MCWRA to resolve any remaining final comments, which are anticipated to be minor. GEI will then finalize the IS/MND for public review. GEI will also prepare a Notice of Intent (NOI) to adopt an MND. A newspaper notice will also be prepared and published for notifying the public of the NOI and public review and comment period.

Task N-5 Deliverables:

- Screencheck Draft IS/MND
- Public IS/MND
- Draft and Final NOI and Newspaper Notice

Task N-6: Prepare Responses to Comments

CEQA does not require responding to comments received on an IS/MND. However, many lead agencies elect to prepare responses to comments to provide complete documentation in the CEQA Administrative Record. GEI will provide up to 40 hours of support to bracket, categorize, and prepare responses to comments for MCWRA.

Task N-6 Deliverables:

- Draft and Final Responses to Comments

Task N-7 Prepare NOD, NOC, and MMRP

An MMRP will be prepared using the mitigation measures identified in the IS/MND and satisfying requirements of CEQA Guidelines Section 15074(d). A table will be prepared that identifies each mitigation measure, implementation duration, monitoring duration, and

responsibility for implementation and monitoring. A draft of the MMRP will be submitted to MCWRA for review and comment. GEI will then address comments and finalize the MMRP.

GEI will prepare the CEQA NOD within 5 working days after approval of the project and deliver it to the State Clearinghouse and the Monterey County Recorder.

Task N-7 Deliverables:

- Draft and Final MMRP
- Draft and Final Notice of Completion
- Draft and Final NOD

Task N-8 Public Outreach

GEI shall prepare a mailing list of special interest groups and other stakeholders for distribution of environmental documents. GEI will assist MCWRA in developing protocols for public communications related to the project and will assist MCWRA with providing information to the public, including: documents formatted for posting on MCWRA's website; distribution of documents via emails to stakeholders; and preparation for and participation with MCWRA staff in two (2) Agency Board of Supervisor meetings, including the preparation of public meeting quality electronic exhibits.

GEI will support MCWRA with public outreach, including maintaining a mailing list for distribution of environmental documents, assisting with communication protocols for CEQA, providing documents in a format suitable for posting on MCWRA's website, and preparing for and participating in two public meetings, including developing electronic exhibits or presentations.

Task N-8 Deliverables:

- Mailing List, Web-ready Documents, One set of Exhibits and Presentations

Task N-9 Permits and Other Approvals

Task N-9.1 Prepare Permitting Strategy

GEI will develop a comprehensive environmental and regulatory compliance strategy plan that addresses both state and federal laws and regulations, specifically the federal and California ESAs, CWA, and Section 1602 of the California Fish and Game Code. The strategy will identify the permit types to be sought and provide potential options for satisfying habitat mitigation and other requirements. We assume that compensatory mitigation if needed, such as for habitat impacts and tree removal, can be mitigated through a mitigation bank, in-lieu fee program, or other means such as payment to the Resources Conservation District for implementation of their programs. GEI's scope of work for the Nacimiento Project assumes that FERC will not require an application for amendment of the license exemption.

Task N-9.2 Prepare CWA Section 404 Permit Application

GEI assumes that the Ordinary High-Water Mark (OHWM) established in coordination with USACE for the Nacimiento Dam Spillway Emergency Repairs Project is the limit of jurisdiction and a separate ARD is not needed for the Nacimiento Project. It is assumed roller compacted

concrete would be placed below the OHWM, which would be considered as “fill” by USACE requiring a CWA Section 404 permit (404 permit). Additionally, demolition of the rock outcrop in the plunge pool may result in rock debris falling into the plunge pool depths, which would also constitute fill. GEI will first support MCWRA with arrangement of and attendance at a pre-application meeting with USACE for initial review and feedback on the project. GEI will recommend attendance of the pre-application meeting by RWQCB as well so that this meeting can satisfy the requirements of a pre-filing meeting by RWQCB. GEI will record meeting notes and minutes from the meeting.

