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BOARD OF SUPERVISORS' MEETING January 11, 2021

Direction regarding a proposed amendment to the existing contract between
Lassen County and GEI Consultants

Board Letter02

Letter from GEI dated November 12, 202103

Contract agreement between Lassen County and GEI Consultants, Inc.
Signed February 201909



County of Lassen
Department of Planning and Building Services

• Planning • Building • Environmental Health • Code Enforcement • Surveyor • Surface Mining

Maurice L. Anderson, Director
707 Nevada Street, Suite 5
Susanville, CA 96130-3912
Phone: 530 251-8269
Fax: 530 251-8373
email: landuse@co.lassen.ca.us
website: www.co.lassen.ca.us

December 31, 2021

Zoning & Building
Inspection Requests
Phone: 530 257-5263

TO: Board of Supervisors
Agenda Date: January 11, 2022

Environmental Health
Messages: 530-251-8528
email: EHE@co.lassen.ca.us

FROM: Maurice L. Anderson, Director

SUBJECT: Direction regarding a proposed amendment to the existing contract between Lassen County and GEI Consultants.

ACTION REQUESTED:

1. Receive letter from GEI Consultants; and
2. Provide direction to staff.

Summary:

GEI Consultants (GEI) has indicated that it would like to amend their contract with Lassen County. GEI's justification for the proposed amendment can be found in the attached letter.

On December 15, 2021, the Groundwater Sustainability Agencies (Counties of Lassen and Modoc) adopted the Groundwater Sustainability Plan (GSP), which has been submitted to the Department of water Resources (DWR) in accordance with the Sustainable Groundwater Management Act. Remaining work identified in the contract is currently being finalized. Additionally, GEI has publically acknowledged that they will assist Lassen County in preparation of the first annual report, which is due April 1, 2022.

In summary of the attached letter, GEI asks that remaining funds be transferred from the Monitoring Wells Installation portion of the budget to Component 1c (GSP) Development. The Monitoring Well Installation portion of the scope of work was \$12,504 under budget. Even with the proposed transfer, GEI estimates that approximately \$47,496 of their costs for preparation of the GSP will not be recovered.

GEI's proposal requires that both the contract with Lassen County and the associated grant agreement between Lassen County and DWR be amended. If so directed, staff will prepare the required amendments for consideration by the Board at a future meeting.

MLA:dch/gfn
Enclosures



November 12, 2021

Consulting
Engineers and
Scientists

Gaylon Norwood
Assistant Director
Department of Planning and Building Services
Lassen County
707 Nevada Street #5
Susanville, CA 96130

RECEIVED

NOV 12 2021

LASSEN COUNTY DEPARTMENT OF
PLANNING AND BUILDING SERVICES

Subject: Big Valley GSP Project Completion Plan

Dear Mr. Norwood:

GEI has appreciated the opportunity to work with you on the development of the Big Valley Groundwater Sustainability Plan (GSP) over the last two and a half years. This letter presents GEI's plan for completion of the work under our contract with the County dated February 26, 2019. **Attachment A** lists all the deliverables detailed in our contract and indicates those that are completed (X's), those that are partially completed (p's), and those that have yet started (ns). All the ongoing and yet to be completed items will be finished over the course of the next two months as the GSP is presented for adoption by the Groundwater Sustainability Agencies (GSAs) and submitted to the Department of Water Resources (DWR) by January 31, 2022. Listed below are the incomplete deliverables and details on what GEI will do to meet each one.

Task 1a

- Monthly CONTRACTOR invoices submitted to County
 - GEI will provide invoices to the County for the remaining months in which there are charges to the project once received from our subconsultants.
- Draft quarterly progress reports
 - GEI will provide a draft progress report for Q4 2021
- Draft component completion reports
 - GEI will provide the County draft component completion reports for Components 1 and 2
- Draft project completion report
 - GEI will provide the County a draft project completion report

Task 1b

- Attendance and presentation at outreach and coordination meetings by CONTRACTOR Team and staff
 - GEI staff will attend the public hearing for the adoption of the GSP in December 2021

Task 1c

- Uplands Geologic Assessment Report
 - GEI will provide a draft and final report
- DMS populated with existing data

- GEI will provide the following:
 - Excel water level hydrograph tool
 - Excel water budget tool
 - GIS files for each figure in the GSP, including groundwater contours
- DMS user guide
 - Each Excel tool listed above will contain documentation and instructions on its use within the tool
- Final GSP for submittal to GSA governing bodies
 - GEI will provide a Final Draft GSP for submittal to GSA governing bodies for the December 2021 hearing and adoption
- Final GSP and proof of submittal to DWR
 - GEI will provide a pdf of the adopted GSP
 - GEI will provide the elements guide for the GSP
 - GEI will assist county staff with upload of the GSP and elements guide to DWR's SGMA Portal

As indicated by this letter, there are outstanding deliverables but there are virtually no funds remaining in the contract. This is due to multiple factors, including but not limited to the unforeseen number of GSP meetings and numerous rounds of revisions to the draft chapters and document that occurred during the GSP development process. To illustrate this, by our estimates nearly \$200,000 of GEI's \$730,000 budget for Component 1 was spent in meetings and addressing the comments made during those meetings. While we have come to understand that this work was necessary to bring the stakeholders along to the point where they felt their voices were heard and that they have had some degree of say in the content of the GSP, it puts GEI in our current position of needing to finish deliverables with no remaining budget. Our best estimates of a cost to complete at this point is \$60,000.

