

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this 26th day of August, 2014, ("Effective Date") by and between GEI Consultants, a Massachusetts Corporation, with its principal place of business located at 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at [Exhibit A](#), entitled "SCOPE OF SERVICES"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in [Exhibit A](#) entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "Product Description Work Plan or Proposal" ("Proposal") set forth in [Exhibit A](#), which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate at the end of day on April 30, 2019.

3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under [Exhibit A](#) shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based.

Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or

omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in [Exhibit B](#), entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

10. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached [Exhibit F](#), entitled "MILESTONE SCHEDULE" if applicable.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates

the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in [Exhibit C](#), Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in [Exhibit C](#).

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

GEI Consultants
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
or by facsimile at 916-631-4500

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile

transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read [Exhibit D](#), entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute [Exhibit E](#), entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. **CONFLICT OF INTERESTS.**


This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.


The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM

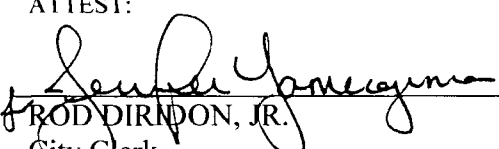


RICHARD E. NOSKY, JR.
City Attorney



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

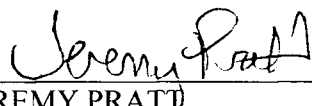
ATTEST:



ROD DIRNDON, JR.
City Clerk

"CITY"

GEI CONSULTANTS, INC.
A MASSACHUSETTS CORPORATION

By: 

JEREMY PRATT
Title: Vice President
Address: 2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
Telephone: 916-631-4500
Fax: 916-634-4501

"CONTRACTOR"

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Product Description, Work Plan or Proposal" dated March 28, 2014 which is attached to this Exhibit A.

Chapter 4

Product Description, Work Plan or Proposal

UNDERSTANDING THE PROJECT

The Bucks Creek Pre-Application Document (PAD) was filed with FERC on November 15, 2013. Chapter 4 of the PAD describes the Project location, facilities and operations. The Bucks Creek Project is well characterized in the PAD, as well as in the table of Project Summary Data included in the City's RFP. The Project is located entirely within Plumas County, California in the Sierra Nevada Mountains, approximately 17 miles southwest of the community of Quincy (Figure 1). It consists of two developments that comprise four dams, four reservoirs, and two powerhouses, and associated facilities. The Bucks Creek Development was completed in 1928 and includes Three Lakes, Lower Bucks Lake, Bucks Lake, Grizzly Forebay, and Bucks Powerhouse.

The City of Santa Clara was added as a co-licensee for the Project by a FERC Order Approving a Settlement Agreement between PG&E and the City, dated July 10, 1990. Subsequently the City-owned Grizzly Development, the newest addition to the Project, was completed in 1993, adding the Grizzly Tunnel and Grizzly Powerhouse to the Bucks Creek Project. Figure 2 diagrams the flow of water through the Bucks Creek Project, including the Grizzly Development.

Chapter 6 of the PAD presents impacts, issues, studies, measures and plans. The potential impact issues identified in the PAD are summarized in Table 1, and include earth, water, fish and aquatic, terrestrial, aesthetics, land use, recreation, tribal and cultural resources issues.

Summary Description of Services

The Scope of Work set forth in Attachment A of the City's RFP includes the following Description of Required Services. While making clear PG&E's role in leading the Joint Licensees efforts in the licensing process, the scope makes equally clear the City's need to develop its own strategic plan for relicensing and proactively represent its own needs and concerns in the Integrated Licensing Process. The Description of Services identifies the City's need for a knowledgeable consultant to provide independent advice, objective evaluation, and strategic guidance through all steps and activities associated with relicensing, leading SVP's involvement and coordinating with PG&E and the Owners' consultants (Cardno). This includes the following activities, in which GEI would assist, if selected:

- Develop an overall strategic plan for the City, including budget, schedule and deliverables for aiding in the development and filing of the license application jointly with PG&E.
- Advise on the licensing process, including the provision of training and instruction to SVP representatives and Project stakeholders.
- Incorporate input from owners and stakeholders in the licensing process.
- Collaboratively work with PG&E to ensure meetings are facilitated and to maintain the consultation record.
- Participate in the identification of studies for relicensing, and in monitoring and review of in pre-application study performance.
- Assist PG&E in finalizing study plans, including the development and review of work scopes.

