

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, CONTRACTOR entered into an Agreement for services with the Agency on August 21, 2023, and Amendment No. 1 on July 1, 2025; and

**WHEREAS**, the Parties wish to amend the Agreement by adding Exhibit A1 – Additional Scope of Work, adding Exhibit B1 – Additional Payment Provisions and increasing the dollar amount by \$100,000.00 for a total contract amount not to exceed \$200,000.00, to continue providing services identified in the Agreement; and

**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 1, “**Employment of Contractor**”, to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit A1 – Additional Scope of Work, 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 – Scope of Work and Exhibit A1 – Additional Scope of Work.

2. Amend Section 3, “**Payments to CONTRACTOR; maximum liability.**” to read as follows:

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 and Exhibit B1 – Additional payment provisions. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Thousand Dollars (\$200,000.00).

Original	\$100,000.00
<u>Amendment No. 2</u>	<u>\$100,000.00</u>
Total	\$200,000.00

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated August 21, 2023.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR: GEI Consultants, Inc.

\_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Chief Assistant County Counsel

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has 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 the business, if any, and shall personally sign the Agreement.

## **Exhibit A1 – Additional Scope of Work**

### **Scope of Work**

#### **Task 1 – Permitting Assistance**

GEI previously assisted MCWRA with preparation of a Lake and Streambed Alteration Agreement (LSAA) application for the project. The California Department of Fish and Wildlife (CDFW) has since issued a draft LSAA to MCWRA based on that application. The draft LSAA includes measures (permit conditions) that may limit MCWRA's ability to implement the work due to the restrictive language.

GEI will support MCWRA in resolving these challenges with CDFW by drafting proposed revised measures language, as well as rationale language, to submit to CDFW for consideration. The revised language will be developed by GEI to provide MCWRA with more flexibility in construction while protecting sensitive wildlife and resources. The draft language will be sent to MCWRA for review and comment. GEI will incorporate changes and edits, prepare the final revised measures, and enter them into CDFW's Environmental Permit Information Management System for review. This scope and cost proposal includes participation in two meetings with CDFW to discuss the proposed revised measures.

#### Assumptions

- GEI will upload and submit proposed revised measures via EPIMS to CDFW.
- This scope includes up to two (2) coordination meetings with CDFW. Additional meetings will require authorization.

#### **Task 2 – Construction-phase Environmental Compliance Support**

Per the requirements of the draft LSAA, GEI will support MCWRA with construction-phase environmental compliance support including providing worker environmental training (Measure 1.9), pre-construction surveys (Measures 2.3 and 2.4), and daily monitoring during construction (Measure 2.4). GEI biologists will cover pre-construction surveys and monitoring activities for white-tailed kite (*Elanus leucurus*), Southern sea otter (*Enhydra lutris nereis*), and Pacific harbor seal (*Phoca vitulina richardii*). Construction is assumed to take 20 days of work and would be continuous for 4 weeks. This scope and cost proposal includes time for preparation and submittal of reports as required by the draft LSAA.

#### Assumptions

- GEI monitoring consists of visual surveys; no in-water monitoring is included.
- Monitoring will occur 5 days per week for no more than 20 total days of work, with 10-hour workdays and approximately one hour of travel.
- This scope assumes one GEI biologist will be present. If construction activities require the presence of additional personnel, an addendum to the scope and cost proposal would be needed.
- This scope assumes that GEI biologists will be local (within one hour travel of the project), therefore no travel and lodging expenses are included.

Deliverables

- Worker environmental training documents
- Pre-construction survey reports
- Daily monitoring logs
- Final monitoring summary report

## Exhibit B1 - Additional Payment Provisions

<b>Moss Landing Culvert Replacement Project</b>										
<b>Cost Estimate</b>										
		Senior Permitting Specialist	Senior Environmental Scientist	Senior Biologist	Project Biologist	Biologist	Staff Biologist	Staff Professional	Total Hours	Total Dollars
		Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1		
Task	Task Name	\$285	\$235	\$204	\$172	\$145	\$131	\$112		
<b>1</b>	<b>Permitting Assistance</b>									
1.1	Project Management	8		8					16	\$ 3,912
1.2	Environmental support on CDFW Draft LSAA Permit	10		18					28	\$ 6,522
<b>Subtotal Task 1</b>		<b>18</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>\$ 10,434</b>
<b>2</b>	<b>Construction-phase Environmental Compliance Support</b>									
2.1	Worker Environmental Training	2			9				11	\$ 2,118
2.2	Pre-construction survey (within 14 days of work starting)	2			14				16	\$ 2,978
2.3	Construction Monitoring and Reporting	4		20		300			324	\$ 48,720
<b>Subtotal Task 1</b>		<b>8</b>	<b>0</b>	<b>20</b>	<b>23</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>351</b>	<b>\$ 53,816</b>
<b>Total</b>		<b>26</b>	<b>0</b>	<b>46</b>	<b>23</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>395</b>	<b>\$ 64,250.00</b>