We also understand that the counties do not have further funds to contribute to this project. However, GEI did complete Component 2 (Monitoring Wells Installation) under budget, and is asking that the remaining funds (\$12,504) be transferred to Component 1c (GSP) development and that the budget in GEI's contract with the county be amended as detailed in **Attachment B**. If additional funds are available to help offset our additional costs, this would be very much appreciated.

After GSP adoption and submission to DWR, the GSAs will be required to submit their first annual report by April 1, 2022. While the development of the annual report is not explicitly within the scope of the contract, the GSAs have asked that GEI assist with the annual report as much as possible under the existing contract. It has always been GEI's intention to finish the project giving the counties the tools and knowledge to implement the GSP with as little reliance on consulting services (such as GEI) as possible. To that end, GEI can update some of the GSP deliverables with data for the 2021 water year as needed for the annual report, if GEI's contract is amended as per **Attachment B**. In addition, GEI would provide the county with an outline and boilerplate text of the annual report, with which the counties can easily revise and populate with figures and data provided by GEI. **Attachment C** is a list of additional deliverables that would be provided to allow the counties to easily complete and submit the first annual report. A rough outline of the annual report (as per GSP Regulations §356.2) is also included in **Attachment C** and indicates GEI's support for each component of the report.

If you would like further information or wish to discuss further, please contact me at (916) 631-4528.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Fairman', with a long horizontal flourish extending to the right.

David Fairman
Project Manager

Enclosures:
Attachments A-C

Attachment A

Task Name	Deliverables	Assumptions
1a Program Management and Grant Administration		
	<p>p Monthly CONTRACTOR invoices submitted to County</p> <p>p Draft quarterly progress reports</p> <p>ns Draft component completion reports</p> <p>ns Draft project completion report</p>	<p>County staff will review and finalize progress and completions reports prior to submittal to DWR</p> <p>County staff will submit all invoices, progress reports, and other required grant documentation directly to DWR</p>
1b Communication and Engagement		
	<p>X Draft and Final C&E Plan</p> <p>X Online C&E tracking tool</p> <p>X Outreach documentation for submission with GSP</p> <p>p Attendance and presentation at outreach and coordination meetings by CONTRACTOR Team and staff</p>	<p>Up to 15 outreach and/or coordination meetings will occur in satisfaction of this task</p> <p>CONTRACTOR Team staff may attend some meetings by teleconference as approved by County staff</p>
1c GSP Development		
1) Administrative Information	<p>X Draft Coordination Agreement</p> <p>X Draft Plan Area and Authority section of the GSP</p> <p>X Final Coordination Agreement</p>	<p>CONTRACTOR (or approved subcontractor) staff will attend up to 6 meetings in person or by teleconference as requested by the County</p> <p>The GSAs will come to agreement on the content of the final coordination agreement and each will approve the agreement</p>
2) Hydrogeologic Conceptual Model	X Draft HCM section of the GSP	
3) Groundwater Conditions	X Draft Groundwater Conditions section of the GSP	
4) Water Budget	X Draft Water Budget section of the GSP	
5) Management Areas	X Draft Management Areas section of the GSP	
6) Sustainable Management Criteria	X Draft SMC section of the GSP	
7) Monitoring Network	X Draft Monitoring Network section of the GSP	
8) Monitoring Network Evaluation	<p>X Data Gaps Assessment and Critical Data Gap Workplan Memo</p> <p>X Data Collection and Monitoring Evaluation Memorandum</p>	
9) Uplands Geologic Assessment	p Uplands Geologic Assessment Report	
10) Data Management System	<p>X Data Management Plan</p> <p>p DMS populated with existing data</p> <p>ns DMS user guide</p>	
11) Projects, Management Actions, and Adaptive	X Draft Projects and Management Actions section of the GSP	
12) GSP Implementation Plan and Report	p Final GSP for submittal to GSA governing bodies	
	<p>X Drafts of each interim deliverable for inclusion in the Quarterly Progress Reports</p> <p>ns Final GSP and proof of submittal to DWR</p>	GSP will be adopted by each GSA
2a Monitoring Well Planning, Design, Engineering and Environmental Documentation		
Subtask 2a.1 - CEQA	X CEQA documentation	CEQA documentation will be filed under the Information Collection provision of Article 19, Section 15306 (Class 6)
Subtask 2a.2 - Permitting	X Well construction and encroachment permits	Wells will be constructed on County road easements (or property owned by the County) and all encroachment will be on County easements and property
Subtask 2a.3 Planning, Design, and Engineering	<p>X Well design plans and specifications certified, signed and stamped by a California Registered Engineer or Professional Geologist for</p> <p>X Bid Documents</p>	Drilling contractor will be contracted through CONTRACTOR
2b Monitoring Well Construction		
	<p>X Documentation of each dual-completion well and shallow, single-completion monitoring well installation</p> <p>X Documentation of the addition of monitoring wells into CASGEM</p> <p>X Monitoring Well Completion Report</p>	
2c Water Quality Sampling		
	X Water Quality Results Memorandum	<p>Samples will be collected from the new monitoring wells and up to five additional wells if existing well owners are amenable to this sampling</p> <p>Well owners will receive a copy of the laboratory report for their well</p>