Figure 1. Bucks Creek Project

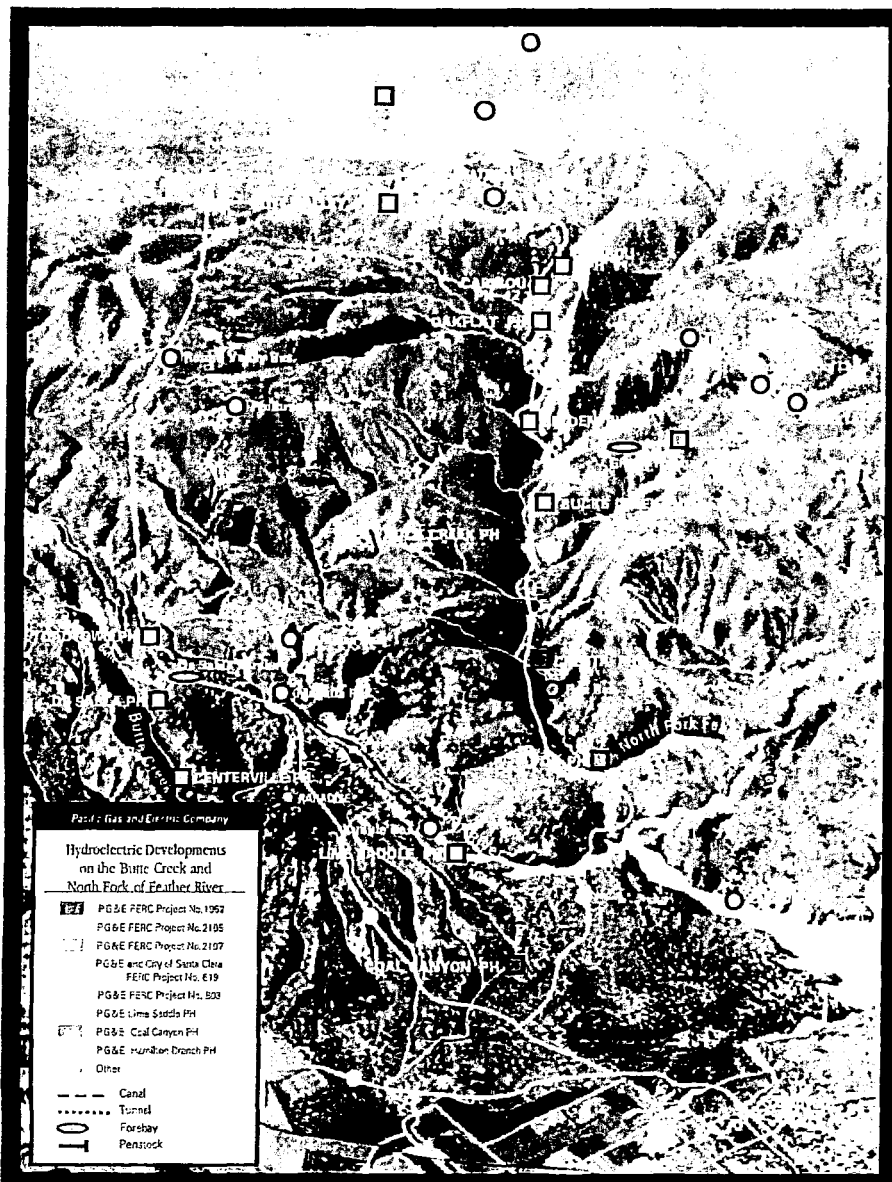


Table 1. Bucks Creek Issue Summary

Issue ID	Name	Summary
Geology and Soils		
GS-1	Stream Geomorphology	Effects on geomorphic processes including erosion and sedimentation in Bucks and Grizzly creeks downstream of Project impoundments.
GS-2	Upland Erosion	Upland erosion caused by Project operation and maintenance.
GS-3	Buck Lake Shoreline Erosion	Effects of Project operation and maintenance on shoreline erosion at Bucks Lake.
GS-4	Runoff Erosion and Sedimentation	Erosion and sedimentation caused by runoff from Project roads, trails and other hard surfaces.
GS-5	Spillway and Dam Outlet Erosion	Erosion from use of Project spillways and dam outlet facilities.
GS-6	Landslides and Erosion Rates	Effects of Project Structures on landslides and erosion rates.
Water Resources		
WR-1	Water Temperature	Effects on water temperature in Project reservoirs and affected stream reaches.
WR-2	Water Quality	Consistency of Project reservoirs and affected stream reaches with water quality standards.
Fish and Aquatic Resources		
FA-1	Reservoir Fisheries	Condition of fisheries in Project reservoirs.
FA-2	Entrainment	Effects on fish populations of entrainment at Project diversions and intakes.
FA-3	Benthic Macroinvertebrates	Condition of benthic macroinvertebrate communities in Project Creeks.
FA-4	Amphibians and Aquatic Reptiles	Effect of Project operations on common amphibian and aquatic reptile species.
FA-5	Instream Habitat	Effects on instream habitat in affected stream reaches.
FA-6	Invasive Mussels	Spread of invasive mussels to Project reservoirs.
Wildlife Resources		
WL-1	Wildlife	Effects of Project operations on common wildlife species
Botanical Resources		
BR-1	Vegetation Communities	Effects on vegetation communities.
BR-2	Invasive Weeds	Effects on the presence and spread of invasive weeds.
BR-3	Culturally Significant Plants	Effects on culturally significant plant species for Native Americans.
Riparian, Wetland, and Littoral Habitat		
RWL-1	Riparian Habitat in Tributaries	Effects on riparian habitat in tributaries
RWL-2	Wetland Habitat on Reservoir Margins	Effects on wetland habitat along reservoir margins.
Rare, Threatened, Endangered, and Special-Status Species		
RTE-1	Amphibians and Aquatic Reptiles	Effects of operations on special-status amphibian and aquatic reptile species.
RTE-2	Valley Elderberry Longhorn Beetle	Effects of operations on Valley Elderberry Longhorn Beetle
RTE-3	Bald Eagle	Effects of operations on bald eagles.
RTE-4	Willow Flycatcher	Effects of operations on willow flycatchers.
RTE-5	Bats	Effects of operations on special-status bat species.
RTE-6	Rare Plants	Effects of Project on special-status plant species.
Recreational Resources		
RR-1	Recreation Use	Effects of Project-related recreation use.
RR-2	Bucks Lake Level	Recreational effects of Bucks Lake level.
RR-3	Watercraft Wakes	Effects of watercraft wakes on Bucks Lake.
Land Use		
LU-1	Roads	Maintenance of Project-related roads.
LU-2	Shorelines	Bucks Lake shoreline management.

Aesthetic Resources		
AE-1	Shoreline Visual Effects	Visual effects of Project shoreline permitting policies on Project Vicinity aesthetic resources.
AE-2	Facilities	Visual effects of Project facilities operation and maintenance on Project Vicinity aesthetic resources.
Cultural Resources		
CR-1	Prehistoric and Historic Resources	Effects on prehistoric and historic cultural resources and properties.
Socioeconomics		
NA	None	No known impacts or issues identified.
Tribal Interests		
TI-1	Spiritual Areas and Traditional Uses	Effects on traditional/tribal spiritual areas and other traditional uses within the APE.

Summary of Description of Services (continued)

- Work with the City's in-house and outside counsel.
- Participate in reviewing and preparing all FERC licensing documents, resolving FERC and stakeholder comments, and preparing any required management plans.
- Establish City as CEQA Lead Agency, and develop CEQA compliance integration process, through consultations with CEQA Responsible Agencies including SWRCB, CDFW, and CPUC.
- Review and advise City on adequacy of NEPA analyses and supplemental CEQA analyses needed for subsequent CEQA documentation and City CEQA decision documents.
- Upon completion of FERC NEPA documentation process, support the City with CEQA documentation preparation, responsible agency CEQA consultation and permitting, and other City CEQA Lead Agency compliance activities.

FERC Relicensing Project Management Assistance

I. DEVELOP AN OVERALL STRATEGIC PLAN

The City of Santa Clara's strategic plan for the Bucks Creek Project will need to dovetail with PG&E's Process Plan and Schedule (Appendix B). GEI suggests that we work from that document, updating it to reflect FERC's recent approval granting an extension for filing Study Plans, and extending it to more fully elaborate the City's action items at each step. Chapter 5 (Schedule) presents a table summarizing key steps from the PG&E Process Plan and Schedule, with our comments on the steps and our role. That table could be considered a summary of the work plan for this contract.

The strategic plan will articulate the City's priorities and primary objectives, identify the actions needed to achieve them, and respond to the City's concerns

and desired outcomes at each stage of the ILP process. It would unwind the ILP schedule to locate the specific points at which each of these objectives, concerns and outcomes enter the process, how they will develop over the course of the process, and how they would be represented at each of these points.

Strategic Planning Workshop

This would best begin with a City workshop at which GEI will provide an overview of the ILP process and present a “situation assessment” that includes a relicensing issues analysis, and addresses ILP requirements, parties, and schedule. GEI will explain the critical milestones, pinch points, and risks to be aware of in regard to the challenges that have historically confronted other licensees with the ILP.

At the workshop, GEI facilitators/senior consultants (Pratt and Gillin) will elicit input from City managers and staff on the City’s goals and objectives, concerns and desired outcomes, and construct a large-scale “road map” for the process there in the meeting room. A process roadmap integrates in a single flow chart the schedule, key activities, parties, agreements, and products that together make up the “big picture” of the work to be completed. It is used to display key participants and key milestones in the process, to reduce conflict, to ground shared understanding of both the process and outcomes, and to develop common agreement on and commitment to them.

The Bucks Creek ILP road map will indicate the required ILP steps, process participants (both the City and others), the various competing objectives and needs of the parties, the documents, agreements and other products that will be produced at particular stages of the process, and City’s points of entry and leverage toward meeting its own objectives. After review and closure on the general process structure, dates (schedule) and cost (budget) will be associated with the major steps, and the City’s participants in each step will be identified.

This analysis will provide the groundwork for the strategic plan, which will set forth the process, schedule, deliverables and budget for the ILP process leading to the Joint License Application filed with FERC, and the subsequent City CEQA Lead Agency requirements and schedule that will immediately follow the FERC NEPA documentation process for the new license.

Developing the Strategic Plan

Strategic planning for a regulatory process is used to set priorities, focus energy and resources, orient internal operations, and point both City staff and stakeholders toward achievable desired goals. It should be used both to establish agreement as to intended outcomes and results, and to assess and adjust the

City's direction in response to the ongoing licensing process. Strategic planning is a disciplined effort to make fundamental decisions and shape actions that will guide what the City will do, and define why it will do it, focusing on the future steps of the licensing process. Effective strategic planning will set forth not only where the City is going and the actions needed to make progress, but also define how it will know if it is successful.

There are many alternative frameworks and methodologies for strategic planning and management. The choice of the approach to strategic planning will be carefully developed in close collaboration with the City's management. The elements of the strategic plan are expected to include: 1) analysis of the relicensing process married with an assessment of the unique and specific objectives and concerns of the City; 2) strategy formulation, organizing specific action alternatives within a framework of possible choices and preferred outcomes; 3) strategy execution, translating the high level plan into operational planning and action items, and 4) evaluation and sustained management, providing for ongoing refinement and evaluation of plan execution.

2. ADVISE ON INTEGRATED LICENSING PROCESS FOR BUCKS CREEK PROJECT

Strategic advice and consultation will be offered throughout the term of our contract and the ILP process. This activity is not bound to a specific set of activities or limited timeframe, but is ongoing and responsive to emerging needs. We suggest that the means by which these services are delivered will vary depending on the specific audience and needs. For example,

- We expect that regular communication with the City's SVP manager and other City management staff would occur both in regular calls (below) and on an as-needed basis. We are available at most times, from early in the morning until late in the evening. We routinely use land and cell phones, email, text, and in-person meetings to discuss emerging needs and issues with our client managers and advise them on next steps, requirements, and options. We would expect to be similarly available to the City of Santa Clara/Silicon Valley Power.
- Meetings and conference calls will include both in-house sessions with City managers and staff, and invited or public sessions that involve one, several, or general participation by stakeholders. These may focus on specific issues, positioning with parties engaged in direct negotiation of issues with the City, or may occur in more general ways in open public meetings at which the Project and process are broadly addressed. In all of these settings, GEI is comfortable with providing context-appropriate consultation and advice on the licensing process and the many associated permitting, outreach and study processes (e.g., water quality certification, endangered species consultation, and natural resources management, among others).

- Regular (e.g., weekly or biweekly) project calls among the City's project management team generally would include our team's senior consultants, the City's project manager and other management team or staff pertinent to issues at hand, our own technical staff as needed, and in-house or outside counsel. We normally use these calls for confidential and candid discussion of issues, strategy, and upcoming activities. Minutes are generally summary in nature and should be protected by attorney-client privilege.
- Tools that we use to support the kinds of communications and meetings described above include SharePoint (see next bullet), agendas, minutes, presentations (which may vary from technical to general public content and use various formats such as webinars, PowerPoints, etc.), action item schedules, timelines, visual aids, comment cards or stations, and the like.
- GEI uses SharePoint, a Microsoft collaboration software for both in-house and project purposes. Through SharePoint we can establish sites as contextual work environments with appropriate access protocols for both small teams or large groups. We can connect communities to work on specific assignments and broad issues; we can store, manage, and index content, such as documents, communications and other work items that need to be stored, found, collaborated on, updated, managed, documented, archived, traced or restored; and we can provide powerful search capabilities.