The exact type of 404 permit to be used cannot be determined at this time due to uncertainty of the amount of impacts to the plunge pool and if additional impacts may occur to the Nacimiento River downstream of the plunge pool (likely temporary). The permit activity type that most resembles the project activities is bank stabilization, which corresponds to Nationwide Permit No. 13 (no other nationwide permits were initially identified by GEI as being potentially applicable). However, there are restrictions and limitations on use of Nationwide Permit No. 13 specific to the linear length of fill approved (no more than 500 feet) and fill amount per running foot of bank (no more than 1 cubic yard per running foot) that make use of this permit type uncertain. In contrast, there are no restrictions for use of an Individual Permit type, but there are more supporting documents that must be prepared for this permit type, including a CWA Section 404(b)(1) Alternatives Analysis and NEPA documentation.

The appropriate permit type will be determined through development of the permitting strategy plan in Task N-9.1 and USACE feedback in the pre-application meeting. However, for the purposes of the cost estimate, GEI is assuming that the permit will be an Individual Permit due to the limitations on linear length of fill approved under Nationwide Permit No. 13. GEI will be available for up to 20 hours of support during permit negotiations.

The 404(b)(1) Alternatives Analysis would be prepared under this task using the 2022 AECOM alternatives study and additional information from MCWRA, as needed, to identify the least environmentally damaging practicable alternative. An applicant-prepared Draft Environmental Assessment would be useful to efficiently and quickly satisfy NEPA compliance for an Individual Permit.

GEI will work with MCWRA to propose this approach and Optional Task N-9.8 of our scope of work includes preparation of an applicant-prepared Environmental Assessment should it be desired by USACE. A CWA Section 404 permit also requires compliance with the NHPA Section 106, which would be supported by submitting the Cultural Resources Technical Report prepared by GEI in Task N-3.2 of this scope, and compliance with ESA Section 7, which would be supported by submitting the Biological Assessment prepared by GEI in Task N-9.5 of this scope.

Task N-9.3 Prepare CWA Section 401 Water Quality Certification Application

Based on previous experience from the Nacimiento Dam Spillway Emergency Repairs Project, GEI knows that RWQCB considers the plunge pool to be a jurisdictional water of the state. It is assumed that the Water Quality Certification (WQC) will cover the same placement of materials into the plunge pool as is being covered in the CWA 404 permit. It is assumed that an Individual WQC will be the appropriate application type as there are no General Orders that meet project

needs. GEI recommends that RWQCB will be present at the pre-application meeting with USACE and that meeting will meet the requirements of the pre-filing meeting such that a separate meeting with RWQCB is not needed. GEI will be available for up to 20 hours of support during permit negotiations.

Task N-9.4 Prepare LSAA Notification

It is assumed that CDFW will assert jurisdiction over the plunge pool to the top-of-bank of the plunge pool. To prepare the Lake and Streambed Alteration Agreement (LSAA) Notification, GEI will collect additional project information from MCWRA, as needed, such as information on need for removal of trees, hydraulic and hydrologic conditions of the plunge pool post-project, and possible dewatering plans. GEI will be available for up to 20 hours of support during permit negotiations.

Task N-9.5 Prepare USFWS and NMFS Joint Biological Assessment

It is assumed that a Biological Assessment will be required because the dewatering and placement of materials into the plunge pool may affect and could result in “take” of fish and wildlife species listed under the federal ESA, including Central California Coast steelhead and species covered by USFWS, such as amphibians and California Condors. GEI will rely on surveys and information gathered during Task N-3.3 to compile the environmental baseline and will analyze the impacts of project implementation and operations and maintenance of the project site. GEI will be available for up to 20 hours of support during permit negotiations.

Task N-9.6 Prepare CESA Incidental Take Permit Application

It is assumed that an Incidental Take Permit (ITP) will be required because the dewatering and placement of materials into the plunge pool may affect and could result in “take” of wildlife species listed or proposed for listing under the California Endangered Species Act (CESA), specifically bald eagle and steelhead (but not golden eagle, which is fully protected). GEI will rely on information gathered during Task N-3.2 to compile the environmental baseline. If focused eagle surveys are needed for the ITP, based on the reconnaissance surveys and permitting strategy, then GEI can provide these additional surveys with a contract amendment.

Optional Task N-9.7 Prepare Golden and Bald Eagle General Take Permit Application

Bald and golden eagles are protected by the USFWS. Project disturbances within 660 feet of bald and golden eagle nests that result in the mortality of eagles and/or removal of nests require permits from USFWS. If bald and golden eagle nests are observed by GEI within 660 feet of the project area, GEI will assist MCWRA with obtaining a General Permit from USFWS for these species.