Attachment B

ORIGINAL TABLE 2 (ATTACHMENT B)

	Task/Subtask	Grant Amount	County Staff Costs	Reimbursements for Previous County Costs	GEI Team Costs
Task 1a	Grant Administration	\$ 65,118	\$30,300	\$23,442	\$11,376
Task 1b	Communication and Engagement	\$ 130,853	\$31,000	\$0	\$99,853
Task 1c	GSP Development	\$ 618,959	\$0	\$0	\$618,959
	Subtotal:	\$ 814,930	\$61,300	\$23,442	\$730,188
Task 2a	MW Planning, Design, Engineering, and Environmental Documentation	\$ 11,436			
SubTask 2a.1	CEQA		\$0	\$0	\$2,859
Subtask 2a.2	Permitting		\$0	\$0	\$2,859
Subtask 2a.3	Planning, Design, and Engineering		\$0	\$0	\$5,718
Task 2b	Monitoring Well Construction	\$ 152,251	\$0	\$0	\$152,251
Task 2c	Water Quality Sampling	\$ 20,568	\$0	\$0	\$20,568
	Subtotal:	\$ 184,255	\$0	\$0	\$184,255
	Total:	\$ 999,185	\$61,300	\$23,442	\$914,443

REVISIONS TO TABLE 2 (ATTACHMENT B)

	Task/Subtask	Adjustment to GEI Team Costs	REVISED GEI Team Costs
Task 1a	Grant Administration	\$0	\$ 11,376
Task 1b	Communication and Engagement	\$0	\$ 99,853
Task 1c	GSP Development	\$12,504	\$ 631,463
	Subtotal:	\$12,504	\$ 742,692
Task 2a	MW Planning, Design, Engineering, and Environmental Documentation		
SubTask 2a.1	CEQA	-\$980	\$ 1,879
Subtask 2a.2	Permitting	-\$923	\$ 1,936
Subtask 2a.3	Planning, Design, and Engineering	\$586	\$ 6,304
Task 2b	Monitoring Well Construction	\$3,877	\$ 156,128
Task 2c	Water Quality Sampling	-\$15,064	\$ 5,504
	Subtotal:	-\$12,504	\$ 171,751
	Total:	\$0	\$ 914,443

Attachment C

List of deliverables related to annual report to be provided by GEI

- Annual report outline and boilerplate text (OL)
- Excel hydrograph tool populated with data through water year 2021 (HYD)
- Excel water budget tool populated with data through water year 2021 (WB)
- GIS maps, including seasonal high, seasonal low, and change in storage (GIS)
- Workshop with county and UC Cooperative Extension staff to train on the use of the Excel and GIS tools

Annual Report Outline (§356.2)

- Executive summary and location map (OL/GIS)
- Description and graphical representation of:
 - Water levels
 - Contour maps illustrating the seasonal high and seasonal low (GIS)
 - Hydrographs of groundwater elevations and water year type (HYD)
 - Groundwater extraction (WB)
 - Surface water supply used or available for use (WB)
 - Total water use (WB)
 - Change in groundwater storage
 - Change in storage map (GIS)
 - A graph depicting water year type, groundwater use, annual change in storage and cumulative change in storage (WB/GIS)
- Description of progress towards implementing the Plan (OL)

AGREEMENT BETWEEN LASSEN COUNTY

AND

GEI CONSULTANTS, INC

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and GEI Consultants Inc. a Massachusetts corporation, with a principal place of business at 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for services to prepare a Groundwater Sustainability Plan for the Big Valley Groundwater Basin and,

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of February 19, 2019, through completion of all services.

3. PAYMENT.


COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided

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that: (1) the CONTRACTOR timely submits appropriate invoices to the COUNTY, (2) the CONTRACTOR is not in breach of the terms and conditions of this Agreement, its attachments, or the standards or/specifications referenced or applicable thereto; (3) the CONTRACTOR is not in violation of laws or regulations substantially impairing the value of the CONTRACTOR'S performance or the CONTRACTOR'S entitlement to payment; (4) funds to be paid to the CONTRACTOR are not the subject of any active levy, execution, claim, offset, or stop notice by any third party or the COUNTY; and (5) appropriate public funds are available to the COUNTY for such payment.

4.2 Retain ownership and have prompt access to any report, evaluations, intellectual property, findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.


7. DESIGNATED REPRESENTATIVES.

Maurice L. Anderson, Director of the Lassen County Department of Planning and Building Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Michael Cornelius, Sacramento Office Branch Manager, and Vice President. with CONTRACTOR is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.


