

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Galvin Preservation Associates, Inc., a California Corporation, whose address of record is 2600 Capitol Avenue, Suite 100, Sacramento, California 95816, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to repair an embankment of Bear Creek Bike Path; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide environmental and permitting services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on December 31, 2022.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Sixty-Four Thousand Seven Hundred Five Dollars (\$64,705.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. **Automobile Insurance.**

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. **Professional Liability Insurance.** Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. **Qualifications of Insurer.** The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. **Certificate of Insurance.** Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

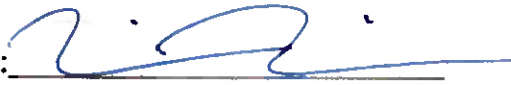
BY: Kimberly Chry 11/3/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
GALVIN PRESERVATION
ASSOCIATES, INC..
A California Corporation

BY: 
(Signature)

Richard Galvin
(Typed Name)

Its: Vice President / CFO
(Title)

BY: 
(Signature)

Andrea Galvin
(Typed Name)

Its: President / CEO
(Title)

Taxpayer I.D. No. 20-3228826

ADDRESS: 2600 Capitol Ave., Ste. 100
Sacramento, CA 95816

TELEPHONE: (310) 792-2690

FAX: (310) 792-2696

E-MAIL: richard@gpa.consulting-us.com



September 3, 2021

Michael Beltran, P.E.
City Engineer
City of Merced
978 W. 18t Street
Merced, CA 95340

Subject: City of Merced Emergency Bike Path Embankment Repair– Proposal for Environmental Services

Dear Mr. Beltran:

GPA Consulting (GPA) is pleased to submit this proposal to provide environmental clearance and permitting support services for the above-referenced project. The attached scope of work and budget have been prepared based on our discussions with City of Merced staff, initial review of project information and aerial photographs. Per telephone discussion with City staff, GPA will begin these activities immediately upon City approval and will complete them as quickly as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard Galvin', is written over a light blue horizontal line.

Richard Galvin, Vice President
GPA Consulting

EXHIBIT A

I. Project Understanding

The City of Merced (City) intends to perform emergency repairs to the Bear Creek Bike Path. The bike path runs parallel to Bear Creek and is located just north of downtown Merced. In mid-August 2021, a storm drainpipe under the Bear Creek Bike Path unexpectedly experienced a leakage that resulted in erosion and undercutting of the bike path. The emergency repairs are necessary to prevent the collapse of the pipe and/or failure of the undercut bike path, resulting in potential harm to the public. The City must repair the bike path and embankment immediately and has requested GPA to assist with the California Environmental Quality Act (CEQA) and Agency regulatory compliance for the emergency repairs.

II. Project Scope

Task 1: Project Initiation

At project initiation, GPA will work closely with the City to identify the project needs and determine the City's preferred course of action. GPA, in coordination with the City, will define a complete and detailed project description with construction action for use in coordinating with and obtaining authorizations from the regulatory agencies. The project description will identify the project purpose and need, project objectives, project components, project location, timing, and methods of constructing the project. To support development of the project description, GPA will conduct a site visit with the project team to visually assess environmental constraints, photograph existing conditions, and discuss potential repair methods and strategies.

Deliverables: Attendance at one initial site visit and one electronic copy of the complete project description

Task 2: California Environmental Quality Act Notice of Exemption

GPA understands that the City has declared the project an emergency. Therefore, the project is exempt from the California Environmental Quality Act (CEQA) under the provisions of CEQA Guidelines Section 15269(d) Emergency Repairs. GPA will prepare a Notice of Exemption (NOE) and file the NOE with the State Clearinghouse. The City will file the NOE with the County Clerk-Recorder's Office.

Deliverables: One electronic copy of the CEQA Notice of Exemption w/State Clearinghouse Filing Stamp

Task 3: Preliminary Geotechnical Investigations Support

GPA understands that the City has contracted with Crawford & Associates who will provide Geotechnical work necessary to determine the appropriate repairs. GPA will coordinate with the City and the regulatory agencies for authorization to perform the necessary Geotechnical Investigations in support of the repair design. It is anticipated that a coordination efforts will require an exhibit and up to four agency or City phone meetings, with one GPA staff, are expected to be required. GPA assumes a separate geotechnical permitting effort won't be required.