Optional Task N-9.8 Applicant-Prepared Environmental Assessment

If requested by USACE to support NEPA compliance for the CWA Section 404 Individual Permit, GEI will efficiently prepare an applicant-prepared Environmental Assessment using the IS/MND text and additional information required by NEPA. GEI will first prepare an Administrative Draft Environmental Assessment for MCWRA’s review and comment and then finalize the Final Draft Environmental Assessment for submittal to USACE. After this document is submitted to USACE,

GEI will be available for up to 30 hours of additional support to finalize the Environmental Assessment and NEPA compliance.

Task N-9 Deliverables:

- Draft and Final Permitting Strategy (Task N-9.1)
- Pre-application Meeting Notes (Task N-9.2)
- Draft and Final CWA Section 404 Permit Application (Task N-9.2)
- Draft and Final CWA 404(b)(1) Alternatives Analysis (Task N-9.2)
- Draft and Final CWA Section 401 WQC Application (Task N-9.3)
- Draft and Final LSAA Notification (Task N-9.4)
- Draft and Final USFWS and NMFS Joint Biological Assessment (Task N-9.5)
- Draft and Final CESA ITP Application (Task N-9.6)
- Draft and Final Bald and Golden Eagle General Permit (Optional Subtask N-9.7)
- Administrative Draft and Final Draft Applicant-Prepared Environmental Assessment (Optional Subtask N-9.8)

Table 2. Detailed Cost Estimate for Nacimiento Plunge Pool Project Environmental Consulting Services

		Eng. Grade 8 Senior Consultant	Env. Grade 8 Senior Consultant	Env. Grade 7 Senior Professional	Env. Grade 6 Senior Professional	Env. Grade 5 Senior Professional	Eng. Grade 5 Senior Professional	Env. Grade 5 Senior Professional	Env. Grade 4 Project Professional	Env. Grade 2 Project Professional	Env. Grade 1 Staff Professional	Word Processor	Total Hours	Total Dollars
Task	Task Name	\$383	\$315	\$275	\$220	\$220	\$253	\$195	\$160	\$120	\$100	\$100		
N-1	Project Management and Coordination													
	Meetings (1 kickoff meeting and 42 bi-weekly 1 hours meetings from Sept 2026 to June 2028)		46	46					46				138	\$ 34,500
	Project administration and coordination (assumes 21 months of work)		70	14					20				104	\$ 29,100
	Mitigation measures cost estimate		4	14					8				26	\$ 6,390
	Subtotal Task 1	0	120	74	0	0	0	0	74	0	0	0	268	\$ 69,990
N-2	Project Description													
		2	10	4	0	0	2	0	100	0	0	0	118	\$ 21,522
N-3	CEQA Documentation													
N-3.1	Finalize CEQA Strategy	2	4				2		6				14	\$ 3,492
N-3.2	Prepare Cultural Resources Technical Report and Support AB 52 Consultation		2	34	38				111	138		8	331	\$ 53,460
N-3.3	Prepare Biological Resources Technical Report		2	20				60	30		40	8	160	\$ 27,430
	Subtotal Task 3	8	2	54	38	0	2	60	147	138	40	16	505	\$ 84,382
N-4	Prepare Administrative Draft IS/MND													
	Aesthetics							14					14	\$ 2,730
	Agriculture and Forestry							5					5	\$ 975
	Air Quality (including emissions modeling)								40				40	\$ 6,400
	Biological Resources			8				28	10				46	\$ 9,260
	Cultural Resources			8	8				16	16			48	\$ 8,440
	Energy								5				5	\$ 800
	Geology and Soils			16			4		10				30	\$ 7,012
	Greenhouse Gas Emissions (emissions modeling covered under air quality)								20				20	\$ 3,200
	Hazards and Hazardous Materials							12					12	\$ 2,340
	Hydrology and Water Quality			20									20	\$ 5,500
	Land Use and Planning							4					4	\$ 780
	Mineral Resources							4					4	\$ 780
	Noise								16				16	\$ 2,560
	Population and Housing							2					2	\$ 390
	Public Services							4					4	\$ 780
	Recreation							5					5	\$ 975
	Transportation							4					4	\$ 780
	Tribal Cultural Resources			16					16				32	\$ 6,960
	Utilities and Service Systems							4					4	\$ 780
	Wildfire							10					10	\$ 1,950
	Mandatory Findings							2					2	\$ 390
	Compile and Review Administrative Draft IS/MND		15	10					16			4	45	\$ 10,435
	Subtotal Task 4	0	15	78	8	0	4	98	149	16	0	4	372	\$ 74,217
N-5	Prepare Public IS/MND and NOI		6						30			10	46	\$ 7,690
N-6	Prepare Responses to Comments		8	10					20			4	42	\$ 8,870
	(assumes up to 30 hours to prepare draft responses)													
N-7	Prepare NOD, NOC, and MMRP		2						16			2	20	\$ 3,390
N-8	Public Outreach		20						20			10	50	\$ 10,500
N-9	Permits and Other Approvals													
N-9.1	Prepare Permitting Strategy		6	26	4			20				8	64	\$ 14,620
N-9.2	Prepare CWA Section 404 Individual Permit Application (includes 404(b)(1) alts. analysis)		4	30				100	10				144	\$ 30,610
N-9.3	Prepare CWA Section 401 Water Quality Certification Application		4	30				70	10			8	122	\$ 25,560
N-9.4	Prepare LSAA Notification		4	30				70	10				114	\$ 24,760
N-9.5	Prepare USFWS and NMFS Joint Biological Assessment		4	20				50	30		20	8	132	\$ 24,110
N-9.6	Prepare CESA Incidental Take Permit Application		4	30				60	30		20	8	152	\$ 28,810
	Subtotal Subtasks 9.1-9.6	0	26	166	4	0	0	370	90	0	40	32	728	\$ 148,470
N-9.7	OPTIONAL SUBTASK: Prepare Bald Eagle General Take Permit Application (if needed)		2	4				20					26	\$ 5,630
N-9.8	OPTIONAL SUBTASK: Prepare Applicant Prepared Environmental Assessment (If requested by USACE)		10	24		4		50	70	10		10	178	\$ 33,780
	Subtotal OPTIONAL SUBTASKS 9.7 and 9.8	0	12	28	0	4	0	70	70	10	0	10	204	\$ 39,410