8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A-Services
Attachment B-Payment
Attachment C-Additional Provisions
Attachment D-General Provisions
Attachment E-No Third Party Beneficiaries

 _____ County Initials

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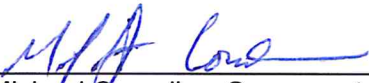
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR
GEI Consultants, Inc.

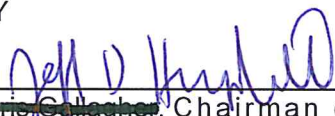
Dated: 2/26/19

By: 
Dan Wanket, GEI West Region
Operations Manager

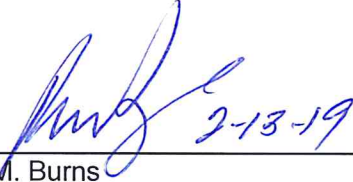
Dated: 2/25/2019

By: 
Michael Cornelius, Sacramento Office Branch
Manager, and Vice President


Dated: 2/19/2019

COUNTY
By: 
~~Chris Gallagher~~, Chairman of the
Board of Supervisors
County of Lassen

Approved as to form:

By:  2-13-19
Robert M. Burns
Lassen County Counsel

[1Contract Standard Professional Services Master v20150602]

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[v.20150602]

AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

ATTACHMENT A AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

The work proposed here is based on the both the grant agreement between the County and DWR (4600012669) as well as the grant application submitted by COUNTY to DWR in November 2017. These documents are incorporated herein by reference. **Table 1** below shows the organization of the work in the DWR grant agreement and the proposed tasks that the CONTRACTOR Team will perform to support the County.

Table 1: Organization of Grant Scope of Work and Proposed Tasks

Organization in DWR Grant Agreement		Proposed Tasks for GEI Team	
Component 1	Big Valley Basin Groundwater Sustainability Plan		
Category (a)	Project Administration	Task 1a	Program Management and Grant Administration
Category (b)	Communication and Engagement	Task 1b	Communication and Engagement
Category (c)	GSP Development	Task 1c	GSP Development
Component 2	Monitoring Well Installation		
Category (a)	Planning, Design, Engineering and Environmental Documentation	Task 2a	MW Planning, Design, Engineering, and Environmental Documentation
Task 1	CEQA	SubTask 2a.1	CEQA
Task 2	Permitting	Subtask 2a.2	Permitting
Task 3	Planning, Design, and Engineering	Subtask 2a.3	Planning, Design, and Engineering
Category (b)	Monitoring Well Construction	Task 2b	Monitoring Well Construction
Category (c)	Water Quality Sampling	Task 2c	Water Quality Sampling



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The following describes CONTRACTOR's proposed scope of services to assist the County with implementation of DWR grant agreement number 4600012669 and develop a GSP for the BVGB. Tasks and deliverables are meant to generally correlate with the grant agreement.

Task 1a – Program Management and Grant Administration

CONTRACTOR will support the County to complete the activities described in Exhibit A of the DWR Agreement Component 1, Category (a): Project Administration. These activities include the management and coordination of grant activities, review of grant deliverables, and development and submission of documents to DWR which includes invoices, progress reports, and the final completion report. The bulk of this work will be performed by County staff, and CONTRACTOR will perform a supporting role. CONTRACTOR will do the following to support the County in completing this task:

- Submit invoices to the County for work performed by the CONTRACTOR Team
- Provide the County with draft progress and completion reports for review by County staff and submission to DWR

Deliverables:

- ☐ Monthly CONTRACTOR invoices submitted to County
- ☐ Draft quarterly progress reports
- ☐ Draft component completion reports
- ☐ Draft project completion report

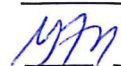
Assumptions:

- County staff will review and finalize progress and completion reports prior to submittal to DWR
- County staff will submit all invoices, progress and completion reports, and other required grant documentation directly to DWR

Task 1b – Communication and Engagement

CONTRACTOR will support the County to complete the activities described in Exhibit A of the DWR Agreement Component 1, Category (b): Communication and Engagement (C&E). The successful development of the GSP will require a set of C&E activities, as listed below. Some of the work for satisfaction of the grant work plan will be performed by County staff. CONTRACTOR shall do the following:

- Work with GSA staff to develop a C&E Plan for the BVGB
- Support County staff in the implementation of the C&E Plan by:
 - Developing an online system for GSA staff to document outreach activities, which will track:
 - List of interested parties
 - Documentation of notifications and communications
 - List of public meetings held

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- Meeting summaries
- Comments from stakeholders and responses
- Support preparation for quarterly outreach meetings, including:
 - Agendas
 - Documents for distribution
 - PowerPoint presentations
 - Other presentation materials
- Attend and present at outreach and coordination meetings
- Produce final GSP outreach documentation, which are necessary for GSP completion and submittal

Deliverables:

- ☐ Draft and Final C&E Plan
- ☐ Online C&E tracking tool
- ☐ Outreach documentation for submission with the GSP
- ☐ Attendance and presentation at outreach and coordination meetings by CONTRACTOR Team staff

Assumptions:

- Up to 15 outreach and/or coordination meetings will occur in satisfaction of this task.
- CONTRACTOR Team staff may attend some meetings by teleconference as approved by County staff.