3. DEVELOP TRAINING FOR SVP AND STAKEHOLDERS; SUPPORT PROCESS FACILITATION AND CONFLICT RESOLUTION; AND MAINTAIN THE CONSULTATION RECORD

Based on work conducted to develop the strategic plan, GEI will outline and implement training and facilitation needs, again in close collaboration with the City. As noted elsewhere in our proposal, Jeremy Pratt and Ginger Gillin have long experience and training in facilitation and conflict resolution. Jeremy is a Senior Facilitator who has met the stringent requirements for listing on the U.S. Institute for Environmental Conflict Resolution National Roster. He has 30 years' experience in designing and conducting training, including for Duke Energy and the Government of Indonesia's power utility, PLN. Ginger is on the FERC approved list of technical experts, available to serve as third party panel members for resolution of hydropower licensing disputes, and has served as an independent third party on a dispute resolution panel for a hydro project.

Depending on the City's arrangements with PG&E, Jeremy and Ginger would be available through the City as appropriate to assist PG&E and Cardno to successfully facilitate ILP meetings or conduct any needed conflict resolution.

We typically maintain a chronological consultation log for our hydro licensing clients, indexed and sorted by consulting parties and key words that identify

major issues and process steps. The consultation log is maintained in electronic form, often in SharePoint and is backed by hard copies where record-keeping protocols require it. The consultation record will include formal City communications (e.g., on letterhead); drafts of working documents shared for review and edit (and comments received either directly on the document or in formal communications, together with their resolution); any meeting notes or minutes we or others take; progress reports; meeting materials such as presentations, agendas and handouts; and all of the various kinds of documents, graphics, images, and other materials that enter the ILP record. Again, we suggest using our in-house SharePoint capabilities (with a client portal provided to the City and appropriately managed collaborative workspaces for others).

4. PARTICIPATE IN THE DEVELOPMENT OF STUDY PLANS, WORK SCOPES, AND IN MONITORING AND REVIEW OF IN PRE-APPLICATION STUDY PERFORMANCE

FERC has granted a time extension for filing of Study Plans. PAD/SD1 comments and study requests are due April 14, and Scoping Document 2 (SD2) is due to be issued on May 29. GEI will come aboard during that timeframe, and will be available to assist the City through the filing of the Proposed Study Plan (PSP), PSP Meeting (June 28), PSP comments (due August 27), filing the revised PSP (September 26), revised PSP comments (due October 11), and review of the Director's Study Plan Determination (expected October 26), as well as any subsequent dispute process.

Through all these steps, GEI will work as the City's lead to assist PG&E (and Cardno) to review issues (see Table ## above) and comments, finalize study plans, develop and review work scopes. We expect that work on this element of our scope would be first coordinated with the City in separate meetings and conferences to discuss the issues and potential studies, budget and schedule, sensitivities of stakeholders, and the City's own concern and desired outcomes. Armed with this direction from the City, GEI can either participate in meetings and calls with the City as its consultant, or on the City's behalf as its representative in meetings and discussions with PG&E and Cardno.

This work element will entail review and comment on draft study plans and work scopes to reflect the City's concerns and needs and assure that the plans and scopes are adequate, defensible and needed. We would discuss our own evaluation together with any stakeholder comments received with the City and propose responses to stakeholders or receive the City's direction on responses to carry forward in communications with PG&E. We would also receive and represent, as directed by the City, the City's own comments on plans and scopes.

This role would carry forward to monitoring study performance, reviewing Cardno progress reports and draft study reports, and proposing corrective action or adaptive management as issues emerge and performance unfolds.

We would provide the City with a technical resource to draw on in monitoring, reviewing and evaluating studies, in addition to our role as project management consultants and strategic advisors. We bring a full-service team of experts in all required disciplines to provide technical advice on any of the identified potential issues, or any new issues that may arise. These include resources available through GEI, EN2, and Meridian Environmental. Although we have not costed these resources into the baseline proposal (because the need for them is not yet established) they can be mobilized at any time at the City's request to provide technical advice or even assistance with the studies themselves.

5. PARTICIPATE IN REVIEWING AND PREPARING ALL FERC LICENSING DOCUMENTS, RESOLVING FERC AND STAKEHOLDER COMMENTS, AND PREPARING ANY REQUIRED MANAGEMENT PLANS

Throughout the process (currently scoped and budgeted to the point of filing the License Application), GEI would continue to perform in a role analogous to that described above for the Study Plans. We would coordinate with the City to receive its direction on its concerns, objectives and desired outcomes at every stage. In these communications, we would advise the City on the requirements of the ILP, challenges to be aware of in completing the process, and its options and strategy in upcoming activities. We would work at the City's side or on its behalf in meetings, calls, and conferences with PG&E through all the steps of the ILP. We would review draft documents and suggest comments to the City or on the City's behalf to PG&E. We would be available as a technical resource for the City to implement in working with PG&E's consultant to complete specific studies or FERC documents. We would assist the City in formulating and advising PG&E regarding Protection, Mitigation & Enhancement Measures (PM&E's) to be included in the Preliminary License Application. We would review stakeholder comments on draft ILP products and suggest responses to the City, as well as assist the City in developing its own review and comments. We would incorporate input from owners and stakeholders throughout the licensing process.

6. WORK WITH IN-HOUSE AND/OR OUTSIDE COUNSEL FOR THE JOINT LICENSEES

Both Jeremy and Ginger have long collaborated with Don Clarke, the City's outside counsel, on the Eagle Mountain and Enloe projects (since 2007 and 2005, respectively). We have similarly worked with in-house counsel for our clients and with attorneys retained for litigation on our projects. We are very familiar with the communication environment and the advice and guidance to be expected and sought from legal counsel. We anticipate continuing an excellent working relationship with Don and establishing similar trust-based open communication with the City's in-house counsel.

CEQA Compliance Support

1. LEAD CEQA COMPLIANCE FOR THE JOINT LICENSEES AS THE CITY ASSUMES THE CEQA LEAD AGENCY ROLE

The FERC license application and supporting technical studies will address the requirements of both NEPA and CEQA. The CEQA schedule presented in Chapter 5 identifies the points at which specific CEQA components will be integrated with the Licensee processes. As a public agency, the City of Santa Clara has indicated that it has (or will) exercise its discretion to serve as CEQA Lead Agency, which will afford the City management control over the scope, timing, and outcomes of the relicensing, CEQA document and schedule, and ultimately the conditions of Project approval.

To help formalize the City's Lead Agency role in the CEQA process, the GEI Team will work with the City to develop a strategy and formal process and timeline by which the City can work with all agencies that will need to rely on the CEQA documentation to issue their permits and other project approvals. This may take the form of a Letter of Understanding that would include anticipated schedules, commitments of participation, subsequent permitting timelines, and agreements to participate in informal consultations and issue resolution (as described earlier).

The GEI Team intends to make full use of the studies and documents prepared in the FERC relicensing process to develop CEQA documents, permit applications and notices. This will include the preparation of public and agency consultation notices, and the draft and final CEQA Supplemental Analysis documents, which incorporate by reference, as well as supplement, the FERC NEPA final documentation for the relicensing of the Project.

Alternative Approaches to CEQA

The GEI Team's proposed approach to CEQA follows the strategy used by other California utilities (e.g., SMUD). This strategy entails the preparation

of a CEQA supplement based on the FERC NEPA document rather than writing a separate EIR for the project. The reasons utilities have adopted this strategy is that if CEQA is done earlier, the Licensees would have competing, dual processes in which the same issues may arrive at different outcomes or mitigation requirements. FERC will take the federal lead for NEPA ; CEQA must be meshed with the NEPA documentation. CEQA regulations make clear that a NEPA document may be used after the process is complete, however attempting to do parallel processes would be very costly, and could create confusion among stakeholders and delays.

Weighed against this risk, if the City waits for FERC to issue the final NEPA document, the FERC EIS or EA may not be ready until approximately 17 months after the license application is filed. Given that the License Application is due December 31, 2016, the FERC EA or EIA would not be available until about early to mid-2018. That means the Supplemental CEQA document would not begin until nearly the due date for the new license. It is important to be aware that the SWRCB has been taking a very long time to process 401 Water Quality Certificates in California, and therefore the risk will be that the relicensing of the Bucks Creek Project will be significantly delayed. However, the GEI Team can prepare up to 95% of the CEQA document content prior to NEPA completion, and have it ready to use on a rapid completion schedule

GEI has based our proposal on the first alternative, however we suggest that an early conversation be held with the City to weigh the schedule risk and SWRCB action risk against the risk entailed by parallel NEPA and CEQA processes and decided either to confirm the proposed approach or move to a different approach at that time as directed by the City.