Labor Total WITHOUT Optional Subtasks 9.7 and 9.8

Total Labor Hours Tasks 1-9.6	10	209	386	50	0	8	528	646	154	80	78	2,149	
Total Labor Dollars Tasks 1-9.6	\$61,346	\$1,100	\$79,942	\$5,920	\$800	\$2,024	\$102,960	\$96,000	\$18,480	\$8,000	\$6,800		\$ 429,031

Labor Total INCLUDING Optional Subtasks 9.7 and 9.8

Total Labor Hours Tasks 1-9.8	10	221	414	50	4	8	598	716	164	80	88	2,353	
Total Labor Dollars Tasks 1-9.8	\$65,126	\$1,100	\$86,662	\$5,920	\$1,200	\$2,024	\$116,610	\$107,200	\$19,680	\$8,000	\$7,800		\$ 468,441

Other Direct Costs

Cultural Resources Records Search and Survey Travel Expenses (Task 3.2)	\$ 3,200
Biological Survey Travel Expenses (Task 3.3)	\$ 2,200
Kickoff and Public Meeting Travel Expenses (Tasks 1 and 12)	\$ 1,700
Total Other Direct Costs	\$ 7,100

Total Estimated Project Cost WITHOUT Optional Subtasks 9.7 and 9.8	\$ 436,131
Total Estimated Project Cost INCLUDING Optional Subtasks 9.7 and 9.8	\$ 475,541

Exhibit B Fee Schedule



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> \$ per hour
Word Processor	\$ 100
Environmental Staff Professional – Grade 1	\$ 100
Environmental Staff Professional – Grade 2	\$ 120
Environmental Project Professional – Grade 3	\$ 145
Environmental Project Professional – Grade 4	\$ 160
Environmental Senior Professional – Grade 5	\$ 195
Engineering Senior Professional – Grade 5	\$ 238
Environmental Senior Professional – Grade 6	\$ 220
Environmental Senior Professional – Grade 7	\$ 275
Environmental Senior Consultant – Grade 8	\$ 315
Engineering Senior Consultant – Grade 8	\$ 368

These rates are billed for both regular and overtime hours in all categories.
Rates will remain valid for 2026 and 2027 and increase up to 5% annually beginning in 2028, at GEI's option.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 4% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 4% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.