Task 1c – GSP Development

CONTRACTOR will develop the GSP content for the BVGB as described in Exhibit A of the DWR Agreement Component 1, Category (c): GSP Development.

The GSP will be developed through the following activities, each containing a “interim deliverables” generally corresponding to the chapters of the GSP. These interim deliverables will allow the County to document the progress of GSP development and be provided to DWR in quarterly progress reports. The final, assembled GSP will be submitted to DWR upon adoption by the GSAs.

1) Administrative Information

CONTRACTOR will prepare the draft Plan Area and Authority section for the GSP and a draft Coordination agreement between the two GSAs. To achieve this, CONTRACTOR shall do the following:

- Develop Plan Area and Authority section of the GSP, including:
 - Map of the GSAs’ boundaries
 - Document GSA organization and legal authority to prepare a GSP
 - Describe the GSP area
 - Document existing management and general plans and their interactions with the GSP

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- Describe applicable land use elements
- Provide preliminary language to the GSAs for the draft coordination agreement
- Facilitate up to 3 meetings between the GSAs at the beginning of the GSP development process to refine language
- Provide a draft coordination agreement to the GSAs
- Facilitate up to 3 meetings between the GSAs near the end of the GSP development process to finalize the language in the coordination agreement
- Provide a final coordination agreement to the GSAs for approval

Interim Deliverables:

- ☐ Draft Coordination Agreement
- ☐ Draft Plan Area and Authority Section of the GSP
- ☐ Final Coordination Agreement

Assumptions:

- CONTRACTOR (or approved subcontractor) staff will attend up to 6 meetings in person or by teleconference as requested by the County.
- The GSAs will come to agreement on the content of the final coordination agreement and each will approve the agreement


2) Hydrogeologic Conceptual Model

CONTRACTOR will prepare the Hydrogeologic Conceptual Model (HCM) section of the GSP. To achieve this, CONTRACTOR shall assemble the following information required by the GSP regulations:

- Physical Components
- Regional Geologic and Structural Setting
- Lateral Basin Boundaries
- Definable Bottom of Basin
- Principal Aquifers and Aquitards
- Cross-Sections and Maps
 - Two scaled cross-sections
 - Map(s) of physical characteristics: topographic information, surficial geology, soil characteristics, surface water bodies, source and point of delivery for imported water supplies
- Map of Recharge Areas
 - Map delineating existing recharge areas that substantially contribute to the replenishment of the basin, potential recharge areas, and discharge areas

Interim Deliverable:

- ☐ Draft HCM section of the GSP

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3) **Groundwater Conditions**

CONTRACTOR will prepare the Groundwater Conditions section of the GSP. To achieve this, CONTRACTOR shall assemble the following information required by the GSP regulations:

- Written description of Current and Historical Groundwater Conditions
- Summary of Groundwater Elevations, including hydrographs for selected wells
- Change in storage calculations
- Descriptions of groundwater quality, interconnected surface water systems, and groundwater dependent ecosystems.

Interim Deliverable:

- ☐ Draft Groundwater Conditions section of the GSP

4) **Water Budget**

CONTRACTOR will prepare the Water Budget section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Identify a hydrologic base period
- Perform an evapotranspiration analysis
- Develop the following:
 - At least 10 years of historical water budgets
 - Current year water budget
 - 50-Year water budget forecast
 - Total surface water entering and existing the basin
 - Inflow to groundwater systems by source type
 - Outflow from groundwater systems by source type
 - Change in groundwater storage
 - Sustainable yield estimate

Interim Deliverable:


- ☐ Draft Water Budget section of the GSP

5) **Management Areas**

The subdivision of the BVGB into Management Areas may be necessary for the successful development of the GSP. CONTRACTOR will prepare the Management Areas section of the GSP as necessary. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Facilitate outreach to develop the management areas
- Describe each management area
- Describe the reason for the creation of the management area based on scientific information and/or stakeholder input
- Describe the level of monitoring and analysis for each management area
- Explain of how each management will not cause undesirable results, including outside the management area

Interim Deliverable:

 _____ County Initials

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- ☐ Draft Management Areas section of the GSP

6) Sustainable Management Criteria

CONTRACTOR will prepare the Sustainable Management Criteria (SMC) section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Facilitate stakeholder outreach to develop the SMC
- Describe the sustainability goal developed through stakeholder outreach
- Develop the undesirable results narrative for each of the six sustainability indicators
- Facilitate stakeholder outreach to develop sustainability thresholds (minimum thresholds and measurable objectives)
- Evaluate the potential occurrence of undesirable results

Interim Deliverable:

- ☐ Draft SMC section of the GSP

7) Monitoring Network

CONTRACTOR will prepare the Monitoring Network section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Facilitate stakeholder outreach to develop the monitoring network
- Develop monitoring networks for each of the six sustainability indicators
- Describe the monitoring rationale in consideration of management areas to achieve representative monitoring in the basin and for each management area and each principal aquifer including:
 - Location and frequency of monitoring
 - Maps of monitoring locations,
 - Protocols for monitoring
- Document minimum thresholds and measurable objectives for each of the representative monitoring wells for each sustainability indicator


Interim Deliverable:

- ☐ Draft Monitoring Network section of the GSP


8) Monitoring Network Evaluation

CONTRACTOR will perform an evaluation of the existing/available monitoring information prior to development of the preceding two sections of the GSP. To achieve this, CONTRACTOR shall evaluate the existing monitoring network and document the results in the memorandum, which will include:

- Monitoring protocols including technical standards and data collection methods
- Water quality sample analytes and parameters for the GSP
- List of analytical methods
- Rationale for selection of representative monitoring sites, network density, and monitoring frequency

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- Perform a data gaps assessment which identifies critical data gaps that will need to be filled for the development of the GSP
- Network improvement plan, including assessment of the monitoring network for data gaps

Interim Deliverable:

- ☐ Data Gaps Assessment and Critical Data Gap Workplan Memorandum
- ☐ Data Collection and Monitoring Evaluation Memorandum

9) Uplands Geologic Assessment

CONTRACTOR will perform uplands field exploration of the geology of potential recharge areas in the uplands surrounding BVGB and document the results in a report. To achieve this, CONTRACTOR will:

- Ensure the assessment is performed by a geologist with experience in volcanic terrains
- Develop reconnaissance maps of the upland volcanic deposits
- Describe the volcanic rock mineralogy and texture for up to 30 samples
- Perform a chemical analysis for up to 20 samples
- Describe the critical features for identifying each volcanic unit

Interim Deliverable:

- ☐ Uplands Geologic Assessment Report

10) Data Management System

CONTRACTOR will develop a Data Management System (DMS) and prepare a Data Management Plan to support the GSP. To achieve this, CONTRACTOR shall do the following:


- Develop a Data Management Plan that describes flow of data starting from data collection and including QA/QC processes
- Develop a relational database structure to store the information needed for the GSP
- Develop an online interface and tools to view, query, upload, download, and generate reports in support of the GSP using information in the database.
- Populate the database with existing data
- Document the general use of the DMS in a user's guide

Interim Deliverables:


- ☐ Data Management Plan
- ☐ DMS populated with existing data
- ☐ DMS user guide

11) Projects, Management Actions, and Adaptive Management

CONTRACTOR will prepare a draft of the Projects and Management Actions section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

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- Facilitate stakeholder outreach to develop potential projects and management actions
- Evaluate and describe potential projects and management actions to achieve the sustainability goals
- Describe the following related to the projects and management actions
 - Measureable objectives
 - Groundwater extractions
 - Recharge management
 - Overdraft mitigation
 - Estimated costs
 - Plans to meet anticipated costs
- Describe for each project
 - Public noticing requirements
 - Permitting requirements
 - Timetable for initiation and completion of the project
 - Expected benefits and results
 - Procedures
 - Legal authority

Interim Deliverable:

- ☐ Draft Projects and Management Actions section of the GSP

12) GSP Implementation Plan and Report Compilation

CONTRACTOR will develop an Implementation Plan and compile the Plan for submittal to the GSAs and to DWR. To achieve this, CONTRACTOR will do the following:

- Write a Implementation Plan for inclusion in the GSP
- Compile the Final GSP
- Support County staff with the review and adoption process through the GSA governing bodies
- Support County staff with submittal of adopted GSP to DWR

Interim Deliverable:

- ☐ Final GSP for submittal to GSA governing bodies

Task 1c Final Deliverables:

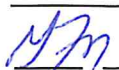
- ☐ Drafts of each interim deliverable for inclusion in Quarterly Progress Reports
- ☐ Final GSP and proof of submittal to DWR

Assumptions:


- GSP will be adopted by each GSA

Task 2a – Monitoring Well Planning, Design, Engineering and Environmental Documentation

CONTRACTOR will support the County in the planning, design, engineering, and environmental documentation in support of constructing a set of monitoring wells. This task will support the

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completion of the activities described in Exhibit A of the DWR Agreement Component 2, Category (a): Planning, Design, Engineering, and Environmental Documentation. This task will be performed in three subtasks as described below.

Subtask 2a.1 – CEQA

To support the preparation of CEQA documentation for the monitoring wells, CONTRACTOR will:

- Prepare CEQA documentation
- Assist the County to file the documents with the State Clearinghouse, County Clerk, and DWR Project Manager.
- Assist county to obtain CEQA concurrence from the State prior to well construction activities

Deliverables:

- ☐ CEQA documentation

Assumptions:

- CEQA documentation will be filed under the Information Collection provision of Article 19, Section 15306 (Class 6)

Subtask 2a.2 – Permitting

To support the preparation of permits for the monitoring wells, CONTRACTOR will:

- Provide well construction permits to the County
- Assist County staff to obtain encroachment permits as necessary

Deliverables:

- ☐ Well construction and encroachment permits

Assumptions:

- Wells will be constructed on County road easements (or property owned by the County) and all encroachment will be on County easements and property


Subtask 2a.3 – Planning, Design, and Engineering

To support the County in the planning, design, and engineering of the wells, CONTRACTOR will:

- Develop plans and specifications to construct and develop two shallow monitoring wells and one dual-completion monitoring well
- Ensure that the proposed wells are constructed in accordance with California Well Standards Bulletin 74-90 and 74-81, and County well ordinances
- Provide bid documents for release of competitive bid to contractors
- Select a qualified, licensed drilling contractor

Deliverables:

- ☐ Well design plans and specifications certified, signed and stamped by a California Registered Engineer or Professional Geologist for each well
- ☐ Bid Documents

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Assumptions:

- Drilling contractor will be contracted through CONTRACTOR.