NEPA to CEQA Conversion Process

Article 14 of the CEQA Guidelines, Projects Also Subject to the National Environmental Policy Act (NEPA), under CEQA Guideline Section 15221 (a) indicates that if a NEPA document is completed before a CEQA document, then California agencies should use that NEPA EIS or EA/FONSI rather than preparing an EIR or ND, so long as the EIS or ND complies with the provisions of the CEQA Guidelines. Based on this approach, the specific steps to convert the FERC Final NEPA document to a City of Santa Clara CEQA Compliance document include the following:

Upon FERC Issuance of a Final NEPA document, anticipated to be a Final Environmental Assessment (EA), the GEI Team will convert the Final EA into a CEQA-compliant Administrative Draft Supplemental Analysis. This document will be prepared in conformance with CEQA and CEQA guidelines, making

optimal use of previously prepared studies and documentation and avoiding undue repetition of impact analysis and discussion of mitigation. It will contain a description of the proposed relicensing action/project that is consistent with the NEPA document, a description of the environmental setting, identification of the environmental impacts associated with the project implementation, and mitigation measures for impacts found to be significant. The mitigation measures will be clearly identified to facilitate developing a mitigation monitoring and reporting program.

It will be important to ensure that the CEQA Supplemental Analysis addresses those issues that are not typically addressed through NEPA, as well as substantive issues identified through the consultation processes with the California resource and permitting agencies including the SWRCB, CDFW, and others. CEQA Guidelines Section 15221 (b) states “Because NEPA does not require separate discussion of mitigation measures or growth inducing impacts, these points of analysis will need to be added, supplemented, or identified before the EIS can be used as an EIR.” CEQA also specifically requires analysis of greenhouse gas emissions and the adoption of a Mitigation Monitoring and Reporting Program where specific mitigation measures have been identified to reduce potentially significant impacts.

Through the resource agency CEQA consultation processes, certain impact topics may be identified that are not necessarily directly related to the Project, but for which certain agencies may have purview and a desire to advance initiatives that can adversely affect Project operations for the City. One example is the SWRCB’s recurring effort to extend its regulatory control over upstream water rights and water operations so that it can better manage its goals for current and future Delta protection standards.

The GEI Team will also prepare administrative draft public notices including a Notice of Availability of the Draft Supplemental Analysis for Public Review, and a draft Mitigation, Monitoring and Reporting Program.

CEQA Review and Approval Process

After the GEI Team prepares the CEQA-compliant administrative draft Supplemental Analysis and public notices, the administrative draft documents will be provided to relevant City and agency staff for internal review and comment. After receipt of comments upon the Administrative Draft Supplemental Analysis and related public notices, the GEI Team will revise the documents and process them for public distribution to the California State Clearinghouse, Santa Clara County Clerk and Plumas County Clerk, as well as other agencies and interested parties for a 45-day public review period. During the public review period for the Draft Supplemental Analysis, the City may at its

discretion also hold one or more public meetings to receive written and verbal comments on the Draft Supplemental Analysis.

After Public review and comment on the Draft Supplemental Analysis, the GEI Team will assist the City by evaluating and preparing draft responses to public comments received during the CEQA document review, and provide them to relevant City and agency staff for internal review and comment. After receipt of comments upon the proposed Final Supplemental Analysis, findings and related public notices, the GEI Team will revise the documents and distribute them in advance of certification of the CEQA final documentation.

Prior to making a final CEQA decision, the City will consider public comments at a noticed Public Hearing. At the public hearing, the City will consider and formally certify the CEQA Supplemental Analysis, CEQA Findings and Statements of Overriding Consideration, and the Mitigation, Monitoring and Reporting Program. The GEI Team will assist the City in preparing for and conducting the Hearing, as requested.

Subsequent Post-CEQA approval steps, which the GEI Team will assist the City in finishing, include:

- SWRCB would use the City-Adopted Final EIR and Project Approval to issue its 401 Water Quality Certification;
- FERC will use the SWRCB 401 Certificate to complete relicensing and issues a new License Order to the City and PG&E; and
- Other CEQA Responsible Agencies (e.g., CDFW and CPUC) use the final CEQA documentation to issue remaining permits as appropriate.

The CEQA documentation process can immediately follow FERC's final NEPA documentation, but will precede the SWRCB 401 Water Quality Certification (WQC), which is the penultimate approval before FERC can issue the new Project license. The GEI Team will assist the City by ensuring that 401 Certification issues are addressed and conditions are incorporated in the final CEQA document. This will help streamline SWRCB issuance of the Certificate, which can then allow FERC to proceed with relicensing. Other CEQA-dependent approvals can then continue independent of the critical path and will include the CDFW CESA and Streambed Alteration Agreement, and the CPUC approvals.

GEI Project Management Plan

1. INTEGRATED PROJECT MANAGEMENT FOR ILP COMPLIANCE

The Integrated Licensing Process (ILP) is well known for the challenges it presents in meeting Key to meeting a compressed schedule is an effective project

management system. GEI uses integrated project management to assure that project cost, schedule, and performance goals are met. Each unit of work is identified in a work breakdown structure, assigned to an individual within a project organization chart, scheduled within the project master schedule, and budgeted within the overall project budget. This approach is used to:

- Organize project resources based upon clearly stated project objectives.
- Develop a plan for accomplishing project objectives.
- Review the plan and authorize the work.
- Assure that all required work is performed and only required work is performed.
- Monitor progress and report project status.
- Determine management action as required to bring performance into line with the plan.

The GEI internal work plan informs each team member of their objectives and places responsibility at the level at which work is actually performed. Our work plan identifies clear lines of communication, management, and technical responsibility. We emphasize teamwork to implement the work plan. Our team focuses on efficient and timely work, and high-quality deliverables. Technical team leaders (for this project, Ginger Gillin and Rick Lind) are assigned scopes, budgets and schedules, and our project managers use the integrated framework to monitor progress, quickly identify any deviations from plans, and make early adjustments to stay on course.

2. PROJECT TRACKING

GEI uses several project management tools that have proven highly effective to manage complex projects and coordinate interdisciplinary teams including:

- Real-time cost tracking in our BST system, with weekly budget reporting available to the City's manager.
- Regular (weekly or biweekly) conference calls (about 1 hour each) to update the status of ongoing work, identify and resolve emerging issues, and plan for upcoming activities. These calls typically would be attended by City, the Project management team, and any technical leaders needed. They serve to coordinate performance throughout the team, update progress, and review action items.
- Regular internal project team conference calls with key project team members, as needed to drive forward the project, assure schedule and budget control, and communication of emerging information.
- Project action schedules will be updated weekly and distributed to City and internally within the Project management team, technical leads. Action schedules identify scheduled actions (e.g., scheduled calls, meetings, consultations, draft document reviews, and deliverable deadlines) for

the upcoming weeks (typically over a 2-4 week period), together with “emerging” items and long-term tracking items.

- Documentation of calls in meeting minutes that identify issues raised and actions to be taken.

3. APPROACH TO NEW WORK ASSIGNMENTS

Recognizing that the City may require services beyond the baseline that GEI has set forth in this proposal, we provide below a brief overview of how we can respond quickly and efficiently to any new work assignments that the City may issue. Cognizant of the importance of acting quickly, particularly within an Integrated Licensing Process, to provide quality products on short notice, each new work assignment received from the City will be acted on immediately. Our goal is to achieve substantial progress within two calendar days after receipt of each task order. This will include:

- Tasks and activities scoped and scheduled
- Study team briefed
- Methodology identified and submitted for approval
- Quotation for specified tasks delivered
- Work initiated and in progress

Each activity in this short-turnaround, stepwise process is briefly described below:

Activity 1. As soon as an assignment from the City, it will be immediately reviewed by the Project Manager and in-house technical leads.

Activity 2. The Project Manager and technical leads will determine the staff best qualified to conduct the work, review their outstanding commitments, verify their availability, and prepare an appropriately detailed work plan addressing scope, schedule, staffing and budget for the assignment.

Activity 3. The preliminary work plan will be reviewed with the City’s Project Manager, and revised as directed.

Our assignment work plan, once approved, will serve as the single document integrating cost, schedule, responsibility, and technical approach for all project elements. It will typically address: 1) objectives; 2) description of services; 3) technical approach; 4) task organization, showing staff and responsibilities; 5) budget by person, task, and month; 6) schedule; 7) progress reporting; 8) including work authorization and quality control; and 9) deliverables.

Generally, Activity 1 can be accomplished the same day a work order is received.
Activity 2 usually would be completed within a day or two of notification.
Review and approval (Activity 3) often can be completed within a week.