Deliverables: Preliminary Coordination with City and regulatory agencies for Geotechnical Investigation Authorization; up to four coordination meetings with one GPA staff

Task 4: Regulatory Agency Notifications

U.S. Army Corps of Engineers Section 404 Notification

The City expects the project to meet the USACE's definition of an emergency repair. Therefore, the project will be permitted under a Clean Water Act (33 U.S.C. 1344) Section 404 Regional General Permit (RGP) 8 for Repair and Protection Activities in Emergency Situations. RGP 8 is applicable to "Emergency Actions authorizing structures or work in or affecting navigable waters of the United States and the discharge of dredged or fill material in Waters of the United States, including wetlands, for necessary repair or protection of existing structures, facilities or fills where an imminent threat to life or property exists due to unforeseen events during an emergency incident." An "emergency incident" is defined by RGP 8 as "an occurrence that presents a clear, sudden, unexpected, and imminent threat to life or property demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services (i.e., an incident that could potentially result in an unacceptable hazard to life or significant loss of property if corrective action requiring a permit is not undertaken immediately)".

GPA will prepare the RGP 8 application and submit it, along with supporting documentation, to the United States Army Corps of Engineers (USACE) for approval. GPA will coordinate closely with USACE staff to provide information and respond to questions to support USACE's issuance of a RGP 8 permit in an expedited fashion.

Regional Water Quality Control Board Section 401 Water Quality Certification:

The City expects the project to meet the Regional Water Quality Control Board's (RWQCB) definition of an emergency repair. Therefore, the project will be permitted under a Clean Water Act Section 401 Water Quality Certification for RGP 8 For Emergency Actions.

At least 48 hours before initiation of construction activities, GPA will notify the RWQCB via email. GPA will prepare the Water Quality Certification for RGP 8 For Emergency Actions Notice of Intent (NOI) form and, within three business days following the email notification, submit the NOI to RWQCB to acquire a Notice of Applicability (NOA). To expedite the submittal, GPA will pay the filing fee associated with the RWQCB NOI on behalf of the City and will be reimbursed by the City for the expense.

California Department of Fish and Wildlife Section 1610 Notification of Emergency Work

The City expects the project to meet the CDFW's definition of an emergency repair. Therefore, the project will be permitted under a California Fish and Game Code Section 1610 Lake and Streambed Alteration Agreement for Immediate Emergency Repairs. Emergency projects are exempt from pre-construction consultation requirements set forth in Section 1610 of the Fish and Game Code; however, the CDFW must be notified within 14 days following the start of work.

Within 14 days from the start of work, GPA will prepare the Section 1610 Notification of Emergency Work form and submit it, along with supporting documentation, to CDFW.

Deliverables: One electronic copy of the USACE RGP 8 Permit Application, one electronic copy of the RWQCB Notice of Intent (NOI) Form RGP 8 for Repair and Protection Activities in Emergency Situations, one electronic copy of the Section 1610 Notification of Emergency Work form to CDFW

Task 5: Central Valley Flood Protection Board Notifications

Central Valley Flood Protection Board Minor Alteration Authorization Letter

An encroachment permit from the Central Valley Flood Protection Board (CVFPB) is typically required for projects where there would be alterations within a CVFPB Regulated Stream, per CCR 23, Section 112, Table 8.1 Bear Creek is a CVFPB Regulated Stream; however, given the minor nature of the emergency repair, it is anticipated that a Minor Alteration Authorization letter from the CVFPB would be required for the project.

GPA will compile and submit the CVFPB Minor Alteration request letter. GPA will also coordinate with the CVFPB to respond to minor requests for additional information and support their issuance of the Minor Alteration Authorization letter. To expedite the submittal, GPA will pay the filing fee associated with the CVFPB Minor Alteration request on behalf of the City and will be reimbursed by the City for the expense.

Deliverables: One electronic copy of the CVFPB Minor Alteration Authorization Letter

Task 6: Post-construction Surveys and Reporting

Post-construction Survey

Following construction, GPA will complete a post-construction survey to record post-construction conditions of the sites. GPA will take post-construction photos of the project site to demonstrate completion of project activities and the successful implementation of any avoidance and minimization efforts. GPA will coordinate with City staff to obtain additional post-construction information regarding the repair work to support the survey and will summarize the results in the survey report for submittal to the regulatory agencies.

Post-construction Reporting

USACE Post Construction Notice of Completion

Following completion of work conducted under RGP 8, GPA will complete and submit a Notice of Completion (NOC), including copies of all correspondence and reports previously submitted to USACE to satisfy the requirements of RGP 8.

RWQCB Post Construction Notice of Completion

Pursuant to the requirements of the RWQCB Section 401 Notice of Intent, GPA will file the RWQCB's NOC Form for Regional General Permit 8 for Repair and Protection Activities in Emergency Situations to the RWQCB within 45 calendar days of completion. The NOC will include a map of at least 1:24,000 detail of the impact site illustrating the boundaries of the project site and estimated extent of aquatic

resources impacted. The NOC will also include a description of the erosion and sediment control and pollution prevention measures implemented.

California Department of Fish and Wildlife Post Construction Report

Following construction, GPA will complete a post construction report that will include a summary of the work completed, a copy of all monitoring and survey memos, and post construction photographs.

Deliverables: One electronic copy and one hard copy of the USACE RGP 8 Notice of Completion, RWQCB RGP 8 Notice of Completion Form for Repair and Protection Activities in Emergency Situations, and CDFW post construction report

OPTIONAL TASKS:

GPA is available to provide environmental monitoring support during the emergency repair activities. The following tasks are offered as optional services, should they be requested. Associated costs are not included in the attached cost proposal. If the optional services are requested, GPA can provide them under an amended agreement.

Optional Task 7: Construction Support

Pre-construction Clearance Survey

If desired, GPA will complete a pre-construction survey of the immediate project site immediately prior to the start of project activities. If any special-status species are found in or adjacent to the construction area, GPA will coordinate with the City, and resource agencies if warranted, to develop and implement appropriate avoidance measures. GPA will summarize the results of the survey and any subsequent coordination in a memo format for the project file.

Construction Compliance Monitoring

If desired, GPA will provide biological monitoring during the work. GPA estimates that up to three monitoring visits will be required. GPA will be on call for up to one additional monitoring visit to accommodate unanticipated events or to assist with regulatory compliance.

GPA will summarize the results of each monitoring visit in a memo format for the project file. GPA will coordinate with the City as needed to resolve compliance concerns during monitoring visits.

Deliverables: One electronic copy of the pre-construction survey memo, up to four monitoring visits, and one construction monitoring memorandum

Assumptions

This scope has been prepared based on the following assumptions:

- *Up to two GPA representatives will attend the initial site visit.*
- *The project will qualify as an emergency repair project under CEQA.*

- *GPA Consulting will file the NOE at the State Clearinghouse and the City will file the NOE with the Merced County Clerk-Recorder office and pay the required County Clerk filing fees (estimated \$50); there is no filing fee for a NOE at the State Clearinghouse.*
- *This scope of work assumes the project will qualify for a CDFW Fish and Game Code Section 1610 for Emergency Work, USACE RGP 8 for Repair and Protection Activities in Emergency Situations, and RWQCB RGP 8 Water Quality Certification for Emergency Actions.*
- *GPA assumes the project will qualify for a CVFPB Minor Alteration request letter and that hydraulic information would not be required by the CVFPB.*
- *GPA will pay the CVFPB Minor Alteration request fee of \$500, based on the 2021 fee schedule, and will invoice the fee, with no mark-up, to the City as a project expense.*
- *GPA will pay the RWQCB NOI emergency certification application fee of \$2,066, based on the 2021 fee schedule, and will invoice the fee, with no mark-up, to the City as a project expense.*
- *GPA assumes permitting fees from the USACE and/or CDFW will not be required.*
- *GPA assumes that the scoped regulatory agency coordination and reporting efforts will be sufficient to meet the needs of the regulatory agencies. This scope of work does not include the preparation of a biological resources report, aquatic resources report, or jurisdictional delineation of wetlands and waters of the U.S. and state. If additional documentation or supplemental reporting is required, GPA will provide a separate scope and cost to support that effort.*
- *A site visit with the regulatory agencies is not expected to be necessary to facilitate the permitting process for the project. If requested, GPA will provide a separate scope and cost to support that effort.*
- *GPA estimates Pre-construction surveys will require up to one day of surveying with up to two staff. If additional survey days are required, GPA will provide a scope and fee to support the effort.*
- *Protocol-level or focused surveys for special-status species, if required, are not included in this scope of work. It is anticipated the presence or absence of special-status wildlife species can be inferred based on the field surveys scoped for the project. If protocol surveys are requested, GPA will provide a separate scope and cost to support that effort.*
- *GPA assumes that no Section 106 coordination or Native American coordination will be necessary. If USACE needs consultant support to comply with Section 106 requirements, or Native American coordination becomes necessary, GPA will provide a separate scope and cost to support those efforts.*
- *GPA assumes that compliance with the Federal Endangered Species Act (FESA), will be completed by USACE, if necessary, as part of their responsibilities as the Federal Lead Agency. If USACE*

needs consultant support to comply with FESA requirements, GPA will provide a separate scope and cost to support that effort.