Task 2b – Monitoring Well Construction

CONTRACTOR will install two shallow monitoring wells and one dual completion monitoring well. The work will satisfy the activities described in Exhibit A of the DWR Agreement Component 2, Category (b): Monitoring Well Construction. The well will be constructed by the drilling contractor selected under Subtask 2a.3, with oversight by CONTRACTOR staff or subcontractors. To achieve this CONTRACTOR will:

- Obtain a contract with the driller selected under Subtask 2a.3
- Provide a geologist to describe and log sediments during drilling
- Provide oversight of the drilling contractor to ensure that the well is constructed to the specifications developed under Subtask 2a.3

Deliverables:

- ☐ Documentation of each dual-completion well and shallow, single-completion monitoring well installation
- ☐ Documentation of the addition of monitoring wells into CASGEM
- ☐ Monitoring Well Completion Report

Task 2c – Water Quality Sampling

CONTRACTOR will collect water quality samples from the monitoring and up to five additional wells as land owners permit. The work will satisfy the activities described in Exhibit A of the DWR Agreement Component 2, Category (c): Water Quality Sampling. To achieve this CONTRACTOR will:

- Coordinate with drillers and well owners to operate pumps for sample collection
- Collect samples according to industry standards
- Analyze the samples via a State-certified laboratory for general minerals, Title 22 drinking water metals, boron, hexavalent chromium, arsenic, and other necessary constituents identified in the Monitoring Network Evaluation.


CONTRACTOR will update the existing groundwater monitoring plan with the new CASGEM wells and seek acknowledgment from DWR that the monitoring plan meets the requirements for CASGEM compliance.

Deliverables:


- ☐ Water Quality Results Memorandum

Assumptions:

- Samples will be collected from the new monitoring wells and up to five additional wells if existing well owners are amenable to this sampling.
- Well owners will receive a copy of the laboratory report for their well

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A.2 SCHEDULE

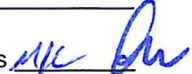
Table 3: Schedule

Task/Subtask	Name	Start Date	End Date	Deliverables
Task 1a	Program Management and Grant Administration	Upon Notice to Proceed	4/30/2022	Monthly GEI invoices submitted to County Draft quarterly progress reports Draft component completion reports Draft project completion report
Task 1b	Communication and Engagement	Upon Notice to Proceed	4/30/2022	Draft and Final C&E Plan Online C&E tracking tool Outreach documentation for submission with the GSP Attendance and presentation at outreach and coordination meetings
Task 1c	GSP Development	Upon Notice to Proceed	4/30/2022	Drafts of each interim deliverable for inclusion in Quarterly Progress Reports Final GSP and proof of submittal to DWR
	<i>Interim Deliverables:</i>			
	1) Administrative Information	Upon Notice to Proceed	5/31/2019	Draft and Final Coordination Agreements Draft Plan Area and Authority Section of the GSP
	2) Hydrogeologic Conceptual Model	3/1/2019	11/30/2019	Draft HCM section of the GSP
	3) Groundwater Conditions	5/1/2019	12/31/2017	Draft Groundwater Conditions section of the GSP
	4) Water Budget	5/1/2019	12/31/2019	Draft Water Budget section of the GSP
	5) Management Areas	12/1/2019	4/30/2020	Draft Management Areas section of the GSP
	6) Sustainable Management Criteria	12/1/2019	6/30/2020	Draft SMC section of the GSP
	7) Monitoring Network	3/1/2019	6/30/2020	Draft Monitoring Network section of the GSP
	8) Monitoring Network Evaluation	3/1/2019	5/31/2019	Data Gaps Assessment and Critical Data Gap Workplan Memorandum Data Collection and Monitoring Evaluation Memorandum
	9) Uplands Geologic Assessment	1/1/2019	6/30/2019	Uplands Geologic Assessment Report
	10) Data Management System	1/1/2019	5/31/2019	Data Management Plan Online DMS populated with existing data with DMS user guide
	11) Projects, Management Actions, and Adaptive Management	12/1/2019	12/31/2020	Draft Projects and Management Actions section of the GSP
	12) GSP Implementation Plan and Report Compilation	12/1/2019	4/30/2022	Final GSP for submittal to GSA governing bodies
Task 2a	MW Planning, Design, Engineering, and Environmental Documentation	Upon Notice to Proceed	9/30/2019	<i>See subtask deliverables below</i>
SubTask 2a.1	CEQA	Upon Notice to Proceed	9/30/2019	CEQA documentation
Subtask 2a.2	Permitting	Upon Notice to Proceed	9/30/2019	Well construction and encroachment permits
Subtask 2a.3	Planning, Design, and Engineering	Upon Notice to Proceed	9/30/2019	Well design plans and specifications Bid Documents
Task 2b	Monitoring Well Construction	3/1/2019	10/31/2019	Documentation of well completion Documentation of the addition of monitoring wells into CASGEM Monitoring Well Completion Report
Task 2c	Water Quality Sampling	7/1/2019	11/30/2019	Water Quality Results Memorandum

END OF ATTACHMENT "A"

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[v.20150602]

AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND
GEI CONSULTANTS, INC

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 Total CONTRACTOR Price

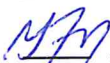
CONTRACTOR shall be paid up to \$914,443 for completion of all work identified in Attachment A, including all subcontractors

B.2 Payment

CONTRACTOR shall be paid on a time-and-materials basis for tasks specified in Attachment A.