4. PROGRESS REPORTING

GEI will prepare monthly progress reports, typically in the form of a memo (usually 1-2 pages) that identify accomplishments for the previous month by task, look ahead to tasks planned and objectives for the next period, summarize budget and schedule performance, and track any changes authorized to work scope and budget.

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Proposed Study Plans

A Proposed Study Plan is comprised of individual study descriptions that address FERC required study criteria. Each plan should provide the following elements.

- 1. Study Objective and Goal**
Describes the identified issue(s) to be address and the goal(s) of the study.
- 2. Summary of the Existing Information**
A briefly description of the available information and the gaps the study is intended to fill.
- 3. Nexus Between the Project and Resource and How the Study Results Would be Used**
Identifies the linkage between potential Project effects or mitigation need for the potentially affected resources.
- 4. Study Area and Study Sites**
Identifies the geographical Study Area, such as the entire Project Area, the Project Affect Area (which could be much larger), or the specific study sites such as a river reach.
- 5. Methods**
Describes the methods, protocols, or other accepted approaches that would be used.
- 6. Analysis**
A description of how the data would be analyzed and how the data/results would be presented.
- 7. Consistency with Generally Accepted Scientific Practice**
This section would explain how the proposed study methodology is consistent with generally accepted practices.
- 8. Products**
How the study results would be reported, a presentation(s) to the relicensing stakeholders, a standalone report, and/or part of the License Application.
- 9. Relationship to Other Studies**
If two or more studies are inter-dependent, they would be identified.
- 10. Schedule**
A general scheduled identifying field and office tasks, data analysis, and presentation of results.
- 11. Level of Effort and Cost**
A budget level cost estimate broken down by the major tasks to conduct the study and present the results.
- 12. References**
Appropriate technical references would be identified for methods, study design, etc.

5. CLEAR AND EFFECTIVE COMMUNICATION

We place a high value on clear and frequent communication with all team members and the City. On this project we propose this normally would be accomplished by scheduling regular (weekly or bi-weekly) conference calls with the City, the project management team, and technical leads as needed. During these calls team members update the Project Manager and the City on progress made toward completing the scope of work. Technical issues and also be raised and resolved during these calls greatly improving the efficiency of project execution. At the direction of the City manager conference calls can be scheduled to include other key parties pertinent to current action items as well.

6. HIGH QUALITY WORK PRODUCTS

Delivery of high quality work products free of errors and omissions is a core business standard at GEI. The quality control procedures that we incorporate into our work have contributed to the successful completion of many of our most complex and controversial projects. We focus on quality control of draft and final documents. GEI will work with the City Project Manager to determine the desired style, format, level of detail, and organization of the required documents. We will prepare a detailed outline and format of each required document. The GEI Project Manager will review this with the City Project Manager and establish the final framework for project reports.

7. GEI SHAREPOINT GATEWAY

To facilitate project management coordination, execution of project work and the security of confidential data, GEI can provide secure access to project documents via our SharePoint Gateway. SharePoint Gateway enables authorized staff, subcontractors and City staff to access project-related materials over the internet using a private user name and password. Only those persons who are given access rights by the GEI administrators and have the appropriate password can access the system. This system also will ensure efficient and effective communication between all members of the project team. Among other services, SharePoint provides an electronic centralized secure filing system for project operations. It can be fully utilized with a standard web browser—no additional software is required on user workstations.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND**

GEI CONSULTANTS, INC.

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed five hundred fifty four thousand one hundred forty eight dollars (\$554,148.00), subject to budget appropriations. Rate sheet attached

Chapter 8

Proposal Costs Sheet & Rates

GEI Team's proposed cost for the project is on the following pages, including:

- Project management assistance for hydroelectric relicensing
- ILP studies
- ILP documents
- CEQA compliance
- GEI project management
- Travel

GEI rates and those of our subcontractors (EN2 and Meridian Environmental) are also included.

Work is budgeted through the schedule filing of the Bucks Creek License Application (December 31, 2016). Our proposed budget presents hours by person and task, and includes the activities discussed in [Chapter 4](#), such as the development of the strategic plan, advise on the ILP process, training, process facilitation/ conflict resolution; study plan review and review of comments on study plans (2 drafts plus the Director's Study Plan Determination), monitor and review of studies and study reports, review of the Preliminary Licensing Proposal (PLP) and comments on the PLP, and review of the License Application (LA) and comments on the LA.

For CEQA, our proposed budget includes such activities as preparing notices, supporting public meetings and a Public Hearing, preparing a Draft Supplemental EIS, reviewing and responding to comments on the Draft EIR, preparing a Final EIR, and supporting the City's CEQA decision process. Our proposed CEQA schedule extends beyond the filing of the LA, to April 2019. The CEQA scope of work is relatively well defined for budgeting purposes, and the budget for those services is included in our proposal. By contrast FERC post-license application work is relatively hard to project into that period and would be better addressed with the City at or near the date of filing to determine the level and scope of ongoing FERC ILP services to be provided by GEI to the City.

Although team members are located in various offices, all travel is budgeted as from the GEI Sacramento office. We have budgeted for the following trips:

- Kickoff meeting at the project site
- Strategic planning workshop at the City of Santa Clara

- Three study plan meetings (proposed study plan; initial study report; second season study report)
- CEQA planning meeting at the City of Santa Clara
- CEQA scoping

GEI costs are proposed on a Time & Materials basis, with the Not To Exceed (NTE) ceiling of \$494,148. As such, our budget proposal represents a baseline level of effort predicted on a routine process, and does not assume extra effort driven by stakeholder advocacy, agency or process demands requiring unplanned intensive efforts, and other emerging requirements that would go beyond the baseline effort. Generally, one round of review and revision is assumed for deliverables such as reviews or comments prepared on behalf of the City, CEQA products, and the Strategic Plan.

	GEI						Subcontractors		TOTALS
	Project Manager Jeremy Pratt	Senior Consultant Ginger Gilpin	Project Scientist Jeff Deason	Project Coordinator Shannon Luoma	Technical Editor/SharePoint Gigi Gable / Lorena Warix	Travel Costs	EN2/Sierra Ecosystem Associates	Meridian Environmental (not included in baseline work)	
	\$ 210	\$ 190	\$ 105	\$ 93	\$ 70				
I - Relicensing Project Management									
A. Project Management Assistance - SVP									
Develop Strategic Plan	40	24	40	40			\$3,984		
Advise on ILP Process		270							
Training	<i>to be developed in consultation with City</i>								
Process Facilitation/Conflict Resolution	<i>to be budgeted on request</i>								
Consultation Record				135					
Weekly coordination meeting (assume 1 hrs per wk)	135	135		135					
Subtotal - A	175	430	40	310	0	\$0	\$3,984	\$0	\$ 155,467
	\$ 36,792	\$ 81,624	\$ 4,200	\$ 28,867	\$ -				
B. ILP Studies									
Review proposed study plan	8	8	20						
Review comments on study plan		8	16						
Review revised study plan	4	4	10						
Review comments on revised study plan		4	8						
Review directors study plan determination		2	8						
Review work scopes for study implementation		8	24						
Monitor/Review initial Study Report		8	40						
Monitor/Review second season Study Report		8	40						
Subtotal - B	12	50	166	0	0	\$0	\$0	\$0	\$ 29,450
	\$ 2,520	\$ 9,500	\$ 17,430	\$ -	\$ -				
C. ILP Documents									
Review preliminary licensing proposal (PLP)	24	24							
Review stakeholder comments on PLP		16	40	24					
Review license application	16	24							
Review draft BA and HPMP		24	40						
Review comments on and final BA and HPMP		24	40	24					
Subtotal - C	40	112	120	48	0	\$0	\$0	\$0	\$ 46,744
	\$ 8,400	\$ 21,280	\$ 12,600	\$ 4,464	\$ -				
D. GEI Project Management									
GEI PM for Bucks Creek Project	270			270					
SharePoint	<i>to be budgeted on request</i>								
Subtotal - D	270	0	0	270	0	\$0	\$0	\$0	\$ 81,931
	\$ 56,784	\$ -	\$ -	\$ 25,147	\$ -				
TOTAL - I. RELICENSING PM	498	592	326	629	0	\$0	\$3,984	\$0	\$ 313,592
II - Travel									
Consultation & Stakeholder Meetings	24	24				\$3,500			
Kick off meeting at Project Site	12	12				\$1,560	\$4,128		
Meeting with PG&E in Santa Clara to discuss CEQA process	12	12				\$1,800	\$4,128		
Study Plan Meetings (3) Assume No Disputes	40	40				\$5,400			
CEQA Process scoping meeting	12	12				\$1,800			

[illegible]

	Subcontractors		TOTALS
	EN2 Resources, Inc. Rick Lind	EN2 Resources, Inc. Deborah Kruse	
	\$ 190.00	\$ 154.00	
I - Relicensing Project Management			
A. Project Management Assistance - SVP			
Develop Strategic Plan	8	16	24
Advise on ILP Process			
Training			
Process Facilitation/Conflict Resolution			
Consultation Record			
Weekly coordination meeting (assume 1 hrs per wk)			
Subtotal - A	8	16	24
	\$ 1,520	\$ 2,464	\$3,984.00
B. ILP Studies			
Review proposed study plan			0
Review comments on study plan			
Review revised study plan			0
Review comments on revised study plan			
Review directors study plan determination			
Review work scopes for study implementation			
Monitor/Review initial Study Report			
Monitor/Review second season Study Report			
Subtotal - B	0	0	0
	\$ -	\$ -	\$0.00
C. ILP Documents			
Review preliminary licensing proposal (PLP)			0
Review stakeholder comments on PLP			0
Review license application			0
Review draft BA and HPMP			
Review comments on and final BA and HPMP			
Subtotal - C	0	0	0

	\$ -	\$ -	\$0.00
D. GEI Project Management			
GEI PM for Bucks Creek Project			
SharePoint			
Subtotal - D	0	0	0
	\$ -	\$ -	\$0.00
TOTAL - I. RELICENSING PM (HOURS)	8	16	24
	\$1,520	\$2,464	\$3,984
II - Travel			
Consultation & Stakeholder Meetings			
Kick off meeting at Project Site	12	12	24
Meeting with PG&E in Santa Clara to discuss CEQA process	12	12	24
Study Plan Meetings (3) Assume No Disputes			0
CEQA Process scoping meeting			0
Subtotal - A	24	24	48
	\$ 4,560	\$ 3,696	\$ 8,256
TOTAL - II. TRAVEL (HOURS)	24	24	48
	\$4,560	\$3,696	\$8,256
III. CEQA COMPLIANCE			
A.			
Convert PLP into Draft EIR			
Prepare Admin Draft and Public Review Draft Supplemental CEQA Analysis	120	180	
Subtotal - A	120	180	\$ 300
	\$ 22,800	\$ 27,720	\$ 50,520
B.			
Notice and Conduct Public Meeting on Supplemental Analysis	20	48	68
Subtotal - B	20	48	68
	\$ 3,800	\$ 7,392	\$ 11,192
C.			
Prepare Final CEQA Decision Comments	40	60	100
Subtotal - C	40	60	\$ 100
	\$ 7,600	\$ 9,240	\$ 16,840
D.			
Support City on Public Hearing	16	16	32
Subtotal - D	16	16	32
	\$ 3,040	\$ 2,464	\$ 5,504

E.			
Coordinate SWRCB 401 WQC and Other State Permits	12	20	32
Subtotal - E	12	20	32
	\$ 2,280	\$ 3,080	\$ 5,360
TOTAL - III. CEQA	208	324	532
	\$ 39,520	\$ 49,896	\$ 89,416
Total Hours or Amounts	240	364	604
TOTAL PROJECT COST			\$ 101,656



**MERIDIAN ENVIRONMENTAL, INC.
2014 RATES AND FEES**

Item	Unit	2014 Cost
Joan Nichol, Sr. Environmental Planner	Hr.	\$ 130.00
Joan Nichol, Editing and Document Production	Hr.	\$ 98.00
Eileen McLanahan, Sr. Terrestrial Biologist	Hr.	\$ 130.00
Eileen McLanahan, Sr. Terrestrial Biologist (Field Rate)	Hr.	\$ 112.00
George Gilmour, Fisheries Biologist	Hr.	\$ 114.00
Jeff Boyce, Forest Ecologist/GIS	Hr.	\$ 114.00
Jason Shappart, Fisheries Scientist	Hr.	\$ 104.00
Robyn Redekopp, Fisheries Biologist	Hr.	\$ 70.00
Amy Corsini, Project Assistant	Hr.	\$ 80.00
Field Technician	Hr.	\$ 53.00
GIS	Hr.	\$ 25.00
GPS	Day	\$ 15.00
Mileage (current IRS Standard Mileage Rate)	Mile	\$ 0.56
Travel/transportation	Dollar	Cost
Meals	Dollar	Cost
Lodging	Dollar	Cost
Copies (jobs exceeding 100 pages)	Page	\$ 0.10
Copies using Rite in the Rain paper	Page	\$ 0.30
Phone/Fax (monthly charges over \$10)	Minute	Cost
Postage (monthly charges over \$10)	Minute	Cost
Presentation Supplies	Dollar	Cost

Meridian Environmental evaluates and establishes annual labor rates on January 1 of each calendar year.

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ Per hour</u>
Staff Professional - Grade 1	\$ 77
Staff Professional - Grade 2	\$ 88
Project Professional - Grade 3	\$ 93
Project Professional - Grade 4	\$ 105
Senior Professional - Grade 5	\$ 124
Senior Professional - Grade 6	\$ 153
Senior Professional - Grade 7	\$ 190
Senior Consultant - Grade 8	\$210
Senior Consultant - Grade 9	\$248
Senior Principal - Grade 10	\$248
<hr/>	
Senior CADD Drafter / Designer / GIS	\$ 105
CADD Drafter / Designer	\$ 93
Technician 1	\$ 62
Technician 2	\$ 67
Technician 3	\$ 72
Technician 4	\$ 81
Word Processor, Administrative Staff	\$ 69
Office Aide	\$ 64

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 twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Third Party Project Charges - All third party project charges will be billed at cost plus a 15% service charge. Examples of such charges include chemical laboratory charges; rented or leased equipment; printing and communication costs; shipping and mailing costs; sample disposal costs; transportation costs, project permits, and licenses.

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 Equipment Charges - GEI-owned field equipment will be billed at the following rates:

Backpack and shoreline electro-fishers	\$ 150/day	Invertebrate equipment package	\$ 50/day
Boat electro-fisher	\$ 400/day	Flow meter	\$ 75/day
Boat only	\$ 250/day	Multi-probe	\$ 150/day
1FIM equipment package	\$ 75/day		

Transportation Charges - 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 rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at \$25/day plus mileage. Travel costs including airfare, rental vehicles, taxis, parking, tolls, and other transportation charges will be billed at cost plus 15% service charge.

Subsistence - Lodging and meal costs at job sites, and in transit to and from job sites, will be billed at cost plus 15% service charge.

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.

EN2 Resources, Inc.

Staff Hourly Rates for 2014

Rick Lind, President	\$190.00
Deborah Kruse, Senior Environmental Planner/Project Manager	\$154.00
Virginia Meyer, Biological Resources Analyst	\$154.00
Jordan Postlewait, Landscape Architect	\$144.00
Kris Kiehne, Senior Biologist	\$132.00
Chad Johnson, Senior Hydrologist/Resources Ecologist	\$115.00
Melissa Marquez, Aquatic & Landscape Ecologist	\$111.00
Jeremy Waites, Ecologist	\$106.00
Megan Buchanan, Assistant Resources Analyst	\$91.00
Rayann La France, Administrative Services Manager	\$80.00
Krystle Heaney, Natural Resources Analyst	\$72.00
<i>Support Staff</i>	
GIS Technician	\$96.00
Technical Editor	\$97.00
Intern	\$60.00
Administrative Assistant	\$50.00

	GEI				TOTALS
	Project Manager Jeremy Pratt	Senior Consultant Ginger Gillin	Project Scientist Jeff Deason	Travel Costs	
	\$ 210	\$ 190	\$ 105		
Study Plan Calls - Scenario A: Pratt and Gillin attend calls only (no travel)					
10 calls @ 8 hour/call	80	80			
estimated preparation/follow-up	32	32			
subtract cost of travel	-40	-40		-\$5,400	
Budget - Scenario A	72	72	0	\$ (5,400)	\$ 23,400
	\$ 15,120	\$ 13,680	\$ -		
Study Plan Calls - Scenario B: Gillin and staff attend calls only (no travel)					
10 calls @ 2 hour/call		80	80		
estimated preparation/follow-up	16	32	32		
subtract cost of travel	-40	-40		-\$5,400	
Budget - Scenario B	-24	72	112		
	\$ (5,040)	\$ 13,680	\$ 11,760	\$ (5,400)	\$ 15,000
Study Plan Calls - Scenario C: Pratt and Gillin attend 7 calls and travel to 3 meetings					
7 calls @ 2 hour/call	56	14			
estimated preparation/follow-up		32	32		
no offset for travel	0	0		\$0	
Budget - Scenario C	56	46	32		
	\$ 11,760	\$ 8,740	\$ 3,360	\$ -	\$ 23,860
Study Plan Calls - Scenario D: Gillin attends 7 calls and travel to 3 meetings; Pratt attends 10 conference calls					
calls @ 8 hour/call	80	56			
estimated preparation/follow-up		32	32		
travel offset	-40	0		-\$2,700	
	40	88	32		
Budget - Scenario D	\$ 8,400	\$ 16,720	\$ 3,360	\$ (2,700)	\$ 25,780
Study Plan Calls - Scenario E: WORST CASE Gillin travels to all 10 meetings; Pratt dials in					
meetings @ 8 hour/meeting	80	80			
estimated preparation/follow-up		32	32		
travel time & additional travel costs		80		\$3,510	
	80	192	32		
Budget - Scenario E	\$ 16,800	\$ 36,480	\$ 3,360	\$ 3,510	\$ 60,150

	GEI				TOTALS
	Project Manager Jeremy Pratt	Senior Consultant Ginger Gillin	Project Scientist Jeff Deason	Travel Costs	
	\$ 210	\$ 190	\$ 105		
Study Plan Calls - Scenario A: Pratt and Gillin attend calls only (no travel)					
10 calls @ 2 hour/call	20	20			
estimated preparation/follow-up	8	8			
subtract cost of travel	-40	-40		-\$5,400	
Budget - Scenario A	-12	-12	0	\$ (5,400)	\$ (10,200)
	\$ (2,520)	\$ (2,280)	\$ -		
Study Plan Calls - Scenario B: Gillin and staff attend calls only (no travel)					
10 calls @ 2 hour/call		20	20		
estimated preparation/follow-up	4	8	8		
subtract cost of travel	-40	-40		-\$5,400	
Budget - Scenario B	-36	-12	28	\$ (5,400)	\$ (12,300)
	\$ (7,560)	\$ (2,280)	\$ 2,940		
Study Plan Calls - Scenario C: Pratt and Gillin attend 7 calls and travel to 3 calls					
7 calls @ 2 hour/call	14	14			
estimated preparation/follow-up	8	8			
no offset for travel	0	0		\$0	
Budget - Scenario C	22	22	0	\$ -	\$ 8,800
	\$ 4,620	\$ 4,180	\$ -		
Study Plan Calls - Scenario D: Gillin attends 7 calls and travel to 3 calls; Pratt attends 10 conference calls					
calls @ 2 hour/call	20	14			
estimated preparation/follow-up	8	8			
travel offset	-40	0		-\$2,700	
Budget - Scenario D	-12	22	0	\$ (2,700)	\$ (1,040)
	\$ (2,520)	\$ 4,180	\$ -		

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall purchase and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A - VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.**

**EXHIBIT D
ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

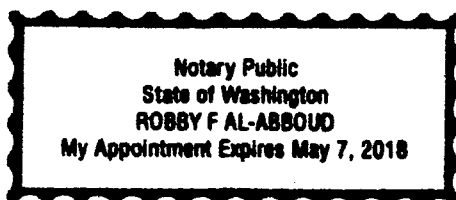
WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
(RCW 42.44.100)

State of Washington }
County of KING } ss.

I certify that I know or have satisfactory evidence that JEREMY PRATT
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: AUGUST 12, 2014
Month/Day/Year



[Signature]
Signature of Notarizing Officer

NOTARY PUBLIC
Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My appointment expires: MAY 7, 2018

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Professional Services by and between the City of Santa Clara, California and GFI Consultants Inc.
Document Date: AUGUST 12, 2014 Affidavit of Compliance with Ethical Standards
Number of Pages: 1
Signer(s) Other Than Named Above: N/A

Pratt, Jeremy

To: Pratt, Jeremy
Cc: Luoma, Shannon
Subject: FW: Agreement for Professional Services with City of Santa Clara

Jeremy, I have reviewed the agreement and hereby delegate to you the authority to sign it on behalf of GEI.

Thanks, Ray

Raymond D. Hart, PE, GE
President



GEI Consultants
Consultants Engineers Architects

GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400 · Rancho Cordova, CA 95670
T: 916.631.4500 | M: 916.752.1911
www.geiconsultants.com | [vCard](#) | [map](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.
EXHIBIT E**

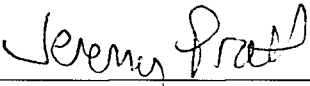
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in [Exhibit D](#). I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

GEI CONSULTANTS, INC.
A Massachusetts Corporation

By: 
Name: JEREMY PRATT
Title: Vice President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.
EXHIBIT F
PROJECT SCHEDULE**



APPROVED

by Council

5-9-17

date

AGENDA ITEM #: 13. B4

AGENDA REPORT

Date: May 9, 2017

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc. to Provide Project Management Support for the Bucks Creek Project Relicensing

EXECUTIVE SUMMARY

The City of Santa Clara (City) participates with Pacific Gas and Electric Company (PG&E) in the Bucks Creek Project (BCP) as part of the Grizzly Development and Mokelumne Settlement Agreement (GDMSA), which was executed between the City and PG&E on March 8, 1990. The BCP is licensed by the Federal Energy Regulatory Commission (FERC) under license number P-619.

The BCP consists of two hydroelectric generation facilities including the Grizzly Hydroelectric Plant, which is owned by the City. PG&E owns the second generation facility in the BCP, the Bucks Creek powerhouse. As part of the GDMSA, the City and PG&E agreed to support and share in the cost of renewing the FERC license for the BCP. On August 26, 2014, Council approved a five year Agreement for Professional Services with GEI Consultants, Inc. (GEI) to provide project management support for the Bucks Creek Relicensing Project. The relicensing of the BCP is underway, and the City's Electric Utility, Silicon Valley Power (SVP), PG&E, and other re-licensing participants are currently working on the Proposed Study Plan (PSP) phase, which will determine the amount and details of the various studies which will be performed.

Due to unforeseen costs associated with the Federal Licensing Application (FLA) process and California Environmental Quality Act (CEQA) compliance requirements needed to complete this relicensing project, staff recommends entering into Amendment No. 1 to increase the not-to-exceed amount by \$336, 262. 00, and extend the term of the Agreement an additional 12 months to April 30, 2020. A copy of Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc. can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

Subject: Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc

Page 2

ADVANTAGES AND DISADVANTAGES OF ISSUE


SVP's participation in the Bucks Creek Project allows it to continue to operate the Grizzly Hydroelectric Plant. This plant provides approximately 18 MW of capacity and 57.3 GWHrs of energy on an annual basis to SVP in an average year. This hydroelectric resource is one of the lowest cost resources available to SVP and provides valuable carbon free energy to the City.

ECONOMIC/FISCAL IMPACT

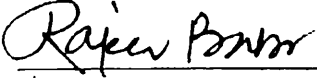
The total not-to-exceed amount of this Agreement was \$554,148.00. Amendment No. 1 will increase the not to exceed amount by \$336,262.00, for a total contract not to exceed amount of \$890,410.00. Sufficient funds are available in the Electric Department Capital Project Bucks Creek Relicensing, account 591-1356-80100-2407-[F]92300.

RECOMMENDATION


That Council approve, and authorize the City Manager to execute, Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc., in an amount not to exceed \$336,262.00, for a total amount not to exceed \$890,410.00 to provide project management support for the Bucks Creek Project Relicensing.


for John C. Roukema
Director of Electric Utility

APPROVED:


Rajeev Batra
City Manager

Certified as to Availability of Funds: *mk.4F*
591-1356-80100-2407 \$ 336,262.00


Angela Kraetsch
Acting Director of Finance

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc.

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
GEI CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is by and between GEI Consultants, Inc., a Massachusetts Corporation, with its principal place of business located at 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A, The Parties previously entered into an agreement entitled "Agreement for Professional Services, dated August 26, 2014 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide project management support for the Bucks Creek Project Relicensing, and the Parties now wish to amend the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That [Paragraph 2](#) of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Paragraph 2 in its entirety and replacing it with the following:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate at the end of day on April 30, 2020.

That [Exhibit B](#) of the Original Agreement, entitled "Fee Schedule" is hereby amended to read as following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed eight hundred ninety thousand four hundred ten dollars (\$890,410.00), subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

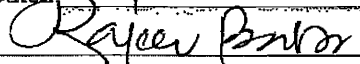
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
Interim City Attorney


Dated: 5.11.17

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
City Clerk

"CITY"

GEI CONSULTANTS, INC.
a Massachusetts corporation

Date: April 12, 2017
By: 
Title: VICE PRESIDENT
Address: 2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
Telephone: (916) 631-4500
Fax: (916) 634-4501

"CONTRACTOR"

	GEI						Subcontractor	TOTALS
	Project Manager Jeremy Pratt	Senior Consultant Singer Gilen	Project Scientist Jeff Deason	Project Coordinator Shannon Luoma	Technical Editor/SharePoint	Travel Costs	ENQ/Siemens Energy/plem Associates	
	\$ 216	\$ 190	\$ 127	\$ 116	\$ 02			
I - Relicensing Project Management								
A. Project Management Assistance - SVP								
Process Facilitation/Conflict Resolution (CEAO)	to be budgeted on request							
Consultation Record				89				
Weekly coordination meeting; PG&E and SVP calls (assume 1 hrs per wk)	100	40	100	100				
Subtotal - A	100	40	100	180	0	\$0	\$0	\$ 62,180
	\$ 21,600	\$ 7,600	\$ 12,100	\$ 20,880	\$ -			
B. FLA Additional Consultation								
Consultation Meetings	20	20	80	60				
Consultation Prep Calls	8		16	16				
HPMP Review and Comment								
Subtotal - B	28	20	96	76	0	\$0	\$0	\$ 30,260
	\$ 6,048	\$ 3,800	\$ 11,616	\$ 8,816	\$ -			
C. FERC EIS								
Draft EIS Review/Comments	24	16	40	24				
FEIS Review	24	16	20	20				
Subtotal - C	48	32	60	44	0	\$0	\$0	\$ 26,812
	\$ 10,368	\$ 6,080	\$ 7,260	\$ 5,104	\$ -			
D. TRC Project Management								
PM for Bucks Creek Project	100	60	180	100				
SharePoint	to be budgeted on request							
Subtotal - D	100	60	180	100	0	\$0	\$0	\$ 66,380
	\$ 21,600	\$ 11,400	\$ 21,780	\$ 11,500	\$ -			
TOTAL - I. RELICENSING PM	276	152	436	400	0	\$0	\$0	\$ 167,652
	\$ 21,600	\$ 11,400	\$ 21,780	\$ 11,500	\$ -			
II - Travel								
Consultation & Stakeholder Meetings			40	24		\$3,500		
CEQA Draft Supplement Public Hearing	8		8			\$1,800		
CEQA Final Supplement Public Hearing	8		8			\$1,800		
Subtotal - A	16	\$ -	56	24	0	\$7,100	\$0	\$ 20,116
	\$ 3,456	\$ -	\$ 6,776	\$ 2,784	\$ -		\$0	
TOTAL - II. TRAVEL	\$ 3,456	\$ -	\$ 6,776	\$ 2,784	\$ -	\$7,100	\$0	\$ 20,116
	\$ 3,456	\$ -	\$ 6,776	\$ 2,784	\$ -	\$7,100	\$0	\$ 20,116
III. CEQA COMPLIANCE								
A. Convert FERC Documents to CEQA Use								
Prepare Admin Draft, Public Review Draft and Final Supplemental CEQA Analysis	80	20	100	80	40		\$22,800	
Subtotal - A	80	20	100	80	40	\$ -	\$22,800	\$ 68,590
	\$ 17,280	\$ 3,800	\$ 12,100	\$ 9,280	\$ 3,320			
B. Notices & Draft CEQA Public Hearing								
	8		40	20			\$3,600	
Subtotal - B	8	0	40	20	0	\$ -	\$ 3,600	\$ 12,680
	\$ 1,728	\$ -	\$ 4,840	\$ 2,320	\$ -			
C. Prepare Final CEQA Decision Comments								
	20		50	20			\$8,360	
Subtotal - C	20	0	50	20	0	\$ -	\$ 8,360	\$ 21,050
	\$ 4,320	\$ -	\$ 6,050	\$ 2,320	\$ -			
D. Notice & Final CEQA Public Hearing								
	16		32	16			\$3,040	
Subtotal - D	16	0	32	16	0	\$ -	\$ 3,040	\$ 12,224
	\$ 3,456	\$ -	\$ 3,872	\$ 1,856	\$ -			
E. Coordinate with 401 Certificate and Other California Permits								
	16		40	16			\$3,800	
Subtotal - E	16	0	40	16	0	\$ -	\$ 3,800	\$ 13,952
	\$ 3,456	\$ -	\$ 4,840	\$ 1,856	\$ -			
TOTAL - III. CEQA	140	20	282	192	40	0	\$ 41,800	\$ 120,494
	\$ 14,400	\$ 7,600	\$ 12,100	\$ 11,500	\$ 7,100	\$ 0	\$ 41,800	\$ 120,494
Total Hours or Amounts	3,872	172	7,474	3,336	40	\$ 7,100	\$ 41,800	14,894
TOTAL PROJECT COST								\$ 336,282

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GEI CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and GEI Consultants, Inc. a Massachusetts corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services" dated August 26, 2014 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated May 11, 2017. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide project management support for the Bucks creek Project Relicensing, and the Parties now wish to amend the Original Agreement to increase the fee schedule and extend the term of the agreement for one additional year until April 30, 2021.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Fee Schedule" is hereby amended to include the attached fee schedule entitled ("Bucks Creek Hydro Relicensing – GEI/TRC Projected Budget through 4/2020, attached hereto and incorporated by this reference, and to read as follows:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million twenty eight thousand eight hundred forty one dollars (\$1,028,841.00), subject to budget appropriations.

2. AMENDMENT TERMS AND CONDITIONS

That Paragraph 2 of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Paragraph 2 in its entirety and replacing it with the following:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate at the end of the day April 30, 2021.

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

4. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

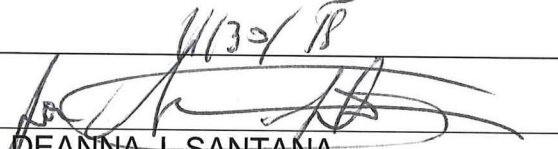
APPROVED AS TO FORM:

Approved as to Form:

Dated:


BRIAN DOYLE

City Attorney


DEANNA J. SANTANA

City Manager

1500 Warburton Avenue

Santa Clara, CA 95050

Telephone: (408) 615-2210

Fax: (408) 241-6771

"CITY"

GEI CONSULTANTS, INC.
a Massachusetts corporation

Dated: August 10, 2018

By (Signature):

Name: GINGER GILLIN

Title: Vice President

Principal Place of 2868 Prospect Park Drive , Suite 400

Business Address: Rancho Cordova, CA 95670

Email Address:

Telephone: (916) 631-4500

Fax: (916) 634-4501

"CONTRACTOR"

Bucks Creek Hydro Relicensing - GEI/TRC Projected Budget Through 4/2020

Prepared by: Jeff Deason/Ginger Gillin

Actual

Projected*

2018													
	January	February*	March*	April*	May*	June*	July*	August*	September*	October*	November*	December*	TOTAL 2018
Anticipated activities	Agency negotiation		Filing of license supplement	Review REA and Reply Comments			FERC EA Preparation, Agency Negotiation				Comment on FERC EIS, prepare NOP and CEQA Supplement		
ILP Management (Tasks A, B, C, D, F)	\$ 8,869	\$ 14,000	\$ 6,000	\$ 6,000	\$ 12,000	\$ 12,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 12,000	\$ 12,000	\$ 106,869
CEQA	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 5,000	\$ 13,000	\$ 13,000	\$ 40,600
Budgeted	\$ 8,869	\$ 15,200	\$ 7,200	\$ 7,200	\$ 13,200	\$ 13,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 11,000	\$ 25,000	\$ 25,000	\$ 147,469

2019													
	January*	February*	March*	April*	May*	June*	July*	August*	September*	October*	November*	December*	TOTAL 2019
Anticipated activities	Review of T&C, finalize draft CEQA supplement			Comment period, public meetings CEQA, review of FERC Final EIS			Final CEQA Supplement, Final EIS		Public Hearing, CSC Decision	Review of Draft 401 Cert, SWB negotiations			
ILP Management (Tasks A, B, C, D, F)	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 10,000	\$ 6,000	\$ 6,000					\$ 52,000
CEQA/401 CERT	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 128,000
Budgeted	\$ 13,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 23,000	\$ 19,000	\$ 19,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 180,000

2020													
	January*	February*	March*	April*	May*	June*	July*	August*	September*	October*	November*	December*	TOTAL 2020
Anticipated activities	Comment on Final 401 Cert, SWB Negotiations												
ILP Management (Tasks A, B, C, D, F)													\$ -
CEQA/401 CERT	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000									\$ 24,000
Budgeted	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000									\$ 24,000

Note: Budget is estimated based on Bucks Relicensing/CEQA Schedule v.11

Numbers may change depending on City decisions through the budget amendment process.

Budget allocation depends on schedule, which grows uncertain for ILP in 2018, particularly the issuance of the Draft EIS.

\$24,000 added to the 2019 projection (Sept., Oct., Nov., Dec.) to review the DRAFT 401 Certification from the State Water Resources Board.

\$24,000 added for the first four months of 2020

	TOTAL
ILP Projections	\$ 158,900
CEQA/ 401 CERT Projections	\$ 192,600
Total Projected Budget 1/2018 to 4/2020	\$ 351,500
Budget Remaining as of 2/9/2018	\$ 213,512
Budget Request 2018- 2020	\$ 138,000