- *GPA assumes implementation of avoidance and minimization efforts will be sufficient to avoid “take” under CESA and that an Incidental Take Permit from the CDFW will not be required. If CDFW requests an Incidental Take Permit be prepared, GPA will provide a separate scope and cost to support that effort.*
- *This scope assumes that a formal environmental awareness training would not be required. If requested, GPA will provide a scope and fee to support this effort.*
- *This scope assumes handling of special-status species would not be required. If requested, GPA will provide a scope and fee to support this effort.*
- *No Native American monitoring would be required. If requested, GPA will provide a scope and fee to support this effort.*
- *The Optional Construction Support task assumes that a formal environmental awareness training would not be required. If requested, GPA will provide a scope and fee to support this effort.*
- *GPA estimates construction monitoring efforts under the Optional Construction Support task would require up to four days of full-time monitoring with one staff.*
- *GPA assumes post construction surveys will require up to one day of surveying with up to two staff. If additional survey days are required, GPA will provide a scope and fee to support the effort.*
- *GPA assumes one round of notification and report review comments from the City and up to one round of comments from the regulatory agencies.*
- *GPA assumes a stand-alone revegetation/mitigation plan will not be required and is not included as part of this scope of work.*

Activity Type/ Task	Type	Project Status/ Resource	Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract
			550.0	550.0		64,705	64,705
Task 1: Project Initiation			104.0	104.0		13,782	13,782
Labor	Principal Environmental Planner	Richard Galvin		12.0	264.01		3,168
Labor	Senior Associate Biologist	Marieka Schrader		8.0	190.81		1,526
Labor	Senior Biologist	Angela Scudiere		40.0	120.87		4,835
Labor	Senior Environmental Planner	Laura Comstock		12.0	141.02		1,692
Labor	Biologist	Lizbeth Pliego Orozco		32.0	80.00		2,560
Task 2: California Environmental Quality Act Notice of Exemption			12.0	12.0		1,396	1,396
Labor	Senior Biologist	Angela Scudiere		2.0	120.87		242
Labor	Senior Environmental Planner	Laura Comstock		6.0	141.02		846
Labor	Environmental Planner	Noeli Topete		4.0	76.94		308
Task 3: Preliminary Geotechnical Investigations Support			56.0	56.0		5,932	5,932
Labor	Principal Environmental Planner	Richard Galvin		4.0	264.01		1,056
Labor	Senior Biologist	Angela Scudiere		12.0	120.87		1,450
Labor	Senior GIS Analyst	Martin Rose		8.0	132.06		1,056
Labor	Biologist	Lizbeth Pliego Orozco		20.0	80.00		1,600
Labor	Biologist	Mario Mayo		12.0	64.11		769
Task 4: Regulatory Agency Notifications			188.0	188.0		20,058	20,058
Labor	Principal Environmental Planner	Richard Galvin		4.0	264.01		1,056
Labor	Senior Associate Biologist	Marieka Schrader		12.0	190.81		2,290
Labor	Senior Biologist	Sheri Mayta		16.0	150.00		2,400
Labor	Senior Biologist	Angela Scudiere		40.0	120.87		4,835
Labor	Senior GIS Analyst	Martin Rose		16.0	132.06		2,113
Labor	Biologist	Lizbeth Pliego Orozco		60.0	80.00		4,800
Labor	Biologist	Patrick Griggs		40.0	64.11		2,564
Task 5: Central Valley Flood Protection Board Notification - Minor Alteration Request			50.0	50.0		5,012	5,012
Labor	Senior Biologist	Angela Scudiere		4.0	120.87		483
Labor	Senior GIS Analyst	Martin Rose		4.0	132.06		528
Labor	Senior Environmental Planner	Laura Comstock		12.0	141.02		1,692
Labor	Environmental Planner	Isabella Burch		30.0	76.94		2,308
Task 6: Post-construction Surveys and Reporting			140.0			14,589	
Task 6: Post-construction Survey			44.0	44.0		4,690	4,690
Labor	Senior Associate Biologist	Marieka Schrader		4.0	190.81		763
Labor	Senior Biologist	Angela Scudiere		24.0	120.87		2,901
Labor	Biologist	Cory Quon		16.0	64.11		1,026

Task 6: Post-construction Reporting			96.0	96.0	9,899	9,899
Labor	Senior Associate Biologist	Marieka Schrader	8.0	190.81		1,526
Labor	Senior Biologist	Angela Scudlere	20.0	120.87		2,417
Labor	Senior GIS Analyst	Martin Rose	16.0	132.06		2,113
Labor	Biologist	Patrick Griggs	20.0	64.11		1,282
Labor	Biologist	Lizbeth Pliego Orozco	32.0	80.00		2,560
Expenses					3,936	
Task 1 Expense					660	660
Expense	Mileage		1,000.0	0.56		560
Expense	Meals		2.0	50.00		100
Task 4 Expense					2,066	2,066
Expense	Permit Fee		1.0	2,066.00		2,066
Task 5 Expense					500	500
Expense	Permit Fee		1.0	500.00		500
Task 6 Expense					710	710
Expense	Copies/Reproductions		1.0	50.00		50
Expense	Mileage		1,000.0	0.56		560
Expense	Meals		2.0	50.00		100