Table 2 below shows the breakdown of costs by task and subtask.

Task/Subtask		Grant Amount	County Staff Costs	Reimbursements for Previous County Costs	GEI Team Costs
Task 1a	Grant Administration	\$ 65,118	\$30,300	\$23,442	\$11,376
Task 1b	Communication and Engagement	\$ 130,853	\$31,000	\$0	\$99,853
Task 1c	GSP Development	\$ 618,959	\$0	\$0	\$618,959
	Subtotal:	\$ 814,930	\$61,300	\$23,442	\$730,188
Task 2a	MW Planning, Design, Engineering, and Environmental Documentation	\$ 11,436			
SubTask 2a.1	CEQA		\$0	\$0	\$2,859
Subtask 2a.2	Permitting		\$0	\$0	\$2,859
Subtask 2a.3	Planning, Design, and Engineering		\$0	\$0	\$5,718
Task 2b	Monitoring Well Construction	\$ 152,251	\$0	\$0	\$152,251
Task 2c	Water Quality Sampling	\$ 20,568	\$0	\$0	\$20,568
	Subtotal:	\$ 184,255	\$0	\$0	\$184,255
	Total:	\$ 999,185	\$61,300	\$23,442	\$914,443

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B.3 Invoice Requirement

B.3.1 Invoices submitted by the CONTRACTOR shall include costs incurred in implementing the Contract during the period identified in the particular invoice; any appropriate receipts and reports for cost incurred; and indicate the CONTRACTOR personnel who have performed work during the invoice period. The cost paid for CONTRACTOR personnel shall be consistent with the rates identified in the Billing Rate Schedule shown in section B.3.3

B.3.2

CONTRACTOR shall cooperate fully and assist COUNTY in the submittal of invoices to DWR for Grant Agreement 4600012669 between DWR and COUNTY. CONTRACTOR is not a party to said Grant Agreement. CONTRACTOR shall be paid promptly for work performed pursuant to this Agreement only when the State of California Department of Water Resources has paid COUNTY for the corresponding work identified in Grant Agreement 4600012669.

B.3.3

The billing rates shall be in accordance with the following Fee Schedule and Payment Terms:

FEE SCHEDULE AND PAYMENT TERMS

GEI Consultants Standard Fee Schedule 2018

2017 M/C
2/25/2019

FEE SCHEDULE

Hourly Billing Rate

Personnel Category \$ per hour

Staff Professional – Grade 1 \$ 110

Staff Professional – Grade 2 \$ 121

Project Professional – Grade 3 \$ 133

Project Professional – Grade 4 \$ 149

Senior Professional – Grade 5 \$ 176

Senior Professional – Grade 6 \$ 201

Senior Professional – Grade 7 \$ 238

Senior Consultant – Grade 8 \$ 267

Senior Consultant – Grade 9 \$ 330

Senior Principal – Grade 10 \$ 330

Senior CADD Drafter and Designer \$ 133

CADD Drafter / Designer and Senior Technician \$ 121

Field Professional \$ 103

Technician, Word Processor, Administrative Staff \$ 99

Office Aide \$ 77

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond

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twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

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 15% 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 sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

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 or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

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).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. 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.

END OF ATTACHMENT "B"

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ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
GEI CONSULTANTS, INC
ADDITIONAL PROVISIONS

None

END OF ATTACHMENT "C"

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[v.20150602]

AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all



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licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).


D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall

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Contractor Initials 

include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Maurice L. Anderson, Director
Planning and Building Services Department
707 Nevada Street, Suite 5
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent

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act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

The CONTRACTOR's indemnity requirements are limited to the conditions prescribed in California Civil Code 2782, as amended.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

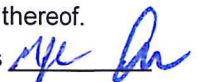
D.13.1.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply: CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.



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D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed nine hundred and fourteen thousand, four hundred and forty three Dollars (\$914,443). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

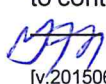
D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

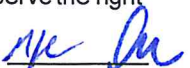
D.19 MINOR AUDITOR REVISION. In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.


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D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.


D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

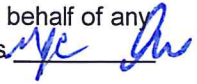
D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any



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entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in



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Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Maurice L. Anderson
707 Nevada Street, Suite 5
Susanville, CA 96130

If to "CONTRACTOR":

Michael Cornelius
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

END OF ATTACHMENT "D".



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ATTACHMENT E

NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "E"

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AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC