

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Agenda

Friday, November 7, 2025

8:30 AM

Water Resources Agency Finance Committee

*John Baillie
Mark Gonzalez
Mike LeBarre
Matthew Simis*

To participate in this Finance Committee meeting through the following methods:

1. You may attend in person,

2. For ZOOM participation please join by computer audio at:

<https://montereycty.zoom.us/j/92403510520>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push *9 on your keypad.

PLEASE NOTE: IF ALL COMMITTEE MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE FINANCE COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE FINANCE COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at WRAPubliccomment@countyofmonterey.gov by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at WRAPubliccomment@countyofmonterey.gov. In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body

(i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6.If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: WRAPubliccomment@countyofmonterey.gov. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Finance Committee date and agenda number in the subject line.

7.If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at WRAPubliccomment@countyofmonterey.gov. (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

8.Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@countyofmonterey.gov. The request should be made no later than noon on the Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

9.The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Finanzas a través de los siguientes métodos:

1.Puede asistir en persona,

2.El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

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TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

3.Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4.Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a WRAPubliccomment@countyofmonterey.gov. antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha limite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5.Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6.Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: WRAPubliccomment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7.Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a WRAPubliccomment@countyofmonterey.gov (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8.Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@countyofmonterey.gov. La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9.El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

1. Approve the Minutes of the Finance Committee meeting on September 5,2025.

Attachments: [DRAFT Finance Minutes Sept 5 2025](#)

Scheduled Items

2. Consider receiving the Sep 2025 Financials for All Agency Funds.(Staff Presenting:Nora Cervantes)

Attachments: [FY26 2025.09 Financial Report](#)

3. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Maggiora Bros. Drilling, Inc. for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E) to extend the term to December 31, 2027.(Staff Presenting: Amy Woodrow)

Attachments: [Board Report](#)
[D1912532 Executed Amendment No.2](#)
[Agreement For Services Amendment No. 3 Maggiora](#)
[Agreement For Services Amendment No.4 Maggiora](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D) to extend the term to December 31, 2027.(Staff Presenting: Amy Woodrow)

Attachments: [Board Report](#)
[D1912532 Executed Amendment No. 2](#)
[Agreement for Services Amendment No. 3 PCWD](#)
[Agreement for Services Amendment No.4 PCWD](#)

Status Reports

5. Fiscal Year 2024-25 Hydroelectric Revenue Summary.(Staff Presenting: Nora Cervantes)

Attachments: [FY24-25 Hydro Revenue](#)

6. Monterey One Water Resources Agency program Aug 2025 Financial Report. (Staff Presenting: Nan Kim)

Attachments: [August 2025 Expenditures Report](#)

Calendar

7. Set next meeting date and discuss future agenda items.

Adjournment



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-078

November 07, 2025

Introduced: 11/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Approve the Minutes of the Finance Committee meeting on September 5,2025.

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Minutes

Friday, September 5, 2025

8:30 AM

Saffron Room 1441 Schilling Place, Salinas, Ca. 93901

Water Resources Agency Finance Committee

*John Baillie
Mark Gonzalez
Mike LeBarre
Matthew Simis*

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escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: WRAPubliccomment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

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8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@countyofmonterey.gov. La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

The meeting was called to order at 8:31 a.m.

Roll Call

Present: John Baillie, Mark Gonzalez, Matthew Simis
Absent: Mike LeBarre

Public Comment

None

Committee Member Comments

None

Consent Calendar

Upon the Motion by Mark Gonzalez, Second by John Baillie the committee approved the Consent Calendar of the Finance Committee meeting.

Ayes: John Baillie, Mark Gonzalez

Noes: None

Absent: Mike LeBarre

Abstained: Matthew Simis

Committee Member Comments: None

Staff Comments: None

Public Comments: None

1. Approve the Minutes of the Finance Committee meeting on August 1, 2025.

Attachments: [draft Finance Minutes August 1, 2025](#)

Scheduled Items

2. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement. (Presenter: Amy Woodrow)

Attachments: [Board Report](#)

[Grant Agreement Amendment No. 4](#)

[Amendment No. 2](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement.

Ayes: Mark Gonzalez, John Baillie, Matthew Simis

Noes: None

Absent: Mike LeBarre

Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez

Staff Comments: None
Public Comments: None

3. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement. (Presenter: Amy Woodrow)

Attachments: [Board Report](#)
 [Grant Agreement Amendment No.4](#)
 [Amendment No. 2](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee authorized the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement.

Ayes: Mark Gonzalez, John Baillie, Matthew Simis
Noes: None
Absent: Mike LeBarre
Abstained: None

Committee Comments: John Baillie
Staff Comments: None
Public Comments: None

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1. (Presenter: Pete Vannerus)

Attachments: [Board Report](#)
 [Original Agreement](#)
 [Amendment No.1](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez. the committee approved Amendment No. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie
Noes: None
Absent: Mike LeBarre
Abstained: None

Committee Member Comments: John Baillie, Matthew Simis, Mark Gonzales
Staff Comments: Shaunna Murray

Public Comments: Christopher Bunn

5. Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2. (Presenter: Manuel Saavedra)

Attachments: [Board Report](#)
 [Original Agreement for Services](#)
 [Amendment No.1](#)
 [Amendment No. 2](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee approved Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2.

Ayes: Mark Gonzalez, John Baillie, Matthew Simis
Noes: None
Absent: Mike LeBarre
Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez
Staff Comments: None
Public Comments: None

6. Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and authorize the General Manager to execute Agreement. (Presenter: Joey Klein)

Attachments: [Board Report](#)
 [Joint Funding Agreement](#)
 [Draft Funding Table for FY 2025-2026](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee approved the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and authorize the General Manager to execute Agreement.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie
Noes: None
Absent: Mike LeBarre
Abistained: None

Committee Member Comments: John Baillie, Matthew Simis

Staff Comments: Shaunna Murray, Nan Kim
Public Comments: None

7. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1. (Presenter: Pete Vannerus)

Attachments: [Board Report](#)
[Original Agreement](#)
[Amendment No.1](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee approved Amendment No. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie
Noes: None
Absent: Mike LeBarre
Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez
Staff Comments: None
Public Comments: None

8. Consider recommending that the Board of Directors approve Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 for work to be performed related to the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* (Project). (Presenter: Jason Demers)

Attachments: [Board Report](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee approved Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 for work to be performed related to the Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie
Noes: None
Absent: Mike LeBarre
Abstained: None

Committee Member Comments: John Baillie
Staff Comments: None
Public Comments: None

9. Consider receiving the FY2024-25 Financials for All Agency Funds Preliminary Closing. (Presenter: Nan Kim)

Attachments: [WRA FY2024-25 Financial Report](#)
 [WRA Financial FY2024-25 preliminary closing PPT](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee received the FY2024-25 Financials for All Agency Funds Preliminary Closing.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie

Noes: None

Absent: Mike LeBarre

Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez

Staff Comments: Shaunna Murray, Peter Vannerus

Public Comments: None

10. Consider receiving the FY2025-26 Financials for All Agency Funds AP 1. (Presenter: Nan Kim)

Attachments: [WRA FY2025-26 Financial Report AP1](#)
 [WRA Financial FY25-AP1 PPT](#)

Upon the Motion by Matthew Simis, Second by Mark Gonzalez the committee received the FY2025-26 Financials for All Agency Funds AP 1.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie

Noes: None

Absent: Mike LeBarre

Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez

Staff Comments: None

Public Comments: None

Calendar

11. Set next meeting date and discuss future agenda items.

Adjournment

The meeting adjourned at 10:26 a.m.



County of Monterey

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-079

November 07, 2025

Introduced: 11/3/2025

Current Status: Agenda Ready

Version: 1

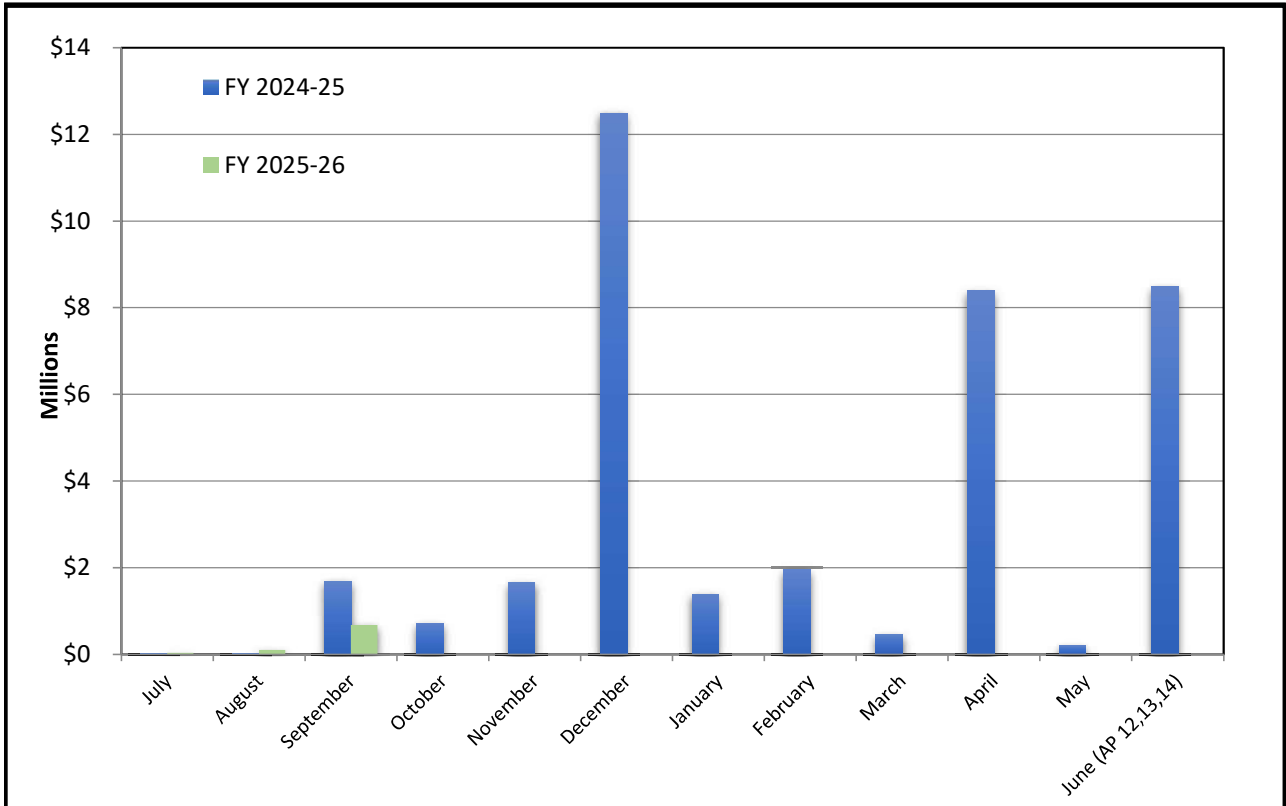
Matter Type: WRA Finance Item

Consider receiving the Sep 2025 Financials for All Agency Funds.(Staff Presenting:Nora Cervantes)

Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

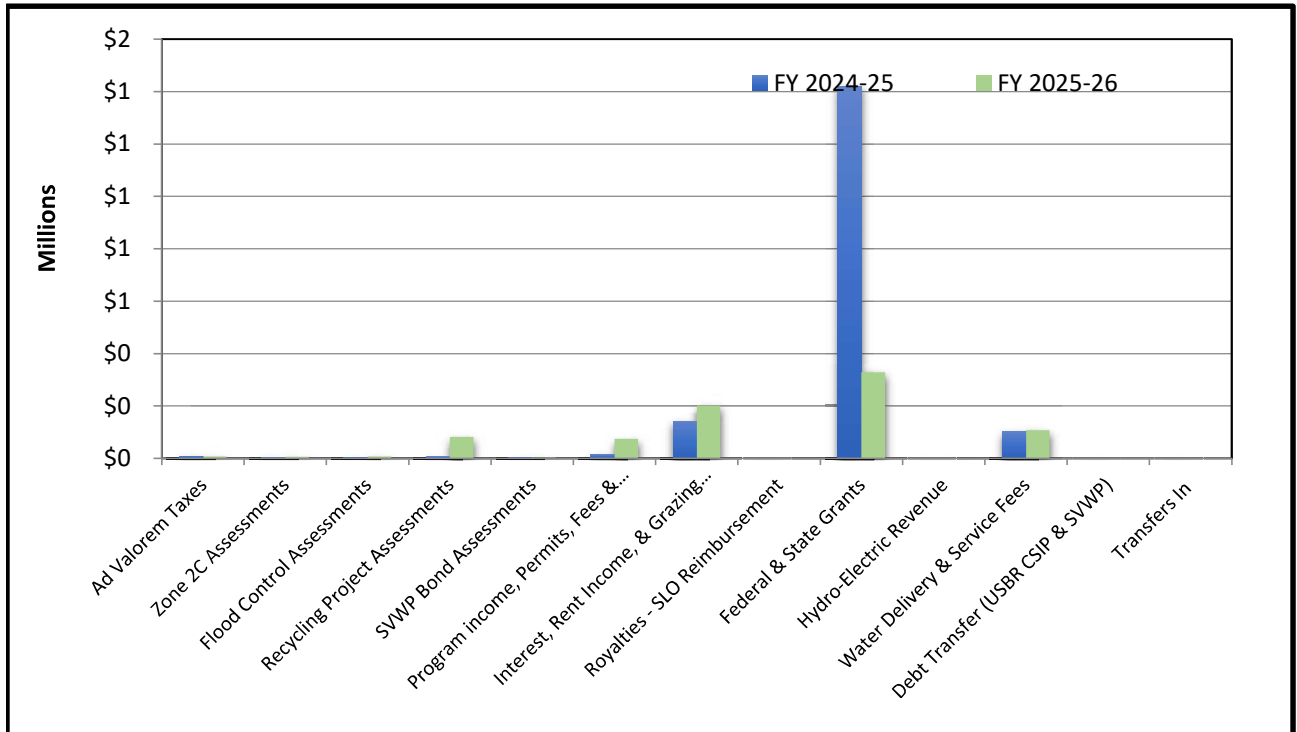
YTD Actual Revenues

Month By Month Revenues				
	FY 2024-25	% Received	FY 2025-26	% Received
July	7,045	0.0%	36,852	0.1%
August	4,028	0.0%	103,344	0.3%
September	1,681,142	4.0%	677,465	1.8%
October	715,871	5.7%	-	
November	1,652,130	9.6%	-	
December	12,483,369	39.2%	-	
January	1,382,720	42.5%	-	
February	1,962,815	47.2%	-	
March	458,368	48.3%	-	
April	8,382,106	68.2%	-	
May	202,616	68.6%	-	
June (AP 12,13,14)	8,481,362	88.8%	-	
YEAR TO DATE ACTUAL:	37,413,571	88.8%	817,661	2.1%
Budgeted Amount	42,154,850		38,435,673	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT
YTD Revenues by Source

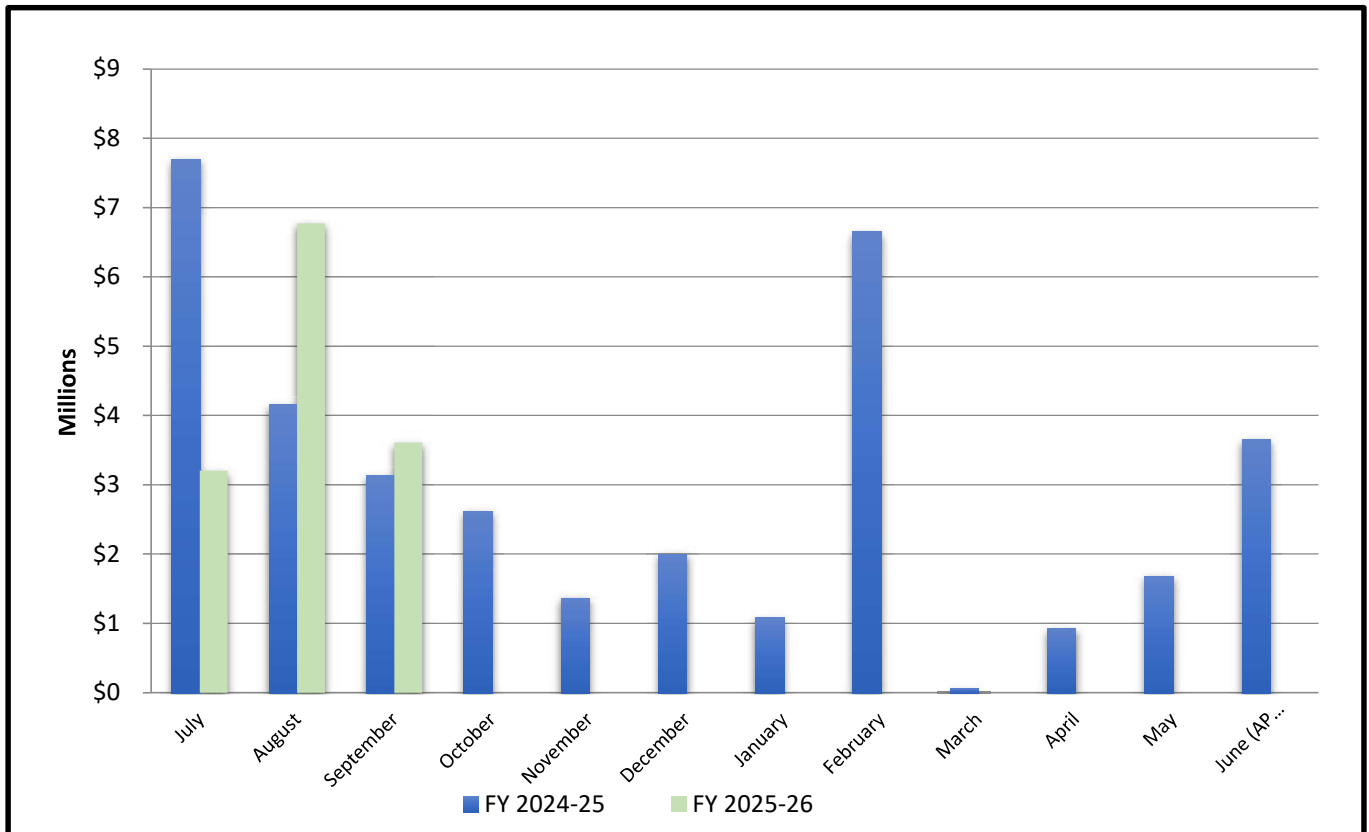
Through Accounting Period 3 - September 30		
	FY 2024-25	FY 2025-26
Ad Valorem Taxes	7,735	6,854
Zone 2C Assessments	4,679	6,406
Flood Control Assessments	2,126	7,509
Recycling Project Assessments	4,875	81,724
SVWP Bond Assessments	1,975	3,444
Program income, Permits, Fees & Other	12,467	73,924
Interest, Rent Income, & Grazing Leases	138,574	201,305
Royalties - SLO Reimbursement	0	0
Federal & State Grants	1,419,560	328,674
Hydro-Electric Revenue	0	589
Water Delivery & Service Fees	100,225	107,231
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	0	0
YEAR TO DATE TOTAL:	1,692,215	817,661



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

YTD Actual Expenditures

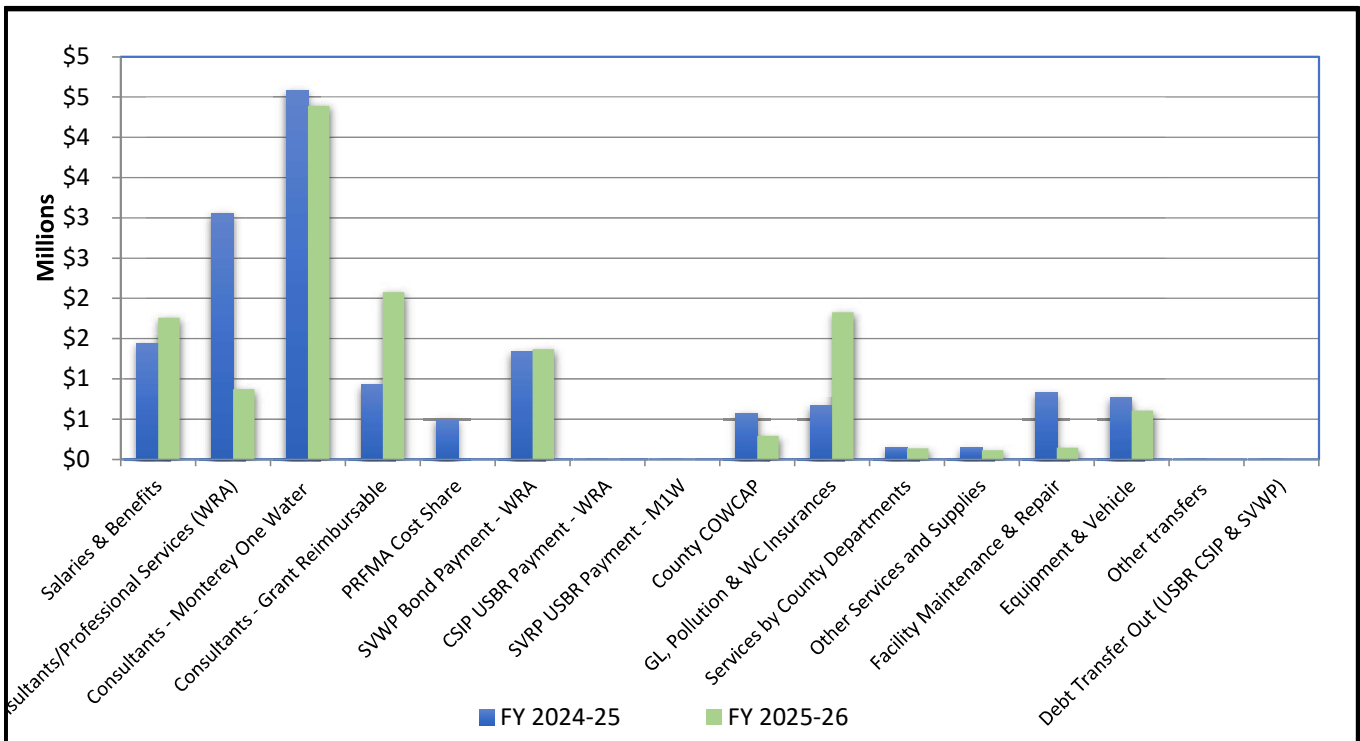
Month By Month Expenditures				
	FY 2024-25	% Expended	FY 2025-26	% Expended
July	7,692,836	15.8%	3,202,490	7.4%
August	4,149,850	24.3%	6,774,328	15.7%
September	3,125,338	30.7%	3,607,164	8.3%
October	2,612,806	36.1%	-	
November	1,364,959	38.9%	-	
December	1,996,632	43.0%	-	
January	1,076,537	45.2%	-	
February	6,650,206	58.8%	-	
March	49,849	58.9%	-	
April	918,854	60.8%	-	
May	1,681,153	64.2%	-	
June (AP 12,13,14)	3,650,742	71.7%	-	
YEAR TO DATE ACTUAL:	34,969,763	71.7%	13,583,982	31.4%
Budgeted Amount	48,759,795		43,205,541	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

YTD Expenditures by Type

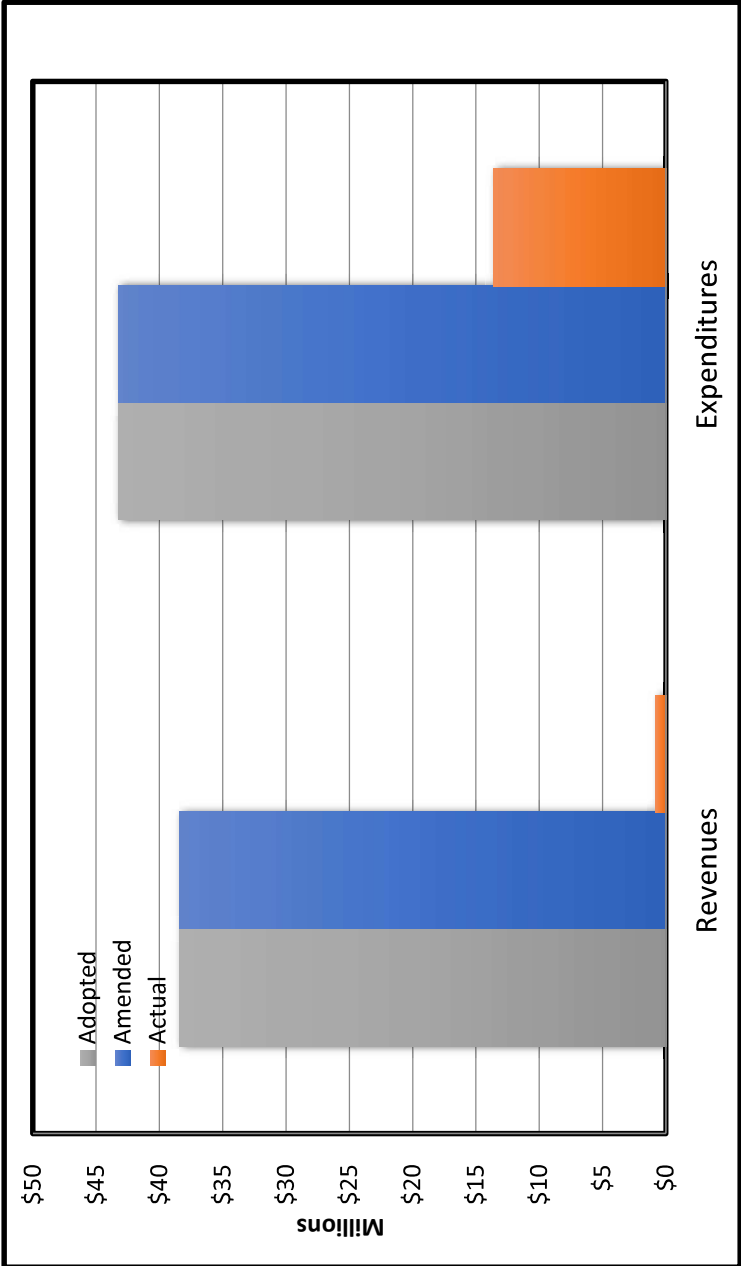
Through Accounting Period 3 - September 30		
	FY 2024-25	FY 2025-26
Salaries & Benefits	1,440,396	1,757,935
Consultants/Professional Services (WRA)	3,051,253	870,445
Consultants - Monterey One Water	4,581,517	4,388,060
Consultants - Grant Reimbursable	922,499	2,074,802
PRFMA Cost Share	491,511	0
SVWP Bond Payment - WRA	1,341,919	1,369,294
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	573,662	292,183
GL, Pollution & WC Insurances	670,550	1,827,461
Services by County Departments	149,778	135,402
Other Services and Supplies	145,285	114,632
Facility Maintenance & Repair	834,035	146,726
Equipment & Vehicle	765,622	607,044
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
YEAR TO DATE TOTAL:	14,968,025	13,583,982



MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT

For Month Ending: September 30, 2025

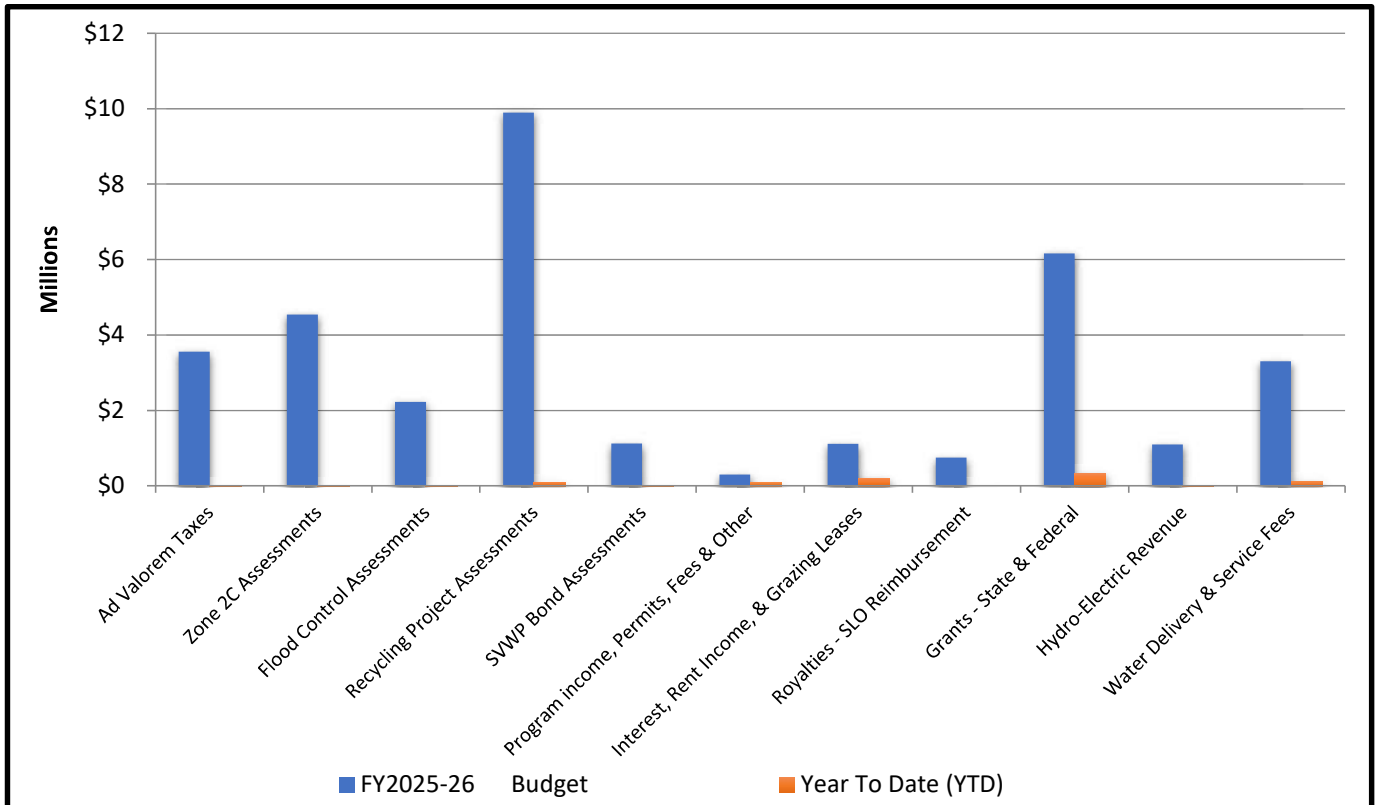
Budget Variance Analysis			
Category	Approved Budget	YTD Actual	
Estimated Beginning Fund Balance	22,918,135	22,918,135	
Revenues	38,435,673	791,378	
Expenditures	43,205,541	13,583,982	
Ending Available Fund Balance	18,148,267	10,125,531	



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

Revenue Variance

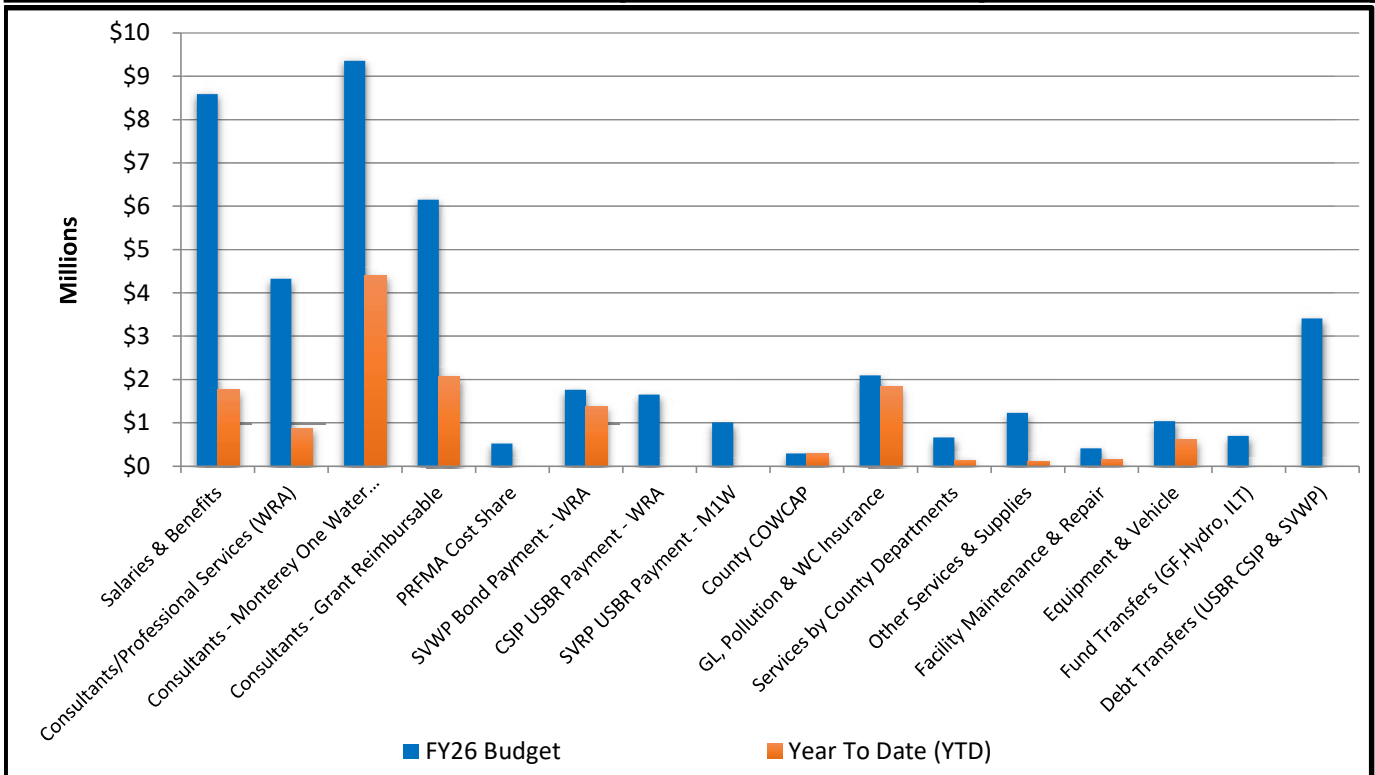
Revenue Variance by Source				
	FY2025-26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,558,675	9.3%	6,854	0.2%
Zone 2C Assessments	4,544,261	11.8%	6,406	0.1%
Flood Control Assessments	2,222,401	5.8%	7,509	0.3%
Recycling Project Assessments	9,894,133	25.7%	81,724	0.8%
SVWP Bond Assessments	1,122,045	2.9%	3,444	0.3%
Program income, Permits, Fees & Other	302,841	0.8%	73,924	24.4%
Interest, Rent Income, & Grazing Leases	1,115,369	2.9%	201,305	18.0%
Royalties - SLO Reimbursement	750,000	2.0%	0	0.0%
Grants - State & Federal	6,161,372	16.0%	328,674	5.3%
Hydro-Electric Revenue	1,100,000	2.9%	589	0.1%
Water Delivery & Service Fees	3,302,362	8.6%	107,231	3.2%
Transfers In (from other Agency Funds)	952,500	2.5%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,409,714	8.9%	0	0.0%
TOTAL:	38,435,673	100.0%	817,661	2.1%



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

Expenditure Variance

Expenditure Variance by Type				
	FY26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Salaries & Benefits	8,591,997	19.9%	1,757,935	20.5%
Consultants/Professional Services (WRA)	4,325,414	10.0%	870,445	20.1%
Consultants - Monterey One Water Contract Fee	9,357,370	21.7%	4,388,060	46.9%
Consultants - Grant Reimbursable	6,150,000	14.2%	2,074,802	33.7%
PRFMA Cost Share	518,544	1.2%	0	0.0%
SVWP Bond Payment - WRA	1,759,714	4.1%	1,369,294	77.8%
CSIP USBR Payment - WRA	1,650,000	3.8%	0	0.0%
SVRP USBR Payment - M1W	1,010,000	2.3%	0	0.0%
County COWCAP	292,183	0.7%	292,183	100.0%
GL, Pollution & WC Insurance	2,091,788	4.8%	1,827,461	87.4%
Services by County Departments	662,585	1.5%	135,402	20.4%
Other Services & Supplies	1,231,676	2.9%	114,632	9.3%
Facility Maintenance & Repair	413,050	1.0%	146,726	35.5%
Equipment & Vehicle	1,041,506	2.4%	607,044	58.3%
Fund Transfers (GF,Hydro, ILT)	700,000	1.6%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,409,714	7.9%	0	0.0%
TOTAL:	43,205,541	100.0%	13,583,982	31.4%



FY 2025-26 WRA Fund Balances

For Month Ending: September 30, 2025
 % Monthly Time Elapsed: 16.67%

Fund	Unit	Fund Name	FY2025-26 BUDGET				YEAR-TO-DATE Actual				Estimated Current Fund Balance	Fund
			Estimated Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received		
111	8267	WRA Administration	4,730,336	5,311,321	4,563,908	4,005,207	947,253	17.8%	137,513	3.0%	3,920,596	111
112	8484	Pajaro Levee	1,372,962	891,499	687,003	1,168,466	26,614	3.0%	38,545	5.6%	1,384,893	112
116	8485	Dam Operations	3,213,403	11,835,605	11,209,013	2,586,811	3,949,958	33.4%	437,891	3.9%	(298,664)	116
121	8486	Soledad Storm Drain	367,964	109,379	112,180	370,765	11,505	10.5%	63	0.1%	356,523	121
122	8487	Reclamation Ditch	1,438,146	2,176,631	1,843,282	1,104,797	620,919	28.5%	7,285	0.4%	824,512	122
124	8488	San Lorenzo Creek	45,408	56,033	49,898	39,273	5,135	9.2%	21	0.0%	40,293	124
127	8489	Moro Cojo Slough	355,787	686,838	365,508	34,457	26,712	3.9%	127	0.0%	329,202	127
130	8490	Hydro-Electric Ops	2,717,995	1,817,087	1,172,726	2,073,634	332,407	18.3%	589	0.1%	2,386,177	130
131	8491	CSIP Operations	1,651,179	6,664,214	6,423,278	1,410,243	2,233,153	33.5%	72,943	1.1%	(509,032)	131
132	8492	SVRP Operations	2,411,061	6,891,960	6,161,150	1,680,251	2,591,810	37.6%	41,111	0.7%	(139,638)	132
134	8493	SRDF Operations	2,200,353	3,233,462	2,432,777	1,399,668	1,427,570	44.1%	53,694	2.2%	826,477	134
303	8267	CSIP Debt Service	770,672	1,650,000	1,650,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,761	1,759,714	1,759,714	1,036,761	1,369,294	77.8%	1,597	0.1%	(330,935)	313
426	8495	Interlake Tunnel	606,108	121,798	5,236	489,546	41,654	34.2%	0	0.0%	564,454	426
TOTAL:			22,918,135	43,205,541	38,435,673	18,170,552	13,583,982	31.4%	791,378	2.1%	10,125,531	



County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-080

November 07, 2025

Introduced: 11/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Maggiora Bros. Drilling, Inc. for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E) to extend the term to December 31, 2027.(Staff Presenting: Amy Woodrow)



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-085

November 07, 2025

Introduced: 11/3/2025

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Maggiora Bros. Drilling, Inc. for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E) to extend the term to December 31, 2027.

RECOMMENDATION:

It is recommended that the Finance Committee:

a. Recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Maggiora Bros. Drilling, Inc. for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E) to extend the term to December 31, 2027.

SUMMARY/DISCUSSION:

Since 2020, the Monterey County Water Resources Agency ("Agency") has been working on the "Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley" project ("Project"), which is partially funded by Proposition 1 - the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through Agreement No. D1912532 with the California State Water Resources Control Board ("Grant Agreement").

The Project purpose is to destroy abandoned or inactive wells to prevent conduits that allow vertical migration of seawater- and nitrate-contaminated groundwater to aquifers with drinking water supply wells in the Salinas Valley Groundwater Basin.

In order to implement the Project, the Agency completed a competitive bidding process in 2021 to retain a well drilling contractor or contractors. This process resulted in the award of contracts to Maggiora Bros. Well Drilling and Pacific Coast Well Drilling, Inc. DBA Precision Hydro for provision of well destruction services. The Agency entered into an Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro on September 15, 2021 ("Agreement for Services").

Since that time, the Agency has amended the Grant Agreement on two occasions to extend the term of the Project. Amendment No. 1 was completed in February 2023, extending the Work Completion Date to March 31, 2024; Amendment No. 2 was completed in April 2024, extending the Work Completion Date to January 31, 2026 (Attachment 1).

As the Grant Agreement was amended, the Agency also amended the Agreement for Services to extend the Substantial Completion Date. Amendment No. 1 was entered into on May 13, 2022; Amendment No. 2 was entered into on January 4, 2023; and Amendment No. 3 was entered into on February 1, 2024 (Attachment 2). Amendment No. 3 to the Agreement for Services has a Substantial Completion Date of December 31, 2025.

The Agency is working on Amendment No. 3 to the Grant Agreement, which would extend the Work Completion Date to January 31, 2028 and is seeking Amendment No. 4 to the Agreement for Services to align with the pending amendment to the Grant Agreement (Attachment 3). If approved, Amendment No. 4 to the Agreement for Services would extend the Substantial Completion Date to December 31, 2027.

STRATEGIC PLAN ALIGNMENT:

The proposed Amendment No. 4 to the Agreement for Services aligns with adopted Strategic Plan Goal C, Strategy 6.

OTHER AGENCY INVOLVEMENT:

State Water Resources Control Board

FINANCING:

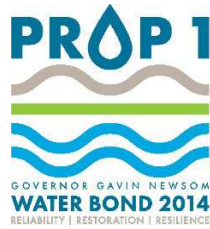
There is no financial impact to the Agency as a result of Amendment No. 4. to the Agreement for Services. Grant funds for the Project are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement for Services in the current fiscal year is \$100,000 in expenditures and \$100,000 in grant revenue.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. D1912532 Executed Amendment 2
2. Agreement for Services Amendment 3 Maggiora
3. Agreement for Services Amendment 4 Maggiora



GROUNDWATER

MONTEREY COUNTY WATER RESOURCES AGENCY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE LOWER SALINAS VALLEY

AGREEMENT NO. SWRCB0000000000D1912532

~~AMENDMENT 1~~ **AMENDMENT 2**

PROJECT FUNDING AMOUNT: \$2,986,943

ELIGIBLE WORK START DATE: OCTOBER 18, 2019

WORK COMPLETION DATE: ~~FEBRUARY 29, 2024~~ **JANUARY 31, 2026**

FINAL REIMBURSEMENT REQUEST DATE: ~~MARCH 31, 2024~~ **MARCH 1, 2026**

RECORDS RETENTION END DATE: ~~FEBRUARY 29, 2060~~ **JANUARY 31, 2062**

X:LCM

This Grant Agreement, executed by the State Water Board on June 18, 2020, is hereby amended as of December 12, 2022, **and subsequently amended on February 16, 2023, is hereby amended**, to decrease the Project Funding Amount and to revise the Work Completion Date, the Final Reimbursement Request Date, the Records Retention End Date ~~body of the agreement~~, and Exhibit A, B, C, and D (deletions shown as stricken and revisions bold and underlined). Except as noted herein, all other terms and conditions shall remain the same.

AGREEMENT

1. AUTHORITY.

The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 79771 of the Water Code, and Resolution No. 2017-0075.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the groundwater implementation project (Project) set forth on the Cover Page and described in Exhibit A of this Agreement from the State Water Board according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (2) The Recipient must deliver to the Division a resolution authorizing the Recipient to enter into this Agreement and identifying its Authorized Representative by title.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Monterey County Water Resources Agency	
Section:	Division of Financial Assistance		
Name:	Diana Conkle, Project Manager	Name:	~~Lew Bauman,~~ Ara Azhderian, Project Director
Address:	1001 I Street, 17 th Floor	Address:	1441 Schilling Place, North Building
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Salinas, CA 93901
Phone:	(916) 341-5660	Phone:	(831) 755-4860
Fax:	(916) 341-5296	Fax:	(831) 424-7935
Email:	Diana.Conkle@waterboards.ca.gov	Email:	~~baumanl@co.monterey.ca.us~~ AzhderianA@co.monterey.ca.us

Direct inquiries to:

State Water Board		Monterey County Water Resources Agency	
Section:	Division of Financial Assistance		
Name:	~~Brittani Evans, Program Analyst~~ Taylor Oravillo, Agreement Analyst	Name:	Amy Woodrow, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	1441 Schilling Place, North Building
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Salina, CA 93901
Phone:	~~(916) 341-5930~~ (916) 322-9603	Phone:	(831) 755-4860
Fax:	(916) 341-5296	Fax:	(831) 424-7935
Email:	~~Brittani.Evans@waterboards.ca.gov~~ Taylor.Oravillo@waterboards.ca.gov	Email:	WoodrowA@co.monterey.ca.us

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"District Office" means District Office of the Division of Drinking Water of the State Water Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure to operate the Project without the Division's approval;
- (d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;

- (e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- (f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- (g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds reimbursements or disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Groundwater Grant Program Funding Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred on or after November 4, 2014. Funds spent on ineligible Project Costs are not Match Funds.

“Material Obligation” means an obligation of the Recipient that is material to this transaction.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 4 of this Agreement.

“Project” means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulation, or guidelines.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

“Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement.

“Recipient” means Monterey County Water Resources Agency.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Reimbursement Period” means the period during which Project Funds may be disbursed.

“Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

6. SIGNATURE.

This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

MONTEREY COUNTY WATER RESOURCES AGENCY:

By: *Ara Azhderian*
Name: Ara Azhderian
Title: General Manager

Date: Mar 7, 2024

STATE WATER RESOURCES CONTROL BOARD:

By: *J. Karkoski*
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: Apr 17, 2024

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is for the benefit of the Recipient. The funding under this Agreement is for the purpose of destroying a minimum of fifty nine (59) abandoned and dormant wells to prevent conduits that are allowing vertical migration of seawater- and nitrate-contaminated groundwater to drinking water supply wells in the Salinas Valley Groundwater Basin.
- (b) The Useful Life of this Project is at least twenty (20) years, which may consist of the length of time the Project must be operated and maintained in order to achieve the environmental outcome(s) identified herein, and the length of time that the environmental outcome of the Project will be sustained after the Project is no longer operated or maintained.
- (c) Scope of Work.

The Recipient agrees to do the following:

1. Project Management

Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

- 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, trainings, and fieldwork or construction activities.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
- 1.4 Conduct periodic and final site visits with the Project Manager and other staff designated by the Division.
- 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.

2. General Compliance Requirements/Project Effectiveness and Performance

- 2.1 Submit Global Positioning System (GPS) information for project site(s) and well location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.

- 2.2 Prepare a Monitoring and Reporting Plan (MRP) and submit to the Technical Advisory Committee (TAC) in Item 4 for comment and the Project Manager for approval. The MRP becomes final upon Project Manager approval. Any changes to the MRP, including sampling methodology and frequency, must be submitted to the TAC for comment and the Project Manager for approval. The MRP shall include the following:
- 2.2.1 A Monitoring Plan (MP) that includes the following sections:
- 2.2.1.1 Purpose: Describe the purpose of the MRP, including conducting a single groundwater monitoring and sampling event to determine current chloride and nitrate concentrations and groundwater elevations and gradients and define the areas impacted by saltwater intrusion within the Project area. Describe the relation of the proposed monitoring activities to any other monitoring activities in the Project area. The results of the groundwater monitoring and sampling event shall be incorporated into the Well Locations Report in Item 5.1.
- 2.2.1.2 Project Area: Provide a map and narrative description of the location of the Project, monitoring wells, and wells proposed for destruction.
- 2.2.1.3 Sampling Plan: Describe the sampling and analytical methods to be used, selection of monitoring locations, frequency of monitoring, and process to make any necessary changes to achieve the purpose of the MRP.
- 2.2.1.4 Field Procedures: Provide a description of field procedures including sample collection methods, equipment decontamination, sample identification and handling, and documentation procedures.
- 2.2.2 A Project Assessment and Evaluation Plan (PAEP) which describes the way the Project performance will be assessed, evaluated, and reported to the Project Manager for approval. The PAEP shall detail the Project's goals, desired outcomes, purpose and objectives, and the methods of measuring and reporting the Project benefits.
- 2.3 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency's (USEPA) QAPP guidance documents (EPA QA/G-5 and EPA QA/R-5). Water quality monitoring data includes physical or chemical monitoring of any groundwater. Submit the QAPP to the Project Manager for approval. Any costs related to monitoring data collected prior to and

not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Project Manager.

2.3.1 Upload the final approved document(s) in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov/>).

2.4 Prepare and upload historical groundwater data, data collected in accordance with the MRP in 2.2, and well destruction reports to the State Water Board's GeoTracker/Groundwater Ambient Monitoring and Assessment (GAMA) system in Electronic Deliverable Format. Locational information shall be submitted using the GEO_XY and GEO_WELL files. Contact the Project Manager to obtain a Global ID prior to collecting samples or destroying wells.

3. Environmental Compliance and Permitting

3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.

3.1.2 Submit the final CEQA document to the Project Manager.

3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation may proceed.

3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights-of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

3.2.1 Obtain a right-of-entry agreement for each property owner prior to construction on each individual property. Submit the right-of-entry agreement template to the Project Manager for State Water Board, Office of Chief Counsel approval, prior to use.

3.2.2 Submit a copy of the applicable executed right-of entry agreement with each Reimbursement Request containing charges for construction work on private property.

4. Technical Advisory Committee

- 4.1 Establish a TAC that includes representatives from the Division, the State Water Board Division of Drinking Water (DDW), the Central Coast Regional Water Quality Control Board, and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA). Submit the final list of TAC members, with their roles, responsibilities, and affiliations, to the Project Manager for approval.
- 4.2 Convene a kickoff meeting to establish TAC goals and objectives, formalize roles, and create a schedule for future meetings. Submit a summary of the kickoff meeting to the Project Manager.
- 4.3 Conduct additional TAC meetings in accordance with the schedule developed in Item 4.2 and submit agendas, meeting minutes, and sign-in sheets for each meeting to the Project Manager.

5. Well Locations Investigation

- 5.1 Prepare a draft Well Locations Report and submit to the TAC for review and the Project Manager for approval. The Well Locations Report shall include maps and figures of the well locations; sampling data, including, but not limited to, data from ongoing groundwater monitoring efforts and one comprehensive monitoring event; chloride and nitrate iso-concentrations; water elevations; well completion logs; and hydrogeologic cross-sections to illustrate drinking water aquifers and drinking water supply wells that would be protected from seawater intrusion and nitrate impacts by destroying inactive wells in the Project area.
- 5.2 Finalize the Well Locations Report and submit to the TAC for review and the Project Manager for approval.

6. Well Destruction Design Plans

- 6.1 Prepare Well Destruction Design Plans in accordance with State and local requirements including, at a minimum:
 - 6.1.1 Drilling procedures including well destruction methods, such as over drilling, mechanical casing perforation, and blast casing perforation.
 - 6.1.2 Procedures to confirm the total well depth that will be destroyed.
 - 6.1.3 Debris removal methods.
 - 6.1.4 Materials required for well destruction.
- 6.2 Submit the Well Destruction Design Plans to the TAC for review and the Project Manager for approval.

- 6.3 Complete the bid documents in accordance with the approved Well Destruction Design Plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.

7. Implementation

- 7.1 Award the well destruction contract and submit the Notice to Proceed and awarded contract for the Project to the Project Manager.
- 7.2 Implement the Project in accordance with the approved Well Destruction Design Plans in Item 6.2, after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 7.3 Submit any proposed changes that arise during implementation that may affect the Project's schedule or costs to the Project Manager for approval.
- 7.4 Submit a Well Destruction Report, including well destruction details and a summary of any changes from the Well Destruction Design Plans in Item 6.2.

8. Public Outreach

- 8.1 Develop outreach materials including flyers, posters, brochures, and advertisements, and update the Recipient's website and associated social media web pages to include Project progress and outcomes. Submit copies of the outreach materials and web links to the Project Manager.
- 8.2 Conduct a minimum of one (1) public workshop to provide information on the purpose of the Project, inviting relevant non-governmental organizations and disadvantaged community representatives. Submit workshop materials, sign-in sheet(s), and photo documentation of the workshop(s) to the Project Manager.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no Project-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 Draft and Final Project Report and Project Summary for Groundwater Projects.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
 - (1) Draft Final Project Report. Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager that shall include the following information, as well as information set forth in the Scope of Work, above:
 - a. Description of the water quality problem the Project sought to address;
 - b. Description of the Project scope, cost, and schedule, with photo documentation;
 - c. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, including an evaluation and summary of relevant water quality data; and
 - d. Summary of lessons learned.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Project Manager. Include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.

- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

A.2.3 Signage.

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



- (b) “Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”
- (c) The Project sign may include another agency’s required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate Project operations.

A.2.5 Final Project Inspection and Certification.

Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Project Manager.

A.3. DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date
 - (2) Work Completion Date
 - (3) Final Reimbursement Request Date
 - (4) Records Retention End Date
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its Final Reimbursement Request to the Division on or before the Final Reimbursement Request Date.

Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4. SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the “Estimated Due Date” column of this table may be adjusted as necessary during the Reimbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted, prior to the Final Reimbursement Request Date set forth in Exhibit B.

As applicable for specific submittals, the Recipient shall plan adequate time to solicit, receive, and address TAC comments prior to submitting the final submittal.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		15 Working Days Prior
1.3	Detailed Project Schedule	Complete	
1.4	Periodic and Final Site Visits		As Needed
1.5	Pre-, During, and Post-construction Photos		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	Global Positioning System (GPS) Information	Complete	
2.2	Monitoring and Reporting Plan		Complete
2.2.2	Project Assessment and Evaluation Plan (PAEP)		Complete
2.3	Quality Assurance Project Plan (QAPP)		Complete
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA Documents		Complete
3.1.2	Final CEQA Documents	~~April 30, 2023~~ <u>Complete</u>	
3.2	List and Signed Copies of Public Agency Approvals, Entitlements, or Permits		Before Field Work Begins
3.2.1	Right-of-Entry Agreement Template		Complete
3.2.2	Executed Right-of-Entry Agreements		Ongoing

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
4.	Technical Advisory Committee (TAC)		
4.1	List of TAC Members, and Their Roles, Responsibilities, and Affiliations		Complete
4.2	TAC Kick-off Meeting Summary		Complete
4.3	TAC Meeting Agenda, Notes, Sign-in Sheets, and Action Items		As Needed
5.	Well Locations Investigation		
5.1	Draft Well Locations Report		Complete
5.2	Final Well Locations Report		Complete
6.	Well Destruction Design Plans		
6.2	Well Destruction Design Plans		Complete
6.3	Advertised Bid Documents and Bid Summary		Complete
7.	Implementation		
7.1	Notice to Proceed and Awarded Bid Contract	Complete	
7.3	Proposed Changes During Implementation		As Needed
7.4	Well Destruction Report	~~December 31, 2023~~ <u>December 31, 2025</u>	
8.	Public Outreach		
8.1	Outreach Materials and Weblinks	Complete	
8.2	Workshop Materials, Sign-in Sheets, and Photo Documentation		As Needed
EXHIBIT A.2.2 REPORTS			
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2 (a)(1)	Draft Final Project Report	~~December 31, 2023~~ <u>December 31, 2025</u>	
A.2.2.2 (a)(2)	Final Project Report	~~January 31, 2024~~ <u>January 31, 2026</u>	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
A.2.2.2 (a)(3)	Final Project Summary	Before Work Completion Date	
A.2.2.3	As Needed Reports		As Needed
EXHIBIT B – FUNDING TERMS			
B.1.7 (b)(6)	Final Reimbursement Request	~~March 31, 2024~~ <u>March 1, 2026</u>	
B.1.7 (d)	Reimbursement Requests	Quarterly	

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is FIVE MILLION FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$5,542,558).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Match Funds.

- (a) The Recipient agrees to provide Match Funds in the amount TWO MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$2,555,615).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.

If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.1.5 Budget Costs.

Budget costs are contained in the Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$240,390	\$56,430	\$296,820
Planning/Design/Engineering/Environmental	\$246,585	\$0	\$246,585
Construction/Implementation	\$2,204,598	\$1,351,712	\$3,556,310
Monitoring/Performance	\$140,050	\$1,147,473	\$1,287,523
Education/Outreach	\$155,320	\$0	\$155,320
TOTAL	\$2,986,943	\$2,555,615	\$5,542,558

* Match is reduced. The Project benefits a disadvantaged community.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes

by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.

- (c) The sum of adjusted line items shall not exceed the total budget amount.
- (d) In the event the Recipient does not submit invoices requesting all of the funds encumbered under this Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Recipient stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (f) The Recipient agrees to ensure that its Final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date. If

the Final Reimbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.

- (g) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support Match Funds as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests shall contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term “from” and “to”;
 - (3) The total amount requested;
 - (4) Documentation of Match Funds used;
 - (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board’s approved procedures, of the Recipient’s Project Director or his/her designee; and
 - (6) The Final Reimbursement Request shall be clearly marked “FINAL REIMBURSEMENT REQUEST” and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board’s approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board’s approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient’s Project Director or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving

Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (i) Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.

- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.
- (n) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Reimbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of the Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement,
- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C; or

- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project or Project Assets except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

C.1. REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of the Agreement by the Recipient.

C.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 No Other Material Debt.

The Recipient has no Material Obligations other than those set forth in Exhibit D.

C.1.10 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) return to the State Water Board any project funds received pursuant to this Agreement;
- (b) pay interest at the highest legal rate on all of the foregoing; and
- (c) pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or

any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any dispute of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or Useful Life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract

related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.

C.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances with thirty (30) days.

C.3.6 Bonding.

Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

The Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws. If the Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. The Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the Useful Life of the Project.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the Useful Life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. The Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.) including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et

seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

- (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:
- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
 - (5) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
 - (7) Work Completion, and actual Project Completion;

- (8) The award of the prime construction contract for the Project; or
- (9) Initiation of construction of the Project.

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its Useful Life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under

this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

C.3.35 Unenforceable Provision; Severability.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any

other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Program Requirements for Proposition 1 Groundwater.

- (a) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Funds shall not be used to acquire land via eminent domain.
- (b) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (c) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (d) Remediation Costs Limited. (Wat. Code, § 79771.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Recipients that have received Project Funds for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities, consistent with 4.1 (d) in exhibit C.
- (e) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (f) Sustainable Groundwater Management Act (SGMA) Compliance. Wat. Code, § 10720-10737.8. To the extent required under SGMA, the Recipient shall comply with the following:
 - (1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
 - (2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject

to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).

- (3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- (g) **Water Quality Compliance.** (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (h) **Water Quality Monitoring.** (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (i) **Wild and Scenic Rivers.** (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

EXHIBIT D – SPECIAL CONDITIONS

- D.1. If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.
- D.2. Prior to the disbursement of any Project Funds under this Agreement, the Recipient shall secure all Match Funds for the Project. The Recipient shall provide the Division with documentation, to the satisfaction of the Division, of the secured Match Funds. Match Funds must be secured no later than August 31, 2020, unless a time extension, demonstrating good cause, is requested by the Recipient and approved by the Project Manager. Notwithstanding an approved time extension, the Division will not disburse any Grant Funds under this Agreement until the Recipient has provided the Division with satisfactory documentation that all Match Funds for the Project has been secured.

D.3. EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

**AMENDMENT NO. 3
TO
AGREEMENT FOR SERVICES BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY AND
MAGGIORA BROS. DRILLING, INC.**

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Maggiora Bros. Drilling, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 15, 2021 (hereinafter, “Agreement”);

WHEREAS, CONTRACTOR entered into Amendment No. 1 with the Agency on March 13, 2022 to amend the Substantial Completion Date to December 31, 2022;

WHEREAS, CONTRACTOR entered into Amendment No. 2 with the Agency on January 4, 2023 to amend the Substantial Completion Date to December 31, 2023;

WHEREAS, the Parties wish to amend the Agreement with a two year extension of time for the Substantial Completion Date to continue providing services identified in the Agreement and amend Attachment A to reflect the current rate schedule.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.3.2 of the Agreement to read as follows:

2.3.2 Substantial Completion Date:
CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at the well sites by December 31, 2025.
2. Amend Attachment 1 of the Agreement with an updated price schedule.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 Maggiora Bros. Drilling, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER
RESOURCES AGENCY

DocuSigned by:
By: Ara Ayhderian
1F182EFB49A2435
General Manager
Date: 2/1/2024 | 12:07 PM PST

Approved as to Form and Legality
Office of the County Counsel

DocuSigned by:
By: Kelly L. Doulon
22D690CA05A940B...
Assistant County Counsel
Date: 1/31/2024 | 12:05 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Auditor-Controller
Date: 1/31/2024 | 1:10 PM PST

DocuSigned by:
By: Ezequiel Vega Rios
7D289943E628402...
Administrative Analyst
Date: 1/31/2024 | 4:57 PM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR:
MAGGIORA BROS DRILLING, INC.

DocuSigned by:
By: Michael Maggiora
6473676957FB48C...
(Signature of Chair, President or Vice President)
Title: Michael Maggiora Secretary
(Print Name and Title)
Date: 1/31/2024 | 12:03 PM PST

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)
Title: _____
(Print Name and Title)
Date: _____

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

January 31, 2024

2024 Amended Price Schedule

Exhibit A – Request for Proposals, Bid Bond Forms, Proposal

Attachment A – Price Schedule

Bid Item	Unit	Unit Price from Contract (9/15/2021)	Contract Adjustment using Unit Price Method (Dec. 2023)
1 – Well Completion Report	Each	\$200.00	\$225.00
2 – Bond	Each	\$1,429.00	No change
3 – Mobilization	Each	\$5,400.00	\$5,700.00
4 – Well pump removal	Each	\$6,000.00	\$6,300.00
5 – Video log	Each	\$2,950.00	\$3,050.00
6 – Cleaning by bailing	Each	\$750.00	\$850.00
7 – Cleaning by airlift	Each	\$4000.00	\$4,500.00
8 – Clean out by drill rig*	LS	Detailed below	No change
9 – Casing perforation	Each	\$10,800.00	\$11,250.00
10 – Grouting **	Each	\$14,000.00	See ** below
11 – Casing/pad removal/disposal	Each	\$6,000.00	\$6,375.00
**25 cu. yds. per site, each additional cubic yard	Cubic yard	\$550	\$595.00
* 8 – Clean out by drill rig			
1 – Mobilization	LS	\$3,500.00	No change
2 – Bit charge per job	Each	\$750.00	No change
3 – Drill rig per day	Day	\$5,700.00	No change
4 – Shaker per day	Day	\$350.00	No change
5 – Back hoe	Day	\$350.00	No change
6 – Fork lift	Day	\$350.00	No change
Bentonite 50 lb bag (10 bag min.)	EA	\$18.00	No change

AMENDMENT No. 2
To the
Agreement between
Monterey County Water Resources Agency and Maggiora Bros. Drilling, Inc.

The undersigned parties hereby agree to amend that certain Agreement between the Monterey County Water Resources Agency (hereinafter "AGENCY") and Maggiora Bros. Drilling, Inc., (hereinafter "CONTRACTOR") executed and effective on September 15, 2021 (hereinafter "Agreement").

Section 2.3.2 of the Agreement is hereby amended to read as follows:

2.3.2. Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by **December 31, 2023.**

All other provisions and terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this Amendment No. 2 as follows:

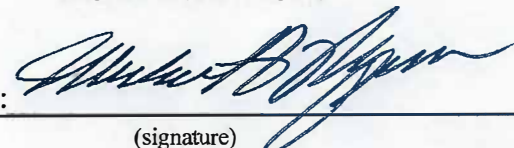
**MONTEREY COUNTY
WATER RESOURCES AGENCY:**

DocuSigned by:

631A724C33274DD...
Lew Bauman, Interim General Manager

Dated: 1/4/2023 | 12:25 PM PST

CONTRACTOR:

By: 
(signature)

Michael F. Maggiora, Corporate Secretary
(print name and title)*

Dated: 12/27/2022

By: 
(signature)

Mark D. Maggiora, Corporate Treasurer
(print name and title)*

Dated: 12/27/2022

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE LOWER SALINAS VALLEY WELL DESTRUCTION PROJECT (GROUPS B AND E), MONTEREY COUNTY, CALIFORNIA

(Amendment No. 2)

* * * * *

Approved as to form:

DocuSigned by:

22D6909CA05A940B...
Assistant County Counsel

Dated: 1/3/2023 | 9:38 AM PST

Approved as to fiscal provisions:

DocuSigned by:

A50152F49AD6476...
Administrative Analyst

Dated: 1/4/2023 | 11:33 AM PST

DocuSigned by:

4E7E657875454AE...
Auditor-Controller

Dated: 1/3/2023 | 4:04 PM PST

AMENDMENT No. 1
Change Order
To the
Agreement between
Monterey County Water Resources Agency and Maggiora Bros. Drilling, Inc.

The undersigned parties hereby agree to amend that certain Agreement between the Monterey County Water Resources Agency (hereinafter "AGENCY") and Maggiora Bros. Drilling, Inc., (hereinafter "CONTRACTOR") executed and effective on September 15, 2021 (hereinafter "Agreement").

Section 2.3.2 of the Agreement is hereby amended to read as follows:

2.3.2. Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by **December 31, 2022.**

All other provisions and terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this Amendment No. 1 as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY:**

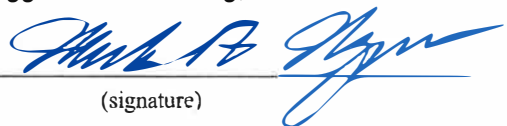


Brent Buche, General Manager

Dated: 3 / 11 / 2022

CONTRACTOR:

Maggiora Bros. Drilling, Inc..

By: 

(signature)

Michael F. Maggiora - Secretary

(print name and title)*

Dated: March 07, 2022

By: _____

(signature)

(print name and title)*

Dated: _____

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

**PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE
LOWER SALINAS VALLEY WELL DESTRUCTION PROJECT
(GROUPS B AND E), MONTEREY COUNTY, CALIFORNIA**

(Amendment No. 1)

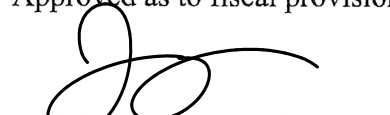
* * * * *

Approved as to form:


Assistant County Counsel

Dated: March 8, 2022

Approved as to fiscal provisions:


Administrative Analyst

Dated: 03/11/2022


Auditor-Controller

Dated: 3/10/22

AGREEMENT

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California

THIS AGREEMENT (hereinafter, the "AGREEMENT"), is made and entered into by and between the MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter, the "AGENCY"), and **Maggiora Bros. Drilling, Inc.** (hereinafter the "CONTRACTOR").

RECITALS:

1. The AGENCY solicited request for proposals for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California; and,
2. CONTRACTOR submitted the lowest responsive and responsible proposal to complete destruction of wells in Groups B and E for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California.

ARTICLE 1: SCOPE OF WORK

- 1.1 The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to perform well destruction work and complete in a good, expeditious, workmanlike, and substantial manner, the project: Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California (hereinafter the "Project").
- 1.2 All work shall be completed in strict conformance with this AGREEMENT, the plans, specifications, and working details set forth in contract documents listed below, incorporated herein by this reference and attached hereto as Exhibits, and to the satisfaction of Agency:
 - Exhibit A: Contract Documents Part 1 – Request for Proposal, Bid Bond Forms, and Proposal.
 - Exhibit B: Contract Documents Part 2 – Technical Specifications and Attachments.
 - Exhibit C: Completed CONTRACTOR's Payment and Performance Bonds.
 - Exhibit D: CONTRACTOR's Certificate(s) of Insurance.
 - Exhibit E: CONTRACTOR's Additional Insured Insurance Policy Endorsements.
- 1.3 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

Permits from other agencies as may be required by law govern over Change Orders,
Change Orders govern over this AGREEMENT,
AGREEMENT governs over Bid Addenda,
Bid Addenda govern over CONTRACTOR's proposal,
CONTRACTOR's proposal governs over Bid Form,
Bid Form governs over Technical Specifications,
Technical Specifications govern over Drawings,
Drawings govern over Referenced Standard Specifications.

With respect to the Drawings, the order of precedence is as follows:

Figures govern over scaled dimensions,
Detail drawings govern over general drawings,
Addenda/change order drawings govern over Contract drawings,
Contract drawings govern over standard drawings.

ARTICLE 2: TIME FOR START AND COMPLETION

2.1 This AGREEMENT commences on the date mentioned on the Notice to Proceed.

2.2 Status Check: Six (6) months after the Notice to Proceed, the AGENCY will perform a Status Check to evaluate the CONTRACTOR's performance.

2.3 Substantial Completion:

2.3.1 Substantial Completion Defined:

Substantial Completion is defined as completion of all work except demobilization and final clean-up, as follows:

Before final acceptance of the WORK, all grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by CONTRACTOR of all rubbish, excess materials, temporary structures, and equipment used in the WORK; and all parts of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by November 18, 2022.

2.4 Final Completion:

2.4.1 Final Completion Defined:

Final Completion is defined as completion of all required work under this AGREEMENT.

2.4.2 Final Completion Date:

CONTRACTOR shall achieve Final Completion within fifteen (15) calendar days after the date of Substantial Completion.

2.5 Weekly Progress Meetings:

CONTRACTOR's project representative shall meet weekly with AGENCY, or AGENCY's designated representative, to report on progress of the work, schedule for upcoming work and coordinate activities between the parties as needed.

2.6 Notices of Completion:

CONTRACTOR shall give reasonable notice to AGENCY as to when Substantial Completion and Final Completion are anticipated and CONTRACTOR and AGENCY shall inspect the work.

AGENCY shall notify CONTRACTOR in writing of any incomplete or deficient work and CONTRACTOR shall complete such work or remedy such deficiencies. AGENCY shall not unreasonably withhold inspection of or certification of Substantial Completion or Final Completion. Upon final Completion, the AGENCY shall file a Notice of Completion with the Monterey County Recorder.

ARTICLE 3: CONTRACT PRICE

- 3.1** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a lump sum basis per completed bid item, except for those items described in Article 3, Section 3.2, in accordance with the terms contained in the "Contractor Bid – 6/28/2021" for well groups B and E attached hereto, up to a total amount of **\$1,992,644**.
- 3.2** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a unit price basis per completed bid item for "Clean out by Drill Rig" and "Grouting" bid items in accordance with the terms contained in the "Contractor Bid – 6/28/2021" for well groups B and E attached hereto. If "Clean out by Drill Rig" is required, CONTRACTOR shall notify and obtain approval from AGENCY in advance of beginning the task. If "Grouting" in excess of the twenty-five (25) cubic yards included in the bid item is required, CONTRACTOR shall be paid for the actual quantity of materials used for the work and such quantities must be supported by field measurements and receipts verified by AGENCY.
- 3.3** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would be given certain wells to destroy that are not in groups B and E and, if the Option is exercised, the work assigned under the Option would be completed at the cost presented in the CONTRACTOR's original proposal. If the AGENCY exercises the Option, the Parties will do so via written Change Order.
- 3.4** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would forego destruction of certain wells in well groups B and E and, if the Option is exercised, the work taken away under the Option would be reduced from the total

AGREEMENT price. If the AGENCY exercises the Option, the Parties will do so via written Change Order.

- 3.5 Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in Article 4 below.
- 3.6 Retention of five percent (5%) of each approved progress payment will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR.
- 3.7 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.
- 3.8 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from AGENCY via written Change Order.

ARTICLE 4: CHANGE ORDERS

- 4.1 **Change Order:** "Change Order" means a written modification of the AGREEMENT between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.
- 4.2 **Change Order Proposal:** "Change Order Proposal" means a CONTRACTOR-generated document in response to a Change Order Request (COR).
- 4.3 **Change Order Request:** "Change Order Request" (COR) means a document which informs the CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.
- 4.4 **Change Orders:** The AGENCY, without invalidating the AGREEMENT, may order changes in the work within the general scope of the AGREEMENT consisting of additions, deletions, or other revisions. The AGREEMENT shall be adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the AGREEMENT documents. The AGREEMENT sum may be changed only by change order.

The amount to be paid to the CONTRACTOR pursuant to the AGREEMENT shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if the CONTRACTOR should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the CONTRACTOR of any claim for an increase in the Contract Sum on account thereof. Upon receipt of a written Change Order, the CONTRACTOR shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the contract sum has not yet been determined. All Changes in the Work shall be performed in accordance with the AGREEMENT.

4.5 Method to Calculate Adjustments in Contract Price:

Determination of the method to be used to calculate adjustments in the AGREEMENT Price shall be at the sole discretion of the AGENCY. The use by the CONTRACTOR of the Total Cost Method (calculating the total sum of expenses incurred on the project, less amounts paid,

marked up by overhead and profit) of pricing changes and claims is expressly prohibited (provided however, the AGENCY may use a “make whole” analysis to determine the reasonableness of the CONTRACTOR’s claim). One of the following methods shall be used:

- A. Unit Price Method;
- B. Firm Fixed Price Method (also known as Lump Sum); or
- C. Time and Materials Method.

4.5.1 Unit Price Method:

1. Whenever AGENCY or its representative authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY’s authorization shall clearly state the:
 - a. Scope of Work to be performed;
 - b. Applicable Unit Price; and
 - c. Not to exceed amount of reimbursement as established by the AGENCY.
2. The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit.
3. CONTRACTOR shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by AGENCY.

4.5.2 Firm Fixed Price Method:

1. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as the total compensation for the performance of changed work.
2. Any adjustments to the AGREEMENT Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit.
3. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Total Fixed Price payment for performing such work.

4.5.3 Time and Materials Method:

1. Whenever the AGENCY authorizes the CONTRACTOR to perform Work on a Time and Materials basis, AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Not to exceed amount of reimbursement as established by the AGENCY.
2. CONTRACTOR shall:
 - a. Cooperate with AGENCY and assist in monitoring the Work being performed;

- b. The CONTRACTOR's and subcontractors' labor hours, materials, and equipment charged to work under the Time and Materials Method shall be substantiated by detailed time cards or logs completed on a daily basis before the close of business each working day. The CONTRACTOR shall initial each time card and/or log at the close of each working day. Records of the CONTRACTOR and subcontractors pertaining to work paid for on a Time and Material method shall be maintained and available for inspection as requested by the AGENCY or its representatives;
 - c. Perform all work in accordance with this provision as efficiently as possible; and
 - d. Not exceed any cost limit(s) without AGENCY's prior written approval.
3. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR's requested price adjustment.

4.6 Unallowable Costs:

No change in the Contract Price shall be allowed to the extent (1) CONTRACTOR's changed cost of performance is due to the fault, acts, or omissions of CONTRACTOR, or anyone for whose acts or omissions CONTRACTOR is responsible; (2) the change is concurrently caused by CONTRACTOR and AGENCY; or (3) the change is caused by an act of *Force Majeure*.

The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to, unallowable costs. Unallowable costs include, but are not limited to: (1) interest or attorney's fees of any type other than those mandated by California statutes; (2) claim preparation or filing costs; (3) the cost of preparing or reviewing Change Proposals or Requests for Change Orders; (4) lost profits, lost income or earnings; (5) rescheduling costs; (6) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work and is not scheduled to be used at the Site; (7) lost earnings or interest on unpaid retention; (8) claims consulting costs; (9) the costs of corporate officers or staff visiting the Site or participating in meetings with the AGENCY; (10) any compensation due to the fluctuation of foreign currency conversions or exchange rates; (11) loss of other business; and (12) any other special, consequential, or incidental damages incurred by the CONTRACTOR or subcontractors.

4.7 Signatures on Change Orders:

A change order shall be in writing and shall be signed by the AGENCY's General Manager, or his or her designee. Except as otherwise provided herein, the change order shall also be signed by the CONTRACTOR in order to be effective, indicating the CONTRACTOR's consent to the changes made.

4.8 Changes Requiring an Increase in Contract Sum:

- 4.8.1 If the AGENCY elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a lump sum proposal shall not be deemed an election by the AGENCY to have the Change in the Work performed on a lump sum basis.
- 4.8.2 If the AGENCY elects to have the Change in the work performed on a unit-cost basis, its election shall be based on a unit price proposal which shall be submitted by the

CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a unit price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a unit price basis.

- 4.8.3 If the AGENCY elects to have the Change in the work performed on a time and material basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by the CONTRACTOR within five (5) workdays of the AGENCY's request, but the AGENCY's request for a time and materials price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a time and materials basis.
- 4.8.4 Nothing herein contained shall preclude the AGENCY from requesting a lump sum proposal, a unit price proposal, and a time and materials price proposal, or any two of those, with respect to the same Change in the Work, in which event, the CONTRACTOR shall submit all proposals requested.
- 4.8.5 Until such time as the AGENCY makes its election under this paragraph, the CONTRACTOR shall submit daily time and material tickets to the AGENCY as required under subparagraph 4.8.3, which shall be subject to authentication as therein provided. At such time as the AGENCY makes its election under this paragraph, an appropriate Change Order will be issued; provided however, that until such time, the AGENCY shall pay to the CONTRACTOR up to the AGENCY's reasonable estimated value of the Change in the Work.

4.9 Changes Requiring a Decrease in Contract Sum:

If the Change in the Work will result in a decrease in the contract sum, the AGENCY may request a quotation by the CONTRACTOR of the amount of such decrease for use in preparing a Change Order. The CONTRACTOR's quotation shall be forwarded to the AGENCY within five (5) days of the AGENCY's request and, if acceptable to the AGENCY, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the work, as determined by the AGENCY in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

4.10 Disputes Regarding Changes:

If any dispute should arise between the parties with respect to an increase or decrease in the AGREEMENT Sum or an expansion or contraction in the contract time as a result of a Change in the Work, the CONTRACTOR shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the AGENCY in writing. The AGENCY shall, however, pay to the CONTRACTOR up to the AGENCY's reasonable estimate of the value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the AGREEMENT Sum; and the AGENCY shall have the right to decrease the AGREEMENT Sum to the AGENCY's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the contract sum.

4.11 Limitations:

Except as expressly provided by this Section, there shall be no change whatsoever in the plans and specifications and in the work. CONTRACTOR shall not vary the work, the AGREEMENT documents, or change, add to or omit any element, component part, or portion of the work without the express written consent of AGENCY's Project Manager contained in an executed change order or field order as herein provided. AGENCY shall not be liable for the cost for any extra work or any substitutions, changes, additions, omissions, or deviations from the plans and specifications unless the same have been authorized by and the cost thereof approved in writing by change order. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension shall be made at the time changes in the work are ordered and such duly adjusted in writing by AGENCY. CONTRACTOR recognizes and acknowledges that timely completion of the work is paramount and that its duty is to proceed with the work in accordance with the AGREEMENT, notwithstanding any request for change in the work, to the extent that proceeding is reasonable and feasible under the circumstances.

ARTICLE 5: WARRANTIES

- 5.1** CONTRACTOR shall warrant the work performed under this AGREEMENT against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of Substantial Completion.
- 5.2** CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the AGENCY, or immediate family of an employee of the AGENCY.
- 5.3** CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.4** CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. Any person in the employ of the CONTRACTOR whom the AGENCY may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on it except with the written consent of the AGENCY.

ARTICLE 6: INDEMNIFICATION

- 6.1** CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses

arise out of the sole negligence or willful misconduct of AGENCY. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

ARTICLE 7: INVOICES AND PURCHASE ORDERS

7.1 Invoice amounts shall be billed directly to the AGENCY, and delivered to:

ATTN: Tamara Voss
 Monterey County Water Resources Agency
 Street Address: 1441 Schilling Place – North Building, Salinas, CA 93901
 Mail Address: P.O. Box 930, Salinas, CA 93902

7.2 CONTRACTOR shall reference the Project Name and contract number on all invoices submitted to AGENCY. CONTRACTOR shall submit such invoices monthly or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed as called for in the Bid Form and such other information pertinent to the invoice. AGENCY shall certify the invoice, either in the requested amount or in such other amount as AGENCY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to AGENCY Auditor-Controller for payment. AGENCY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.3 **Unauthorized Surcharges or Fees:**

Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by AGENCY. Surcharges and additional fees not included in the AGREEMENT must be approved by AGENCY in writing via Change Order.

ARTICLE 8: BOND REQUIREMENTS

The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount one hundred percent (100%) of the contract total price as security for the faithful performance and payment of all CONTRACTOR’s obligations under the AGREEMENT. These Bonds shall remain in effect until the bonded obligations are satisfied in full, provided that if any lawsuit is filed to enforce such obligations the bonds shall remain in effect until said lawsuit is finally resolved and any judgment satisfied, except as otherwise provided by law or regulation.

ARTICLE 9: INSURANCE

9.1 **Evidence of Coverage:**

9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the AGENCY. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by AGENCY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.1.3 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the AGENCY.

9.2 Insurance Coverage Requirements:

9.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

9.2.2 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate.

9.2.3 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

9.2.4 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

9.3 Other Insurance Requirements:

9.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to AGENCY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

9.3.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for

CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

9.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, its officers, agents, and employees as an Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance maintained by the AGENCY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

9.3.4 Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with the AGENCY's contract administrator, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new, or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

9.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by AGENCY, annual certificates to the AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate this AGREEMENT immediately.

ARTICLE 10: OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

10.1 Independent CONTRACTOR:

CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of the AGENCY, nor immediate family of an employee of the AGENCY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage:

CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty percent (50%) of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

ARTICLE 11: SAFETY

11.1 CONTRACTOR's Responsibility for Safety:

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (a) All employees on the work and all other persons who may be affected thereby;
- (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the CONTRACTOR or any subcontractor; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 Compliance with Safety Requirements:

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

11.3 Trench Safety:

For all trenches to be made in connection with the work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. If such plan varies from the shoring system standards, a registered civil or structural engineer shall prepare the plan. The plan shall be reviewed, and must receive approval as adequate to protect worker safety, by the AGENCY or by a registered civil or structural engineer employed by the AGENCY, in advance of excavation. The shoring, sloping, or protective system must be at least as effective as that required by the Construction Safety Orders. (See California Labor Code section 6705.)

11.4 Hazardous Substances:

The term "hazardous substance" means any substance on the list of hazardous substances established by the Director of Industrial Relations pursuant to the California Labor Code Section 6382, which includes asbestos, lead, toxic chemicals, contaminants, any substance designated by the Environmental Protection Agency as a hazardous substance, and other pollutants and contaminants.

11.4.1 If CONTRACTOR encounters on the property any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, i.e., not potentially hazardous to human health, CONTRACTOR shall immediately stop work in the area affected and report the condition to the AGENCY's Project Manager in writing.

11.4.2 Neither the CONTRACTOR nor any subcontractor shall cause or permit any Hazardous Substance to be brought upon the property or used in the work without the prior written consent of the AGENCY. CONTRACTOR and each subcontractor shall comply with all laws regarding the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the property by CONTRACTOR, its subcontractors, and/or their personnel.

11.4.3 Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance in any of Hazardous Substances shall only be performed by the CONTRACTOR or any subcontractor licensed and certified to perform the work. Any hazardous substance abatement or remediation work will be performed in such a way that is legally consistent with the recommendations of the AGENCY, other appropriate governmental agencies, and all applicable laws.

11.4.4 If there is a Hazardous Substance on the property, CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fences, and covered walkways required to protect the health and safety of passersby as required by this Agreement, prudent construction practices, and all applicable laws.

11.5 CONTRACTOR's Safety Monitoring:

The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the AGENCY.

11.6 Unsafe Loading:

The CONTRACTOR shall not load or permit any part of the work to be loaded so as to endanger its safety.

11.7 Emergencies:

In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in Article 4 for changes in the work.

11.8 Accidents:

CONTRACTOR shall promptly report in writing to the AGENCY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or off the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR shall report the accident immediately to the Project Manager by telephone or messenger. CONTRACTOR shall thereafter promptly report the facts in writing to the AGENCY giving full details of the accident.

ARTICLE 12: SUBCONTRACTORS**12.1 No Contractual Relationship between AGENCY and Subcontractors:**

Nothing contained in the AGREEMENT shall create any contractual relation between the AGENCY and any subcontractor.

12.2 Work Performed by Subcontractors; Substitutions:

Subcontracted work shall be performed only by the subcontractors identified in CONTRACTOR's bid documents. Substitution of subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq. Subcontractors are to be registered with the California Division of Industrial Relations.

12.3 Contracts with Subcontractors:

All work performed for the CONTRACTOR by a subcontractor shall be pursuant to a written agreement between the CONTRACTOR and the subcontractor (and where appropriate, between subcontractors and sub-subcontractors). All such agreements shall require performance by the subcontractors in conformity with the terms of this contract, and shall include all the terms of this contract, which are applicable to subcontractors.

12.4 Payments to Subcontractors:

12.4.1 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the AGENCY, any amount equal to the percentage of completion allowed to the CONTRACTOR on account of such subcontractor's work, less the percentage retained from payments to the CONTRACTOR. The CONTRACTOR shall also require each subcontractor to make similar payments to his subcontractors. The AGENCY shall have the right, but not the obligation, to issue payment by joint checks payable to the order of CONTRACTOR and any of its subcontractors.

12.4.2 If the AGENCY fails to issue a certificate for payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular subcontractor, the CONTRACTOR shall pay the subcontractor on demand, made at any time after the certificate for payment should otherwise have been issued, for ITS work to the extent completed, less the retained percentage.

12.4.3 The AGENCY shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law. All monies paid to CONTRACTOR hereunder shall immediately become and constitute a trust fund and shall be applied by CONTRACTOR for the benefit of all persons supplying labor, materials or equipment in connection with the work and shall not be diverted to any other purpose until the claims of such persons have been discharged.

12.5 Information Provided to Subcontractors:

The AGENCY'S Project Manager may, on request and at his or her discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such subcontractors.

12.6 CONTRACTOR's Responsibility for Work of Subcontractors:

CONTRACTOR shall be as fully responsible to AGENCY for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by the subcontractors, as it is for acts and omissions of persons directly employed by it.

ARTICLE 13: LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE AGENCY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE AGENCY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE AGENCY THE SUM OF **TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) PER DAY** FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE AGENCY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 14: RECORDS AND CONFIDENTIALITY

14.1 Confidentiality:

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the AGENCY or prepared in connection with the performance of this AGREEMENT, unless AGENCY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to AGENCY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

14.2 AGENCY Records:

When this AGREEMENT expires or terminates, CONTRACTOR shall return to AGENCY any AGENCY records which CONTRACTOR used or received from AGENCY to perform services under this AGREEMENT.

14.3 Maintenance of Records:

CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and AGENCY rules and regulations related to services performed under this AGREEMENT.

14.4 Access to and Audit of Records:

AGENCY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of AGENCY or as part of any audit of AGENCY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three (3) years after final payment under the AGREEMENT.

ARTICLE 15: CONFLICT OF INTEREST PROHIBITION

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

ARTICLE 16: COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

16.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of Services under this AGREEMENT, with the following exceptions to be procured by the AGENCY:

- Monterey County Health Department Well Destruction Permit pursuant to Monterey County Code Chapter 15.08.

16.2 CONTRACTOR shall report immediately to the AGENCY, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 16.3** All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

ARTICLE 17: EMPLOYMENT PRACTICES

17.1 Non-Discrimination in Employment Practices:

CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.

17.1.1. "Discrimination" Defined:

As used in this AGREEMENT, the term "discrimination" includes but is not limited to the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act or retaliation.

17.1.2. Application of Monterey County Code, Chapter 2.80:

The provisions of Monterey County Code Chapter 2.80, apply to activities conducted pursuant to this AGREEMENT. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the Owner within the meaning of Chapter 2.80, and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR, subcontractor(s), or any of their employees or agents against the Owner may be investigated and resolved using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees, agents and third parties, and shall provide a copy of such procedures to the AGENCY upon demand by the AGENCY.

17.1.3 Compliance with Laws:

During the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including but not limited to the following:

- (a) California Labor Code section 1735;
- (b) California Fair Employment and Housing Act, Government Code sections 12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, sections 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- (c) California Government Code sections 11135 - 11139.5 (Title 2, Div. 3, Part 1, Chap.1, Art. 9.5) and any applicable administrative regulations issued thereunder;

(d) Federal Civil Rights Acts of 1964 and 1991 (see especially Title VII, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(e) The Rehabilitation Act of 1973, sections 503 and 504 (29 USC sections 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(f) Americans With Disabilities Act of 1990 (P.L. 101- 336), as amended, 42 USC sections 12101 et seq., and 47 USC sections 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;

(g) Unruh Civil Rights Act, California Civil Code sections 51 et seq.; and

(h) Monterey County Code Chapter 2.80, as amended and procedures issued pursuant thereto.

18.1.4 Written Assurances:

Upon request by the AGENCY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and/or Executive Order 11246, as may be required by the federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable state or federal regulations.

17.1.5 Written Non-Discrimination Policy:

CONTRACTOR shall maintain a written statement of its non-discrimination policies, which shall be consistent with the terms of this AGREEMENT. Such statement shall be available to the AGENCY, CONTRACTOR's employees, and members of the public, upon request.

17.1.6 Access to Records by Government Agencies:

CONTRACTOR shall permit access by the AGENCY and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state agency providing funds for this AGREEMENT upon reasonable notice at any time during normal business hours, but in no case on less than 24-hour notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

17.1.7 Binding on Subcontractors:

The provisions of Article above shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this AGREEMENT.

17.2 Eight-hour Day, 40-Hour Week:

No work shall be performed by employees of CONTRACTORS in excess of eight (8) hours per day or forty (40) hours during any one week, unless such employees are compensated for all such excess hours at not less than one-and-one-half times the basic rate of pay, as provided in Labor Code section 1815. Holiday work when permitted by law shall also be compensated at not less than one-and-one-half times the basic rate of pay.

17.2.1 Penalties:

Pursuant to California Labor Code Section 1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code sections 1810-1815.

17.2.2 Approvals:

CONTRACTOR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent such compensation is approved in writing by AGENCY Project Manager in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit, unless agreed otherwise by AGENCY.

17.3 Prevailing Wages:

17.3.1 Prevailing Wage Rates Determined:

The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with California Labor Code (sections 1720, et seq.). Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the AGENCY offices located at 1441 Schilling Place, Salinas, California. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

17.3.2 Payment of Prevailing Wage Rates Required:

CONTRACTOR and all subcontractors performing work under this AGREEMENT shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code section 1771.

17.3.3 Penalties:

Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code section 1775.

17.4 Payroll Records:

17.4.1 Compliance with California Labor Code Section 1776:

CONTRACTOR and all subcontractors shall comply with California Labor Code section 1776, the requirements of which are set forth in this article. The CONTRACTOR shall be responsible for compliance with these provisions by his subcontractors.

17.4.2. Accurate Payroll Records Required:

CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.

17.4.3 Certification and Inspection of Payroll Records:

The payroll records enumerated under paragraph 17.4.2 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR or subcontractor on the following basis:

- (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available for inspection, or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR.

17.4.4 Filing of Records:

The CONTRACTOR and each subcontractor shall file a certified copy of the records enumerated in paragraph 17.4.2 with the entity that requested such records within ten (10) days after receipt of a written request.

17.4.5 Elimination of Personal Identification:

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or

furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 USC section 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

17.4.6 Notice to AGENCY Concerning Location of Records:

The CONTRACTOR and each subcontractor shall inform the AGENCY as to the location of the records enumerated under paragraph 17.4.2, including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.

17.4.7 Notice of Non-Compliance; Penalties:

In the event of non-compliance with the requirements of this section, the CONTRACTOR or subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR or subcontractor must comply with this section. Should non-compliance still be evident after such ten (10) day period, the CONTRACTOR or subcontractor shall, as a penalty to the AGENCY, forfeit twenty-five (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

ARTICLE 18: GENERAL TERMS AND CONDITIONS

18.1 Notice:

Notices required under this AGREEMENT shall be in writing and delivered personally or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give AGENCY prompt notice of any change of address. Unless changed according to these notice provisions, notices shall be addressed to:

TO AGENCY:

Attn: Tamara Voss
Monterey County Water Resources
Agency
P.O. Box 930
Salinas, CA 93902
Tel: (831) 755-4860
Fax: (831) 424-7935
Email: vosstl@co.monterey.ca.us

TO CONTRACTOR:

Attn: Michael F. Maggiora
Maggiora Bros. Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

Tel: 831-724-1338
Fax: 831-724-3228
Email: watsonville@maggiorabros.com

"Notice" shall be included in the subject line. Notice by facsimile or electronic mail shall not constitute "Notice" under this section.

18.2 Governing Law:

This Agreement is made under and will in all respects be interpreted, enforced and governed by the laws of the State of California, without regard to that state's conflict of laws principles.

18.3 Amendment:

This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the Parties.

18.4 Non-Waiver:

No course of dealing between or among the Parties shall be deemed to affect, modify, amend or discharge any provision or term of this AGREEMENT. No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall operate as waiver hereof, and so single or partial exercise of any such right or remedy shall preclude other or future exercise thereof. This AGREEMENT is the result of good faith negotiations and compromise.

18.5 Controlling Jurisdiction:

18.5.1 Any dispute that arises under or relates to this AGREEMENT shall be resolved in the Superior Court of California in Monterey County, California.

18.5.2 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

18.5.3 The Parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

18.5.4 Amounts Not Paid Timely. Amounts not paid in a timely manner as required by this Article shall bear interest at seven percent (7%) per annum.

ARTICLE 19: OTHER PROVISIONS

19.1 In order to induce AGENCY to enter into this AGREEMENT, CONTRACTOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this AGREEMENT, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

19.2 CONTRACTOR shall not assign any portion of the AGREEMENT.

19.3 Should any part, term or provision of this AGREEMENT or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void

or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this AGREEMENT and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the AGREEMENT is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the AGREEMENT, that provision is deemed included in that portion).

- 19.4** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed will be kept by CONTRACTOR, as determined by Director of the State of California Department of Industrial Relations and shall be made available to any interested party on request. Pursuant to California Labor Code sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR shall comply with such provisions before commencing the performance of the AGREEMENT.
- 19.7** AGENCY shall have the right to review all phases of CONTRACTOR's plans to perform the work under this AGREEMENT.

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

**MONTEREY COUNTY
WATER RESOURCES AGENCY**



Brent Buche
General Manager

E-signed 9/15/21

Date

CONTRACTOR

NAME: Maggiora Bros. Drilling, Inc.



Signed *

Michael F. Maggiora

Print Name

Secretary

Title
08-25-21

Date



Signed *

Mark D. Maggiora

Print Name

Treasurer

Title

08-25-21

Date

- * If CONTRACTOR is a corporation (including limited liability and non-profit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:



Senior Deputy County Counsel

September 14, 2021

Date

Risk Management

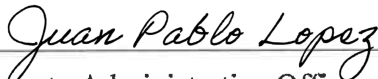
Date



Auditor-Controller's Office

9-14-2021

Date



County Administrative Office

9/14/2021

Date

EXHIBIT A

Request for Proposals, Bid Bond Forms, Proposal

BID BOND

(Public Contract Code sections: 20129, 20929)

WHEREAS the Principal has submitted the accompanying bid dated June 12, 2021, to the Monterey County Water Resources Agency, for the following project: **WELL DESTRUCTION FOR THE PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE LOWER SALINAS VALLEY PROJECT**, and

WHEREAS, Principal, as Bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we Maggiora Bros. Drilling, Inc. as
Principal, and Hudson Insurance Company

are held and firmly bound unto the Monterey County Water Resources Agency in the Penal Sum of _____ as Surety,
Ten Percent of the Amount Bid _____ Dollars
\$ 10%

(\$ 10%), which sum is not less than ten percent (10%) of the base bid amount including all alternates of the Principal submitted to the Monterey County Water Resources Agency for the above described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the Monterey County Water Resources Agency as may be required by said contract documents, and (3) files a performance bond and a payment bond with the Monterey County Water Resources Agency, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the Monterey County Water Resources Agency brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Monterey County Water Resources Agency in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 15th day of June 20 21, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

authority of its governing body.

(Corporate Seal)

Maggiora Bros. Drilling, Inc.

Principal

By: Michael F. Maggiora

Print Name: Michael F. Maggiora

Title: Secretary

(Corporate Seal)

Hudson Insurance Company

Surety

By: Catherine A. Pinney

Print Name: Catherine A. Pinney

Title: Attorney in Fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)On June 15, 2024 before me, Stacy M. Clinton, Notary Public

Date

Here Insert Name and Title of the Officer

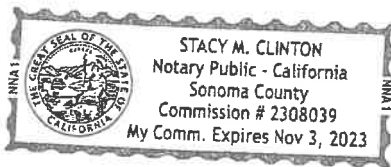
personally appeared Catherine A. Pinney

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 30th day of October, 2017 at New York, New York.



Attest...

Dina Daskalakis
Corporate Secretary

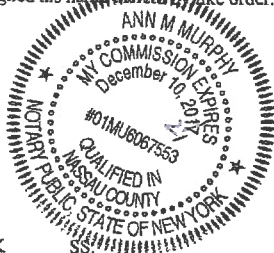
HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 30th day of October, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In witness the hand of the undersigned and the seal of said Corporation this 15th day of June, 2021.



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 1 – Table of Contents

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Signature Page

Addenda

MAGGIORA BROS. DRILLING, INC.

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SECTION 5 – Pricing (Attachment A) & Warranty

Attachment A – Project Pricing
Bid Bond
Warranty Policy
Attachment B – Local Business Declaration Form

SECTION 6 – Exceptions

SECTION 7 – Appendix

Section 5 – Scope of Work Requirements – F. Construction Schedule and Safety Plan

- 1. Construction Schedule – Explanation/example*
- 2. Completion Time*
- 3. Safety Plan*

MAGGIORA BROS. DRILLING, INC.

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June 17, 2021

Monterey County Water Resources Agency
RFP #21-001

Well Destruction for the Protection of Domestic Drinking Water Supplies
for the Lower Salinas Valley Project

Maggiore Bros. Drilling, Inc. is please to submit this proposal to MCWRA for the destruction of 105 Water Wells in the Lower Salinas Valley. All documents, required by Section 8 of the RFP are addressed in the following pages and documents.

Primary Contacts at Maggiore Bros. Drilling Inc. are as follows:

Michael F. Maggiore
831-901-7505 c
831-724-1338 o
watsonville@maggiorabros.com

Mark D. Maggiore
831-901-7507 c
831-724-1338 o
watsonville@maggiorabros.com

Secondary Contacts:

Tom Hicks
925-487-8679 c
831-724-1338 o
tomh.maggiorabros@gmail.com

Jeff Parks
408-612-9724 c
831-724-1338 o
jeffp.maggiorabros@gmail.com

Permitting & Scheduling of Concrete & Concrete Pump operators:

Anthony Balestreri
831-901-9988 c
831-724-1388 o
Anthonyb.maggiorabros@gmail.com

Maggiore Bros. Drilling, Inc. is a California Corporation. The company was established in 1961 and incorporated in 1968, which is a total of 60 years of existence.

Regards,



Michael F. Maggiore
Corporate Secretary

SIGNATURE PAGE

MONTEREY COUNTY WATER RESOURCES AGENCY

RFP #21-001

ISSUE DATE: May 18, 2021

RFP TITLE: Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*PROPOSALS ARE DUE TO THE AGENCY BY
3:00 P.M., LOCAL TIME, ON THURSDAY, JUNE 17, 2021MAILING ADDRESS:
MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG
SALINAS, CA 93901QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Tamara Voss, vosstl@co.monterey.ca.us, (831) 755-8914

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 2 copies):

☒ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREINThis Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Maggiora Bros. Drilling, Inc. Date 06-17-21Signature:  Printed Name: Michael F. MaggioraStreet Address: 595 Airport Blvd.City: Watsonville State: CA Zip: 95076Phone: (831) 724-1338 Fax: (831) 724-3228 Email: watsonville@maggiorabros.comLicense No. (If applicable): 249957License Classification (If applicable): C-57*Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*
Page 45 of 45

C/P rev. 07/29/19 TS

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935

BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

RFP #21-001 ADDENDUM NO. 1

Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

Date: June 2, 2021

Project: RFP #21-001 Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

To: Proposers

Subject: Written questions on the RFP submitted prior to deadline and responses thereto

An original signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.



Company Representative

06-17-21

Date

Question 1: What is the estimated construction budget?

Answer 1: The project budget includes \$5,879,101 for well destruction activities.

Question 2: Are union bids required?

Answer 2: The contractor and all subcontractors performing work shall comply with California Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices.

Question 3: Please provide addresses and Drillers Well Reports for each of the 105 wells by zone.

Answer 3: Many of the well locations are not associated with a specific street address. An interactive map showing the well locations will be added to the project webpage on June 4, 2021. If coupled with the maps and/or site photographs in Exhibit B, this map should assist with further identifying the well locations. Well Completion Reports are available for 94 of the wells and have been posted on the project website at <https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/protection-of-domestic-drinking-water-supplies-in-the-lower-salinas-valley>

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935

BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

RFP #21-001 ADDENDUM NO. 2

Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

Date: June 10, 2021

Project: RFP #21-001 Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

To: Proposers

Subject: Clarifying information to supplement Addendum No. 1

An original signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum No. 2.

Company Representative

06-17-21

Date

The following language and Bid Bond form are being provided to clarify the response that this is a prevailing wage Project.

BID SECURITY: Each bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, or a bid bond for an amount of ten percent (10%) of the total bid amount. Checks or Bid Bonds shall be made payable to the Monterey County Water Resources Agency. Bid Bonds shall be issued by an admitted corporate surety company. The Bid Security shall be held by the owner as a guarantee that the Bidder, if awarded the Contract, will execute the Contract Agreement in good faith and furnish the required payment and performance bonds and required proof of insurance within ten (10) days of the issuance of a letter conditionally awarding the contract. The Bid Security shall be given as a guarantee that, if the Contract is awarded to the Bidder, the Bidder will execute the Contract, provide any required insurance certificates, and provide payment and performance bonds required by the Contract within ten (10) days after the Bidder receives the Notice of Conditional Award letter. After ten (10) days, if the executed Agreement, proper bonds and insurance documents are not submitted by the lowest responsive Bidder, the AGENCY has the right to determine that a bid is non-responsive and contact the second lowest responsive Bidder. Each Bidder hereby agrees that, in case of his refusal or failure to provide the required payment and performance bonds, proof of insurance, or to execute the Contract, if awarded to him, in the time allotted herein, the Bid Security and money represented thereby shall remain the property of the owner as compensation for the damages the owner may suffer by reason of such failure or refusal, not to exceed the amount of the bid security. Any bid not accompanied by a bid security may be rejected. Bid Bonds shall be in the exact form as provided in the Proposal.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 2 – Proposed Scope of Work

MAGGIORA BROS. DRILLING, INC.

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June 17, 2021

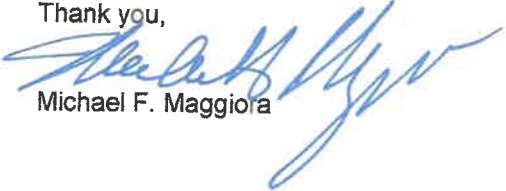
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 8 Contest and Layout – Section 2. Prequalification/Licensing

The following is Maggiora Bros. Drilling, Inc. certification that the Company meets all pre-qualification and licensing requires for the project as set forth in Section 2.4 of the specifications.

If you have any questions, please feel free to contact me at any time.

Thank you,


Michael F. Maggiora

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
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Watsonville, CA 95076

Tel: (831) 724-1338
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SECTION 3 – Project Experience and References ***Key Staff Persons*** ***Experience and References*** ***Violations***

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

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Tel: (800) 728-1480
Fax: (831) 724-3228

Project Manager

Michael F. Maggiora,

Principle Owner and Project Manager at Maggiora Bros. Drilling, Inc.

Education

B.S. Business Administration, San Jose State University

Certifications

Water treatment operator, T2 level, State of California

Water distribution operator, D2 level, State of California

IGSHPA certification no. 24424-0109

Principal owner of Maggiora Bros. Drilling, specializing in the construction water wells and pump systems for municipal clients and the agricultural industry. Maggiora Bros. Drilling operates eight drill rigs and five pump hoist rigs with a wide range of capabilities from offices located in Watsonville, CA and Hollister, CA. Maggiora Bros. Drilling has 70 employees on staff, in a variety of construction trades and administrative positions. Field technicians and construction personnel are members of the Engineering Operators Union Local 3.

Mr. Maggiora has served as a project manager at Maggiora Bros. Drilling since 1987. He is recognized as an industry leader and served as President of the California Groundwater Association from 2013 to 2015.

Project Management experience includes the following water system projects.

- San Jose Water Company, Mann Well Destruction
- City of Stockton, Destruction of Wells 1, 9, 11, & 16, Project No. M18004
- Monterey County Water Resources Agency, 2019 CSOP Well Destruction Project
- Marina Coast Water District, Well 34, 18-inch by 1,085 ft. well and pump system
- Marina Coast Water District, Watkins Gate Well, 18-inch by 660 ft. well and pump system
- Armos Water District, Carpenteria Well 2, 12-inch by 450 ft. well
- San Jose Water Company, Breeding Well 3, 18-inch by 600 ft. well
- City of Greenfield, Greenfield Corporation Yard Well, 18-inch by 600 ft. well
- Pajaro Sunny Valley Community Service District, Avila Road Well, 12-inch by 660 ft. well
- City of Palo Alto, Eleanor Park Well, 18-inch by 440 ft. well
- City of Palo Alto, Library Well, 18-inch by 525 ft. well
- City of Atherton, Holbrook Park Well, 8-inch by 280 ft. well
- Diablo Water District, Stonecreek Well, 16-inch by 300 ft. well
- City of Santa Cruz, Tait Wells, two 14-inch by 200 ft. wells and pump system

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

Key Personnel:

David T. Maggiora

Title: President, Maggiora Bros. Drilling, Inc.

Current Job Position: President, Maggiora Bros. Drilling, Inc.

Employment Status: Employee/owner

Experience: 1961 – Present – President of Maggiora Bros. Drilling, Inc.

Education: High School graduate, Past President of the California Groundwater Association, well construction standards committee California Groundwater Association (ongoing), member National Ground Water Association, member number 199504, expiration date 03/31/22

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

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Corporate Office
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Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

LIST OF REPRESENTATIVE PROJECTS **Partial List – Additional References Available Upon Request**

Name: San Jose Water Company
Location: Cupertino, CA
Owner: San Jose Water Company
Owner Contact: Ryan Yelinek, PE – 408-918-7365
Construction Manager – Michael F. Maggiora – 831-724-1338
Project Description – Mann Well Destruction 12" X 1250' well destruction
Final Cost of Project - \$59,225.00
Completion: 03-09-21

Name: City of Stockton
Location: Stockton, CA
Owner: City of Stockton
Owner Contact: Stephen Kenning – 209-937-8700
Construction Manager – Michael F. Maggiora – 831-724-1338
Project Description – Destruction of Wells 1, 9, 11 & 16, Project No. M18004
Final Cost of Project - \$484,849.00
Completion Date: 01-31-21
Liquidated Damages: None

Name: Monterey County Water Resources Agency
Location: Monterey County, CA
Owner: Various Property Owners
Owner Contact: Manuel Saaverdra – 831-755-4860
Construction Manager – Michael F. Maggiora – 831-724-1338
Project Description 2019 CSIP Well Destruction Project
Final Cost of Project - \$298,892
Completion Date: 09-11-20
Liquidated Damages: None

Name: Pure Water Monterey – Project No. 218106
Location: Seaside, CA
Owner: Pure Water Monterey
Owner Contact: Maureen Hamilton – 831-658-5652
Construction Manager: Michael F. Maggiora – 831-724-1338
Project Description: Reverse Rotary well construction 24" casing X 635 feet, monitoring wells to 700 feet, 500 HP turbine well pumps, and direct rotary 4" monitoring wells to 900 feet.
Final Cost of Project - \$4,116,962.47
Completion Date: 09-01-20
Liquidated Damages: None

MAGGIORA BROS. DRILLING, INC.

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June 17, 2021

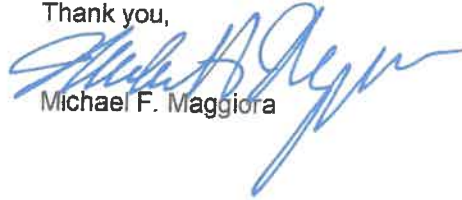
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 8 Contest and Layout – Section 2. Prequalification/Licensing

The following is Maggiora Bros. Drilling, Inc. certification that the Company does not have any violations on record from 2005 to date.

If you have any questions, please feel free to contact me at any time.

Thank you,



Michael F. Maggiora

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
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SECTION 4 – Environmentally Friendly Practices

MAGGIORA BROS. DRILLING, INC.

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Climate-Friendly Purchasing Policy

While Maggiora Bros. Drilling, Inc. strives to protect the environment, this we have not identified product for this project that are consistent with the Institute for Local Government's California Climate Action Network Best Practices Framework. Product to be utilized on this proposed project is concrete.

However, to reduce waste, reuse and recycle, we propose recycling of existing concrete and rebar located in well pedestals.

Maggiora Bros. Drilling, Inc. is not a Green Certified business

MAGGIORA BROS. DRILLING, INC.

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SECTION 5 – Pricing (Attachment A) & Warranty

Attachment A – Project Pricing

Bid Bond

Warranty Policy

Attachment B – Local Business Declaration Form

ATTACHMENT A
Price Schedule

Please include pricing schedule / rate sheet.

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228Contractor Bid - 6/17/2021Monterey County Water Resources AgencyRFP #21-001Well Destruction for the Protection of Domestic Drinking Water Supplies
for the Lower Salinas Valley Project

The following is Maggiora Bros. Drilling, Inc. proposal:

ALL GROUPS: A-E

	<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	105	\$1,109.00	\$116,445.00
2	Bond	Ea	105	\$1,429.00	\$150,045.00
3	Mobilization, etc.	Ea	105	\$5,400.00	\$567,000.00
4	Well pump Removal	Ea	105	\$6,000.00	\$630,000.00
5	Video Log	Ea	105	\$2,950.00	\$309,750.00
6	Cleaning by bailing	Ea	105	\$750.00	\$78,750.00
7	Cleaning by airlift	Ea	105	\$4,000.00	\$420,000.00
8	Clean out by Drill Rig*	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ea	105	\$10,800.00	\$1,134,000.00
10	Grouting**	Ea	105	\$14,000.00	\$1,470,000.00
11	Casing /Pad removal/ disposal	Ea	105	\$6,000.00	\$630,000.00
12	Total Price				\$5,505,990.00

** 25 cu.yds. per site

** Ea. Add. Cu.yd. at \$550 per yd.

8 Clean out by Drill Rig*

1	Mobilization - per well site	Ls	1	\$3,500.00	\$3,500.00
2	Bit charge per job	Ea	1	\$750.00	\$750.00
3	Drill Rig per day	Day	1	\$5,700.00	\$5,700.00
4	Shaker per Day	Day	1	\$350.00	\$350.00
5	Back hoe	Day	1	\$350.00	\$350.00
6	fork lift	Day	1	\$350.00	\$350.00

Total per Day Item 3 to 6**\$6,750.00****Total Min per Job****\$11,180.00**

Bentonite 50lb bag	EA	10	\$18.00	\$180.00
10 bag minimum.				

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

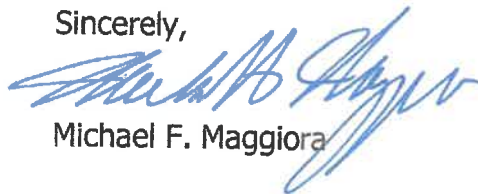
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide entrance/access to all sites (Permission by property owners)
3. County and MBD to work with owners on any equipment to be left on site. Proposal includes off site disposal of any existing pump equipment, however if the property owner wants to retain the equipment our proposal does not include delivery to owner designated location.
4. Pricing is based on current available information. Current pricing is very volatile with vendor's holding prices for very short time frames. If costs increase by 5%; Fuel, concrete, etc. Maggiora Bros. Drilling, Inc. would require a change order to cover such cost increase beyond our control.
5. If, in the course of cleaning out by a drill rig, and the rig hits refusal, the drilling operations will switch to an hourly rate: \$985/hour.
6. Payment terms; Net 30 after receipt of invoice. Billing to be completed by the 25th of the month - per the schedule of values agreed upon by Maggiora Bros. Drilling, Inc. and Monterey County Water Resources Agency.

MBD notes there are two (2) addendum(s).

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,



Michael F. Maggiora

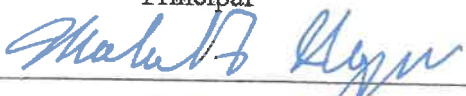
authority of its governing body.

(Corporate Seal)

Maggiora Bros. Drilling, Inc.

Principal

By:



Print Name:

Michael F. Maggiora

Title:

Secretary

(Corporate Seal)

Hudson Insurance Company

Surety

By:



Print Name:

Catherine A. Pinney

Title:

Attorney in Fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

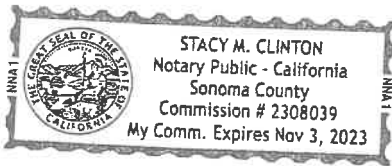
On June 15, 2024 before me, Stacy M. Clinton, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Catherine A. Pinney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Bond Number:

HA10103072

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 30th day of October, 20 17 at New York, New York.



Attest:

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

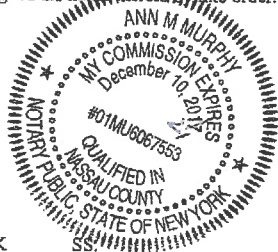
By:

Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 30th day of October, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto in like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Corporation this 15th day of June, 20 21



By:

Dina Daskalakis, Corporate Secretary

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

WARRANTY POLICY

The following shall serve as certification that all materials and labor come with a standard 1 year warranty from the date of acceptance.

Warranty covers material and workmanship defects.

Product abuse and failures due to acts of God, vandalism, or leaks due to earth movement (settling of tanks and pipeline) are not covered under warranty.

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy," adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of "Local Vendor" as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible for, or required to verify, the accuracy of any such certifications and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business that falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference that desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

Select that which is applicable to your business entity (at least one for a business to be considered local):

☒ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as "Area"; and

☐ It employs at least one (1) full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the "Area"; and

☐ Its business has been in existence, in its current name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; or

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "Area" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

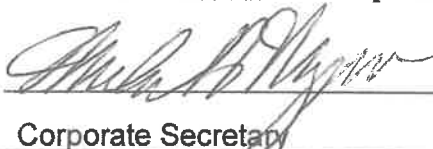
Business Legal Name (and DBA name if any):

Maggiora Bros. Drilling, Inc.

Business Address:

595 Airport Blvd.

City: Watsonville *State:* Ca *Zip Code:* 95076

Signature of Authorized Representative:  *Date:* 6/15/2021

Title of Authorized Representative: Corporate Secretary

Telephone Number: (831) 724-1338 *E-Mail:* watsonville@maggiorabros.com

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

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Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 6 – Exceptions

No Exceptions

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

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SECTION 7 – Appendix

Section 5 – Scope of Work Requirements –

F. Construction Schedule and Safety Plan

- 1. Construction Schedule – Explanation/example***
- 2. Completion Time***
- 3. Safety Plan***

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Section 5 – Scope of Work – F. Construction Schedule and Safety Plan

While it is extremely difficult to provide a construction schedule for a project of this size and nature due to weather, site accessibility, permitting and other items beyond our control, Maggiora Bros. Drilling, Inc. would expect to complete a minimum of 6 well destructions per month. In addition we would also be able to utilize multiple crews which would increase the well destructions to 12 well destructions per month. Below is a guideline as to how Maggiora Bros. Drilling, Inc. would approach this project for timely completion.

Proposed Schedule of Work:

A)

Final Contract executed by Maggiora Bros. and the Monterey County Water Resources Agency.

Finalize Bonding requirements & Proofs of Appropriate Insurance Documents.

Begin process of obtaining Well Destruction Permits from Monterey County Environmental Health Department.

B)

Work with MCWRA personnel to identify which job sites may have extenuating circumstances.

Examples:

- Access issues.
- Power lines or other potential obstructions.
- Sites that may require extended negotiations by the County to obtain access.
- Sites that need to be addressed early in the project.
- Sites that may be difficult to access under winter/rainy season conditions.
- Sites with crops that can only be accessed at certain times.

C)

Once the wells are prioritized, develop a flexible schedule that will allow the Contractor and the County to perform the work of actually destroying targeted wells in a timely manner.

D)

Typical well destructions of this nature would take approximately 5 working days to complete the work. However, there are some well destruction that can be completed in less time and others that may take more time depending on the depth and condition of the well itself.

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

E)

Anticipated Scope of Work (per Well)

- a. Contractor Submittals
- b. Site Mobilization
- c. Removal of existing well pump equipment, if any
- d. Video Survey of well
- e. Removal of debris, cleaning of well (bailing, air lifting or drilling out of debris)
- f. Installation of tremie pipe and blast explosives
- g. Pump grout mixture from bottom to top of well and set off blast perforations
- h. Removal of concrete well pad and top 5 feet of well casing and backfill
- i. Site clean-up and demobilization

F) Subcontractors

1. Newman Well Surveys
2. Tylor McMillian's Well Service, LLC

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

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Fax: (831) 724-3228

June 17, 2021

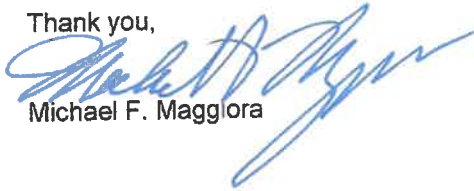
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 5, F. Construction Schedule and Safety Plan, 2. Time of Completion

Maggiore Bros. Drilling, Inc. has 60 employees and over 200 pieces of owned equipment. Our preference is to dedicate multiple crews and equipment so as to complete the project prior to the December 1, 2022 project completion date.

If you have any questions, please feel free to contact me at any time.

Thank you,



Michael F. Maggiora

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228Contractor Bid - 6/28/2021Monterey County Water Resources AgencyRFP #21-001Well Destruction for the Protection of Domestic Drinking Water Supplies
for the Lower Salinas Valley Project

The following is Maggiora Bros. Drilling, Inc. proposal:

ONE GROUP - A

<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1 Well permit	Ea	26	\$1,109.00	\$28,834.00
2 Bond	LS	26	\$1,429.00	\$37,154.00
3 Mobilization/ Bond, etc.	Ls	26	\$5,400.00	\$140,400.00
4 Well pump Removal	Ls	26	\$6,000.00	\$156,000.00
5 Video Log	Ls	26	\$2,950.00	\$76,700.00
6 Cleaning by bailing	Ls	26	\$750.00	\$19,500.00
7 Cleaning by airlift	Ls	26	\$4,000.00	\$104,000.00
8 Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9 Casing perforation	Ls	26	\$10,800.00	\$280,800.00
10 Grouting**	Cy	26	\$14,000.00	\$364,000.00
11 Casing /Pad removal/ disposal	Ls	26	\$6,000.00	\$156,000.00
12 Total Price				\$1,363,388.00

ONE GROUP - B

<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1 Well permit	Ea	29	\$1,109.00	\$32,161.00
2 Bond	LS	29	\$1,429.00	\$41,441.00
3 Mobilization/ Bond, etc.	Ls	29	\$5,400.00	\$156,600.00
4 Well pump Removal	Ls	29	\$6,000.00	\$174,000.00
5 Video Log	Ls	29	\$2,950.00	\$85,550.00
6 Cleaning by bailing	Ls	29	\$750.00	\$21,750.00
7 Cleaning by airlift	Ls	29	\$4,000.00	\$116,000.00
8 Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9 Casing perforation	Ls	29	\$10,800.00	\$313,200.00
10 Grouting**	Cy	29	\$14,000.00	\$406,000.00
11 Casing /Pad removal/ disposal	Ls	29	\$6,000.00	\$174,000.00
12 Total Price				\$1,520,702.00

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

ONE GROUP - C

	<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	29	\$1,109.00	\$32,161.00
2	Bond	LS	29	\$1,429.00	\$41,441.00
3	Mobilization/ Bond, etc.	Ls	29	\$5,400.00	\$156,600.00
4	Well pump Removal	Ls	29	\$6,000.00	\$174,000.00
5	Video Log	Ls	29	\$2,950.00	\$85,550.00
6	Cleaning by bailing	Ls	29	\$750.00	\$21,750.00
7	Cleaning by airlift	Ls	29	\$4,000.00	\$116,000.00
8	Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ls	29	\$10,800.00	\$313,200.00
10	Grouting**	Cy	29	\$14,000.00	\$406,000.00
11	Casing /Pad removal/ disposal	Ls	29	\$6,000.00	\$174,000.00
12	Total Price				\$1,520,702.00

ONE GROUP - D

	<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	12	\$1,109.00	\$13,308.00
2	Bond	LS	12	\$1,429.00	\$17,148.00
3	Mobilization/ Bond, etc.	Ls	12	\$5,400.00	\$64,800.00
4	Well pump Removal	Ls	12	\$6,000.00	\$72,000.00
5	Video Log	Ls	12	\$2,950.00	\$35,400.00
6	Cleaning by bailing	Ls	12	\$750.00	\$9,000.00
7	Cleaning by airlift	Ls	12	\$4,000.00	\$48,000.00
8	Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ls	12	\$10,800.00	\$129,600.00
10	Grouting**	Cy	12	\$14,000.00	\$168,000.00
11	Casing /Pad removal/ disposal	Ls	12	\$6,000.00	\$72,000.00
12	Total Price				\$629,256.00

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 3

ONE GROUP - E

<u>Bid Items:</u>		<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	9	\$1,109.00	\$9,981.00
2	Bond	LS	9	\$1,429.00	\$12,861.00
3	Mobilization/ Bond, etc.	Ls	9	\$5,400.00	\$48,600.00
4	Well pump Removal	Ls	9	\$6,000.00	\$54,000.00
5	Video Log	Ls	9	\$2,950.00	\$26,550.00
6	Cleaning by bailing	Ls	9	\$750.00	\$6,750.00
7	Cleaning by airlift	Ls	9	\$4,000.00	\$36,000.00
8	Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ls	9	\$10,800.00	\$97,200.00
10	Grouting**	Cy	9	\$14,000.00	\$126,000.00
11	Casing /Pad removal/ disposal	Ls	9	\$6,000.00	\$54,000.00
12	Total Price				\$471,942.00

Totals A- E**\$5,505,990.00****7 Clean out by Drill Rig***

1	Mobilization - per well site	Ls	1	\$3,500.00	\$3,500.00
2	Bit charge per job	EA	1	\$750.00	\$750.00
3	Drill Rig per day	Day	1	\$5,700.00	\$5,700.00
4	Shaker per Day	Day	1	\$350.00	\$350.00
5	Back hoe	Day	1	\$350.00	\$350.00
6	fork lift	Day	1	\$350.00	\$350.00

Total per Day Item 3 to 6**\$6,750.00****Total Min per Job****\$11,180.00**

Bentonite 50lb bag	EA	10	\$18.00	\$180.00
10 bag minimum/ total used charged to job.				

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 4

** 25 cu.yds. per site

** Ea. Add. Cu.yd. at \$550 per yd.

Please Note: It is extremely difficult to provide fixed price estimates to drill out debris in wells. The specifications cannot tell us what the debris is composed of, or how many feet of fill needs to be removed by the drilling method. Particularly if there is no information, such as an original well completion report. And even then, the well may be collapsed, or perhaps a pump was dropped at some point in the past. These types of conditions, require a day and hourly rate.

If the County requires Maggiora Bros. Drilling, Inc. to bring in a drill rig on any given well, the pricing schedule listed above would apply, and would be cumulative as a day rate charge. This would be in addition to the Unit rates listed in each group. If the drilling slows to either refusal, or a penetration rate of <6' in two hours, the rate reverts to hourly per Item 5 listed below.

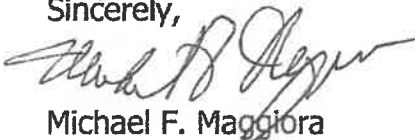
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide access to all sites.
3. County and MBD to work with owners on any equipment to be left on site. If owner wants equipment transported to a different location, that would be at an additional charge to the owner.
4. Pricing is based on current available information. Any costs that go up by 5%; Fuel, concrete, etc. would require a change in contract pricing to reflect this.
5. If, in the course of cleaning out by a drill rig, and the rig hits refusal, the drilling operations will switch to an hourly rate: \$985/hour.
6. Payment terms; Net 30 after receipt of invoice. Billing to be completed by the 25th of the month - per the schedule of values agreed upon by Maggiora Bros. Drilling, Inc. and Monterey County Water Resources Agency.

MBD notes there are two (2) addendum(s).

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,



Michael F. Maggiora



**MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG.
SALINAS, CA 93901
(831) 755-4860**

REQUEST FOR PROPOSALS #21-001

**For
Well Destruction for the *Protection of Domestic Drinking
Water Supplies for the Lower Salinas Valley Project***

Proposals are due by 3:00 pm (PST) on June 17, 2021

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) for the Monterey County Water Resources Agency (AGENCY) to solicit proposals from qualified CONTRACTOR(s) to provide well destruction services for the destruction of one hundred five (105) water wells located within the coastal Salinas Valley, between Castroville, Marina, and Salinas. The proposal should include well pump removal, video logging, well destruction design, permitting, mobilization and demobilization, well borehole cleaning and drilling, casing perforation, well grouting, well casing excavation and removal, and concrete pad and wiring removal.
- 1.2 The one hundred five (105) wells that will be destroyed as part of the project have been divided into five (5) subgroups (Exhibit A). Qualified CONTRACTORS may submit proposals to destroy the wells in one or more of the subgroups defined in Exhibit A. All wells within a defined subgroup shall remain grouped for the purposes of the RFP. Multiple subgroups may be included in a single proposal.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT. AGENCY retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time. CONTRACTORS with relevant experience and qualifications as defined herein are encouraged to submit proposals as requested in the Request for Proposals (RFP).
- 1.4 AGENCY intends to award to multiple CONTRACTORS given the scope of the project and time frame for completion of work.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The wells that will be destroyed for this project are located in Castroville, Marina, and Salinas, CA.
- 2.2 The *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project (Project) is funded in part by a Proposition 1 Implementation Grant from the State Water Resources Control Board and the AGENCY is implementing the Project. The purpose of the Project is to destroy inactive, abandoned, or damaged wells to prevent the wells from acting as conduits for movement of impaired groundwater between aquifers.
- 2.3 A Well Destruction Design plan has been developed as part of the Project, generally describing the requirements for satisfactory well destruction. This RFP will further describe the Project needs and the AGENCY seeks CONTRACTORS who will abide by all local, state, and federal regulations and who are capable of providing all necessary materials and supervision in the course of providing well destruction services.

- 2.4 Proposals will be accepted only from CONTRACTORS with a current State of California C-57 Well Drilling Contractor's License at the time of the submittal. Perforation of well casing using explosives shall be completed by personnel in possession of a valid Blaster's license pursuant to California Labor Code Section 6710. A valid permit for transportation, storage, and use of explosives is required pursuant to California Health and Safety Code section 12101.
- 2.5 Aerial imagery and/or photographs of current conditions at well sites are included as Exhibit B.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	May 18, 2021
3.2	Deadline for Written Questions	3:00 p.m., PST, May 31, 2021
3.3	Proposal Submittal Deadline	3:00 p.m., PST, June 17, 2021
3.4	Estimated Notification of Selection	June 2021
3.5	Estimated AGREEMENT Date	July 2021

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through an AGENCY mailing shall contact the person designated in the AGENCY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing AGENCY of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 MCWRA POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for AGENCY	Tamara Voss Associate Hydrologist 1441 Schilling Place, North Bldg. Salinas, CA 93901 PHONE: (831) 755-8914 FAX: (831) 424-7935 Email: vosstl@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact AGENCY officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 General Requirements

- A. The scope of work for the Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project* (WORK) identifies the technical specifications that CONTRACTOR should consider when submitting a proposal. CONTRACTOR shall furnish all materials, equipment, supplies, permits, transportation, labor, and perform all operations and WORK in accordance with the requirements of the Contract Documents and Monterey County Health Department Well Destruction Permits and regulations.
- B. In general, the WORK includes: removal of existing well pump equipment, video survey of the well, well destruction design, permitting, mobilization and demobilization, well borehole cleaning and drilling, well casing perforation, cement grout emplacement, casing excavation and removal, and removal of concrete pad and wiring.

- C. The WORK consists of destroying 105 wells, however, the WORK has been divided into five (5) groups of wells (Exhibit A). CONTRACTOR may submit a proposal for all of the wells or any combination of the sub-groups. All wells within a defined subgroup shall remain grouped for the purposes of the RFP. Multiple subgroups may be included in a single proposal.
- D. All shop drawings, samples, and items listed under CONTRACTOR SUBMITTALS in the Technical Specifications shall be submitted to the AGENCY for review before the CONTRACTOR mobilizes to the work site.
- E. AGENCY review of CONTRACTOR shop drawings, samples, and items listed under CONTRACTOR SUBMITTALS in the Technical Specifications, Safety Plan, and Construction Schedule shall not relieve the CONTRACTOR of the responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume responsibility for any misfits due to any errors in CONTRACTOR submittals.

F. CONSTRUCTION SCHEDULE AND SAFETY PLAN

- 1. The CONTRACTOR shall include in the proposal a Construction Schedule that contains the following information for each phase of the WORK:
 - a. Sequence of operations.
 - b. Estimated dates of each operation.
 - c. Dates subcontractor(s) are estimated to be on site include name of subcontractor(s).
- 2. Services must be complete by December 1, 2022 and shall be completed within the time allowed by the Monterey County Health Department Environmental Health Bureau's well destruction permit.
- 3. The CONTRACTOR shall submit to the AGENCY a Safety Plan pertaining to the WORK. The Safety Plan is the responsibility of the CONTRACTOR.

G. CONTRACTOR WORK AREA

- 1. The CONTRACTOR shall keep all work activities, materials, and equipment within the CONTRACTOR work area designated by the AGENCY. No work activities, material storage, or equipment staging shall occur in crop areas, whether crop is currently planted or unplanted.
- 2. Overhead electrical power lines are located near some of the work sites. CONTRACTOR shall maintain clearances in accordance with applicable laws and utility company requirements.
- 3. CONTRACTOR shall be responsible for notifying Underground Service Alert (USA) at 800-642-2444, prior to any digging. The CONTRACTOR shall bear all responsibility and cost for determining the location of all utilities found on

WORK site prior to any digging.

4. CONTRACTOR shall be responsible for providing portable sanitation facilities at the job site for CONTRACTOR usage.
5. CONTRACTOR is responsible for providing and maintaining appropriate spill containment supplies on site for potential spills of hazardous materials such as oil or fuel.

H. PROTECTION OF EXISTING FACILITIES AND CROP

1. PG&E owned electrical equipment exists within some work sites and staging areas. The CONTRACTOR shall be responsible for protecting those facilities from damage caused by the WORK. CONTRACTOR shall be responsible for repairing any damage to such facilities caused by CONTRACTOR's personnel or equipment. Privately grown crops exist immediately adjacent some work areas and the CONTRACTOR shall be responsible for reimbursing the grower for any damage to crops, soils or structures caused by CONTRACTOR's personnel, equipment or performance of the work, except that damage caused by detonation of explosives inside the wells in accordance with Technical Specification section 12030 shall not be the responsibility of the CONTRACTOR.

I. DISCHARGE WATER

1. All water resulting from the well destruction WORK must be contained on site. Mud pits are not allowed. The CONTRACTOR shall furnish all necessary piping, pumps, equipment, and appurtenances, and shall make all other necessary provisions for water disposal. Well cuttings can be temporarily stock piled on site during well destruction WORK, and at completion of WORK must be disposed off-site. The CONTRACTOR shall be responsible for properly disposing of all water and well cuttings resulting from the WORK. All water and well cuttings shall be disposed of in conformance with applicable local, state, and federal requirements and standards. Costs of water and well cuttings disposal shall be borne by the CONTRACTOR and no additional payment will be made, therefore.

J. PERMITS AND NOTIFICATIONS

1. The CONTRACTOR shall obtain Well Destruction Permits from the Monterey County Health Department, Environmental Health Bureau (MCHD), and obtain all other required permits necessary to complete the WORK as required by Monterey County Code Chapter 15.08. CONTRACTOR shall pay all related fees for such permits. CONTRACTOR shall comply with and perform all conditions mandated by the MCHD Well Destruction Permits.

CONTRACTOR shall be responsible for notifying all appropriate inspectors

regarding work requiring inspection by a permitting authority. The CONTRACTOR shall notify the Monterey County Health Department, Environmental Health Bureau a minimum of 24 hours prior to mobilization to the work site and provide notification 24 hours prior of any grouting operation.

2. In the event of a discrepancy between documents, CONTRACTOR shall rely primarily upon the issued Well Destruction Permit for each well, followed by the most recent written video log report, then a Well Completion Report.

K. GENERAL WORK SEQUENCE

The CONTRACTOR's general work sequence is estimated below:

- a. Contractor submittals;
- b. Mobilization;
- c. Removal of existing pump or other equipment on well;
- d. Video survey of well;
- e. Cleaning/drilling of well borehole;
- f. Well casing perforation;
- g. Emplacement of grout mix in well;
- h. Excavate and remove top of well casing;
- i. Remove concrete pad and electrical conduit; and,
- j. Clean up and demobilization.

5.2 Well Destruction Design and Permitting

- A. CONTRACTOR shall design well destruction and prepare detailed drawings. Well destruction WORK shall be completed in accordance with local ordinance and California Well Bulletins 74-81 and 74-90. CONTRACTOR shall obtain all necessary well destruction permits.
- B. CONTRACTOR shall submit well destruction design, drawings, and copies of well destruction permits from the MCHD to the AGENCY.

5.3 Mobilization and Demobilization

- A. Mobilization includes CONTRACTOR submittals to the AGENCY that are acceptable, including but not limited to the CONTRACTOR Safety Plan and Construction Schedule, and the assembly and transportation of all necessary tools, equipment, personnel, and materials to and from the site of the WORK to perform all the WORK required by the AGREEMENT.
- B. Clean-up and Demobilization shall be completed before final acceptance of the WORK by the AGENCY. All grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by the CONTRACTOR of all rubbish, excess materials, temporary structures and equipment used in the WORK; and all part of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

5.4 Well Pump Equipment and Removal

- A. CONTRACTOR shall remove any well pump or other equipment attached to the top of the well casing, whose presence on the well would interfere with proper well destruction. Well pumps or equipment that the well owner does not wish to retain shall be disposed of by the CONTRACTOR.

AGENCY will coordinate with well owner to ensure that well pumps or equipment that the well owner wishes to retain are removed by the owner prior to CONTRACTOR mobilization.

5.5 Well Borehole Cleaning and Drilling

- A. CONTRACTOR shall determine the current depth of each well using a weighted graduated steel tape. Wells with a measured current depth that differs by more than 5% from the depth recorded on the Well Completion Report, or wells where the original depth is unknown, shall be video logged.
- i. For purposes of the proposal, CONTRACTOR should assume that the full length of each well with known depth will require video logging (See Exhibit C; 58,860 feet in total) and provide a total assumed cost for video logging plus a price per foot for additional video logging that may be required.
- B. CONTRACTOR shall clean out well casing of all obstruction, bridged, or poorly compacted material to the original well depth. In cases where the original well depth is unknown, the total depth will be based on the depth that is recorded during video logging. Clean out of the casing may be accomplished by bailing, airlifting, or overdrilling.
- i. For purposes of the proposal, CONTRACTOR should assume that each well will require removal of 30 linear feet of debris (3,150 linear feet in total) and provide a total assumed cost for debris removal plus a price per foot for additional debris removal.
- C. Bailing or airlifting shall be attempted first. All obstructions and bridged or poorly compacted materials shall be removed from the well by overdrilling if the other debris removal methods are unsuccessful or where CONTRACTOR deems overdrilling to be more appropriate after consultation with the AGENCY.
- D. CONTRACTOR shall bear all cost and responsibility for providing potable water for well destruction WORK. Potable water can be purchased from the Castroville Community Services District, their telephone number is 831-633-2560.

5.6 Well Casing Perforation – General

- A. CONTRACTOR shall perforate the well casing using a mechanical perforator or shaped charges. The appropriate method will be based on well construction method and current condition of the well.
 - 1. Assumed perforation method is described in Exhibit C.
- B. The intent of perforating the well casing with shaped charges is to facilitate driving cement into the voids to prevent vertical movement between the clay aquitards.
- C. The CONTRACTOR performing the well casing perforation using shaped charges shall be licensed as a Blaster as defined in California Labor Code section 6710.
- D. CONTRACTOR shall submit to the AGENCY the following:
 - a. Copy of a valid State of California Blaster Contractor License.
 - b. Provide drawings and specifications to include the shaped charge setting depths, charge size, charge spacing, expected charge perforation, and the basis for such expected penetration (e.g. test results).
 - c. Contingency Plan for addressing unexploded charges (e.g. redundancy charge lines).
 - d. Safety Plan for storing and handling explosives, detonator cord, and equipment.
- E. Shaped charges shall penetrate the following existing well structures:
 - a. Well casing (diameter, material, and wall thickness will vary by well),
 - b. Gravel feed tube (if present), and
 - c. Penetrate a minimum of ten (10) horizontal inches beyond the well casing into the native formation.
- F. If the casing is perforated using a mechanical knife or similar device, the device shall penetrate the production and conductor casings (diameter, material, and wall thickness will vary by well; known information is available in Exhibit C).

5.7 Perforation Method for Cable Tool Wells

- A. Cable tool wells without a conductor casing that extends across one or more aquitards may be perforated mechanically or using shaped charges.
- B. Cable tool wells with a conductor casing that extends across one or more aquitards must be perforated using shaped charges.
- C. The depth(s) at which the casing perforations will be made shall be determined by the CONTRACTOR in consultation with the AGENCY.

5.8 Perforation Method for Rotary Wells

- A. The casing of wells drilled using a rotary method shall be perforated using shaped charges. The charges shall penetrate the well casing and a minimum of ten horizontal inches beyond the well casing.
- B. If there is evidence of failure of the existing annular seal, or suspected failure of the

existing annular seal, the seal shall be perforated by charges as well.

- C. The depth(s) at which the casing perforations are made shall be determined by the CONTRACTOR in consultation with the AGENCY.

5.9 Well Grouting

- A. CONTRACTOR shall furnish, transport, and install cement-sand ready-mixed (grout mix) in the well to prevent vertical hydraulic movement between the clay aquitards.
- B. The CONTRACTOR shall submit to the AGENCY:
1. Ready-mixed delivery tickets.
 2. Methods and devices for measuring well grout mix volume and grouting pressures.
 3. Grout pump performance curves, manufacturer, model, horsepower, volume output, pumping pressures, hopper volume, pump discharge connection details, and a description of how flow and pressure will be regulated.

C. Grout Mix Design

1. Grout mix shall be furnished to the site as ready-mixed and meet the following:
 - a. If shaped charges are not used, the grout shall be neat cement, consisting of one sack of Type IV Portland cement and no more than six gallons of water.
 - b. If shaped charges are used, the group shall be a 10.5 sack mix with a water and cement ratio of 0.56, and have a slump retention of 6 to 8 inches for ten (10) hours. A grout mix equivalent to Graniterock's ready-mixed #00-3-105 may be accepted (Exhibit D).
2. In cases where shaped charges are used, admixtures shall be added to retard the grout set time to a minimum hold time of ten (10) hours. Admixtures shall conform to requirements of ASTM C494. The required quantity of cement shall be used in the ready-mixed regardless of whether an admixture is used.
3. Water used in grout mix shall be of potable quality, free of deleterious material, compatible with water quality conditions at the site, and suitable for cement mixtures.
4. Delivered ready-mixed is subject to rejection by the AGENCY if grout mix is not in accordance with these specifications. Disposal of grout mix not meeting these specifications shall be the responsibility of the CONTRACTOR at no additional cost to the AGENCY.

5. If other than an equivalent to Graniterock's ready-mixed #00-3-105 is proposed, CONTRACTOR shall mix a trial batch of two (2) cubic feet, or more, of grout with admixture(s) at ambient air temperature. The CONTRACTOR and AGENCY shall witness preparation of trial batch and mutually verify grout pumpability for the required setting time. CONTRACTOR shall notify AGENCY 48 hours prior to trial batch preparation, and AGENCY shall be provided permission and access to witness the trial batch preparation and verify grout pumpability and setting time.

6. CONTRACTOR shall provide the following to the AGENCY:

- a. Permission and access for witnessing the proportioning and mixing of grout at the batch plant.
- b. Written verification of volumes and/or weights of dry cement, pozzolan, sand, and water mixed at the batch plant, certified by the plant operator.

7. Grout Mix Placement

- a. Grout mix shall be installed in the well through a tremie pipe by positive displacement pumping. Grout shall be pumped using positive displacement pumping equipment with a minimum pressure capability of 300 psi. Grout pumping shall include a pressure dial or gauge read-out at the pump outlet. Grout mix shall be placed progressively upward from the bottom of the well up to the surface. Tremie pipe shall always remain submerged a minimum of five (5) feet below the grout level; the tremie pipe should be kept full of grout without air space until grouting operation is completed. Total grout mix volume used to fill well shall at a minimum equal the well borehole volume.
- b. CONTRACTOR shall not introduce wash water or any other fluid or material into the grout emplaced in the well.
- c. In cases where shaped charges will be used, perforate the well casing within eight (8) hours from the time the first mixer truck leaves the batch plant. It is critical that shaped charges be detonated while the grout inside the well is in a liquid state.

5.10 Well Casing Excavation and Removal

- A. CONTRACTOR shall cut off well casing, top off borehole with grout, backfill and compact excavations, clean up debris, and restore the site to pre-mobilization conditions.
- B. Grout type shall consist of materials described in Section 5.9.C.1 Grout Mix Design.
- C. CONTRACTOR shall cut the well casing to a depth of five (5) feet below the ground

surface. CONTRACTOR shall remove and dispose of all removed well casing material off-site in accordance with Local and State regulations.

- D. CONTRACTOR shall emplace grout to top-off the upper portion of the well casing to within five (5) feet from the ground surface and be allowed to spill over the casing to form a concrete cap.
- E. After well has been properly filled with grout, and sufficient time given to allow grout to set, the CONTRACTOR shall backfill and compact all excavations with non-contaminated native soil. No additional new soil is required. CONTRACTOR shall grade ground surface to match surrounding grade using existing soil found at the site. CONTRACTOR shall clean-up construction site of all debris and restore to substantially pre-mobilization conditions.

5.11 Concrete Pad and Wiring Removal

- A. Upon direction of the AGENCY, the CONTRACTOR shall remove concrete pads and all non-functional wiring found within and near the concrete pads. CONTRACTOR shall dispose of all removed material and debris off-site in accordance with Local and State laws and regulations.
- B. CONTRACTOR shall remove concrete well pump base pad and dispose of all removed material off-site in accordance with Local and State regulations.
- C. CONTRACTOR shall remove all wiring found within and near the concrete pads and dispose of all removed material off-site in accordance with Local and State laws and regulations.
- D. CONTRACTOR shall grade well site ground surface to match surrounding grade.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of two years.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that AGENCY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING (ATTACHMENT A) & WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 2.4 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein. Any subcontractors that will be used by CONTRACTOR to execute the work in the proposal shall be identified as well.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 5, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as ATTACHMENT A.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the Agency that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 6, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY WATER RESOURCES AGENCY SOLICITATION #21-001". Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposal packages shall adhere to the following:

Hardcopy and one (1) electronic version of the proposal package:

- 8.2.1 Three (3) sets of the proposal or qualifications package (one original proposal marked "Original" plus two copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #21-001". In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the AGENCY at its discretion.
- 8.2.2 Proposal or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 8.2.3 Reproductions of the Monterey County Water Resources Agency logo shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents “confidential” or “proprietary” and should be prepared to provide legal authority for any such designation upon request.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #21-001 and CONTRACTOR’S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to the Agency at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the Monterey County Water Resources Agency. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the Agency, best serves the overall interest of the Agency.

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Ability of the CONTRACTOR to demonstrate the capacity to fulfill the scope of work in a timely manner	35
Ability of the CONTRACTOR to meet the technical specifications in Section 5.0	25
Ability of the CONTRACTOR to demonstrate experience successfully providing well destruction services	20
Overall cost of the project	15
Local Vendor	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the Agency an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the Agency, best serves the overall interest of the Agency.
- 10.6 The award made from this RFP may be subject to approval by the AGENCY Board of Directors and/or Board of Supervisors.
- 10.7 The AGENCY may utilize references during the selection process.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by AGENCY funds, or funds which the AGENCY expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 "Local CONTRACTOR" Defined - For the purpose of this section, the term "local CONTRACTOR" shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, or Santa Cruz County for not less than the past five (5) consecutive years. For full policy visit: <https://www.co.monterey.ca.us/home/showdocument?id=22313>
- 12.3 Local Preference Policy: The AGENCY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the AGENCY. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:
- 12.3.1 Vendor either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey

County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties: and

- 12.3.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
- 12.3.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the AGENCY; and
- 12.3.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and
- 12.3.5 If applicable, vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.

A firm seeking to be recognized as a Local Vendor for purposes of this procurement shall register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration> and submit the *Local Business Declaration Form* with their proposal. (Attachment B)

- 12.4 Small Local Business Outreach Program: The County has implemented a policy to promote utilization of local businesses which are small or minority-owned, such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, and Disabled Veteran Business Enterprises. A “small business” as defined by Government Code section 14837(d)(1) means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. The County offers online Self-Certification specifically for these types of businesses to formulate partnerships which create an environment of inclusion in County procurement and contracting.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the Agency, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the Agency.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

- (ii) Automobile Insurance Threshold:

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

in blue ink. All proposed modifications are subject to AGENCY approval.

- (iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to the AGENCY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required

endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

13.4.4 Prior to the execution of an AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with AGENCY's contract administrator showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by AGENCY, annual certificates to AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate an AGREEMENT immediately.

14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: The AGENCY does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors/Board of Directors: The award(s) made from this solicitation may be subject to approval by the AGENCY Board of Supervisors and/or Board of Directors.
- 14.3 Interview: AGENCY reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: AGENCY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 14.6 In AGENCY's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of AGENCY, best serves the overall interest of AGENCY.

15.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(S) selected through the solicitation process will be expected to execute a formal AGREEMENT with the AGENCY for the provision of the requested service. The AGREEMENT shall be written by the AGENCY in a standard format approved by AGENCY Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. The AGENCY may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

16.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

17.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the AGENCY when received by the AGENCY **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”, in conformity with the specific requirements set forth in section 8.3, above. The AGENCY will not disclose proprietary information to the public, unless required by law; however, the AGENCY cannot guarantee that such information will be held confidential. **As a California government entity, the AGENCY is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** The AGENCY will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

SAMPLE AGREEMENT SECTION

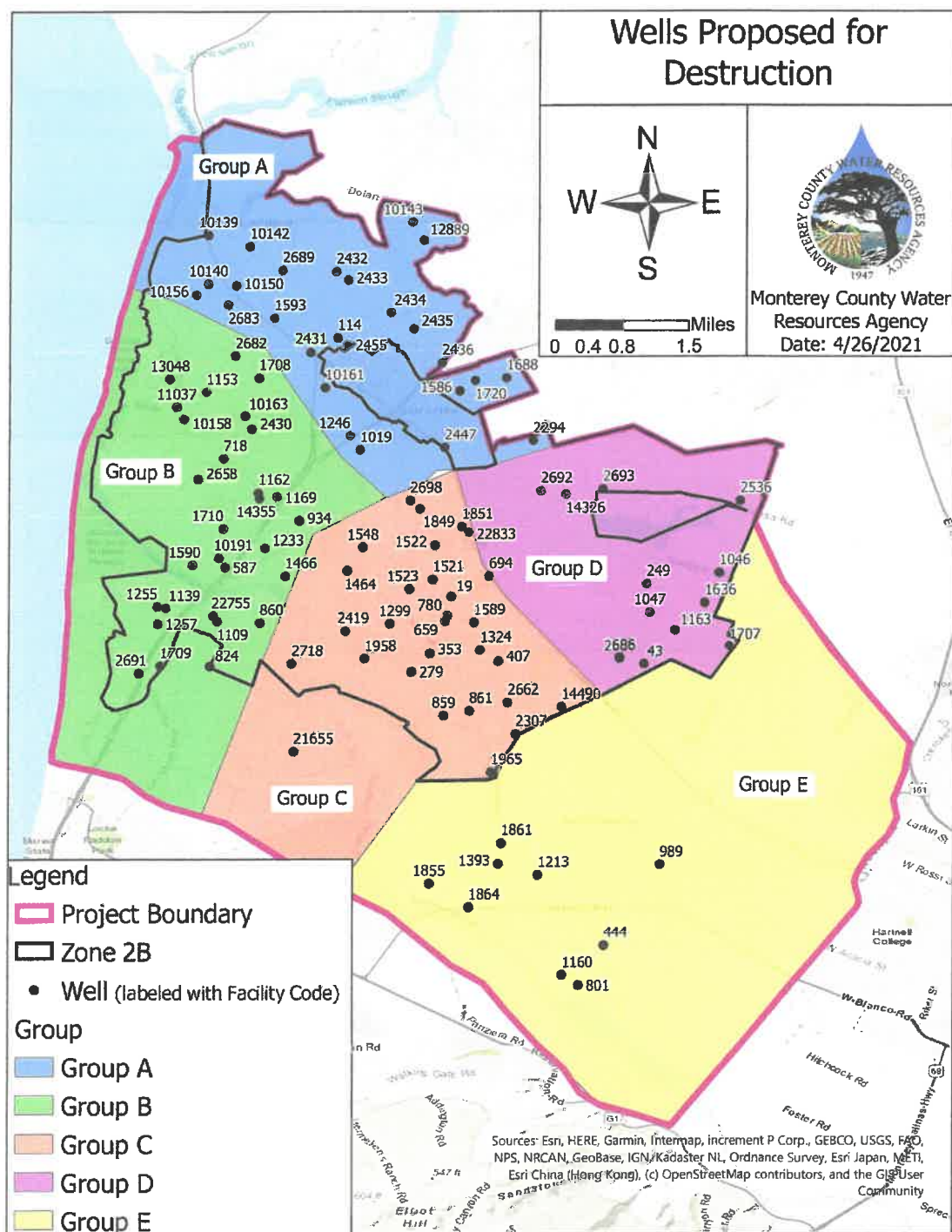
To view the complete Professional Services Agreement, please click on the link:

The MONTEREY COUNTY WATER RESOURCES AGENCY STANDARD AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:

<https://www.co.monterey.ca.us/home/showpublisheddocument/74798/636870378353000000>

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

Exhibit A Wells to be Destroyed, Shown by Group



Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
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Exhibit B
Site Maps and Photos

A site map and/or photo for each well site shown on Exhibit A is available at
<https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/protection-of-domestic-drinking-water-supplies-in-the-lower-salinas-valley>

EXHIBIT B

Technical Specifications and Attachments

Exhibit C
Well Construction Summary Table

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	None	Steel	12	mechanical perforator
A	114	13S/02E-28E01	9/14/1990	Reverse rotary	400-Foot Aquifer	900	270-540	240	Steel	30, 16	shaped charges
A	1019	13S/02E-33N04	3/10/1967	Rotary	400-Foot Aquifer	602	338-602	380	Steel	16	shaped charges
A	1246	13S/02E-33M50	7/23/1966	Rotary	400-Foot Aquifer	590	314-590	313	Steel	12, 10	shaped charges
A	1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	1593	13S/02E-29F02	11/1/1955	Unknown	400-Foot Aquifer	549	347-539	347	Unknown	10, 16	shaped charges
A	1688	13S/02E-27Q02	5/31/1983	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-591	Unknown	Unknown	16	shaped charges
A	2294	13S/02E-34J50	4/30/1993	Reverse rotary	400-Foot Aquifer	450	230-450	230	Steel	14	shaped charges
A	2431	13S/02E-29J01	5/1/1957	Rotary	400-Foot Aquifer	600	Unknown	340	Unknown	10	shaped charges
A	2432	13S/02E-21N01	3/12/1950	Unknown	400-Foot Aquifer	550	350-550	351	Unknown	10	shaped charges
A	2433	13S/02E-21P01	1/1/1958	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	2434	13S/02E-28801	12/6/1960	Rotary	400-Foot Aquifer	660	123-143, 163-203, 252-292, 312-349, 381-418	80	Steel	30, 12	shaped charges
A	2435	13S/02E-28H50	8/26/1975	Rotary	400-Foot Aquifer	655	190-553, 613-643	Unknown	Steel	16	shaped charges
A	2436	13S/02E-27M01	10/15/1976	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	50	Steel	16	shaped charges
A	2447	13S/02E-34M01	7/9/1982	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	60	Steel	16, 30	shaped charges
A	2455	13S/02E-28M02	5/26/1986	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	760	Steel	12	shaped charges
A	2683	13S/02E-29D03	4/6/1960	Rotary	400-Foot Aquifer	632	432-632	412	Steel	14, 10	shaped charges
A	2689	13S/02E-20K50	11/17/1995	Rotary	400-Foot Aquifer	750	440-530, 660-750	420	Unknown	30, 12.75	shaped charges
A	10139	13S/02E-19H01	5/18/1948	Unknown	400-Foot Aquifer	340	Unknown	Unknown	Unknown	Unknown	shaped charges
A	10140	13S/02E-19R01	3/16/1947	Unknown	400-Foot Aquifer	508	Unknown	354	Unknown	16	shaped charges
A	10142	13S/02E-20M02	3/15/1949	Unknown	400-Foot Aquifer	530	Unknown	362	Unknown	10	shaped charges
A	10143	13S/02E-21G01	6/1/1947	Unknown	400-Foot Aquifer	406	Below 260	Unknown	Unknown	16	shaped charges
A	10150	13S/02E-29C02	5/3/1950	Rotary	400-Foot Aquifer	550	Unknown	354	Unknown	16	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	10156	13S/02E-30A01	8/25/1949	Rotary	400-Foot Aquifer	602	392-602	390	Unknown	16	shaped charges
A	10161	13S/02E-32A02	9/1/1958	Unknown	400-Foot Aquifer	600	300-600	Unknown	Unknown	Unknown	shaped charges
A	12889	13S/02E-21G02	1/1/1943	Unknown	400-Foot Aquifer	425	Unknown	Unknown	Unknown	Unknown	shaped charges
B	587	14S/02E-07A01	9/19/1974	Rotary	400-Foot Aquifer	600	390-600	365	Steel	16	shaped charges
B	718	13S/02E-32N01	5/1/1949	Cable tool	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	shaped charges
B	824	14S/02E-18A01	9/7/1984	Rotary	400-Foot Aquifer	590	280-480, 490-570	350	Steel	30, 16	shaped charges
B	860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	934	14S/02E-05K02	2/18/1960	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587	None	Unknown	18, 16, 12	shaped charges
B	1109	14S/02E-07J02	9/30/1979	Reverse rotary	400-Foot Aquifer	564	396-564	380	Steel	16	shaped charges
B	1139	14S/02E-07K01	3/5/1952	Unknown	400-Foot Aquifer	600	Unknown	Unknown	Unknown	Unknown	shaped charges
B	1153	13S/02E-31A02	9/30/1985	Rotary	Deep Aquifers	1600	850-1600	850	Steel	16, 12	shaped charges
B	1162	14S/02E-05C03	4/14/1988	Rotary	400-Foot Aquifer	580	300-565	74	Steel	30,16	shaped charges
B	1169	14S/02E-05F04	3/26/1954	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-534	None	Steel	18, 16, 12	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
B	1233	14S/02E-05P02	5/20/1955	Cable tool	400-Foot Aquifer	606	464-478, 560-588	None	Steel	18, 16, 12	shaped charges
B	1255	14S/02E-07L05	5/6/1988	Mud rotary	400-Foot Aquifer	610	330-450	300	Steel	30, 16	shaped charges
B	1257	14S/02E-07L04	8/23/1983	Reverse rotary	400-Foot Aquifer	560	360-560	330	Steel	16	shaped charges
B	1466	14S/02E-08C03	5/3/1955	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540	None	Steel	18, 16, 12	shaped charges
B	1590	14S/02E-07B50	10/8/1990	Reverse rotary	400-Foot Aquifer	590	310-590	310	Steel	30, 16	shaped charges
B	1708	13S/02E-32C01	10/17/1949	Unknown	400-Foot Aquifer	562	322-552	302	Unknown	16	shaped charges
B	1709	14S/02E-18C01	10/22/1976	Rotary	400-Foot Aquifer	600	330-598	320	Unknown	16	shaped charges
B	1710	14S/02E-06J03	5/3/1948	Unknown	400-Foot Aquifer	550	375-550	Unknown	Unknown	16	shaped charges
B	2430	13S/02E-32M02	12/5/1984	Rotary	Deep Aquifers	1630	780-1590	780	Unknown	16, 12	shaped charges
B	2658	14S/02E-06B01	1/1/1958	Unknown	400-Foot Aquifer	610	Unknown	Unknown	Unknown	Unknown	shaped charges
B	2682	13S/02E-29M02	4/10/1968	Cable tool	400-Foot Aquifer	566	410-566	350	Steel	12, 10	shaped charges
B	2691	14S/02E-18E01	7/6/1974	Rotary	Deep Aquifers	870	666-834	300	Steel	14, 12	shaped charges
B	10158	13S/02E-31K02	9/11/1961	Cable tool	400-Foot Aquifer	568	476-495, 505-549	None	Steel	18, 16, 12	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
B	10163	13S/02E-32E03	9/20/1954	Cable tool	400-Foot Aquifer	885	418-633	None	Steel	18, 16, 12	shaped charges
B	10191	14S/02E-06R02	2/25/1948	Reverse rotary	400-Foot Aquifer	604	Unknown	352	Unknown	16	shaped charges
B	11037	13S/02E-31G04	7/7/1962	Rotary	400-Foot Aquifer	610	252-610	252	Steel	12, 10	shaped charges
B	13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	14355	14S/02E-05C02	11/1/1952	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-522	Unknown	Unknown	18, 16, 12	shaped charges
B	22755	14S/02E-07J03	5/11/2005	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	1340	Steel	Unknown	shaped charges
C	407	14S/02E-15B01	5/26/1982	Cable tool	400-Foot Aquifer	660	337-342, 363-387, 397-435, 515-548, 573-588, 607-620	52	Steel	14	mechanical perforator
C	694	14S/02E-10F50	1/5/1976	Cable tool	400-Foot Aquifer	600	372-427, 490-570	52	Steel	16	mechanical perforator
C	780	14S/02E-10M02	10/18/1965	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-545	None	Steel	16	mechanical perforator
C	859	14S/02E-15N01	9/21/1971	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	60	Steel	14	mechanical perforator
C	861	14S/02E-15P01	8/3/1965	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	None	Steel	16	mechanical perforator
C	19	14S/02E-10E02	9/26/1978	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	Unknown	Unknown	Unknown	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
C	279	14S/02E-16H01	5/11/1976	Reverse rotary	400-Foot Aquifer	606	449-599	40	Steel	16	shaped charges
C	353	14S/02E-16A02	10/17/1973	Cable tool	400-Foot Aquifer	669	430-470, 518-618	48	Steel	12	shaped charges
C	659	14S/02E-10N51	3/12/1991	Cable tool	400-Foot Aquifer	580	416-442, 540-558	300	Steel	20, 16	shaped charges
C	1299	14S/02E-09K50	10/17/1973	Rotary	400-Foot Aquifer	614	360-614	340	Steel	12, 10	shaped charges
C	1324	14S/02E-15C02	6/20/1978	Reverse rotary	400-Foot Aquifer	550	328-550	320	Steel	16	shaped charges
C	1464	14S/02E-09D03	4/24/1961	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478	None	Steel	18, 16, 12	shaped charges
C	1521	14S/02E-09H02	3/9/1965	Unknown	400-Foot Aquifer	498	300-489	Unknown	Unknown	Unknown	shaped charges
C	1522	14S/02E-04R02	7/16/1965	Rotary	400-Foot Aquifer	566	302-566	300	Steel	14, 12	shaped charges
C	1523	14S/02E-09H03	7/20/1972	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363	None	Steel	16, 14	shaped charges
C	1548	14S/02E-04N01	2/1/1966	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-185	320	Steel	8	shaped charges
C	1589	14S/02E-10P02	6/30/1978	Reverse rotary	400-Foot Aquifer	624	330-624	320	Steel	16	shaped charges
C	1849	14S/02E-04H01	12/24/1973	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	56	Steel	18, 16, 12	shaped charges
C	1851	14S/02E-03M02	3/6/1975	Cable tool	400-Foot Aquifer	587	400-570	248	Steel	12	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
C	1958	14S/02E-16C51	10/17/1967	Rotary	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1965	14S/02E-22L01	12/20/90	Reverse rotary	400-Foot Aquifer	680	420-450, 480-530, 580-680	400	Steel	16	shaped charges
C	2307	14S/02E-22B01	12/12/91	Reverse rotary	400-Foot Aquifer	670	410-440, 450-540, 580-620, 630-670	385	Steel	30, 16	shaped charges
C	2419	14S/02E-09N02	8/2/1995	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	249	Steel	16	shaped charges
C	2662	14S/02E-15K01	3/14/1979	Reverse rotary	400-Foot Aquifer	600	300-600	300	Steel	16	shaped charges
C	2698	14S/02E-04G02	8/20/1996	Rotary	400-Foot Aquifer	620	370-520, 560-610	360	Steel	34, 22	shaped charges
C	2718	14S/02E-17B03	6/18/1996	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	330	Steel	34, 22	shaped charges
C	14490	14S/02E-14N01	3/24/53	Unknown	400-Foot Aquifer	304	Unknown	Unknown	Unknown	Unknown	shaped charges
C	21655	14S/02E-20B03	6/26/1997	Reverse rotary	Deep Aquifers	825	670-730, 785-805	650	Steel	22	shaped charges
C	22833	14S/02E-03P01	1/31/2006	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	338	Steel	24, 20, 16	shaped charges
D	1046	14S/02E-12B01	11/24/1947	Cable tool	400-Foot Aquifer	672	315-325, 515-580	None	Unknown	14	mechanical perforator
D	1163	14S/02E-12N51	7/18/1989	Cable tool	400-Foot Aquifer	628	502-562, 583-597	52	Steel	18, 14	mechanical perforator
D	2536	14S/02E-01G50	6/17/1974	Cable tool	400-Foot Aquifer	598	225-580	52	Steel	12	mechanical perforator

Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
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C/P rev. 07/29/19 TS

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-lgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
D	14326	14S/02E-02E02	11/21/1961	Cable tool	400-Foot Aquifer	532	223-527	None	Steel	12	mechanical perforator
D	43	14S/02E-14A01	6/10/1993	Cable tool	400-Foot Aquifer	602	472-506, 536-550	300	Steel	16, 20, 24	shaped charges
D	249	14S/02E-11H02	1/1/1950	Unknown	400-Foot Aquifer	400	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1047	14S/02E-11H01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1636	14S/02E-12L02	5/31/1978	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	50	Steel	26, 14, 12	shaped charges
D	1707	14S/02E-12Q01	1/1/1938	Unknown	400-Foot Aquifer	619	273-280, 288-292	Unknown	Unknown	16	shaped charges
D	2686	14S/02E-14B50	5/2/1995	Reverse rotary	400-Foot Aquifer	750	420-570, 660-750	410	Steel	16	shaped charges
D	2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	2693	14S/02E-02C02	10/1/1945	Unknown	400-Foot Aquifer	575	Unknown	Unknown	Unknown	Unknown	shaped charges
E	989	14S/02E-26J50	4/20/1965	Cable tool	400-Foot Aquifer	516	390-500	78	Steel	14	mechanical perforator
E	1861	14S/02E-27G03	4/18/1973	Cable tool	400-Foot Aquifer	495	276-320, 362-368	60	Steel	16	mechanical perforator
E	444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges

Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
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C/P rev. 07/29/19 TS

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
E	1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1213	14S/02E-27J01	Unknown	Cable tool	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1393	14S/02E-27G50	8/9/1991	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 493-504, 518-524, 558-564, 576-612	320	Steel	24, 20, 16	shaped charges
E	1855	14S/02E-28J50	4/15/1988	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	52	Unknown	16	shaped charges
E	1864	14S/02E-34C01	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	16	shaped charges

Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
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EXHIBIT D

Technical Specifications for GraniteRock Ready Mix #00-3-105



Phone: (831) 768-2319 | Fax: (831) 768-2403

Concrete Mix Design Submittal

Malcolm Baldrige National Quality Award Winner 1992

Date: 08/08/2020

Alt. Note: RECOVER for 10 hour Slump Retention

No. 20-001803

Mix Code: 003105

Description: SAND SLURRY 10.5 SK WELL SEAL

Plant: SALINAS

Customer	MONTEREY COUNTY WATER RESOURCES	Design	Tolerance
Project Name	CSIP 2019 WELL DESTRUCTION PROJECT	Air Content	3
Project Address	VARIOUS LOCATIONS	Slump	10
	SALINAS, CA	Design Strength	N/S psi
		Sack Content	10.5 Sack
Usage/ Placement	Well Seal Slurry for Blasting	W/C Ratio	0.41

This mix is designed in accordance with the specification requirements of ACI 318, 301, 211 or Caltrans standards. This mix also meets the requirements of Part II Section 1905A.3 of the California Building Code (CBC) Title 24. It will be batched in accordance with ASTM C-94. All ingredients conform to ASTM C-150, ASTM C-989, ASTM C-618, ASTM C-33, ASTM C-494 and/or ASTM C-260.

In compliance with ASTM C-94 Section 4.6, please instruct the project laboratory of record to include Graniterock on the e-mail distribution list for all compressive strength test results for this mix. Please forward all test reports to kredmon@graniterock.com.

Material Type	Description	Source Supplier	ASTM	Design Quantity	Batch Quantity	Specific Gravity	Volume
Cement	CEMENT TYPE II-V	Lehigh Cement-Type II/V Cement	C150	987 lb	987 lb	3.15	5.02
Fine Aggregate	GRANITE SAND	Graniterock-Wilson Quarry	C33	2494 lb	2494 lb	2.71	14.75
Water	WATER	Municipal Water-Salinas	C1602	400 lb	400 lb	1.00	6.42
Admixture	RECOVER	W. R. Grace Company-Recover	C494	7.5 /cwt	74 lb	-	-
				Air Content		-	0.81
				Yield	3881 lb	-	27.00

Notes:

Intended for use in Well Seal Slurry for Blasting

RECOVER dosage may be adjusted between 7.5 ozs/cwt to 12 ozs/cwt as needed at contractor request

NOTE: The higher the RECOVER dosage utilized, the longer the set delay.

This mix design has been prepared based upon job requirements communicated by our customer. Unless specifically provided in the mix design, the concrete has not been designed for use in special conditions, including high sulfate soils or corrosive environments or for applications requiring the concrete to serve as a water or vapor barrier. If the specifications or site conditions require special strengths, cement types, water/cement ratios, admixtures, or other special characteristics of the concrete mix, please contact your Graniterock representative. This concrete may be made with recycled concrete materials, including reclaimed aggregate and water, unless prohibited by applicable specification or law. It is the customer's responsibility to inform Graniterock if recycled concrete materials are not permitted per the project specifications. This letter constitutes notice that we shall deem a lack of response to this submittal prior to the first pour on this project to constitute an acceptance of this submittal. Graniterock strongly recommends that this mix design be submitted to the owner and/or project design professional to ensure compatibility with project requirements. It is the customer's responsibility to notify Graniterock if this concrete will be delivered to a public works project or its delivery will be otherwise subject to the prevailing wage provisions of AB219, and the customer will be liable for all costs, fees and penalties arising from its failure to do so.



Concrete Mix Design Submittal

Date : 08/08/2020

No. 20--001803

Version 1

Mix Code : 003105

Description : RECOVER for 10 hour Slump Retention

Sieve Size	Fine 20/2010 % Passing	Combined % Passing	Min % Passing	Max % Passing
2"	100.0	100.0		
1-1/2"	100.0	100.0		
1"	100.0	100.0		
3/4"	100.0	100.0		
1/2"	100.0	100.0		
3/8"	100.0	100.0		
No. 4	100.0	100.0		
No. 8	86.0	86.0		
No. 16	57.0	57.0		
No. 30	34.0	34.0		
No. 50	16.0	16.0		
No. 100	5.0	5.0		
No. 200	2.7	2.7		

	Fine 20/2010	Combined
DRUW lb/lb3		
% Agg	100.0	
% Fine Agg	100.0	
SG	2.71	
FM	3.02	3.02

Prepared By :

Katha Redmon

Director, Concrete Products

			
TECHNICAL SERVICES SALES & MARKETING 3000 Executive Pkwy, Suite 240 San Ramon, CA 94583 Telephone (925) 244 6500 FAX (925) 244 6586		TERMINAL LOCATION Lehigh Southwest Cement Co. Stockton Terminal 205 Port Road 1 Stockton, CA 95203 (209) 465 1921	
			
CEMENT TEST REPORT			
Cement: Viscai Type II-V, Low Alkali; ASTM C 150		Report Date: 3/17/2020	
Production Period: January 2020			
STANDARD CHEMICAL REQUIREMENTS ASTM C 114	TEST RESULTS	ASTM C 150-09 SPECIFICATIONS TYPE II TYPE V	
Silicon Dioxide (SiO ₂), %	19.9	20.0 Min	—
Aluminum Oxide (Al ₂ O ₃), %	4.6	6.0 Max	—
Ferric Oxide (Fe ₂ O ₃), %	3.4	6.0 Max	—
Calcium Oxide (CaO), %	64.9	—	—
Magnesium Oxide (MgO), %	3.0	6.0 Max	6.0 Max
Sulfur Trioxide (SO ₃), % ^{Note B}	2.2	3.0 Max	2.3 Max
Loss on Ignition (LOI), %	2.0	3.0 Max	3.0 Max
Insoluble Residue, %	0.29	0.75 Max	0.75 Max
Alkalies (Na ₂ O equivalent), %	0.60	0.60 Max	0.60 Max
Tricalcium Silicate (C ₃ S), % *	66	—	—
Dicalcium Silicate (C ₂ S), % *	7	—	—
Tricalcium Aluminate (C ₃ A), % ^{Note D}	6	8 Max	5 Max
Tetracalcium Aluminoferrite (C ₄ AF), % *	10	—	—
2 (C ₃ A) + C ₄ AF, %	23	—	25 Max
PHYSICAL REQUIREMENTS			
(ASTM C 1038) Expansion @ 14 days, %	0.009	0.020 Max	0.020 Max
(ASTM C 452) Expansion @ 14 days, % ^{Note D}	0.032	—	0.040 Max
(ASTM C 430) -325 Mesh, %	96.6	—	—
(ASTM C 204) Blaine, m ² /kg	375	280 Min	280 Min
(ASTM C 114) Limestone, max, % ^{Note C}	2.3	5 Max	5 Max
(ASTM C 114) Limestone, %CaCO ₃	97.6	—	—
(ASTM C 114) Cement, %CO ₂	1.00	—	—
(ASTM C 191) Time of Setting - Initial (Vicat)	123	45 Min	45 Min
(ASTM C 191) Time of Setting - Final (Vicat)	223	375 Max	375 Max
(ASTM C 451) False Set, %	73	50 Min	50 Min
(ASTM C 185) Air Content, %	6.5	12 Max	12 Max
(ASTM C 151) Autoclave Expansion, %	0.03	0.80 Max	0.80 Max
(ASTM C 187) Normal Consistency, %	24.2	—	—
(ASTM C 109) Compressive Strength, psi (MPa)			
1 Day	2378 (16.4)	—	—
3 Day	4384 (30.2)	1500 (10.3) Min	1160 (8.0) Min
7 Day	5046 (34.8)	2500 (17.2) Min	2180 (15.0) Min
28 Day	6529 (45)	—	3050 (21.0) Min
This cement meets the requirements of specification:			
 Harvey Ortiz Quality Control Manager		ASTM C150 Type II-V, Low Alkali * Adjusted per ASTM C-150 Section A1.6 Caltrans Section 90-1.023(2) Cement ASTM C 1157 Portland Cement Type HS AASHTO Practice E8 accredited laboratory	
Samples Received by Lance Law/Gregg Laam in OK condition			

Applicable ASTM C 150 Notes:

Note B: There are cases where the optimum SO₃ (using Test Method C563) for a particular cement is close to or in excess of the limit in this specification. In such cases where properties of a cement can be improved by exceeding the SO₃ limit stated in this table it is permissible to exceed the values in the table, provided it has been demonstrated by Test Method C1038 that the cement with the increased SO₃ will not develop expansion in water exceeding 0.020% at 14 days. When the manufacturer supplies cement under this provision, he shall, upon request, supply supporting data to the purchaser.

Note C: Limestone addition as per C 150-09 Item 5.1.3

Note D: ASTM C 150 Table 4 for "Optional Physical Requirements" can use ASTM C 452 "Expansion of Mortar Exposed to Sulfate" to qualify instead of chemistry (CSA)

Report shall not be reproduced, except in full, without the prior written approval of Lehigh Southwest Cement Co

ATTACHMENT A
Price Schedule

Please include pricing schedule / rate sheet.

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible for, or required to verify, the accuracy of any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business that falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference that desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

Select that which is applicable to your business entity (at least one for a business to be considered local):

☐ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and

☐ It employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and

☐ Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; or

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "Area" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any):

Business Address:

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

SIGNATURE PAGE

MONTEREY COUNTY WATER RESOURCES AGENCY

RFP #21-001

ISSUE DATE: May 18, 2021



RFP TITLE: Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* Project

PROPOSALS ARE DUE TO THE AGENCY BY
3:00 P.M., LOCAL TIME, ON THURSDAY, JUNE 17, 2021

MAILING ADDRESS:
MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Tamara Voss, vosstl@co.monterey.ca.us, (831) 755-8914

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 2 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Well Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
A	1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	None	Steel	12	0.109	mechanical perforator
A	114	13S/02E-28E01	9/14/1990	Reverse rotary	400-Foot Aquifer	900	270-540	240	Steel	30, 16	0.312	shaped charges
A	1019	13S/02E-33N04	3/10/1967	Rotary	400-Foot Aquifer	602	338-602	380	Steel	16	0.25	shaped charges
A	1246	13S/02E-33M50	7/23/1966	Rotary	400-Foot Aquifer	590	314-590	313	Steel	12, 10	0.25	shaped charges
A	1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	1599	13S/02E-29F02	11/1/1955	Unknown	400-Foot Aquifer	549	347-539	347	Unknown	10, 16	Unknown	shaped charges
A	1688	13S/02E-27Q02	5/31/1983	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-591	Unknown	Unknown	16	0.25	shaped charges
A	2294	13S/02E-34J50	4/30/1993	Reverse rotary	400-Foot Aquifer	450	230-450	230	Steel	14	0.25	shaped charges
A	2431	13S/02E-29J01	5/1/1957	Rotary	400-Foot Aquifer	600	Unknown	340	Unknown	10	0.25	shaped charges
A	2432	13S/02E-21N01	3/12/1950	Unknown	400-Foot Aquifer	550	350-550	351	Unknown	10	0.25	shaped charges
A	2433	13S/02E-21P01	1/1/1958	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	2434	13S/02E-28B01	12/6/1960	Rotary	400-Foot Aquifer	660	123-143, 169-203, 252-292, 312-349, 381-418	80	Steel	30, 12	0.312, 0.25	shaped charges
A	2435	13S/02E-28H50	8/26/1975	Rotary	400-Foot Aquifer	655	190-553, 613-643	Unknown	Steel	16	0.25	shaped charges
A	2436	13S/02E-27M01	10/15/1976	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	50	Steel	16	0.25	shaped charges
A	2447	13S/02E-34M01	7/9/1982	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	60	Steel	16, 30	0.312, 0.28	shaped charges
A	2455	13S/02E-28M02	5/26/1986	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	760	Steel	12	0.25	shaped charges
A	2683	13S/02E-29D03	4/6/1960	Rotary	400-Foot Aquifer	632	432-632	412	Steel	14, 10	0.25	shaped charges
A	2689	13S/02E-20K50	11/17/1995	Rotary	400-Foot Aquifer	750	440-530, 660-750	420	Unknown	30, 12.75	0.34, 0.312	shaped charges
A	10139	13S/02E-19H01	5/18/1948	Unknown	400-Foot Aquifer	340	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	10140	13S/02E-19R01	3/16/1947	Unknown	400-Foot Aquifer	508	Unknown	354	Unknown	16	Unknown	shaped charges
A	10142	13S/02E-20M02	3/15/1949	Unknown	400-Foot Aquifer	530	Unknown	362	Unknown	10	0.1875	shaped charges
A	10143	13S/02E-21G01	6/1/1947	Unknown	400-Foot Aquifer	406	Below 260	Unknown	Unknown	16	Unknown	shaped charges

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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Wall Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
A	10150	13S/02E-29C02	5/3/1950	Rotary	400-Foot Aquifer	550	Unknown	354	Unknown	16	0.25	shaped charges
A	10156	13S/02E-30A01	8/25/1949	Rotary	400-Foot Aquifer	602	392-602	390	Unknown	16	0.1875	shaped charges
A	10161	13S/02E-32A02	9/3/1958	Unknown	400-Foot Aquifer	600	300-600	Unknown	Unknown	Unknown	Unknown	shaped charges
A	12889	13S/02E-21G02	1/1/1943	Unknown	400-Foot Aquifer	425	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	587	14S/02E-07A01	9/19/1974	Rotary	400-Foot Aquifer	600	390-600	355	Steel	16	0.25	shaped charges
B	718	13S/02E-32N01	5/1/1949	Cable tool	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	824	14S/02E-18A01	9/7/1984	Rotary	400-Foot Aquifer	590	280-480, 490-570	350	Steel	30, 16	0.5, 0.25	shaped charges
B	860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	934	14S/02E-05K02	2/18/1960	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587	None	Unknown	18, 16, 12	0.109, 0.141	shaped charges
B	1109	14S/02E-07J02	9/30/1979	Reverse rotary	400-Foot Aquifer	564	396-564	380	Steel	16	0.25	shaped charges
B	1139	14S/02E-07K01	3/5/1952	Unknown	400-Foot Aquifer	600	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	1153	13S/02E-31A02	9/30/1985	Rotary	Deep Aquifers	1600	850-1600	850	Steel	16, 12	0.375, 0.312	shaped charges
B	1162	14S/02E-05C03	4/14/1988	Rotary	400-Foot Aquifer	580	300-565	74	Steel	30, 16	0.25	shaped charges
B	1169	14S/02E-05F04	3/26/1954	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-334	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
B	1233	14S/02E-05P02	5/20/1955	Cable tool	400-Foot Aquifer	606	464-478, 560-588	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
B	1255	14S/02E-07L05	5/6/1988	Mud rotary	400-Foot Aquifer	610	330-450	300	Steel	30, 16	0.25	shaped charges
B	1257	14S/02E-07L04	8/23/1983	Reverse rotary	400-Foot Aquifer	560	360-560	330	Steel	16	0.281	shaped charges
B	1466	14S/02E-08C03	5/3/1955	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
B	1590	14S/02E-07B50	10/8/1990	Reverse rotary	400-Foot Aquifer	590	310-590	310	Steel	30, 16	0.312	shaped charges
B	1708	13S/02E-32C01	10/17/1949	Unknown	400-Foot Aquifer	562	322-552	302	Unknown	16	Unknown	shaped charges
B	1709	14S/02E-18C01	10/22/1976	Rotary	400-Foot Aquifer	600	330-598	320	Unknown	16	0.25	shaped charges
B	1710	14S/02E-06J03	5/3/1948	Unknown	400-Foot Aquifer	550	375-550	Unknown	Unknown	16	Unknown	shaped charges

2 of 5

Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (Inches)	Casing Wall Thickness (Inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
B	2430	13S/02E-32M02	12/5/1984	Rotary	Deep Aquifers	1630	780-1590	780	Unknown	16, 12	0.312	shaped charges
B	2658	14S/02E-06B01	1/1/1958	Unknown	400-Foot Aquifer	610	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	2682	13S/02E-29M02	4/10/1968	Cable tool	400-Foot Aquifer	566	410-566	350	Steel	12, 10	0.25	shaped charges
B	2691	14S/02E-18E01	7/6/1974	Rotary	Deep Aquifers	870	666-834	300	Steel	14, 12	0.25	shaped charges
B	10158	13S/02E-31K02	9/11/1961	Cable tool	400-Foot Aquifer	568	476-495, 505-549	None	Steel	18, 16, 12	0.141, 0.109	shaped charges
B	10163	13S/02E-32E03	9/20/1954	Cable tool	400-Foot Aquifer	885	418-633	None	Steel	18, 16, 12	0.141, 0.109	shaped charges
B	10191	14S/02E-06R02	2/25/1948	Reverse rotary	400-Foot Aquifer	604	Unknown	352	Unknown	16	Unknown	shaped charges
B	11037	13S/02E-31G04	7/7/1962	Rotary	400-Foot Aquifer	610	252-610	252	Steel	12, 10	0.25, 0.188	shaped charges
B	13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	14355	14S/02E-05C02	11/1/1952	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-522	Unknown	Unknown	18, 16, 12	0.141, 0.109	shaped charges
B	21755	14S/02E-07J03	5/11/2005	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	1340	Steel		0.37, 0.32	shaped charges
C	407	14S/02E-15B01	5/26/1982	Cable tool	400-Foot Aquifer	660	337-342, 363-367, 397-435, 515-548, 573-588, 607-620	52	Steel	14	0.141, 0.109	mechanical perforator
C	694	14S/02E-10F50	1/5/1976	Cable tool	400-Foot Aquifer	600	372-427, 490-570	52	Steel	16	0.141	mechanical perforator
C	780	14S/02E-10M02	10/18/1965	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-545	None	Steel	16	0.141	mechanical perforator
C	859	14S/02E-15N01	9/21/1971	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	60	Steel	14	0.141	mechanical perforator
C	861	14S/02E-15P01	8/3/1965	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	None	Steel	16	0.141	mechanical perforator
C	19	14S/02E-10E02	9/26/1978	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	Unknown	Unknown	Unknown	Unknown	shaped charges
C	279	14S/02E-16H01	5/11/1976	Reverse rotary	400-Foot Aquifer	606	449-599	40	Steel	16	0.25	shaped charges
C	353	14S/02E-16A02	10/17/1973	Cable tool	400-Foot Aquifer	669	430-470, 518-618	48	Steel	12	0.109	shaped charges
C	659	14S/02E-10N51	3/12/1991	Cable tool	400-Foot Aquifer	580	416-442, 540-558	300	Steel	20, 16	0.141	shaped charges
C	1299	14S/02E-09K50	10/17/1973	Rotary	400-Foot Aquifer	614	360-614	340	Steel	12, 10	0.25	shaped charges
C	1324	14S/02E-15C02	6/20/1978	Reverse rotary	400-Foot Aquifer	550	328-550	320	Steel	16	0.25	shaped charges

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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Wall Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
C	1464	14S/02E-09D03	4/24/1961	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
C	1521	14S/02E-09H02	3/9/1965	Unknown	400-Foot Aquifer	498	300-489	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1522	14S/02E-04R02	7/16/1965	Rotary	400-Foot Aquifer	566	302-566	300	Steel	14, 12	0.25	shaped charges
C	1523	14S/02E-09H03	7/20/1972	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363	None	Steel	16, 14	Unknown	shaped charges
C	1548	14S/02E-04N01	2/1/1966	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-185	320	Steel	8	0.31	shaped charges
C	1589	14S/02E-10P02	5/30/1978	Reverse rotary	400-Foot Aquifer	624	330-624	320	Steel	16	0.25	shaped charges
C	1849	14S/02E-04H01	12/24/1973	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	56	Steel	18, 16, 12	0.109, 0.141	shaped charges
C	1851	14S/02E-03M02	3/6/1975	Cable tool	400-Foot Aquifer	587	400-570	248	Steel	12	0.109	shaped charges
C	1958	14S/02E-16C31	10/17/1967	Rotary	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1965	14S/02E-22L01	12/20/90	Reverse rotary	400-Foot Aquifer	680	420-450, 480-590, 580-680	400	Steel	16	0.312	shaped charges
C	2307	14S/02E-22B01	12/12/91	Reverse rotary	400-Foot Aquifer	670	410-440, 450-540, 580-620, 630-670	385	Steel	30, 16	0.312	shaped charges
C	2413	14S/02E-09N02	8/2/1995	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	249	Steel	16	0.141	shaped charges
C	2662	14S/02E-15K01	3/14/1979	Reverse rotary	400-Foot Aquifer	600	300-600	300	Steel	16	0.25	shaped charges
C	2698	14S/02E-04G02	8/20/1996	Rotary	400-Foot Aquifer	620	370-520, 560-610	360	Steel	34, 22	0.25, 0.375	shaped charges
C	2718	14S/02E-17B03	6/18/1996	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	330	Steel	34, 22	0.25, 0.375	shaped charges
C	14490	14S/02E-14N01	3/24/53	Unknown	400-Foot Aquifer	304	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
C	21655	14S/02E-20B03	6/26/1997	Reverse rotary	Deep Aquifers	825	670-730, 785-805	650	Steel	22	0.25	shaped charges
C	22833	14S/02E-03P01	1/31/2006	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	338	Steel	24, 20, 16	0.141, 0.8	shaped charges
D	1046	14S/02E-12B01	11/24/1947	Cable tool	400-Foot Aquifer	672	315-325, 515-580	None	Unknown	14	Unknown	mechanical perforator
D	1163	14S/02E-12N51	7/18/1989	Cable tool	400-Foot Aquifer	628	502-562, 583-597	52	Steel	18, 14	0.141	mechanical perforator
D	2536	14S/02E-01G50	6/17/1974	Cable tool	400-Foot Aquifer	598	225-580	52	Steel	12	0.109	mechanical perforator
D	14326	14S/02E-02E02	11/21/1961	Cable tool	400-Foot Aquifer	532	223-527	None	Steel	12	0.109	mechanical perforator

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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Wall Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
D	43	14S/02E-14A01	6/10/1993	Cable tool	400-Foot Aquifer	602	472-506, 536-550	300	Steel	16, 20, 24	0.141	shaped charges
D	249	14S/02E-11H02	1/1/1950	Unknown	400-Foot Aquifer	400	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1047	14S/02E-11H01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1636	14S/02E-12L02	5/31/1978	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	50	Steel	26, 14, 12	0.188, 0.25	shaped charges
D	1707	14S/02E-12Q01	1/1/1938	Unknown	400-Foot Aquifer	619	273-280, 288-292	Unknown	Unknown	16	Unknown	shaped charges
D	2686	14S/02E-14B50	5/2/1995	Reverse rotary	400-Foot Aquifer	750	420-570, 660-750	410	Steel	16	0.25	shaped charges
D	2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	2693	14S/02E-02C02	10/1/1945	Unknown	400-Foot Aquifer	575	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	989	14S/02E-26J50	4/20/1965	Cable tool	400-Foot Aquifer	516	390-500	78	Steel	14	0.141	mechanical perforator
E	1861	14S/02E-27G03	4/18/1973	Cable tool	400-Foot Aquifer	495	276-320, 362-368	60	Steel	16	0.141	mechanical perforator
E	444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1213	14S/02E-27J01	Unknown	Cable tool	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1393	14S/02E-27G50	8/9/1991	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 498-504, 518-524, 558-564, 576-612	320	Steel	24, 20, 16	10	shaped charges
E	1855	14S/02E-28J50	4/15/1988	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	52	Unknown	16	Unknown	shaped charges
E	1864	14S/02E-34C01	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	16	Unknown	shaped charges

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Proposition 1 Implementation Grant
Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley

Well Destruction Design Plan

Agreement No. D1912532
Monterey County Water Resources Agency
March 2021

Introduction

This Well Destruction Design Plan document has been prepared in order to describe the procedures, methods, and materials that will be used to destroy wells as part of the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project ("Project").

All Project well destruction activities will be conducted in accordance with standards outlined in Bulletins 74-81 and 74-90, *Water Well Standards: State of California* from the California Department of Water Resources and *Monterey County Code Chapter 15.08 Water Wells* and any updates thereto. Well destruction permits for each well will be obtained from the Monterey County Health Department, Environmental Health Bureau.

Well Destruction Design Plan

Wells will be destroyed as part of the Project by moving through a defined process, each step of which is described in this Well Destruction Design Plan. The process includes well depth confirmation, debris removal, and well destruction with specified materials.

- I. Well depth confirmation
 - A. The current depth of each well shall be determined prior to destruction using a weighted graduated steel tape.
 - B. Wells with a measured current depth that differs by more than 5% from the depth recorded on the Well Completion Report, or wells where the original well depth is unknown, shall be video logged.
- II. Debris removal methods
 - A. The well casing shall be cleaned out of all obstructions and bridged or poorly compacted material to original well depth, if known. In cases where the original well depth is unknown, the total depth will be based on the depth that is measured or recorded during video logging.
 - A. Debris removal may be accomplished by bailing, air lifting, or overdrilling. Bailing or air lifting shall be attempted first. All obstructions and bridged or poorly compacted materials shall be removed from the well by overdrilling if the other debris removal methods described in this Plan are unsuccessful.

III. Well destruction methods

A. Once the well has been cleared of any debris or bridged material, the casing must be perforated either mechanically or using explosives. The appropriate method will be based on the well construction method and current condition of the well. The intent of perforating the well casing prior to placement of cement is to penetrate the existing well casing, annular well seal (if damaged), and surrounding geologic formation such that cement can be placed in the voids made accessible by the perforations and prevent vertical hydraulic movement across aquitards. Where available, construction details for wells that are part of the Project are listed in Table 1: Well Destruction List (see end of document).

a. Cable tool wells

- i. Cable tool wells without a conductor casing that extends across one or more aquitards may be perforated mechanically or using explosive charges.
- ii. Cable tool wells with a conductor casing that extends across one or more aquitards must be perforated using explosive charges.
- iii. The depths at which the casing perforations are made will be specified for each well.

b. Rotary wells with annular seal

- i. The casing of a well drilled using a rotary drilling method shall be perforated using explosive charges.
- ii. The charges shall penetrate the well casing and a minimum of ten horizontal inches beyond the well casing.
 1. If there is evidence of failure of the existing annular seal, or suspected failure of the existing annular seal, the seal shall be perforated by the charges as well.
- iii. The depths at which the casing perforations are made will be specified for each well.

IV. Materials for well destruction

- A. Neat cement (grout) shall be emplaced in the well to prevent vertical hydraulic movement across aquitards.
- B. Grout shall be emplaced from the bottom of the well to five feet below the ground surface through a tremie pipe by positive displacement pumping. To ensure that there has been no bridging of the sealing material, verification will be made that the volume of material placed in the well is, at a minimum, equal to the volume of the well.

- C. If explosive charges are not used, the grouting material shall consist of neat cement, consisting of one sack (94 pounds) of Type IV Portland cement and no more than six gallons of water.
- D. Wells that will be perforated with explosive charges may use neat cement or grout consisting of other concrete mixtures as deemed appropriate by the well drilling contractor and blasting contractor, and approved by the Monterey County Health Department - Environmental Health Bureau.
- E. Water used for mixing grout shall be of potable quality, free of deleterious material, suitable for cement mixtures, and compatible with the water chemistry at the well site in order to avoid adverse reactions during the cementing process.
- F. Well casings shall be cut off five feet below grade and completed with a cement "mushroom cap". After the well has been properly filled, including sufficient time for sealing material in the excavation to set, the excavation shall be filled with native soil.

Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
1019	13S/02E-33N04	3/10/67	Rotary	400-Foot Aquifer	602	338-602	X	X
1246	13S/02E-33M50	7/23/66	Rotary	400-Foot Aquifer	590	314-590		X
1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	X	X
1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	X	
2436	13S/02E-27M01	10/15/76	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	X	X
2447	13S/02E-34M01	7/9/82	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	X	X
10161	13S/02E-32A02	9/1/58	Unknown	400-Foot Aquifer	600	300-600	X	X
114	13S/02E-28E01	9/14/90	Reverse rotary	400-Foot Aquifer	900	270-540	X	X
1593	13S/02E-29F02	11/1/55	Cable tool	400-Foot Aquifer	549	347-539	X	X
1688	13S/02E-27Q02	5/31/83	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-541	X	
1708	13S/02E-32C01	10/17/49	Cable tool	400-Foot Aquifer	562	322-552		X
1849	14S/02E-04H01	12/24/73	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	X	X
1851	14S/02E-03M02	3/6/75	Cable tool	400-Foot Aquifer	587	400-570	X	X
2294	13S/02E-34J50	4/30/93	Reverse rotary	400-Foot Aquifer	450	230-450		
2430	13S/02E-32M02	12/5/84	Rotary	Deep Aquifers	1630	780-1590		X
2431	13S/02E-29J01	5/1/57	Rotary	400-Foot Aquifer	600	Unknown	X	X
2433	13S/02E-21P01	1/1/58	Unknown	400-Foot Aquifer	Unknown	Unknown	X	X
2434	13S/02E-28B01	12/6/60	Rotary	400-Foot Aquifer	660	123-143, 163-203, 252-292, 312-349, 381-418	X	X
2435	13S/02E-28H50	8/26/75	Rotary	400-Foot Aquifer	655	190-553, 613-643	X	X
2455	13S/02E-28M02	5/26/86	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	X	X
2698	14S/02E-04G02	8/20/96	Rotary	400-Foot Aquifer	620	370-520, 560-610	X	X
10163	13S/02E-32E03	9/20/54	Cable tool	400-Foot Aquifer	885	418-633		X
19	14S/02E-10E02	9/26/78	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	X	X
694	14S/02E-10F50	1/5/76	Cable tool	400-Foot Aquifer	600	372-427, 490-570	X	X
718	13S/02E-32N01	5/1/49	Cable tool	400-Foot Aquifer	602	Unknown		X
934	14S/02E-05K02	2/18/60	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587		X
1153	13S/02E-31A02	9/30/85	Rotary	Deep Aquifers	1600	850-1600		X

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Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
1162	14S/02E-05C03	4/14/88	Rotary	400-Foot Aquifer	580	300-565		X
1169	14S/02E-05F04	3/26/54	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-534		X
1233	14S/02E-05P02	5/20/55	Cable tool	400-Foot Aquifer	606	464-478, 560-588		X
1464	14S/02E-09D03	4/24/61	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478		X
1466	14S/02E-08C03	5/3/55	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540		X
1521	14S/02E-09H02	3/9/65	Unknown	400-Foot Aquifer	498	300-489	X	X
1522	14S/02E-04R02	7/16/65	Rotary	400-Foot Aquifer	566	302-566	X	X
1523	14S/02E-09H03	7/20/72	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363		X
1548	14S/02E-04N01	2/1/66	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-184		X
1710	14S/02E-06J03	5/3/48	Unknown	400-Foot Aquifer	550	375-550		X
2432	13S/02E-21N01	3/12/50	Unknown	400-Foot Aquifer	550	350-550	X	X
2658	14S/02E-06B01	1/1/58	Unknown	400-Foot Aquifer	610	Unknown		X
2682	13S/02E-29M02	4/10/68	Cable tool	400-Foot Aquifer	566	410-566		X
2683	13S/02E-29D03	4/6/60	Rotary	400-Foot Aquifer	632	432-632	X	X
2689	13S/02E-20K50	11/17/95	Rotary	400-Foot Aquifer	750	440-530, 660-750	X	X
2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	X	X
2693	14S/02E-02C02	10/1/45	Unknown	400-Foot Aquifer	575	Unknown		
10140	13S/02E-19R01	3/16/47	Unknown	400-Foot Aquifer	508	Unknown	X	X
10142	13S/02E-20M02	3/15/49	Unknown	400-Foot Aquifer	530	Unknown		X
10143	13S/02E-21G01	6/1/47	Unknown	400-Foot Aquifer	406	Below 260		
10150	13S/02E-29C02	5/3/50	Rotary	400-Foot Aquifer	550	Unknown	X	X
10156	13S/02E-30A01	8/25/49	Rotary	400-Foot Aquifer	602	392-602	X	X
10158	13S/02E-31K02	9/11/61	Cable tool	400-Foot Aquifer	568	476-495, 505-549		X
11037	13S/02E-31G04	7/7/62	Rotary	400-Foot Aquifer	610	252-610		X
12889	13S/02E-21G02	1/1/43	Unknown	MORO COJO	425	Unknown		
13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown		X
14326	14S/02E-02E02	11/21/61	Cable tool	400-Foot Aquifer	532	223-527	X	

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Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
14355	14S/02E-05C02	11/1/52	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-572		X
22833	14S/02E-03P01	1/31/06	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	X	X
249	14S/02E-11H02	1/1/50	Unknown	400-Foot Aquifer	400	Unknown	X	X
279	14S/02E-16H01	5/11/76	Reverse rotary	400-Foot Aquifer	606	449-599	X	X
353	14S/02E-16A02	10/17/73	Cable tool	400-Foot Aquifer	669	430-470, 518-618	X	X
407	14S/02E-15B01	5/26/82	Cable tool	400-Foot Aquifer	660	337-342, 363-387, 397-435, 515-548, 573-588, 607-620	X	X
587	14S/02E-07A01	9/19/74	Rotary	400-Foot Aquifer	600	390-600		X
659	14S/02E-10N51	3/12/91	Cable tool	400-Foot Aquifer	580	416-442, 540-558	X	X
780	14S/02E-10M02	10/18/65	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-548	X	X
860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	X	X
1109	14S/02E-07J02	9/30/79	Reverse rotary	400-Foot Aquifer	564	396-564	X	X
1299	14S/02E-09K50	10/17/73	Rotary	400-Foot Aquifer	614	360-614	X	X
1324	14S/02E-15C02	6/20/78	Reverse rotary	400-Foot Aquifer	550	328-550	X	X
1589	14S/02E-10P02	6/30/78	Reverse rotary	400-Foot Aquifer	624	330-624	X	X
1590	14S/02E-07B50	10/8/90	Reverse rotary	400-Foot Aquifer	590	310-590		X
1958	14S/02E-16C51	10/17/67	Rotary	400-Foot Aquifer	602	Unknown	X	X
2419	14S/02E-09N02	8/2/95	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	X	X
10139	13S/02E-19H01	5/18/48	Unknown	400-Foot Aquifer	340	Unknown		X
10191	14S/02E-06R02	2/25/48	Reverse rotary	400-Foot Aquifer	604	Unknown		X
22755	14S/02E-07J03	5/11/05	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	X	X
824	14S/02E-18A01	9/7/84	Cable tool	400-Foot Aquifer	590	280-480, 490-570	X	X
959	14S/02E-15N01	9/21/71	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	X	X
861	14S/02E-15P01	8/3/65	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	X	X
1139	14S/02E-07K01	3/5/52	Unknown	400-Foot Aquifer	600	Unknown		X
1255	14S/02E-07L05	5/6/88	Mud rotary	400-Foot Aquifer	610	330-450		X
1257	14S/02E-07L04	8/23/83	Reverse rotary	400-Foot Aquifer	560	360-560	X	X

3 of 4

Table 1: Well Destruction List

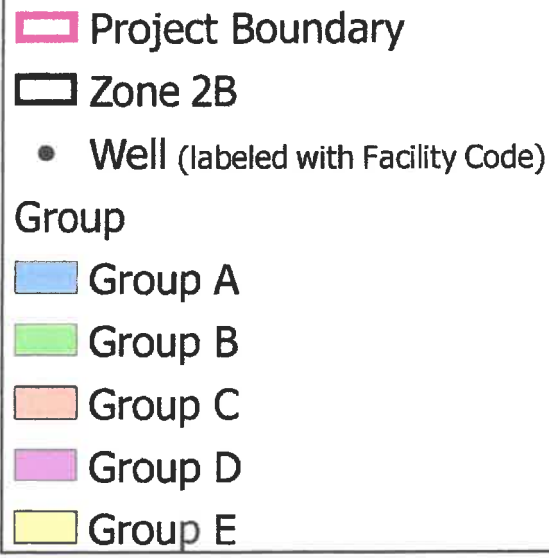
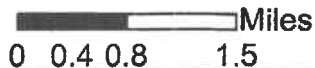
3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
1709	14S/02E-18C01	10/22/76	Rotary	400-Foot Aquifer	600	330-598	X	X
2536	14S/02E-01G50	6/17/74	Cable tool	400-Foot Aquifer	598	225-580		
2662	14S/02E-15K01	3/14/79	Reverse rotary	400-Foot Aquifer	600	300-600	X	X
2691	14S/02E-18E01	7/6/74	Rotary	Deep Aquifers	870	666-834	X	X
2718	14S/02E-17B03	6/18/96	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	X	X
21655	14S/02E-20B03	6/26/97	Reverse rotary	Deep Aquifers	825	670-730, 785-805	X	X
989	14S/02E-26J50	4/20/65	Cable tool	400-Foot Aquifer	516	390-500	X	
43	14S/02E-14A01	6/10/93	Cable tool	400-Foot Aquifer	602	472-506, 536-550	X	X
444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	X	
1163	14S/02E-12N51	7/18/89	Cable tool	400-Foot Aquifer	628	502-562, 583-597	X	X
1636	14S/02E-12L02	5/31/78	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	X	X
1707	14S/02E-12Q01	1/1/38	Unknown	400-Foot Aquifer	619	273-280, 288-292	X	X
2686	14S/02E-14B50	5/2/95	Reverse rotary	400-Foot Aquifer	1/19/02	420-570, 660-750	X	X
801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	X	
1046	14S/02E-12B01	11/24/47	Cable tool	400-Foot Aquifer	672	315-325, 515-580		
1047	14S/02E-11H01	Unknown	Unknown	S V GENERAL	Unknown	Unknown	X	X
1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	X	
1213	14S/02E-27J01	Unknown	Cable tool	S V GENERAL	Unknown	Unknown	X	
1393	14S/02E-27G50	8/9/91	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 493-504, 518-524, 558-564, 576-612	X	
1855	14S/02E-28J50	4/15/88	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	X	
1861	14S/02E-27G03	4/18/73	Cable tool	400-Foot Aquifer	495	276-320, 362-368	X	

4 of 4



Monterey County Water
Resources Agency
Date: 4/26/2021



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

EXHIBIT C
PAYMENT AND PERFORMANCE BONDS

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. HA10103072

Total Premium: \$41,670.06

AIA Document A312

Subject to final contract price adjustment

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Maggiora Bros Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

SURETY (Name and Principal Place of Business):

Hudson Insurance Company
100 William St Fl 5
New York, NY 10038-5044

OWNER (Name and Address):

Monterey County Water Resources Agency
1441 Schilling Pl
Salinas, CA 93901

CONSTRUCTION CONTRACT

Date: on or about August 27, 2021

Amount: \$ 1,992,644

Description (Name and Location):

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E),
Monterey County

BOND

Date (Not earlier than Construction Contract Date): August 27, 2021

Amount: \$ 1,992,644

Modifications to this Bond:

☒ None☐ See Page 3

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiora Bros Drilling, Inc.

SURETY COMPANY:

Hudson Insurance Company

(Corporate Seal)

Corporate Seal)

Signature: 

Name and Title: Secretary

Signature: 

Name and Title:

Catherine A. Pinney

Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

USI Insurance Services, LLC-CA - SPLTY
1383 N McDowell Blvd Ste 170
Petaluma, CA 94954-1190

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED., AIA ©
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON D.C. 20006
THIRD PRINTING - MARCH 1987

A 312-1984

1

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiora Bros Drilling, Inc.

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY COMPANY:

Hudson Insurance Company

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On August 27, 2021 before me, Stacy M. Clinton, Notary Public,
Date Here Insert Name and Title of the Officer
Catherine A. Pinney
 personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney
of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

One Million Nine Hundred and Ninety-Two Thousand Six Hundred and Forty-Four Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.

Dina Daskalakis
Corporate Secretary

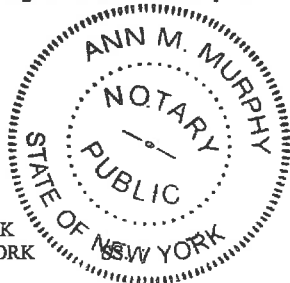
By

Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 27th day of August, 20 21.

(Corporate seal)



By

Dina Daskalakis, Corporate Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. HA10103072

Total Premium: Included in that of Performance Bond

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Maggiora Bros Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

SURETY (Name and Principal Place of Business):

Hudson Insurance Company
100 William St Fl 5
New York, NY 10038-5044

OWNER (Name and Address):

Monterey County Water Resources Agency
1441 Schilling Pl
Salinas, CA 93901

CONSTRUCTION CONTRACT

Date: on or about August 27, 2021

Amount: \$ 1,992,644

Description (Name and Location):

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E),
Monterey County

BOND

Date (Not earlier than Construction Contract Date): August 27, 2021

Amount: \$ 1,992,644

Modifications to this Bond:

☒ None☐ See Page 6

CONTRACTOR AS PRINCIPAL COMPANY:

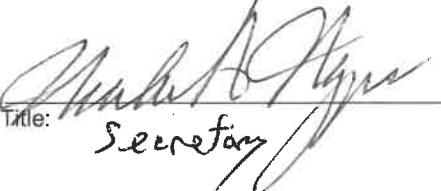
Maggiora Bros Drilling, Inc.

(Corporate Seal)

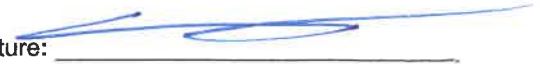
SURETY COMPANY:

Hudson Insurance Company

(Corporate Seal)

Signature: 

Name and Title: Secretary

Signature: 

Name and Title:

Catherine A. Pinney

Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

USI Insurance Services, LLC-CA - SPLTY
1383 N McDowell Blvd Ste 170
Petaluma, CA 94954-1190

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED., AIA®
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
THIRD PRINTING - MARCH 1987

A312-1984 4

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiora Bros Drilling, Inc.

(Corporate Seal)

SURETY Company:

Hudson Insurance Company

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On August 27, 2024 before me, Stacy M. Clinton, Notary Public,
Date Here Insert Name and Title of the Officer
Catherine A. Pinney
 personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney
of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

One Million Nine Hundred and Ninety-Two Thousand Six Hundred and Forty-Four Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

Attest.....
Dina Daskalakis
Corporate Secretary

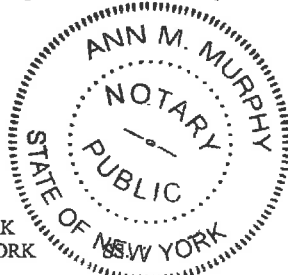
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 27th day of August, 20 21.

(Corporate seal)



By.....
Dina Daskalakis, Corporate Secretary

EXHIBIT D
CERTIFICATES OF INSURANCE

Client#: 1567074

MAGGIBRO1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 201 Mission St 11th Fl San Francisco, CA 94105 628 201-9001	CONTACT NAME: Teresa Rose PHONE (A/C, No, Ext): 628 201-9001 FAX (A/C, No): 610 537-2393 E-MAIL ADDRESS: Teresa.Rose@usi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Redwood Fire and Casualty Insurance Co.</td> <td>11673</td> </tr> <tr> <td>INSURER D : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Redwood Fire and Casualty Insurance Co.	11673	INSURER D : Nautilus Insurance Company	17370	INSURER E : Continental Casualty Company	20443	INSURER F :
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INSURER F :															
INSURED Maggiara Bros. Drilling Inc. 595 Airport Boulevard Watsonville, CA 95076															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:		4015556058	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4016912684	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE		4016912670	01/01/2021	01/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MAWC232954	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Pollution Liab		CPP202831712	03/05/2021	03/05/2022	\$1,000,000 Each Claim \$1,000,000 Each Occ \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lower Salinas Valley Well Destruction Project (Groups B and E) Monterey County, CA
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Monterey County Water Resources Agency P.O. Box 930 Salinas, CA 93902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

Monterey County Water Resources Agency its officers, agents, and employees are named Additional Insured as respects General Liability and Automobile Liability per the attached endorsement Forms with respect to all work performed by or on behalf of the Named Insured at all locations under contract with the Certificate Holder. Primary and Noncontributory wording applies to General Liability per the attached endorsement.

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CNA PARAMOUNT

General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Designated Construction or Service Projects: EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

- I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single designated project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,

will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular designated project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will

CNA74826XX (1-15)

Page 1 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

**CNA PARAMOUNT****General Aggregate Limit - Designated Projects Endorsement**

reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74826XX (1-15)

Page 2 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

POLICY NUMBER: 4016912684

SCA 23 500D
(Ed. 10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE**A. Towing**

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

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(Ed. 10/11)

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Page 1 of 3



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(Ed. 10/11)

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

- e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution in Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

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(Ed. 10/11)

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

 - (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar

governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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(Ed. 10/11)

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**Business Auto Policy
Policy Endorsement**
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MAGGIORA BROS. DRILLING INC.

Endorsement Effective Date: 01/01/2020

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 4016912684

Policy Effective Date: 1/1/21

Policy Page: 54 of 151

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 10 C
(Ed. 01-19)**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description**Waiver Premium (prior to adjustments)**

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/21

Policy No.: MAWC232954

Endorsement No.:

Insured: Maggiora Bros. Drilling Inc.

Premium \$

Insurance Company: Redwood Fire and Casualty

Countersigned by _____

WC 99 04 10 C
(Ed. 01-19)

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EXHIBIT E
ADDITIONAL INSURED INSURANCE POLICY ENDORSEMENTS



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

**CNA PARAMOUNT**

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

**CNA PARAMOUNT**

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

Page 1 of 1

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

**AMENDMENT NO. 4
TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
MAGGIORA BROS. DRILLING, INC.**

THIS AMENDMENT NO. 4 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Maggiora Bros. Drilling, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 15, 2021 (hereinafter, “Agreement”);

WHEREAS, CONTRACTOR entered into Amendment No. 1 with the Agency on May 13, 2022 to amend the Substantial Completion Date to December 31, 2022;

WHEREAS, CONTRACTOR entered into Amendment No. 2 with the Agency on January 4, 2023 to amend the Substantial Completion Date to December 31, 2023;

WHEREAS, CONTRACTOR entered into Amendment No. 3 with the Agency on February 1, 2024 to amend the Substantial Completion Date to December 31, 2025;

WHEREAS, the Parties wish to amend the Agreement with a two year extension of time for the Substantial Completion Date to continue providing services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.3.2 of the Agreement to read as follows:

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at the well sites by December 31, 2027.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the day and year written below:

Amendment No. 4 Maggiora Bros. Drilling, Inc.

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
General Manager

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR

*Contractor Business Name

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Title: _____
(Print Name and Title)

Date: _____



County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-081

November 07, 2025

Introduced: 11/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D) to extend the term to December 31, 2027.(Staff Presenting: Amy Woodrow)



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-084

November 07, 2025

Introduced: 11/3/2025

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D) to extend the term to December 31, 2027.

RECOMMENDATION:

It is recommended that the Finance Committee:

a. Recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D) to extend the term to December 31, 2027.

SUMMARY/DISCUSSION:

Since 2020, the Monterey County Water Resources Agency ("Agency") has been working on the "Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley" project ("Project"), which is partially funded by Proposition 1 - the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through Agreement No. D1912532 with the California State Water Resources Control Board ("Grant Agreement").

The Project purpose is to destroy abandoned or inactive wells to prevent conduits that allow vertical migration of seawater- and nitrate-contaminated groundwater to aquifers with drinking water supply wells in the Salinas Valley Groundwater Basin.

In order to implement the Project, the Agency completed a competitive bidding process in 2021 to retain a well drilling contractor or contractors. This process resulted in the award of contracts to Maggiora Bros. Well Drilling and Pacific Coast Well Drilling, Inc. DBA Precision Hydro for provision of well destruction services. The Agency entered into an Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro on October 14, 2021 ("Agreement for Services").

Since that time, the Agency has amended the Grant Agreement on two occasions to extend the term of the Project. Amendment No. 1 was completed in February 2023, extending the Work Completion Date to March 31, 2024; Amendment No. 2 was completed in April 2024, extending the Work

Completion Date to January 31, 2026 (Attachment 1).

As the Grant Agreement was amended, the Agency also amended the Agreement for Services to extend the Substantial Completion Date. Amendment No. 1 was entered into on March 13, 2022; Amendment No. 2 was entered into on January 4, 2023; and Amendment No. 3 was entered into on January 17, 2024 (Attachment 2). Amendment No. 3 to the Agreement for Services has a Substantial Completion Date of December 31, 2025.

The Agency is working on Amendment No. 3 to the Grant Agreement, which would extend the Work Completion Date to January 31, 2028 and is seeking Amendment No. 4 to the Agreement for Services to align with the pending amendment to the Grant Agreement (Attachment 3). If approved, Amendment No. 4 to the Agreement for Services would extend the Substantial Completion Date to December 31, 2027.

STRATEGIC PLAN ALIGNMENT:

The proposed Amendment No. 4 to the Agreement for Services aligns with adopted Strategic Plan Goal C, Strategy 6.

OTHER AGENCY INVOLVEMENT:

State Water Resources Control Board

FINANCING:

There is no financial impact to the Agency as a result of Amendment No. 4. to the Agreement for Services. Grant funds for the Project are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement for Services in the current fiscal year is \$100,000 in expenditures and \$100,000 in grant revenue.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. D1912532 Executed Amendment 2
2. Agreement for Services Amendment 3 PCWD
3. Agreement for Services Amendment 4 PCWD



GROUNDWATER

MONTEREY COUNTY WATER RESOURCES AGENCY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE LOWER SALINAS VALLEY

AGREEMENT NO. SWRCB0000000000D1912532

~~AMENDMENT 1~~ **AMENDMENT 2**

PROJECT FUNDING AMOUNT: \$2,986,943

ELIGIBLE WORK START DATE: OCTOBER 18, 2019

WORK COMPLETION DATE: ~~FEBRUARY 29, 2024~~ **JANUARY 31, 2026**

FINAL REIMBURSEMENT REQUEST DATE: ~~MARCH 31, 2024~~ **MARCH 1, 2026**

RECORDS RETENTION END DATE: ~~FEBRUARY 29, 2060~~ **JANUARY 31, 2062**

X:LCM

This Grant Agreement, executed by the State Water Board on June 18, 2020, is hereby amended as of December 12, 2022, **and subsequently amended on February 16, 2023, is hereby amended**, to decrease the Project Funding Amount and to revise the Work Completion Date, the Final Reimbursement Request Date, the Records Retention End Date ~~body of the agreement~~, and Exhibit A, B, C, and D (deletions shown as stricken and revisions bold and underlined). Except as noted herein, all other terms and conditions shall remain the same.

AGREEMENT

1. AUTHORITY.

The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 79771 of the Water Code, and Resolution No. 2017-0075.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the groundwater implementation project (Project) set forth on the Cover Page and described in Exhibit A of this Agreement from the State Water Board according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (2) The Recipient must deliver to the Division a resolution authorizing the Recipient to enter into this Agreement and identifying its Authorized Representative by title.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Monterey County Water Resources Agency	
Section:	Division of Financial Assistance		
Name:	Diana Conkle, Project Manager	Name:	~~Lew Bauman,~~ Ara Azhderian, Project Director
Address:	1001 I Street, 17 th Floor	Address:	1441 Schilling Place, North Building
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Salinas, CA 93901
Phone:	(916) 341-5660	Phone:	(831) 755-4860
Fax:	(916) 341-5296	Fax:	(831) 424-7935
Email:	Diana.Conkle@waterboards.ca.gov	Email:	~~baumanl@co.monterey.ca.us~~ AzhderianA@co.monterey.ca.us

Direct inquiries to:

State Water Board		Monterey County Water Resources Agency	
Section:	Division of Financial Assistance		
Name:	~~Brittani Evans, Program Analyst~~ Taylor Oravillo, Agreement Analyst	Name:	Amy Woodrow, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	1441 Schilling Place, North Building
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Salina, CA 93901
Phone:	~~(916) 341-5930~~ (916) 322-9603	Phone:	(831) 755-4860
Fax:	(916) 341-5296	Fax:	(831) 424-7935
Email:	~~Brittani.Evans@waterboards.ca.gov~~ Taylor.Oravillo@waterboards.ca.gov	Email:	WoodrowA@co.monterey.ca.us

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"District Office" means District Office of the Division of Drinking Water of the State Water Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure to operate the Project without the Division's approval;
- (d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;

- (e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- (f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- (g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds reimbursements or disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Groundwater Grant Program Funding Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred on or after November 4, 2014. Funds spent on ineligible Project Costs are not Match Funds.

“Material Obligation” means an obligation of the Recipient that is material to this transaction.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 4 of this Agreement.

“Project” means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulation, or guidelines.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

“Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement.

“Recipient” means Monterey County Water Resources Agency.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Reimbursement Period” means the period during which Project Funds may be disbursed.

“Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

6. SIGNATURE.

This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

MONTEREY COUNTY WATER RESOURCES AGENCY:

By: *Ara Azhderian*
Name: Ara Azhderian
Title: General Manager

Date: Mar 7, 2024

STATE WATER RESOURCES CONTROL BOARD:

By: *J. Karkoski*
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: Apr 17, 2024

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is for the benefit of the Recipient. The funding under this Agreement is for the purpose of destroying a minimum of fifty nine (59) abandoned and dormant wells to prevent conduits that are allowing vertical migration of seawater- and nitrate-contaminated groundwater to drinking water supply wells in the Salinas Valley Groundwater Basin.
- (b) The Useful Life of this Project is at least twenty (20) years, which may consist of the length of time the Project must be operated and maintained in order to achieve the environmental outcome(s) identified herein, and the length of time that the environmental outcome of the Project will be sustained after the Project is no longer operated or maintained.
- (c) Scope of Work.

The Recipient agrees to do the following:

1. Project Management

Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

- 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, trainings, and fieldwork or construction activities.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
- 1.4 Conduct periodic and final site visits with the Project Manager and other staff designated by the Division.
- 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.

2. General Compliance Requirements/Project Effectiveness and Performance

- 2.1 Submit Global Positioning System (GPS) information for project site(s) and well location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.

- 2.2 Prepare a Monitoring and Reporting Plan (MRP) and submit to the Technical Advisory Committee (TAC) in Item 4 for comment and the Project Manager for approval. The MRP becomes final upon Project Manager approval. Any changes to the MRP, including sampling methodology and frequency, must be submitted to the TAC for comment and the Project Manager for approval. The MRP shall include the following:
- 2.2.1 A Monitoring Plan (MP) that includes the following sections:
- 2.2.1.1 Purpose: Describe the purpose of the MRP, including conducting a single groundwater monitoring and sampling event to determine current chloride and nitrate concentrations and groundwater elevations and gradients and define the areas impacted by saltwater intrusion within the Project area. Describe the relation of the proposed monitoring activities to any other monitoring activities in the Project area. The results of the groundwater monitoring and sampling event shall be incorporated into the Well Locations Report in Item 5.1.
- 2.2.1.2 Project Area: Provide a map and narrative description of the location of the Project, monitoring wells, and wells proposed for destruction.
- 2.2.1.3 Sampling Plan: Describe the sampling and analytical methods to be used, selection of monitoring locations, frequency of monitoring, and process to make any necessary changes to achieve the purpose of the MRP.
- 2.2.1.4 Field Procedures: Provide a description of field procedures including sample collection methods, equipment decontamination, sample identification and handling, and documentation procedures.
- 2.2.2 A Project Assessment and Evaluation Plan (PAEP) which describes the way the Project performance will be assessed, evaluated, and reported to the Project Manager for approval. The PAEP shall detail the Project's goals, desired outcomes, purpose and objectives, and the methods of measuring and reporting the Project benefits.
- 2.3 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency's (USEPA) QAPP guidance documents (EPA QA/G-5 and EPA QA/R-5). Water quality monitoring data includes physical or chemical monitoring of any groundwater. Submit the QAPP to the Project Manager for approval. Any costs related to monitoring data collected prior to and

not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Project Manager.

2.3.1 Upload the final approved document(s) in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov/>).

2.4 Prepare and upload historical groundwater data, data collected in accordance with the MRP in 2.2, and well destruction reports to the State Water Board's GeoTracker/Groundwater Ambient Monitoring and Assessment (GAMA) system in Electronic Deliverable Format. Locational information shall be submitted using the GEO_XY and GEO_WELL files. Contact the Project Manager to obtain a Global ID prior to collecting samples or destroying wells.

3. Environmental Compliance and Permitting

3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.

3.1.2 Submit the final CEQA document to the Project Manager.

3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation may proceed.

3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights-of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

3.2.1 Obtain a right-of-entry agreement for each property owner prior to construction on each individual property. Submit the right-of-entry agreement template to the Project Manager for State Water Board, Office of Chief Counsel approval, prior to use.

3.2.2 Submit a copy of the applicable executed right-of entry agreement with each Reimbursement Request containing charges for construction work on private property.

4. Technical Advisory Committee

- 4.1 Establish a TAC that includes representatives from the Division, the State Water Board Division of Drinking Water (DDW), the Central Coast Regional Water Quality Control Board, and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA). Submit the final list of TAC members, with their roles, responsibilities, and affiliations, to the Project Manager for approval.
- 4.2 Convene a kickoff meeting to establish TAC goals and objectives, formalize roles, and create a schedule for future meetings. Submit a summary of the kickoff meeting to the Project Manager.
- 4.3 Conduct additional TAC meetings in accordance with the schedule developed in Item 4.2 and submit agendas, meeting minutes, and sign-in sheets for each meeting to the Project Manager.

5. Well Locations Investigation

- 5.1 Prepare a draft Well Locations Report and submit to the TAC for review and the Project Manager for approval. The Well Locations Report shall include maps and figures of the well locations; sampling data, including, but not limited to, data from ongoing groundwater monitoring efforts and one comprehensive monitoring event; chloride and nitrate iso-concentrations; water elevations; well completion logs; and hydrogeologic cross-sections to illustrate drinking water aquifers and drinking water supply wells that would be protected from seawater intrusion and nitrate impacts by destroying inactive wells in the Project area.
- 5.2 Finalize the Well Locations Report and submit to the TAC for review and the Project Manager for approval.

6. Well Destruction Design Plans

- 6.1 Prepare Well Destruction Design Plans in accordance with State and local requirements including, at a minimum:
 - 6.1.1 Drilling procedures including well destruction methods, such as over drilling, mechanical casing perforation, and blast casing perforation.
 - 6.1.2 Procedures to confirm the total well depth that will be destroyed.
 - 6.1.3 Debris removal methods.
 - 6.1.4 Materials required for well destruction.
- 6.2 Submit the Well Destruction Design Plans to the TAC for review and the Project Manager for approval.

- 6.3 Complete the bid documents in accordance with the approved Well Destruction Design Plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.

7. Implementation

- 7.1 Award the well destruction contract and submit the Notice to Proceed and awarded contract for the Project to the Project Manager.
- 7.2 Implement the Project in accordance with the approved Well Destruction Design Plans in Item 6.2, after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 7.3 Submit any proposed changes that arise during implementation that may affect the Project's schedule or costs to the Project Manager for approval.
- 7.4 Submit a Well Destruction Report, including well destruction details and a summary of any changes from the Well Destruction Design Plans in Item 6.2.

8. Public Outreach

- 8.1 Develop outreach materials including flyers, posters, brochures, and advertisements, and update the Recipient's website and associated social media web pages to include Project progress and outcomes. Submit copies of the outreach materials and web links to the Project Manager.
- 8.2 Conduct a minimum of one (1) public workshop to provide information on the purpose of the Project, inviting relevant non-governmental organizations and disadvantaged community representatives. Submit workshop materials, sign-in sheet(s), and photo documentation of the workshop(s) to the Project Manager.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no Project-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 Draft and Final Project Report and Project Summary for Groundwater Projects.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
 - (1) Draft Final Project Report. Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager that shall include the following information, as well as information set forth in the Scope of Work, above:
 - a. Description of the water quality problem the Project sought to address;
 - b. Description of the Project scope, cost, and schedule, with photo documentation;
 - c. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, including an evaluation and summary of relevant water quality data; and
 - d. Summary of lessons learned.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Project Manager. Include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.

- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

A.2.3 Signage.

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



- (b) “Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”
- (c) The Project sign may include another agency’s required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate Project operations.

A.2.5 Final Project Inspection and Certification.

Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Project Manager.

A.3. DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date
 - (2) Work Completion Date
 - (3) Final Reimbursement Request Date
 - (4) Records Retention End Date
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its Final Reimbursement Request to the Division on or before the Final Reimbursement Request Date.

Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4. SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the “Estimated Due Date” column of this table may be adjusted as necessary during the Reimbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted, prior to the Final Reimbursement Request Date set forth in Exhibit B.

As applicable for specific submittals, the Recipient shall plan adequate time to solicit, receive, and address TAC comments prior to submitting the final submittal.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		15 Working Days Prior
1.3	Detailed Project Schedule	Complete	
1.4	Periodic and Final Site Visits		As Needed
1.5	Pre-, During, and Post-construction Photos		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	Global Positioning System (GPS) Information	Complete	
2.2	Monitoring and Reporting Plan		Complete
2.2.2	Project Assessment and Evaluation Plan (PAEP)		Complete
2.3	Quality Assurance Project Plan (QAPP)		Complete
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA Documents		Complete
3.1.2	Final CEQA Documents	~~April 30, 2023~~ <u>Complete</u>	
3.2	List and Signed Copies of Public Agency Approvals, Entitlements, or Permits		Before Field Work Begins
3.2.1	Right-of-Entry Agreement Template		Complete
3.2.2	Executed Right-of-Entry Agreements		Ongoing

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
4.	Technical Advisory Committee (TAC)		
4.1	List of TAC Members, and Their Roles, Responsibilities, and Affiliations		Complete
4.2	TAC Kick-off Meeting Summary		Complete
4.3	TAC Meeting Agenda, Notes, Sign-in Sheets, and Action Items		As Needed
5.	Well Locations Investigation		
5.1	Draft Well Locations Report		Complete
5.2	Final Well Locations Report		Complete
6.	Well Destruction Design Plans		
6.2	Well Destruction Design Plans		Complete
6.3	Advertised Bid Documents and Bid Summary		Complete
7.	Implementation		
7.1	Notice to Proceed and Awarded Bid Contract	Complete	
7.3	Proposed Changes During Implementation		As Needed
7.4	Well Destruction Report	~~December 31, 2023~~ <u>December 31, 2025</u>	
8.	Public Outreach		
8.1	Outreach Materials and Weblinks	Complete	
8.2	Workshop Materials, Sign-in Sheets, and Photo Documentation		As Needed
EXHIBIT A.2.2 REPORTS			
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2 (a)(1)	Draft Final Project Report	~~December 31, 2023~~ <u>December 31, 2025</u>	
A.2.2.2 (a)(2)	Final Project Report	~~January 31, 2024~~ <u>January 31, 2026</u>	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
A.2.2.2 (a)(3)	Final Project Summary	Before Work Completion Date	
A.2.2.3	As Needed Reports		As Needed
EXHIBIT B – FUNDING TERMS			
B.1.7 (b)(6)	Final Reimbursement Request	~~March 31, 2024~~ <u>March 1, 2026</u>	
B.1.7 (d)	Reimbursement Requests	Quarterly	

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is FIVE MILLION FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$5,542,558).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Match Funds.

- (a) The Recipient agrees to provide Match Funds in the amount TWO MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$2,555,615).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.

If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.1.5 Budget Costs.

Budget costs are contained in the Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$240,390	\$56,430	\$296,820
Planning/Design/Engineering/Environmental	\$246,585	\$0	\$246,585
Construction/Implementation	\$2,204,598	\$1,351,712	\$3,556,310
Monitoring/Performance	\$140,050	\$1,147,473	\$1,287,523
Education/Outreach	\$155,320	\$0	\$155,320
TOTAL	\$2,986,943	\$2,555,615	\$5,542,558

* Match is reduced. The Project benefits a disadvantaged community.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes

by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.

- (c) The sum of adjusted line items shall not exceed the total budget amount.
- (d) In the event the Recipient does not submit invoices requesting all of the funds encumbered under this Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Recipient stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (f) The Recipient agrees to ensure that its Final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date. If

the Final Reimbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.

- (g) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support Match Funds as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests shall contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term “from” and “to”;
 - (3) The total amount requested;
 - (4) Documentation of Match Funds used;
 - (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board’s approved procedures, of the Recipient’s Project Director or his/her designee; and
 - (6) The Final Reimbursement Request shall be clearly marked “FINAL REIMBURSEMENT REQUEST” and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board’s approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board’s approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient’s Project Director or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving

Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (i) Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.

- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.
- (n) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Reimbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of the Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement,
- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C; or

- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project or Project Assets except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

C.1. REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of the Agreement by the Recipient.

C.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 No Other Material Debt.

The Recipient has no Material Obligations other than those set forth in Exhibit D.

C.1.10 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) return to the State Water Board any project funds received pursuant to this Agreement;
- (b) pay interest at the highest legal rate on all of the foregoing; and
- (c) pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or

any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any dispute of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or Useful Life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract

related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.

C.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances with thirty (30) days.

C.3.6 Bonding.

Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

The Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws. If the Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. The Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the Useful Life of the Project.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the Useful Life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. The Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.) including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et

seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

- (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:
- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
 - (5) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
 - (7) Work Completion, and actual Project Completion;

- (8) The award of the prime construction contract for the Project; or
- (9) Initiation of construction of the Project.

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its Useful Life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under

this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

C.3.35 Unenforceable Provision; Severability.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any

other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Program Requirements for Proposition 1 Groundwater.

- (a) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Funds shall not be used to acquire land via eminent domain.
- (b) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (c) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (d) Remediation Costs Limited. (Wat. Code, § 79771.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Recipients that have received Project Funds for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities, consistent with 4.1 (d) in exhibit C.
- (e) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (f) Sustainable Groundwater Management Act (SGMA) Compliance. Wat. Code, § 10720-10737.8. To the extent required under SGMA, the Recipient shall comply with the following:
 - (1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
 - (2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject

to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).

- (3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- (g) **Water Quality Compliance.** (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (h) **Water Quality Monitoring.** (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (i) **Wild and Scenic Rivers.** (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

EXHIBIT D – SPECIAL CONDITIONS

- D.1. If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.
- D.2. Prior to the disbursement of any Project Funds under this Agreement, the Recipient shall secure all Match Funds for the Project. The Recipient shall provide the Division with documentation, to the satisfaction of the Division, of the secured Match Funds. Match Funds must be secured no later than August 31, 2020, unless a time extension, demonstrating good cause, is requested by the Recipient and approved by the Project Manager. Notwithstanding an approved time extension, the Division will not disburse any Grant Funds under this Agreement until the Recipient has provided the Division with satisfactory documentation that all Match Funds for the Project has been secured.

D.3. EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

**AMENDMENT NO. 3
TO
AGREEMENT FOR SERVICES BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY AND
PACIFIC COAST WELL DRILLING, INC. DBA PRECISION HYDRO**

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Pacific Coast Well Drilling, Inc. DBA Precision Hydro (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on October 14, 2021 (hereinafter, “Agreement”);

WHEREAS, CONTRACTOR entered into Amendment No. 1 with the Agency on May 13, 2022 to amend the Substantial Completion Date to December 31, 2022;

WHEREAS, CONTRACTOR entered into Amendment No. 2 with the Agency on January 4, 2023 to amend the Substantial Completion Date to December 31, 2023;

WHEREAS, the Parties wish to amend the Agreement with a two year extension of time for the Substantial Completion Date to continue providing services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.3.2 of the Agreement to read as follows:

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at the well sites by December 31, 2025.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

Amendment No. 3 Pacific Coast Well Drilling DBA
Precision Hydro

MONTEREY COUNTY WATER
RESOURCES AGENCY

DocuSigned by:
By: Ara Azhderian
1F182FFB49A2435
General Manager
Date: 1/17/2024 | 2:32 PM PST

Approved as to Form and Legality
Office of the County Counsel
By: Kelly L. Donlon
22D690CA05A940B...
Assistant County Counsel
Date: 1/16/2024 | 2:58 PM PST

Approved as to Fiscal Provisions
By: Patricia Ruiz
E79EF64E57464F6...
Auditor-Controller
Date: 1/17/2024 | 9:59 AM PST

DocuSigned by:
By: Ezequiel Vega Rios
7D289913E628402...
Administrative Analyst
Date: 1/17/2024 | 10:10 AM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR

Pacific Coast Well Drilling, Inc. DBA PH
*Contractor Business Name
DocuSigned by:
By: Tyson Davis
87C87F628E5A461
(Signature of Chair, President or Vice President)

Title: President
(Print Name and Title)
Date: 1/16/2024 | 2:56 PM PST

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)
Title: _____
(Print Name and Title)

Date: _____

**AMENDMENT NO. 4
TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
PACIFIC COAST WELL DRILLING, INC. DBA PRECISION HYDRO**

THIS AMENDMENT NO. 4 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Pacific Coast Well Drilling, Inc. DBA Precision Hydro (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on October 14, 2021 (hereinafter, “Agreement”);

WHEREAS, CONTRACTOR entered into Amendment No. 1 with the Agency on May 13, 2022 to amend the Substantial Completion Date to December 31, 2022;

WHEREAS, CONTRACTOR entered into Amendment No. 2 with the Agency on January 4, 2023 to amend the Substantial Completion Date to December 31, 2023;

WHEREAS, CONTRACTOR entered into Amendment No. 3 with the Agency on January 17, 2024 to amend the Substantial Completion Date to December 31, 2025;

WHEREAS, the Parties wish to amend the Agreement with a two year extension of time for the Substantial Completion Date to continue providing services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.3.2 of the Agreement to read as follows:

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at the well sites by December 31, 2027.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the day and year written below:

Amendment No. 4 Pacific Coast Well Drilling, Inc.
DBA Precision Hydro

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
General Manager

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR

*Contractor Business Name

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Title: _____
(Print Name and Title)

Date: _____

Amendment No. 4 Pacific Coast Well Drilling, Inc.
DBA Precision Hydro



County of Monterey

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-082

November 07, 2025

Introduced: 11/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Fiscal Year 2024-25 Hydroelectric Revenue Summary.(Staff Presenting: Nora Cervantes)

HYDROELECTRIC REVENUE

Imbalance explanation:

The imbalance energy reconciliation is a mechanism contemplated in the contract (based on Exhibit 2 of the Power Purchase Agreement between NCPA and MCWRA) that determines which party pays for imbalances between the meter and the CAISO market schedules:

If the meter is greater than the schedule, then MCWRA pays the difference at the CAISO market RTD LMP (at the resource's PNode);

If the meter is less than the CAISO market schedule, then NCPA pays the difference at the CAISO market DA LMP (at the resource's PNode).

Agency needs to be precise on its power scheduling to minimize imbalances

Exhibit 2

CONTRACT PRICE

Pursuant to Section 3.1(a) and 3.1(c) Buyer shall pay Seller for the Output based on the Contract Price set forth below for the applicable delivery period, subject to adjustment based on the imbalance energy settlement adjustment equations set forth below to account for the differences between Scheduled forecasted Output and metered Output during each applicable ISO settlement interval.

CONTRACT YEAR	PRICE (\$/MWh)
2014	\$ 75.00
2015	\$ 76.13
2016	\$ 77.27
2017	\$ 78.43
2018	\$ 79.60
2019	\$ 80.80
2020	\$ 82.01
2021	\$ 83.24
2022	\$ 84.49
2023	\$ 85.75
2024	\$ 87.04
2025	\$ 88.35
2026	\$ 89.67
2027	\$ 91.02
2028	\$ 92.38
2029	\$ 93.77
2030	\$ 95.17
2031	\$ 96.60
2032	\$ 98.05
2033	\$ 99.52

1. Imbalance Energy Settlement Adjustment

a) If Generating Facility Output MWh_{metered} is greater than Scheduled $MWh_{\text{physical trade}}$ then Seller shall pay to Buyer the following imbalance energy settlement adjustment for each applicable ISO settlement interval:

a. $\max(\$0, RTLMP_{\text{node}}) * \max(0, MWh_{\text{metered}} - MWh_{\text{physical trade}})$

i. Where:

1. $RTLMP_{node}$ is the real-time locational marginal price at the Delivery Point for the applicable ISO settlement interval;
2. $MWh_{metered}$ is the actual metered Output from the Generating Facility for the applicable ISO settlement interval; and
3. $MWh_{physical\ trade}$ is the Scheduled forecasted Output of the Generating Facility for the applicable ISO settlement interval provided from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator through the use of an Inter-SC Trade submitted in the day-ahead market time frame.

b) If Generating Facility Output $MWh_{metered}$ is less than Scheduled $MWh_{physical\ trade}$ then Buyer shall pay to Seller the following imbalance energy settlement adjustment for each applicable ISO settlement interval:

a. $DALMP_{node/APN} * \max(0, MWh_{physical\ trade} - MWh_{metered})$

i. Where:

1. $DALMP_{node/APN}$ is the day-ahead locational marginal price calculated by the ISO at the Delivery Point, the aggregated pricing node (e.g., NP15 EZ Gen Hub), or a combination of such price, based on the quantity and location of the $MWh_{physical\ trade}$ for the applicable ISO settlement interval;
2. $MWh_{metered}$ is the actual metered Output from the Generating Facility for the applicable ISO settlement interval; and
3. $MWh_{physical\ trade}$ is the Scheduled forecasted Output of the Generating Facility for the applicable ISO settlement interval provided from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator through the use of an Inter-SC Trade submitted in the day-ahead market time frame.

HYDROELECTRIC REVENUE

JULY 2023 - JUNE 2024 (FY 2023-2024)

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2023	\$156,072.56	1,829.090	11/6/2023	188699	12/1/2023	(\$2,783.18)	1,829	\$153,289.38
August, 2023	\$238,137.70	2,777.120	12/5/2023	189822	1/2/2024	\$48.33	2,777	\$238,186.03
September, 2023	\$222,285.65	2,592.250	1/4/2024	191232	2/5/2024	(\$2,720.18)	2,592	\$219,565.47
October, 2023	\$168,837.52	1,968.950	2/9/2024	192678	3/7/2024	(\$8,333.93)	1,969	\$160,503.59
November, 2023	\$12,815.21	149.450	3/6/2024	193768	4/3/2024	(\$1,037.26)	149	\$11,777.95
December, 2023	\$5.59	0.070	4/11/2024	195414	5/7/2024	\$514.54	0	\$520.13
January, 2024	\$10,359.59	119.02	5/21/2024	197144	6/18/2024	(\$810.57)	119	\$9,549.02
February, 2024	\$10,398.75	119.47	6/4/2024	11852	7/2/2024	(\$749.38)	119	\$9,649.37
March, 2024	\$163,528.10	1,878.77	7/5/2024	12219	8/2/2024	(\$2,012.78)	1,879	\$161,515.32
April, 2024	\$186,707.40	2,145.08	8/7/2024	12458	8/29/2024	(\$2,821.96)	2,145	\$183,885.44
May, 2024	\$250,568.31	2,878.77	9/4/2024	12562	10/1/2024	(\$1,192.64)	2,879	\$249,375.67
June, 2024	\$226,683.67	2,604.36	10/9/2024	12618	11/5/2024	(\$393.49)	2,604	\$226,290.18
	\$1,646,400.05	19,062.399				(\$22,292.50)	19,062	\$1,624,107.55

* Energy rate change from \$85.75 per MWh to \$87.04 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy

HYDROELECTRIC REVENUE

JULY 2024 - JUNE 2025 (FY 2024-2025)

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2024	\$244,706.60	2,811.430	11/8/2024	203542	12/5/2024	(\$2,048.49)	2,811	\$242,658.11
August, 2024	\$240,401.06	2,761.960	12/10/2024	204655	1/7/2025	(\$2,080.04)	2,762	\$238,321.02
September, 2024	\$201,626.02	2,316.475	1/13/2025	205891	2/6/2025	(\$250.79)	2,316	\$201,375.23
October, 2024	\$19,534.64	224.433	2/7/2025	207013	3/6/2025	(\$697.73)	224	\$18,836.91
November, 2024	\$15,113.43	173.640	3/17/2025	208510	4/10/2025	(\$11.50)	174	\$15,101.93
December, 2024	\$15,756.01	181.020	4/4/2025	209427	5/1/2025	(\$101.75)	181	\$15,654.26
January, 2025	\$13,642.19	154.41	5/6/2025	210659	6/3/2025	(\$211.51)	154	\$13,430.68
February, 2025	\$15,149.22	171.47	6/4/2025	CRA 012759	7/1/2025	(\$820.04)	171	\$14,329.18
March, 2025	\$84,741.02	959.15	7/14/2025	CRA 13149	8/7/2025	(\$4,594.01)	959	\$80,147.01
April, 2025	\$130,939.60	1,482.06	8/4/2025	CRA 13340	8/28/2025	(\$1,843.27)	1,482	\$129,096.33
May, 2025	\$174,811.61	1,978.63	9/5/2025	CRA 13486	10/3/2025	(\$1,738.15)	1,979	\$173,073.46
June, 2025	\$160,245.80	1,978.63	10/14/2025	NO REYE		(\$830.17)	1,979	\$159,415.63
	\$1,316,667.20	15,193.300				(\$15,227.45)	15,193	\$1,301,439.75

* Energy rate change from \$85.75 per MWh to \$87.04 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy



County of Monterey

Item No.6

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-083

November 07, 2025

Introduced: 11/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Monterey One Water Resources Agency program Aug 2025 Financial Report.(Staff Presenting:
Nan Kim)

**Monterey One Water
SVRP Interim Expenditures Report
August 2025**

Monterey One Water (FY 2025-26)
SVRP Interim Expenditures Report - August 2025

10/15/2025

Account Description	WRA Adopted Budget	August 2025 Expenditures	YTD Expenditures	YTD Encumbrances	YTD Total	% Used	FY 2026 Projection (10/15/2025)	Estimated Budget Variance
Salaries, Wages & Bens	1,214,848	111,283	227,331	0	227,331	19%	1,214,848	0
Office Expenses	6,750	0	0	0	0	0%	6,750	0
Information Systems Exp	3,180	0	0	0	0	0%	3,180	0
Professional Services	153,000	2,721	4,362	19,621	23,983	16%	153,000	0
Operating Supplies	60,500	6,171	6,429	0	6,429	11%	60,500	0
Contract Services	84,480	46	46	1,805	1,851	2%	84,480	0
Chemicals	1,718,500	142,736	193,114	0	193,114	11%	1,718,500	0
Utilities	669,919	54,173	64,574	0	64,574	10%	669,919	0
Repairs & Maintenance	468,601	15,127	15,127	112,465	127,591	27%	468,601	0
Sludge Disposal Costs	128,250	0	0	0	0	0%	128,250	0
Indirect Costs	675,414	56,285	112,569	0	112,569	17%	675,414	0
Sub-Total	5,183,442	388,540	623,551	133,891	757,442	15%	5,183,442	0
Capital Outlay	150,000	0	0	0	0	0%	150,000	0
Capital Improvement	380,000	0	73,848	0	73,848	19%	380,000	0
Total Expenditures	5,713,442	388,540	697,399	133,891	831,290	15%	5,713,442	0
Bureau of Reclamation Loan Payment	1,020,000	0	0	0	0	0%	1,020,000	0
Grand Total	6,733,442	388,540	697,399	133,891	831,290	12%	6,733,442	0

expstat.rpt
10/15/2025 4:05PM
Periods: 2 through 2

Expenditure Status Report

Page: 1

MONTEREY ONE WATER
8/1/2025 through 8/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5012-00 WAGES & BENEF.FROM DEPTS.	1,212,098.00	111,282.93	227,330.66	0.00	984,767.34	18.76
Total SALARIES AND WAGE EXPENSE	1,212,098.00	111,282.93	227,330.66	0.00	984,767.34	18.76
5100 EMPLOYEE BENEFITS						
Total EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	1,000.00	0.00	0.00	0.00	1,000.00	0.00
5230-00 CERTIFICATION FEES	250.00	0.00	0.00	0.00	250.00	0.00
5235-00 CONFERENCE/MEETINGS & TRAVEL	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Total EMPLOYEE OTHER BENEFITS	2,750.00	0.00	0.00	0.00	2,750.00	0.00
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
6012-00 OFFICE/COMPUTER EQUIPMENT	3,000.00	0.00	0.00	0.00	3,000.00	0.00
6025-00 PRINTING AND DUPLICATING	250.00	0.00	0.00	0.00	250.00	0.00
6045-00 MEMBERSHIP DUES & PUBLICATIONS	300.00	0.00	0.00	0.00	300.00	0.00
6050-00 POSTAGE AND DELIVERY SERVICE	2,500.00	0.00	0.00	0.00	2,500.00	0.00
6060-00 OFFICE FURNISHINGS	500.00	0.00	0.00	0.00	500.00	0.00
Total OFFICE EXPENSE	6,750.00	0.00	0.00	0.00	6,750.00	0.00
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	3,180.00	0.00	0.00	0.00	3,180.00	0.00
Total INFORMATION SYSTEMS EXPENSE	3,180.00	0.00	0.00	0.00	3,180.00	0.00
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	102,000.00	2,564.10	4,205.25	0.00	97,794.75	4.12
6238-00 TECHNICAL SUPPORT	46,000.00	156.46	156.46	19,621.00	26,222.54	42.99

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Expenditure Status Report

MONTEREY ONE WATER
8/1/2025 through 8/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
6260-00 LEGAL SERVICES	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total PROFESSIONAL SERVICES	153,000.00	2,720.56	4,361.71	19,621.00	129,017.29	15.67
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	5,500.00	781.62	781.62	0.00	4,718.38	14.21
7025-00 LAB CHEMICAL SUPPLIES	13,200.00	4,926.80	4,926.80	0.00	8,273.20	37.32
7030-00 GENERAL LAB SUPPLIES	3,850.00	365.17	365.17	0.00	3,484.83	9.48
7035-00 HOSES	6,000.00	0.00	0.00	0.00	6,000.00	0.00
7040-00 OIL AND GREASE SUPPLIES	1,100.00	0.00	0.00	0.00	1,100.00	0.00
7050-00 PAINT AND PAINT SUPPLIES	250.00	0.00	0.00	0.00	250.00	0.00
7055-00 PROTECTIVE CLOTHING	1,000.00	0.00	0.00	0.00	1,000.00	0.00
7062-00 FILTER MEDIA	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7065-00 SAFETY SUPPLIES	3,500.00	0.00	0.00	0.00	3,500.00	0.00
7070-00 SMALL SHOP TOOLS	550.00	0.00	0.00	0.00	550.00	0.00
7071-00 TOOLS \$250 < \$2499	550.00	0.00	0.00	0.00	550.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	20,000.00	97.22	355.88	0.00	19,644.12	1.78
Total OPERATING SUPPLIES	60,500.00	6,170.81	6,429.47	0.00	54,070.53	10.63
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	16,500.00	46.00	46.00	1,805.00	14,649.00	11.22
7230-00 EQUIPMENT RENTAL	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7240-00 LAUNDRY SERVICES	500.00	0.00	0.00	0.00	500.00	0.00
7270-00 PERMIT FEES	60,060.00	0.00	0.00	0.00	60,060.00	0.00
7271-00 SAFETY CERTIFICATION FEES - EQUIPMENT	2,420.00	0.00	0.00	0.00	2,420.00	0.00
Total CONTRACT SERVICES	84,480.00	46.00	46.00	1,805.00	82,629.00	2.19
7300 CHEMICALS						
7320-00 CHLORINE-RECLAMATION	1,400,000.00	142,736.25	193,113.74	0.00	1,206,886.26	13.79
7355-00 POLYALUMINUM CHLORIDE	300,000.00	0.00	0.00	0.00	300,000.00	0.00
7390-00 SODIUM HYPOCHLORITE	18,500.00	0.00	0.00	0.00	18,500.00	0.00
Total CHEMICALS	1,718,500.00	142,736.25	193,113.74	0.00	1,525,386.26	11.24

Expenditure Status Report

MONTEREY ONE WATER
 8/1/2025 through 8/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
7400 UTILITIES						
7425-00 ELECTRICITY - RECLAMATION	649,669.00	52,526.13	62,291.22	0.00	587,377.78	9.59
7450-00 GAS/NATURAL GAS - RECLAMATION	18,150.00	1,646.56	2,282.73	0.00	15,867.27	12.58
7480-00 TELEPHONE/ALARM - RTP	2,100.00	0.00	0.00	0.00	2,100.00	0.00
Total UTILITIES	669,919.00	54,172.69	64,573.95	0.00	605,345.05	9.64
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	28,875.00	0.00	0.00	0.00	28,875.00	0.00
7615-00 CHLORINATOR/SULFONATOR REPAIR	287,500.00	0.00	0.00	107,219.00	180,281.00	37.29
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	41,800.00	4,255.39	4,255.39	5,245.60	32,299.01	22.73
7625-00 ELECT MOTOR REWINDS & REPAIR	10,450.00	0.00	0.00	0.00	10,450.00	0.00
7645-00 MONITORING/SAFETY EQUIP REPAIR	13,125.00	0.00	0.00	0.00	13,125.00	0.00
7670-00 PUMP REPAIR	29,700.00	10,002.31	10,002.31	0.00	19,697.69	33.68
7678-00 CHEMICAL EQUIP REPAIR-PUMP STN	2,750.00	0.00	0.00	0.00	2,750.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	54,401.00	868.92	868.92	0.00	53,532.08	1.60
Total MAINTENANCE & REPAIRS	468,601.00	15,126.62	15,126.62	112,464.60	341,009.78	27.23
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	128,250.00	0.00	0.00	0.00	128,250.00	0.00
7799-00 INDIRECT COSTS	675,414.00	56,284.50	112,569.00	0.00	562,845.00	16.67
Total REIMBURSEABLE EXPENSES	803,664.00	56,284.50	112,569.00	0.00	691,095.00	14.01
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	150,000.00	0.00	0.00	0.00	150,000.00	0.00
Total NON-OPERATING EXPENSES	150,000.00	0.00	0.00	0.00	150,000.00	0.00
Total SVRP Fund	5,333,442.00	388,540.36	623,551.15	133,890.60	4,576,000.25	14.20
Grand Total	5,333,442.00	388,540.36	623,551.15	133,890.60	4,576,000.25	14.20

FY 2026
Encumbrances as of August 31, 2025

SVRP 04-050		
Vendor Name	Amount	Description
Hach Company	\$ 14,221.00	SVRP Instrument Services
Howard Carter Associates	\$ 5,400.00	SVRP Structure Engineering Design
McCampbell Analytical	\$ 1,805.00	Lab Analysis Services
Telstar Instruments	\$ 107,219.00	SVRP Chlorine Maintenance
Hach Company	\$ 5,245.60	Digital PH Sensor
	\$ -	
Total	\$ 133,890.60	

**Monterey One Water
CSIP Interim Expenditures Report
August 2025**

Monterey One Water (FY 2025-26)

10/15/2025

CSIP Interim Expenditures Report - August 2025

Account Description	WRA Adopted Budget	August 2025 Expenditures	YTD Expenditures	YTD Encumbrances	YTD Total	% Used	FY 2026 Projection (10/15/25)	Estimated Budget Variance
Salaries, Wages & Bens	709,050	47,681	133,311	0	133,311	19%	709,050	0
Office Expenses	2,200	0	0	0	0	0%	2,200	0
Information Systems Exp	3,465	0	0	0	0	0%	3,465	0
Professional Services	120,000	7,186	11,644	12,507	24,151	20%	120,000	0
Operating Supplies	37,334	2,679	2,679	0	2,679	7%	37,334	0
Contract Services	43,000	876	1,172	0	1,172	3%	43,000	0
Utilities	693,580	60,474	70,550	0	70,550	10%	693,580	0
Repairs & Maintenance	112,938	0	0	5,268	5,268	5%	112,938	0
Vehicle Mileage Charges	17,500	0	0	0	0	0%	17,500	0
Indirect Costs	255,065	21,255	42,511	0	42,511	17%	255,065	0
Total Expenditures	1,994,132	140,152	261,866	17,775	279,642	14%	1,994,132	0
Capital Outlay	20,000	0	0	0	0	0%	20,000	0
Capital Improvement	0	0	0	0	0	0%	0	0
Grand Total	2,014,132	140,152	261,866	17,775	279,642	14%	2,014,132	0

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Expenditure Status Report

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MONTEREY ONE WATER
8/1/2025 through 8/31/2025

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5011-00 WAGES & BENEF ALLOCATED TO CIP	0.00	0.00	-240.09	0.00	240.09	0.00
5012-00 WAGES & BENEF.FROM DEPTS.	672,750.00	47,681.45	106,678.18	0.00	566,071.82	15.86
5020-00 OVERTIME	10,000.00	0.00	0.00	0.00	10,000.00	0.00
5030-00 STANDBY PAY	25,000.00	0.00	0.00	0.00	25,000.00	0.00
Total SALARIES AND WAGE EXPENSE	707,750.00	47,681.45	106,438.09	0.00	601,311.91	15.04
5100 EMPLOYEE BENEFITS						
5141-00 PERS - FLAT RATE	0.00	0.00	26,872.43	0.00	-26,872.43	0.00
Total EMPLOYEE BENEFITS	0.00	0.00	26,872.43	0.00	-26,872.43	0.00
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	500.00	0.00	0.00	0.00	500.00	0.00
5230-00 CERTIFICATION FEES	300.00	0.00	0.00	0.00	300.00	0.00
5235-00 CONFERENCE/MEETINGS & TRAVEL	500.00	0.00	0.00	0.00	500.00	0.00
Total EMPLOYEE OTHER BENEFITS	1,300.00	0.00	0.00	0.00	1,300.00	0.00
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
6012-00 OFFICE/COMPUTER EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
6025-00 PRINTING AND DUPLICATING	100.00	0.00	0.00	0.00	100.00	0.00
6045-00 MEMBERSHIP DUES & PUBLICATIONS	700.00	0.00	0.00	0.00	700.00	0.00
6050-00 POSTAGE AND DELIVERY SERVICE	100.00	0.00	0.00	0.00	100.00	0.00
6060-00 OFFICE FURNISHINGS	300.00	0.00	0.00	0.00	300.00	0.00
Total OFFICE EXPENSE	2,200.00	0.00	0.00	0.00	2,200.00	0.00
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	3,465.00	0.00	0.00	0.00	3,465.00	0.00
Total INFORMATION SYSTEMS EXPENSE	3,465.00	0.00	0.00	0.00	3,465.00	0.00

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Expenditure Status Report

MONTEREY ONE WATER
8/1/2025 through 8/31/2025

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	60,000.00	730.00	5,111.75	0.00	54,888.25	8.52
6238-00 TECHNICAL SUPPORT	60,000.00	6,456.46	6,532.64	12,506.92	40,960.44	31.73
Total PROFESSIONAL SERVICES	120,000.00	7,186.46	11,644.39	12,506.92	95,848.69	20.13
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	4,000.00	1,720.62	1,720.62	0.00	2,279.38	43.02
7015-00 SCADA EQUIPMENT& SOFTWARE < \$2499	4,000.00	0.00	0.00	0.00	4,000.00	0.00
7025-00 LAB CHEMICAL SUPPLIES	3,200.00	0.00	0.00	0.00	3,200.00	0.00
7030-00 GENERAL LAB SUPPLIES	2,100.00	368.16	368.16	0.00	1,731.84	17.53
7035-00 HOSES	250.00	0.00	0.00	0.00	250.00	0.00
7040-00 OIL AND GREASE SUPPLIES	3,000.00	0.00	0.00	0.00	3,000.00	0.00
7050-00 PAINT AND PAINT SUPPLIES	600.00	0.00	0.00	0.00	600.00	0.00
7055-00 PROTECTIVE CLOTHING	800.00	0.00	0.00	0.00	800.00	0.00
7065-00 SAFETY SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
7070-00 SMALL SHOP TOOLS	1,100.00	124.35	124.35	0.00	975.65	11.30
7071-00 TOOLS \$250 < \$2499	1,500.00	0.00	0.00	0.00	1,500.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	16,584.00	465.61	465.61	0.00	16,118.39	2.81
Total OPERATING SUPPLIES	37,334.00	2,678.74	2,678.74	0.00	34,655.26	7.18
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	35,000.00	875.65	875.65	0.00	34,124.35	2.50
7230-00 EQUIPMENT RENTAL	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7240-00 LAUNDRY SERVICES	3,000.00	0.00	296.58	0.00	2,703.42	9.89
Total CONTRACT SERVICES	43,000.00	875.65	1,172.23	0.00	41,827.77	2.73
7300 CHEMICALS						
Total CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
7400 UTILITIES						
7425-00 ELECTRICITY-RECLAMATION	690,000.00	60,305.59	70,279.18	0.00	619,720.82	10.19

Expenditure Status Report

MONTEREY ONE WATER
 8/1/2025 through 8/31/2025

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
7440-00 GARBAGE DISPOSAL-RECLAMATION	1,200.00	0.00	0.00	0.00	1,200.00	0.00
7471-00 TELEPHONE-CELLULAR	1,500.00	51.64	51.64	0.00	1,448.36	3.44
7490-00 WATER - DRINKING	880.00	117.26	218.96	0.00	661.04	24.88
Total UTILITIES	693,580.00	60,474.49	70,549.78	0.00	623,030.22	10.17
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	10,000.00	0.00	0.00	0.00	10,000.00	0.00
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	42,263.00	0.00	0.00	5,268.32	36,994.68	12.47
7645-00 MONITORING/SAFETY EQUIP REPAIR	300.00	0.00	0.00	0.00	300.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	60,375.00	0.00	0.00	0.00	60,375.00	0.00
Total MAINTENANCE & REPAIRS	112,938.00	0.00	0.00	5,268.32	107,669.68	4.66
7700 REIMBURSEABLE EXPENSES						
7797-00 VEHICLE MILEAGE CHARGES	17,500.00	0.00	0.00	0.00	17,500.00	0.00
7799-00 INDIRECT COSTS	255,065.00	21,255.42	42,510.80	0.00	212,554.20	16.67
Total REIMBURSEABLE EXPENSES	272,565.00	21,255.42	42,510.80	0.00	230,054.20	15.60
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	20,000.00	0.00	0.00	0.00	20,000.00	0.00
Total NON-OPERATING EXPENSES	20,000.00	0.00	0.00	0.00	20,000.00	0.00
Total CSIP Fund	2,014,132.00	140,152.21	261,866.46	17,775.24	1,734,490.30	13.88
Grand Total	2,014,132.00	140,152.21	261,866.46	17,775.24	1,734,490.30	13.88

FY 2026
Encumbrances as of August 31, 2025

CSIP 05-055		
Vendor Name	Amount	Description
TM Process & Controls	\$ 6,206.92	SCADA Programming
Steven Pallad	\$ 6,300.00	CSIP Weekly Water Use Report
Edges Electrical Group	\$ 5,268.32	CSIP Motortronics
Total	\$ 17,775.24	

**Monterey One Water
SRDF Interim Expenditures Report
August 2025**

Monterey One Water (FY 2025-26)
SRDF Interim Expenditures Report - August 2025

10/15/2025

Account Description	WRA Adopted Budget	August 2025 Expenditures	YTD Expenditures	YTD Encumbrances	YTD Total	% Used	FY 2026 Projection (10/15/25)	Estimated Budget Variance
Salaries, Wages & Bens	140,598	28,974	54,560	0	54,560	39%	140,598	0
Office Expenses	2,500	0	0	0	0	0%	2,500	0
Information Systems Exp	5,460	0	0	0	0	0%	5,460	0
Professional Services	99,000	156	156	4,694	4,850	5%	99,000	0
Operating Supplies	11,200	1,901	1,901	0	1,901	17%	11,200	0
Contract Services	14,800	46	46	0	46	0%	14,800	0
Chemicals	425,500	47,579	64,371	0	64,371	15%	425,500	0
Utilities	603,786	115,937	145,906	0	145,906	24%	603,786	0
Repairs & Maintenance	92,766	0	0	0	0	0%	92,766	0
Sludge Disposal Costs	500	0	0	0	0	0%	500	0
Indirect Costs	202,436	16,870	33,739	0	33,739	17%	202,436	0
Total Expenditures	1,598,546	211,464	300,680	4,694	305,374	19.1%	1,598,546	0
Capital Outlay	0	0	0	0	0	0%	0	0
Capital Improvement	31,250	0	0	0	0	0%	31,250	0
Grand Total	1,629,796	211,464	300,680	4,694	305,374	19%	1,629,796	0

Expenditure Status Report

MONTEREY ONE WATER
8/1/2025 through 8/31/2025

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5012-00 WAGES & BENEF.FROM DEPTS.	140,598.00	28,974.49	54,560.07	0.00	86,037.93	38.81
Total SALARIES AND WAGE EXPENSE	140,598.00	28,974.49	54,560.07	0.00	86,037.93	38.81
5100 EMPLOYEE BENEFITS						
Total EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
5200 EMPLOYEE OTHER BENEFITS						
Total EMPLOYEE OTHER BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
6000 OFFICE EXPENSE						
6012-00 OFFICE/COMPUTER EQUIPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0.00
Total OFFICE EXPENSE	2,500.00	0.00	0.00	0.00	2,500.00	0.00
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	5,460.00	0.00	0.00	0.00	5,460.00	0.00
Total INFORMATION SYSTEMS EXPENSE	5,460.00	0.00	0.00	0.00	5,460.00	0.00
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	55,000.00	0.00	0.00	0.00	55,000.00	0.00
6238-00 TECHNICAL SUPPORT	44,000.00	156.46	156.46	4,693.97	39,149.57	11.02
Total PROFESSIONAL SERVICES	99,000.00	156.46	156.46	4,693.97	94,149.57	4.90
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	1,400.00	1,720.61	1,720.61	0.00	-320.61	122.90
7012-00 OPERATING EQUIPMENT	200.00	0.00	0.00	0.00	200.00	0.00
7015-00 SCADA EQUIPMENT& SOFTWARE < \$2499	1,500.00	0.00	0.00	0.00	1,500.00	0.00
7025-00 LAB CHEMICAL SUPPLIES	3,000.00	0.00	0.00	0.00	3,000.00	0.00
7030-00 GENERAL LAB SUPPLIES	500.00	180.26	180.26	0.00	319.74	36.05

Expenditure Status Report

MONTEREY ONE WATER
8/1/2025 through 8/31/2025

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
7035-00 HOSES/CLAMPS/CONNECTORS	200.00	0.00	0.00	0.00	200.00	0.00
7040-00 OIL AND GREASE SUPPLIES	800.00	0.00	0.00	0.00	800.00	0.00
7050-00 PAINT	500.00	0.00	0.00	0.00	500.00	0.00
7065-00 SAFETY SUPPLIES	300.00	0.00	0.00	0.00	300.00	0.00
7070-00 SMALL SHOP TOOLS < \$250	200.00	0.00	0.00	0.00	200.00	0.00
7071-00 TOOLS \$250 < \$2499	700.00	0.00	0.00	0.00	700.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	1,900.00	0.00	0.00	0.00	1,900.00	0.00
Total OPERATING SUPPLIES	11,200.00	1,900.87	1,900.87	0.00	9,299.13	16.97
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	12,000.00	46.00	46.00	0.00	11,954.00	0.38
7220-00 COMMUNICATIONS EQUIP. AND SERVICE	1,200.00	0.00	0.00	0.00	1,200.00	0.00
7230-00 EQUIPMENT RENTAL	1,600.00	0.00	0.00	0.00	1,600.00	0.00
Total CONTRACT SERVICES	14,800.00	46.00	46.00	0.00	14,754.00	0.31
7300 CHEMICALS						
7320-00 CHLORINE - SRDF	425,500.00	47,578.75	64,371.26	0.00	361,128.74	15.13
Total CHEMICALS	425,500.00	47,578.75	64,371.26	0.00	361,128.74	15.13
7400 UTILITIES						
7425-00 ELECTRICITY - SRDF	603,750.00	115,937.32	145,905.96	0.00	457,844.04	24.17
7471-00 CELLULAR SERVICE	36.00	0.00	0.00	0.00	36.00	0.00
Total UTILITIES	603,786.00	115,937.32	145,905.96	0.00	457,880.04	24.17
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS MAINT & REPAIRS	9,559.00	0.00	0.00	0.00	9,559.00	0.00
7615-00 CHLORINATOR/SULFONATOR MAINT & REPAIR	52,307.00	0.00	0.00	0.00	52,307.00	0.00
7620-00 CNTRL.PANELS/INSTRUMENT MAINT & REPAIR	5,500.00	0.00	0.00	0.00	5,500.00	0.00
7645-00 MONITORING/SAFETY EQUIP MAINT & REPAIR	500.00	0.00	0.00	0.00	500.00	0.00
7670-00 PUMP MAINT & REPAIR-RTP	7,500.00	0.00	0.00	0.00	7,500.00	0.00
7685-00 GENERAL EQUIPMENT MAINT & REPAIR	17,400.00	0.00	0.00	0.00	17,400.00	0.00

Expenditure Status Report

MONTEREY ONE WATER
8/1/2025 through 8/31/2025

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total MAINTENANCE & REPAIRS	92,766.00	0.00	0.00	0.00	92,766.00	0.00
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	500.00	0.00	0.00	0.00	500.00	0.00
7799-00 INDIRECT COSTS	202,436.00	16,869.67	33,739.30	0.00	168,696.70	16.67
Total REIMBURSEABLE EXPENSES	202,936.00	16,869.67	33,739.30	0.00	169,196.70	16.63
8000 NON-OPERATING EXPENSES						
Total NON-OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
Total SRDF Fund	1,598,546.00	211,463.56	300,679.92	4,693.97	1,293,172.11	19.10
Grand Total	1,598,546.00	211,463.56	300,679.92	4,693.97	1,293,172.11	19.10

FY 2026
Encumbrances as of August 31, 2025

SRDF 06-057		
Vendor Name	Amount	Description
TM Process & Controls	\$ 4,693.97	SCADA Programming
Total	\$ 4,693.97	



County of Monterey

Item No.7

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-077

November 07, 2025

Introduced: 10/27/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items.

**AMENDMENT NO. 3
TO
AGREEMENT FOR SERVICES BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY AND
PACIFIC COAST WELL DRILLING, INC. DBA PRECISION HYDRO**

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Pacific Coast Well Drilling, Inc. DBA Precision Hydro (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on October 14, 2021 (hereinafter, “Agreement”);

WHEREAS, CONTRACTOR entered into Amendment No. 1 with the Agency on May 13, 2022 to amend the Substantial Completion Date to December 31, 2022;

WHEREAS, CONTRACTOR entered into Amendment No. 2 with the Agency on January 4, 2023 to amend the Substantial Completion Date to December 31, 2023;

WHEREAS, the Parties wish to amend the Agreement with a two year extension of time for the Substantial Completion Date to continue providing services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.3.2 of the Agreement to read as follows:

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at the well sites by December 31, 2025.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

Amendment No. 3 Pacific Coast Well Drilling DBA
Precision Hydro

MONTEREY COUNTY WATER
RESOURCES AGENCY

DocuSigned by:
By: Ara Ashderian
1F182FFB49A2435
General Manager
Date: 1/17/2024 | 2:32 PM PST

Approved as to Form and Legality
Office of the County Counsel
By: Kelly L. Donlon
22D690CA05A940B...
Assistant County Counsel
Date: 1/16/2024 | 2:58 PM PST

Approved as to Fiscal Provisions
By: Patricia Ruiz
E79EF64E57464F6...
Auditor-Controller
Date: 1/17/2024 | 9:59 AM PST

DocuSigned by:
By: Ezequiel Vega Rios
7D289913E628402...
Administrative Analyst
Date: 1/17/2024 | 10:10 AM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR

Pacific Coast Well Drilling, Inc. DBA PH
*Contractor Business Name
DocuSigned by:
By: Tyson Davis
87C87F628E5A461...
(Signature of Chair, President or Vice President)

Title: President
(Print Name and Title)
Date: 1/16/2024 | 2:56 PM PST

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)
Title: _____
(Print Name and Title)

Date: _____

**AMENDMENT NO. 3
TO
AGREEMENT FOR SERVICES BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY AND
MAGGIORA BROS. DRILLING, INC.**

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Maggiora Bros. Drilling, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 15, 2021 (hereinafter, “Agreement”);

WHEREAS, CONTRACTOR entered into Amendment No. 1 with the Agency on March 13, 2022 to amend the Substantial Completion Date to December 31, 2022;

WHEREAS, CONTRACTOR entered into Amendment No. 2 with the Agency on January 4, 2023 to amend the Substantial Completion Date to December 31, 2023;

WHEREAS, the Parties wish to amend the Agreement with a two year extension of time for the Substantial Completion Date to continue providing services identified in the Agreement and amend Attachment A to reflect the current rate schedule.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.3.2 of the Agreement to read as follows:

2.3.2 Substantial Completion Date:
CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at the well sites by December 31, 2025.
2. Amend Attachment 1 of the Agreement with an updated price schedule.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 Maggiora Bros. Drilling, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

DocuSigned by:
Ara Ayhderian
By: _____
1F182EFB49A2435
General Manager
Date: 2/1/2024 | 12:07 PM PST

**Approved as to Form and Legality
Office of the County Counsel**

DocuSigned by:
Kelly L. Doulon
By: _____
22D690CA05A940B...
Assistant County Counsel
Date: 1/31/2024 | 12:05 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz
By: _____
E79EF64E57454F6...
Auditor-Controller
Date: 1/31/2024 | 1:10 PM PST

DocuSigned by:
Ezequiel Vega Rios
By: _____
7D289943E628402...
Administrative Analyst
Date: 1/31/2024 | 4:57 PM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

**CONTRACTOR:
MAGGIORA BROS DRILLING, INC.**

DocuSigned by:
Michael Maggiora
By: _____
6473676957FB48C...
(Signature of Chair, President or Vice President)
Title: Michael Maggiora Secretary
(Print Name and Title)
Date: 1/31/2024 | 12:03 PM PST

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)
Title: _____
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

January 31, 2024

2024 Amended Price Schedule

Exhibit A – Request for Proposals, Bid Bond Forms, Proposal
Attachment A – Price Schedule

Bid Item	Unit	Unit Price from Contract (9/15/2021)	Contract Adjustment using Unit Price Method (Dec. 2023)
1 – Well Completion Report	Each	\$200.00	\$225.00
2 – Bond	Each	\$1,429.00	No change
3 – Mobilization	Each	\$5,400.00	\$5,700.00
4 – Well pump removal	Each	\$6,000.00	\$6,300.00
5 – Video log	Each	\$2,950.00	\$3,050.00
6 – Cleaning by bailing	Each	\$750.00	\$850.00
7 – Cleaning by airlift	Each	\$4000.00	\$4,500.00
8 – Clean out by drill rig*	LS	Detailed below	No change
9 – Casing perforation	Each	\$10,800.00	\$11,250.00
10 – Grouting **	Each	\$14,000.00	See ** below
11 – Casing/pad removal/disposal	Each	\$6,000.00	\$6,375.00
**25 cu. yds. per site, each additional cubic yard	Cubic yard	\$550	\$595.00
* 8 – Clean out by drill rig			
1 – Mobilization	LS	\$3,500.00	No change
2 – Bit charge per job	Each	\$750.00	No change
3 – Drill rig per day	Day	\$5,700.00	No change
4 – Shaker per day	Day	\$350.00	No change
5 – Back hoe	Day	\$350.00	No change
6 – Fork lift	Day	\$350.00	No change
Bentonite 50 lb bag (10 bag min.)	EA	\$18.00	No change

AMENDMENT No. 2
To the
Agreement between
Monterey County Water Resources Agency and Maggiora Bros. Drilling, Inc.

The undersigned parties hereby agree to amend that certain Agreement between the Monterey County Water Resources Agency (hereinafter "AGENCY") and Maggiora Bros. Drilling, Inc., (hereinafter "CONTRACTOR") executed and effective on September 15, 2021 (hereinafter "Agreement").

Section 2.3.2 of the Agreement is hereby amended to read as follows:

2.3.2. Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by **December 31, 2023.**

All other provisions and terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this Amendment No. 2 as follows:

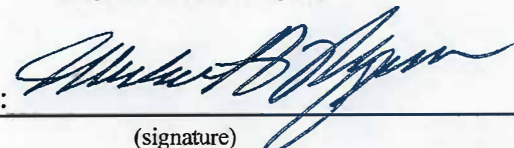
**MONTEREY COUNTY
WATER RESOURCES AGENCY:**

DocuSigned by:

 631A724C33274DD...
 Lew Bauman, Interim General Manager

Dated: 1/4/2023 | 12:25 PM PST

CONTRACTOR:

By: 
 (signature)

Michael F. Maggiora, Corporate Secretary
 (print name and title)*

Dated: 12/27/2022

By: 
 (signature)

Mark D. Maggiora, Corporate Treasurer
 (print name and title)*

Dated: 12/27/2022

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE LOWER SALINAS VALLEY WELL DESTRUCTION PROJECT (GROUPS B AND E), MONTEREY COUNTY, CALIFORNIA

(Amendment No. 2)

* * * * *

Approved as to form:

DocuSigned by:

Kelly L. Donlon

22D6909CA05A940B...

Assistant County Counsel

Dated: 1/3/2023 | 9:38 AM PST

Approved as to fiscal provisions:

DocuSigned by:

Juan Pablo Lopez

A50152F49AD6476...

Administrative Analyst

Dated: 1/4/2023 | 11:33 AM PST

DocuSigned by:

Jennifer Forsyth

4E7E657875454AE...

Auditor-Controller

Dated: 1/3/2023 | 4:04 PM PST

AMENDMENT No. 1
Change Order
To the
Agreement between
Monterey County Water Resources Agency and Maggiora Bros. Drilling, Inc.

The undersigned parties hereby agree to amend that certain Agreement between the Monterey County Water Resources Agency (hereinafter "AGENCY") and Maggiora Bros. Drilling, Inc., (hereinafter "CONTRACTOR") executed and effective on September 15, 2021 (hereinafter "Agreement").

Section 2.3.2 of the Agreement is hereby amended to read as follows:

2.3.2. Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by **December 31, 2022.**

All other provisions and terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this Amendment No. 1 as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY:**

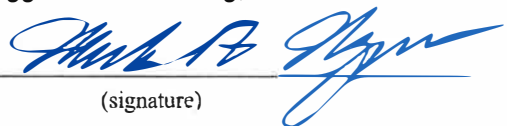


Brent Buche, General Manager

Dated: 3 / 11 / 2022

CONTRACTOR:

Maggiora Bros. Drilling, Inc..

By: 

(signature)

Michael F. Maggiora - Secretary

(print name and title)*

Dated: March 07, 2022

By: _____

(signature)

(print name and title)*

Dated: _____

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

**PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE
LOWER SALINAS VALLEY WELL DESTRUCTION PROJECT
(GROUPS B AND E), MONTEREY COUNTY, CALIFORNIA**

(Amendment No. 1)

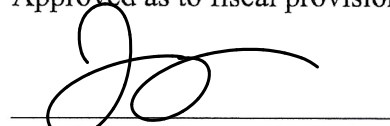
* * * * *

Approved as to form:

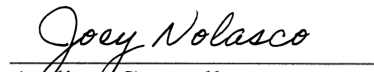

Assistant County Counsel

Dated: March 8, 2022

Approved as to fiscal provisions:


Administrative Analyst

Dated: 03/11/2022


Auditor-Controller

Dated: 3/10/22

AGREEMENT

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California

THIS AGREEMENT (hereinafter, the "AGREEMENT"), is made and entered into by and between the MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter, the "AGENCY"), and **Maggiora Bros. Drilling, Inc.** (hereinafter the "CONTRACTOR").

RECITALS:

1. The AGENCY solicited request for proposals for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California; and,
2. CONTRACTOR submitted the lowest responsive and responsible proposal to complete destruction of wells in Groups B and E for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California.

ARTICLE 1: SCOPE OF WORK

- 1.1 The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to perform well destruction work and complete in a good, expeditious, workmanlike, and substantial manner, the project: Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California (hereinafter the "Project").
- 1.2 All work shall be completed in strict conformance with this AGREEMENT, the plans, specifications, and working details set forth in contract documents listed below, incorporated herein by this reference and attached hereto as Exhibits, and to the satisfaction of Agency:
 - Exhibit A: Contract Documents Part 1 – Request for Proposal, Bid Bond Forms, and Proposal.
 - Exhibit B: Contract Documents Part 2 – Technical Specifications and Attachments.
 - Exhibit C: Completed CONTRACTOR's Payment and Performance Bonds.
 - Exhibit D: CONTRACTOR's Certificate(s) of Insurance.
 - Exhibit E: CONTRACTOR's Additional Insured Insurance Policy Endorsements.
- 1.3 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

Permits from other agencies as may be required by law govern over Change Orders,
Change Orders govern over this AGREEMENT,
AGREEMENT governs over Bid Addenda,
Bid Addenda govern over CONTRACTOR's proposal,
CONTRACTOR's proposal governs over Bid Form,
Bid Form governs over Technical Specifications,
Technical Specifications govern over Drawings,
Drawings govern over Referenced Standard Specifications.

With respect to the Drawings, the order of precedence is as follows:

Figures govern over scaled dimensions,
Detail drawings govern over general drawings,
Addenda/change order drawings govern over Contract drawings,
Contract drawings govern over standard drawings.

ARTICLE 2: TIME FOR START AND COMPLETION

2.1 This AGREEMENT commences on the date mentioned on the Notice to Proceed.

2.2 Status Check: Six (6) months after the Notice to Proceed, the AGENCY will perform a Status Check to evaluate the CONTRACTOR's performance.

2.3 Substantial Completion:

2.3.1 Substantial Completion Defined:

Substantial Completion is defined as completion of all work except demobilization and final clean-up, as follows:

Before final acceptance of the WORK, all grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by CONTRACTOR of all rubbish, excess materials, temporary structures, and equipment used in the WORK; and all parts of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by November 18, 2022.

2.4 Final Completion:

2.4.1 Final Completion Defined:

Final Completion is defined as completion of all required work under this AGREEMENT.

2.4.2 Final Completion Date:

CONTRACTOR shall achieve Final Completion within fifteen (15) calendar days after the date of Substantial Completion.

2.5 Weekly Progress Meetings:

CONTRACTOR's project representative shall meet weekly with AGENCY, or AGENCY's designated representative, to report on progress of the work, schedule for upcoming work and coordinate activities between the parties as needed.

2.6 Notices of Completion:

CONTRACTOR shall give reasonable notice to AGENCY as to when Substantial Completion and Final Completion are anticipated and CONTRACTOR and AGENCY shall inspect the work.

AGENCY shall notify CONTRACTOR in writing of any incomplete or deficient work and CONTRACTOR shall complete such work or remedy such deficiencies. AGENCY shall not unreasonably withhold inspection of or certification of Substantial Completion or Final Completion. Upon final Completion, the AGENCY shall file a Notice of Completion with the Monterey County Recorder.

ARTICLE 3: CONTRACT PRICE

- 3.1** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a lump sum basis per completed bid item, except for those items described in Article 3, Section 3.2, in accordance with the terms contained in the "Contractor Bid – 6/28/2021" for well groups B and E attached hereto, up to a total amount of **\$1,992,644**.
- 3.2** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a unit price basis per completed bid item for "Clean out by Drill Rig" and "Grouting" bid items in accordance with the terms contained in the "Contractor Bid – 6/28/2021" for well groups B and E attached hereto. If "Clean out by Drill Rig" is required, CONTRACTOR shall notify and obtain approval from AGENCY in advance of beginning the task. If "Grouting" in excess of the twenty-five (25) cubic yards included in the bid item is required, CONTRACTOR shall be paid for the actual quantity of materials used for the work and such quantities must be supported by field measurements and receipts verified by AGENCY.
- 3.3** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would be given certain wells to destroy that are not in groups B and E and, if the Option is exercised, the work assigned under the Option would be completed at the cost presented in the CONTRACTOR's original proposal. If the AGENCY exercises the Option, the Parties will do so via written Change Order.
- 3.4** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would forego destruction of certain wells in well groups B and E and, if the Option is exercised, the work taken away under the Option would be reduced from the total

AGREEMENT price. If the AGENCY exercises the Option, the Parties will do so via written Change Order.

- 3.5 Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in Article 4 below.
- 3.6 Retention of five percent (5%) of each approved progress payment will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR.
- 3.7 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.
- 3.8 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from AGENCY via written Change Order.

ARTICLE 4: CHANGE ORDERS

- 4.1 **Change Order:** "Change Order" means a written modification of the AGREEMENT between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.
- 4.2 **Change Order Proposal:** "Change Order Proposal" means a CONTRACTOR-generated document in response to a Change Order Request (COR).
- 4.3 **Change Order Request:** "Change Order Request" (COR) means a document which informs the CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.
- 4.4 **Change Orders:** The AGENCY, without invalidating the AGREEMENT, may order changes in the work within the general scope of the AGREEMENT consisting of additions, deletions, or other revisions. The AGREEMENT shall be adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the AGREEMENT documents. The AGREEMENT sum may be changed only by change order.

The amount to be paid to the CONTRACTOR pursuant to the AGREEMENT shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if the CONTRACTOR should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the CONTRACTOR of any claim for an increase in the Contract Sum on account thereof. Upon receipt of a written Change Order, the CONTRACTOR shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the contract sum has not yet been determined. All Changes in the Work shall be performed in accordance with the AGREEMENT.

4.5 Method to Calculate Adjustments in Contract Price:

Determination of the method to be used to calculate adjustments in the AGREEMENT Price shall be at the sole discretion of the AGENCY. The use by the CONTRACTOR of the Total Cost Method (calculating the total sum of expenses incurred on the project, less amounts paid,

marked up by overhead and profit) of pricing changes and claims is expressly prohibited (provided however, the AGENCY may use a “make whole” analysis to determine the reasonableness of the CONTRACTOR’s claim). One of the following methods shall be used:

- A. Unit Price Method;
- B. Firm Fixed Price Method (also known as Lump Sum); or
- C. Time and Materials Method.

4.5.1 Unit Price Method:

1. Whenever AGENCY or its representative authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY’s authorization shall clearly state the:
 - a. Scope of Work to be performed;
 - b. Applicable Unit Price; and
 - c. Not to exceed amount of reimbursement as established by the AGENCY.
2. The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit.
3. CONTRACTOR shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by AGENCY.

4.5.2 Firm Fixed Price Method:

1. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as the total compensation for the performance of changed work.
2. Any adjustments to the AGREEMENT Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit.
3. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Total Fixed Price payment for performing such work.

4.5.3 Time and Materials Method:

1. Whenever the AGENCY authorizes the CONTRACTOR to perform Work on a Time and Materials basis, AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Not to exceed amount of reimbursement as established by the AGENCY.
2. CONTRACTOR shall:
 - a. Cooperate with AGENCY and assist in monitoring the Work being performed;

- b. The CONTRACTOR's and subcontractors' labor hours, materials, and equipment charged to work under the Time and Materials Method shall be substantiated by detailed time cards or logs completed on a daily basis before the close of business each working day. The CONTRACTOR shall initial each time card and/or log at the close of each working day. Records of the CONTRACTOR and subcontractors pertaining to work paid for on a Time and Material method shall be maintained and available for inspection as requested by the AGENCY or its representatives;
 - c. Perform all work in accordance with this provision as efficiently as possible; and
 - d. Not exceed any cost limit(s) without AGENCY's prior written approval.
3. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR's requested price adjustment.

4.6 Unallowable Costs:

No change in the Contract Price shall be allowed to the extent (1) CONTRACTOR's changed cost of performance is due to the fault, acts, or omissions of CONTRACTOR, or anyone for whose acts or omissions CONTRACTOR is responsible; (2) the change is concurrently caused by CONTRACTOR and AGENCY; or (3) the change is caused by an act of *Force Majeure*.

The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to, unallowable costs. Unallowable costs include, but are not limited to: (1) interest or attorney's fees of any type other than those mandated by California statutes; (2) claim preparation or filing costs; (3) the cost of preparing or reviewing Change Proposals or Requests for Change Orders; (4) lost profits, lost income or earnings; (5) rescheduling costs; (6) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work and is not scheduled to be used at the Site; (7) lost earnings or interest on unpaid retention; (8) claims consulting costs; (9) the costs of corporate officers or staff visiting the Site or participating in meetings with the AGENCY; (10) any compensation due to the fluctuation of foreign currency conversions or exchange rates; (11) loss of other business; and (12) any other special, consequential, or incidental damages incurred by the CONTRACTOR or subcontractors.

4.7 Signatures on Change Orders:

A change order shall be in writing and shall be signed by the AGENCY's General Manager, or his or her designee. Except as otherwise provided herein, the change order shall also be signed by the CONTRACTOR in order to be effective, indicating the CONTRACTOR's consent to the changes made.

4.8 Changes Requiring an Increase in Contract Sum:

- 4.8.1 If the AGENCY elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a lump sum proposal shall not be deemed an election by the AGENCY to have the Change in the Work performed on a lump sum basis.
- 4.8.2 If the AGENCY elects to have the Change in the work performed on a unit-cost basis, its election shall be based on a unit price proposal which shall be submitted by the

CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a unit price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a unit price basis.

- 4.8.3 If the AGENCY elects to have the Change in the work performed on a time and material basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by the CONTRACTOR within five (5) workdays of the AGENCY's request, but the AGENCY's request for a time and materials price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a time and materials basis.
- 4.8.4 Nothing herein contained shall preclude the AGENCY from requesting a lump sum proposal, a unit price proposal, and a time and materials price proposal, or any two of those, with respect to the same Change in the Work, in which event, the CONTRACTOR shall submit all proposals requested.
- 4.8.5 Until such time as the AGENCY makes its election under this paragraph, the CONTRACTOR shall submit daily time and material tickets to the AGENCY as required under subparagraph 4.8.3, which shall be subject to authentication as therein provided. At such time as the AGENCY makes its election under this paragraph, an appropriate Change Order will be issued; provided however, that until such time, the AGENCY shall pay to the CONTRACTOR up to the AGENCY's reasonable estimated value of the Change in the Work.

4.9 Changes Requiring a Decrease in Contract Sum:

If the Change in the Work will result in a decrease in the contract sum, the AGENCY may request a quotation by the CONTRACTOR of the amount of such decrease for use in preparing a Change Order. The CONTRACTOR's quotation shall be forwarded to the AGENCY within five (5) days of the AGENCY's request and, if acceptable to the AGENCY, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the work, as determined by the AGENCY in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

4.10 Disputes Regarding Changes:

If any dispute should arise between the parties with respect to an increase or decrease in the AGREEMENT Sum or an expansion or contraction in the contract time as a result of a Change in the Work, the CONTRACTOR shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the AGENCY in writing. The AGENCY shall, however, pay to the CONTRACTOR up to the AGENCY's reasonable estimate of the value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the AGREEMENT Sum; and the AGENCY shall have the right to decrease the AGREEMENT Sum to the AGENCY's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the contract sum.

4.11 Limitations:

Except as expressly provided by this Section, there shall be no change whatsoever in the plans and specifications and in the work. CONTRACTOR shall not vary the work, the AGREEMENT documents, or change, add to or omit any element, component part, or portion of the work without the express written consent of AGENCY's Project Manager contained in an executed change order or field order as herein provided. AGENCY shall not be liable for the cost for any extra work or any substitutions, changes, additions, omissions, or deviations from the plans and specifications unless the same have been authorized by and the cost thereof approved in writing by change order. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension shall be made at the time changes in the work are ordered and such duly adjusted in writing by AGENCY. CONTRACTOR recognizes and acknowledges that timely completion of the work is paramount and that its duty is to proceed with the work in accordance with the AGREEMENT, notwithstanding any request for change in the work, to the extent that proceeding is reasonable and feasible under the circumstances.

ARTICLE 5: WARRANTIES

- 5.1** CONTRACTOR shall warrant the work performed under this AGREEMENT against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of Substantial Completion.
- 5.2** CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the AGENCY, or immediate family of an employee of the AGENCY.
- 5.3** CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.4** CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. Any person in the employ of the CONTRACTOR whom the AGENCY may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on it except with the written consent of the AGENCY.

ARTICLE 6: INDEMNIFICATION

- 6.1** CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses

arise out of the sole negligence or willful misconduct of AGENCY. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

ARTICLE 7: INVOICES AND PURCHASE ORDERS

7.1 Invoice amounts shall be billed directly to the AGENCY, and delivered to:

ATTN: Tamara Voss
 Monterey County Water Resources Agency
 Street Address: 1441 Schilling Place – North Building, Salinas, CA 93901
 Mail Address: P.O. Box 930, Salinas, CA 93902

7.2 CONTRACTOR shall reference the Project Name and contract number on all invoices submitted to AGENCY. CONTRACTOR shall submit such invoices monthly or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed as called for in the Bid Form and such other information pertinent to the invoice. AGENCY shall certify the invoice, either in the requested amount or in such other amount as AGENCY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to AGENCY Auditor-Controller for payment. AGENCY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.3 **Unauthorized Surcharges or Fees:**

Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by AGENCY. Surcharges and additional fees not included in the AGREEMENT must be approved by AGENCY in writing via Change Order.

ARTICLE 8: BOND REQUIREMENTS

The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount one hundred percent (100%) of the contract total price as security for the faithful performance and payment of all CONTRACTOR’s obligations under the AGREEMENT. These Bonds shall remain in effect until the bonded obligations are satisfied in full, provided that if any lawsuit is filed to enforce such obligations the bonds shall remain in effect until said lawsuit is finally resolved and any judgment satisfied, except as otherwise provided by law or regulation.

ARTICLE 9: INSURANCE

9.1 **Evidence of Coverage:**

9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the AGENCY. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by AGENCY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.1.3 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the AGENCY.

9.2 Insurance Coverage Requirements:

9.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

9.2.2 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate.

9.2.3 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

9.2.4 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

9.3 Other Insurance Requirements:

9.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to AGENCY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

9.3.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for

CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

9.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, its officers, agents, and employees as an Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance maintained by the AGENCY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

9.3.4 Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with the AGENCY's contract administrator, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new, or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

9.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by AGENCY, annual certificates to the AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate this AGREEMENT immediately.

ARTICLE 10: OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

10.1 Independent CONTRACTOR:

CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of the AGENCY, nor immediate family of an employee of the AGENCY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage:

CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty percent (50%) of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

ARTICLE 11: SAFETY

11.1 CONTRACTOR's Responsibility for Safety:

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (a) All employees on the work and all other persons who may be affected thereby;
- (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the CONTRACTOR or any subcontractor; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 Compliance with Safety Requirements:

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

11.3 Trench Safety:

For all trenches to be made in connection with the work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. If such plan varies from the shoring system standards, a registered civil or structural engineer shall prepare the plan. The plan shall be reviewed, and must receive approval as adequate to protect worker safety, by the AGENCY or by a registered civil or structural engineer employed by the AGENCY, in advance of excavation. The shoring, sloping, or protective system must be at least as effective as that required by the Construction Safety Orders. (See California Labor Code section 6705.)

11.4 Hazardous Substances:

The term "hazardous substance" means any substance on the list of hazardous substances established by the Director of Industrial Relations pursuant to the California Labor Code Section 6382, which includes asbestos, lead, toxic chemicals, contaminants, any substance designated by the Environmental Protection Agency as a hazardous substance, and other pollutants and contaminants.

11.4.1 If CONTRACTOR encounters on the property any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, i.e., not potentially hazardous to human health, CONTRACTOR shall immediately stop work in the area affected and report the condition to the AGENCY's Project Manager in writing.

11.4.2 Neither the CONTRACTOR nor any subcontractor shall cause or permit any Hazardous Substance to be brought upon the property or used in the work without the prior written consent of the AGENCY. CONTRACTOR and each subcontractor shall comply with all laws regarding the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the property by CONTRACTOR, its subcontractors, and/or their personnel.

11.4.3 Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance in any of Hazardous Substances shall only be performed by the CONTRACTOR or any subcontractor licensed and certified to perform the work. Any hazardous substance abatement or remediation work will be performed in such a way that is legally consistent with the recommendations of the AGENCY, other appropriate governmental agencies, and all applicable laws.

11.4.4 If there is a Hazardous Substance on the property, CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fences, and covered walkways required to protect the health and safety of passersby as required by this Agreement, prudent construction practices, and all applicable laws.

11.5 CONTRACTOR's Safety Monitoring:

The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the AGENCY.

11.6 Unsafe Loading:

The CONTRACTOR shall not load or permit any part of the work to be loaded so as to endanger its safety.

11.7 Emergencies:

In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in Article 4 for changes in the work.

11.8 Accidents:

CONTRACTOR shall promptly report in writing to the AGENCY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or off the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR shall report the accident immediately to the Project Manager by telephone or messenger. CONTRACTOR shall thereafter promptly report the facts in writing to the AGENCY giving full details of the accident.

ARTICLE 12: SUBCONTRACTORS**12.1 No Contractual Relationship between AGENCY and Subcontractors:**

Nothing contained in the AGREEMENT shall create any contractual relation between the AGENCY and any subcontractor.

12.2 Work Performed by Subcontractors; Substitutions:

Subcontracted work shall be performed only by the subcontractors identified in CONTRACTOR's bid documents. Substitution of subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq. Subcontractors are to be registered with the California Division of Industrial Relations.

12.3 Contracts with Subcontractors:

All work performed for the CONTRACTOR by a subcontractor shall be pursuant to a written agreement between the CONTRACTOR and the subcontractor (and where appropriate, between subcontractors and sub-subcontractors). All such agreements shall require performance by the subcontractors in conformity with the terms of this contract, and shall include all the terms of this contract, which are applicable to subcontractors.

12.4 Payments to Subcontractors:

12.4.1 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the AGENCY, any amount equal to the percentage of completion allowed to the CONTRACTOR on account of such subcontractor's work, less the percentage retained from payments to the CONTRACTOR. The CONTRACTOR shall also require each subcontractor to make similar payments to his subcontractors. The AGENCY shall have the right, but not the obligation, to issue payment by joint checks payable to the order of CONTRACTOR and any of its subcontractors.

12.4.2 If the AGENCY fails to issue a certificate for payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular subcontractor, the CONTRACTOR shall pay the subcontractor on demand, made at any time after the certificate for payment should otherwise have been issued, for ITS work to the extent completed, less the retained percentage.

12.4.3 The AGENCY shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law. All monies paid to CONTRACTOR hereunder shall immediately become and constitute a trust fund and shall be applied by CONTRACTOR for the benefit of all persons supplying labor, materials or equipment in connection with the work and shall not be diverted to any other purpose until the claims of such persons have been discharged.

12.5 Information Provided to Subcontractors:

The AGENCY'S Project Manager may, on request and at his or her discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such subcontractors.

12.6 CONTRACTOR's Responsibility for Work of Subcontractors:

CONTRACTOR shall be as fully responsible to AGENCY for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by the subcontractors, as it is for acts and omissions of persons directly employed by it.

ARTICLE 13: LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE AGENCY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE AGENCY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE AGENCY THE SUM OF **TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) PER DAY** FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE AGENCY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 14: RECORDS AND CONFIDENTIALITY

14.1 Confidentiality:

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the AGENCY or prepared in connection with the performance of this AGREEMENT, unless AGENCY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to AGENCY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

14.2 AGENCY Records:

When this AGREEMENT expires or terminates, CONTRACTOR shall return to AGENCY any AGENCY records which CONTRACTOR used or received from AGENCY to perform services under this AGREEMENT.

14.3 Maintenance of Records:

CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and AGENCY rules and regulations related to services performed under this AGREEMENT.

14.4 Access to and Audit of Records:

AGENCY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of AGENCY or as part of any audit of AGENCY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three (3) years after final payment under the AGREEMENT.

ARTICLE 15: CONFLICT OF INTEREST PROHIBITION

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

ARTICLE 16: COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

16.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of Services under this AGREEMENT, with the following exceptions to be procured by the AGENCY:

- Monterey County Health Department Well Destruction Permit pursuant to Monterey County Code Chapter 15.08.

16.2 CONTRACTOR shall report immediately to the AGENCY, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 16.3** All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

ARTICLE 17: EMPLOYMENT PRACTICES

17.1 Non-Discrimination in Employment Practices:

CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.

17.1.1. "Discrimination" Defined:

As used in this AGREEMENT, the term "discrimination" includes but is not limited to the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act or retaliation.

17.1.2. Application of Monterey County Code, Chapter 2.80:

The provisions of Monterey County Code Chapter 2.80, apply to activities conducted pursuant to this AGREEMENT. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the Owner within the meaning of Chapter 2.80, and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR, subcontractor(s), or any of their employees or agents against the Owner may be investigated and resolved using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees, agents and third parties, and shall provide a copy of such procedures to the AGENCY upon demand by the AGENCY.

17.1.3 Compliance with Laws:

During the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including but not limited to the following:

- (a) California Labor Code section 1735;
- (b) California Fair Employment and Housing Act, Government Code sections 12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, sections 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- (c) California Government Code sections 11135 - 11139.5 (Title 2, Div. 3, Part 1, Chap.1, Art. 9.5) and any applicable administrative regulations issued thereunder;

(d) Federal Civil Rights Acts of 1964 and 1991 (see especially Title VII, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(e) The Rehabilitation Act of 1973, sections 503 and 504 (29 USC sections 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(f) Americans With Disabilities Act of 1990 (P.L. 101- 336), as amended, 42 USC sections 12101 et seq., and 47 USC sections 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;

(g) Unruh Civil Rights Act, California Civil Code sections 51 et seq.; and

(h) Monterey County Code Chapter 2.80, as amended and procedures issued pursuant thereto.

18.1.4 Written Assurances:

Upon request by the AGENCY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and/or Executive Order 11246, as may be required by the federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable state or federal regulations.

17.1.5 Written Non-Discrimination Policy:

CONTRACTOR shall maintain a written statement of its non-discrimination policies, which shall be consistent with the terms of this AGREEMENT. Such statement shall be available to the AGENCY, CONTRACTOR's employees, and members of the public, upon request.

17.1.6 Access to Records by Government Agencies:

CONTRACTOR shall permit access by the AGENCY and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state agency providing funds for this AGREEMENT upon reasonable notice at any time during normal business hours, but in no case on less than 24-hour notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

17.1.7 Binding on Subcontractors:

The provisions of Article above shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this AGREEMENT.

17.2 Eight-hour Day, 40-Hour Week:

No work shall be performed by employees of CONTRACTORS in excess of eight (8) hours per day or forty (40) hours during any one week, unless such employees are compensated for all such excess hours at not less than one-and-one-half times the basic rate of pay, as provided in Labor Code section 1815. Holiday work when permitted by law shall also be compensated at not less than one-and-one-half times the basic rate of pay.

17.2.1 Penalties:

Pursuant to California Labor Code Section 1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code sections 1810-1815.

17.2.2 Approvals:

CONTRACTOR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent such compensation is approved in writing by AGENCY Project Manager in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit, unless agreed otherwise by AGENCY.

17.3 Prevailing Wages:

17.3.1 Prevailing Wage Rates Determined:

The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with California Labor Code (sections 1720, et seq.). Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the AGENCY offices located at 1441 Schilling Place, Salinas, California. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

17.3.2 Payment of Prevailing Wage Rates Required:

CONTRACTOR and all subcontractors performing work under this AGREEMENT shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code section 1771.

17.3.3 Penalties:

Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code section 1775.

17.4 Payroll Records:

17.4.1 Compliance with California Labor Code Section 1776:

CONTRACTOR and all subcontractors shall comply with California Labor Code section 1776, the requirements of which are set forth in this article. The CONTRACTOR shall be responsible for compliance with these provisions by his subcontractors.

17.4.2. Accurate Payroll Records Required:

CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.

17.4.3 Certification and Inspection of Payroll Records:

The payroll records enumerated under paragraph 17.4.2 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR or subcontractor on the following basis:

- (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available for inspection, or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR.

17.4.4 Filing of Records:

The CONTRACTOR and each subcontractor shall file a certified copy of the records enumerated in paragraph 17.4.2 with the entity that requested such records within ten (10) days after receipt of a written request.

17.4.5 Elimination of Personal Identification:

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or

furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 USC section 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

17.4.6 Notice to AGENCY Concerning Location of Records:

The CONTRACTOR and each subcontractor shall inform the AGENCY as to the location of the records enumerated under paragraph 17.4.2, including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.

17.4.7 Notice of Non-Compliance; Penalties:

In the event of non-compliance with the requirements of this section, the CONTRACTOR or subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR or subcontractor must comply with this section. Should non-compliance still be evident after such ten (10) day period, the CONTRACTOR or subcontractor shall, as a penalty to the AGENCY, forfeit twenty-five (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

ARTICLE 18: GENERAL TERMS AND CONDITIONS

18.1 Notice:

Notices required under this AGREEMENT shall be in writing and delivered personally or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give AGENCY prompt notice of any change of address. Unless changed according to these notice provisions, notices shall be addressed to:

TO AGENCY:

Attn: Tamara Voss
Monterey County Water Resources
Agency
P.O. Box 930
Salinas, CA 93902
Tel: (831) 755-4860
Fax: (831) 424-7935
Email: vosstl@co.monterey.ca.us

TO CONTRACTOR:

Attn: Michael F. Maggiora
Maggiora Bros. Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

Tel: 831-724-1338
Fax: 831-724-3228
Email: watsonville@maggiorabros.com

"Notice" shall be included in the subject line. Notice by facsimile or electronic mail shall not constitute "Notice" under this section.

18.2 Governing Law:

This Agreement is made under and will in all respects be interpreted, enforced and governed by the laws of the State of California, without regard to that state's conflict of laws principles.

18.3 Amendment:

This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the Parties.

18.4 Non-Waiver:

No course of dealing between or among the Parties shall be deemed to affect, modify, amend or discharge any provision or term of this AGREEMENT. No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall operate as waiver hereof, and so single or partial exercise of any such right or remedy shall preclude other or future exercise thereof. This AGREEMENT is the result of good faith negotiations and compromise.

18.5 Controlling Jurisdiction:

18.5.1 Any dispute that arises under or relates to this AGREEMENT shall be resolved in the Superior Court of California in Monterey County, California.

18.5.2 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

18.5.3 The Parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

18.5.4 Amounts Not Paid Timely. Amounts not paid in a timely manner as required by this Article shall bear interest at seven percent (7%) per annum.

ARTICLE 19: OTHER PROVISIONS

19.1 In order to induce AGENCY to enter into this AGREEMENT, CONTRACTOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this AGREEMENT, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

19.2 CONTRACTOR shall not assign any portion of the AGREEMENT.

19.3 Should any part, term or provision of this AGREEMENT or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void

or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this AGREEMENT and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the AGREEMENT is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the AGREEMENT, that provision is deemed included in that portion).

- 19.4** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed will be kept by CONTRACTOR, as determined by Director of the State of California Department of Industrial Relations and shall be made available to any interested party on request. Pursuant to California Labor Code sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR shall comply with such provisions before commencing the performance of the AGREEMENT.
- 19.7** AGENCY shall have the right to review all phases of CONTRACTOR's plans to perform the work under this AGREEMENT.

[Page intentionally left blank]

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

**MONTEREY COUNTY
WATER RESOURCES AGENCY**



Brent Buche
General Manager

E-signed 9/15/21

Date

CONTRACTOR

NAME: Maggiora Bros. Drilling, Inc.



Signed *

Michael F. Maggiora

Print Name

Secretary

Title
08-25-21

Date



Signed *

Mark D. Maggiora

Print Name

Treasurer

Title

08-25-21

Date

- * If CONTRACTOR is a corporation (including limited liability and non-profit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:



Senior Deputy County Counsel

September 14, 2021

Date

Risk Management

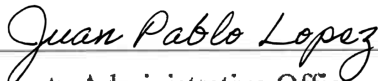
Date



Auditor-Controller's Office

9-14-2021

Date



County Administrative Office

9/14/2021

Date

EXHIBIT A

Request for Proposals, Bid Bond Forms, Proposal

BID BOND

(Public Contract Code sections: 20129, 20929)

WHEREAS the Principal has submitted the accompanying bid dated June 12, 2021, to the Monterey County Water Resources Agency, for the following project: **WELL DESTRUCTION FOR THE PROTECTION OF DOMESTIC DRINKING WATER SUPPLIES FOR THE LOWER SALINAS VALLEY PROJECT**, and

WHEREAS, Principal, as Bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we Maggiora Bros. Drilling, Inc. as
Principal, and Hudson Insurance Company

are held and firmly bound unto the Monterey County Water Resources Agency in the Penal Sum of _____ as Surety,
Ten Percent of the Amount Bid _____ Dollars
\$ 10%

(\$ 10%), which sum is not less than ten percent (10%) of the base bid amount including all alternates of the Principal submitted to the Monterey County Water Resources Agency for the above described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the Monterey County Water Resources Agency as may be required by said contract documents, and (3) files a performance bond and a payment bond with the Monterey County Water Resources Agency, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the Monterey County Water Resources Agency brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Monterey County Water Resources Agency in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 15th day of June 20 21, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

authority of its governing body.

(Corporate Seal)

Maggiora Bros. Drilling, Inc.

Principal

By:

Print Name:

Title:

Michael B. Maggiora
Michael F. Maggiora
Secretary

(Corporate Seal)

Hudson Insurance Company

Surety

By:

Print Name:

Title:

Catherine A. Pinney
Attorney in Fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)On June 15, 2024 before me, Stacy M. Clinton, Notary Public

Date

Here Insert Name and Title of the Officer

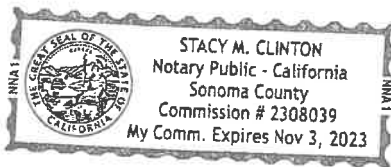
personally appeared Catherine A. Pinney

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 30th day of October, 20 17 at New York, New York.



Attest...

Dina Daskalakis
Corporate Secretary

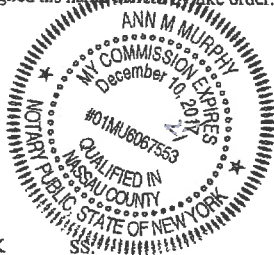
HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 30th day of October, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Corporation this 15th day of June, 20 21.



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

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Attachment B – Local Business Declaration Form

SECTION 6 – Exceptions

SECTION 7 – Appendix

Section 5 – Scope of Work Requirements – F. Construction Schedule and Safety Plan

- 1. Construction Schedule – Explanation/example*
- 2. Completion Time*
- 3. Safety Plan*

MAGGIORA BROS. DRILLING, INC.

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595 Airport Blvd.
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June 17, 2021

Monterey County Water Resources Agency
RFP #21-001

Well Destruction for the Protection of Domestic Drinking Water Supplies
for the Lower Salinas Valley Project

Maggiore Bros. Drilling, Inc. is please to submit this proposal to MCWRA for the destruction of 105 Water Wells in the Lower Salinas Valley. All documents, required by Section 8 of the RFP are addressed in the following pages and documents.

Primary Contacts at Maggiore Bros. Drilling Inc. are as follows:

Michael F. Maggiore
831-901-7505 c
831-724-1338 o
watsonville@maggiorabros.com

Mark D. Maggiore
831-901-7507 c
831-724-1338 o
watsonville@maggiorabros.com

Secondary Contacts:

Tom Hicks
925-487-8679 c
831-724-1338 o
tomh.maggiorabros@gmail.com

Jeff Parks
408-612-9724 c
831-724-1338 o
jeffp.maggiorabros@gmail.com

Permitting & Scheduling of Concrete & Concrete Pump operators:

Anthony Balestreri
831-901-9988 c
831-724-1388 o
Anthonyb.maggiorabros@gmail.com

Maggiore Bros. Drilling, Inc. is a California Corporation. The company was established in 1961 and incorporated in 1968, which is a total of 60 years of existence.

Regards,



Michael F. Maggiore
Corporate Secretary

SIGNATURE PAGE

MONTEREY COUNTY WATER RESOURCES AGENCY

RFP #21-001

ISSUE DATE: May 18, 2021

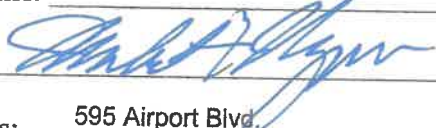
RFP TITLE: Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*PROPOSALS ARE DUE TO THE AGENCY BY
3:00 P.M., LOCAL TIME, ON THURSDAY, JUNE 17, 2021MAILING ADDRESS:
MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG
SALINAS, CA 93901QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Tamara Voss, vosstl@co.monterey.ca.us, (831) 755-8914

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 2 copies):

☒ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREINThis Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Maggiora Bros. Drilling, Inc. Date 06-17-21Signature:  Printed Name: Michael F. MaggioraStreet Address: 595 Airport Blvd.City: Watsonville State: CA Zip: 95076Phone: (831) 724-1338 Fax: (831) 724-3228 Email: watsonville@maggiorabros.comLicense No. (If applicable): 249957License Classification (If applicable): C-57*Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*
Page 45 of 45

C/P rev. 07/29/19 TS

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935

BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

RFP #21-001 ADDENDUM NO. 1

Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

Date: June 2, 2021

Project: RFP #21-001 Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

To: Proposers

Subject: Written questions on the RFP submitted prior to deadline and responses thereto

An original signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.



Company Representative

06-17-21

Date

Question 1: What is the estimated construction budget?

Answer 1: The project budget includes \$5,879,101 for well destruction activities.

Question 2: Are union bids required?

Answer 2: The contractor and all subcontractors performing work shall comply with California Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices.

Question 3: Please provide addresses and Drillers Well Reports for each of the 105 wells by zone.

Answer 3: Many of the well locations are not associated with a specific street address. An interactive map showing the well locations will be added to the project webpage on June 4, 2021. If coupled with the maps and/or site photographs in Exhibit B, this map should assist with further identifying the well locations. Well Completion Reports are available for 94 of the wells and have been posted on the project website at <https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/protection-of-domestic-drinking-water-supplies-in-the-lower-salinas-valley>

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935

BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

RFP #21-001 ADDENDUM NO. 2

Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

Date: June 10, 2021

Project: RFP #21-001 Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*

To: Proposers

Subject: Clarifying information to supplement Addendum No. 1

An original signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum No. 2.

Company Representative

06-17-21

Date

The following language and Bid Bond form are being provided to clarify the response that this is a prevailing wage Project.

BID SECURITY: Each bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, or a bid bond for an amount of ten percent (10%) of the total bid amount. Checks or Bid Bonds shall be made payable to the Monterey County Water Resources Agency. Bid Bonds shall be issued by an admitted corporate surety company. The Bid Security shall be held by the owner as a guarantee that the Bidder, if awarded the Contract, will execute the Contract Agreement in good faith and furnish the required payment and performance bonds and required proof of insurance within ten (10) days of the issuance of a letter conditionally awarding the contract. The Bid Security shall be given as a guarantee that, if the Contract is awarded to the Bidder, the Bidder will execute the Contract, provide any required insurance certificates, and provide payment and performance bonds required by the Contract within ten (10) days after the Bidder receives the Notice of Conditional Award letter. After ten (10) days, if the executed Agreement, proper bonds and insurance documents are not submitted by the lowest responsive Bidder, the AGENCY has the right to determine that a bid is non-responsive and contact the second lowest responsive Bidder. Each Bidder hereby agrees that, in case of his refusal or failure to provide the required payment and performance bonds, proof of insurance, or to execute the Contract, if awarded to him, in the time allotted herein, the Bid Security and money represented thereby shall remain the property of the owner as compensation for the damages the owner may suffer by reason of such failure or refusal, not to exceed the amount of the bid security. Any bid not accompanied by a bid security may be rejected. Bid Bonds shall be in the exact form as provided in the Proposal.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 2 – Proposed Scope of Work

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

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June 17, 2021

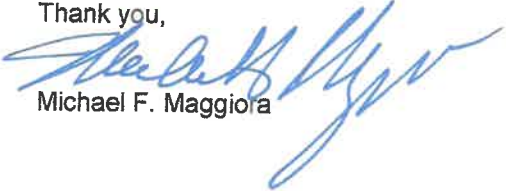
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 8 Contest and Layout – Section 2. Prequalification/Licensing

The following is Maggiora Bros. Drilling, Inc. certification that the Company meets all pre-qualification and licensing requires for the project as set forth in Section 2.4 of the specifications.

If you have any questions, please feel free to contact me at any time.

Thank you,


Michael F. Maggiora

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
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SECTION 3 – Project Experience and References ***Key Staff Persons*** ***Experience and References*** ***Violations***

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

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Fax: (831) 724-3228

Project Manager

Michael F. Maggiora,

Principle Owner and Project Manager at Maggiora Bros. Drilling, Inc.

Education

B.S. Business Administration, San Jose State University

Certifications

Water treatment operator, T2 level, State of California

Water distribution operator, D2 level, State of California

IGSHPA certification no. 24424-0109

Principal owner of Maggiora Bros. Drilling, specializing in the construction water wells and pump systems for municipal clients and the agricultural industry. Maggiora Bros. Drilling operates eight drill rigs and five pump hoist rigs with a wide range of capabilities from offices located in Watsonville, CA and Hollister, CA. Maggiora Bros. Drilling has 70 employees on staff, in a variety of construction trades and administrative positions. Field technicians and construction personnel are members of the Engineering Operators Union Local 3.

Mr. Maggiora has served as a project manager at Maggiora Bros. Drilling since 1987. He is recognized as an industry leader and served as President of the California Groundwater Association from 2013 to 2015.

Project Management experience includes the following water system projects.

- San Jose Water Company, Mann Well Destruction
- City of Stockton, Destruction of Wells 1, 9, 11, & 16, Project No. M18004
- Monterey County Water Resources Agency, 2019 CSOP Well Destruction Project
- Marina Coast Water District, Well 34, 18-inch by 1,085 ft. well and pump system
- Marina Coast Water District, Watkins Gate Well, 18-inch by 660 ft. well and pump system
- Armos Water District, Carpenteria Well 2, 12-inch by 450 ft. well
- San Jose Water Company, Breeding Well 3, 18-inch by 600 ft. well
- City of Greenfield, Greenfield Corporation Yard Well, 18-inch by 600 ft. well
- Pajaro Sunny Valley Community Service District, Avila Road Well, 12-inch by 660 ft. well
- City of Palo Alto, Eleanor Park Well, 18-inch by 440 ft. well
- City of Palo Alto, Library Well, 18-inch by 525 ft. well
- City of Atherton, Holbrook Park Well, 8-inch by 280 ft. well
- Diablo Water District, Stonecreek Well, 16-inch by 300 ft. well
- City of Santa Cruz, Tait Wells, two 14-inch by 200 ft. wells and pump system

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

Key Personnel:

David T. Maggiora

Title: President, Maggiora Bros. Drilling, Inc.

Current Job Position: President, Maggiora Bros. Drilling, Inc.

Employment Status: Employee/owner

Experience: 1961 – Present – President of Maggiora Bros. Drilling, Inc.

Education: High School graduate, Past President of the California Groundwater Association, well construction standards committee California Groundwater Association (ongoing), member National Ground Water Association, member number 199504, expiration date 03/31/22

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

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Tel: (800) 728-1480
Fax: (831) 724-3228

LIST OF REPRESENTATIVE PROJECTS **Partial List – Additional References Available Upon Request**

Name: San Jose Water Company
Location: Cupertino, CA
Owner: San Jose Water Company
Owner Contact: Ryan Yelinek, PE – 408-918-7365
Construction Manager – Michael F. Maggiora – 831-724-1338
Project Description – Mann Well Destruction 12" X 1250' well destruction
Final Cost of Project - \$59,225.00
Completion: 03-09-21

Name: City of Stockton
Location: Stockton, CA
Owner: City of Stockton
Owner Contact: Stephen Kenning – 209-937-8700
Construction Manager – Michael F. Maggiora – 831-724-1338
Project Description – Destruction of Wells 1, 9, 11 & 16, Project No. M18004
Final Cost of Project - \$484,849.00
Completion Date: 01-31-21
Liquidated Damages: None

Name: Monterey County Water Resources Agency
Location: Monterey County, CA
Owner: Various Property Owners
Owner Contact: Manuel Saaverdra – 831-755-4860
Construction Manager – Michael F. Maggiora – 831-724-1338
Project Description 2019 CSIP Well Destruction Project
Final Cost of Project - \$298,892
Completion Date: 09-11-20
Liquidated Damages: None

Name: Pure Water Monterey – Project No. 218106
Location: Seaside, CA
Owner: Pure Water Monterey
Owner Contact: Maureen Hamilton – 831-658-5652
Construction Manager: Michael F. Maggiora – 831-724-1338
Project Description: Reverse Rotary well construction 24" casing X 635 feet, monitoring wells to 700 feet, 500 HP turbine well pumps, and direct rotary 4" monitoring wells to 900 feet.
Final Cost of Project - \$4,116,962.47
Completion Date: 09-01-20
Liquidated Damages: None

MAGGIORA BROS. DRILLING, INC.

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June 17, 2021

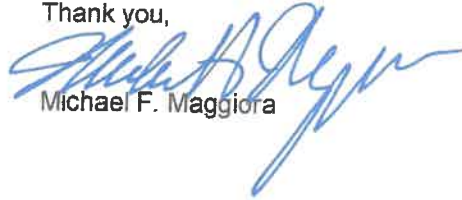
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 8 Contest and Layout – Section 2. Prequalification/Licensing

The following is Maggiora Bros. Drilling, Inc. certification that the Company does not have any violations on record from 2005 to date.

If you have any questions, please feel free to contact me at any time.

Thank you,



Michael F. Maggiora

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 4 – Environmentally Friendly Practices

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
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Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

Climate-Friendly Purchasing Policy

While Maggiora Bros. Drilling, Inc. strives to protect the environment, this we have not identified product for this project that are consistent with the Institute for Local Government's California Climate Action Network Best Practices Framework. Product to be utilized on this proposed project is concrete.

However, to reduce waste, reuse and recycle, we propose recycling of existing concrete and rebar located in well pedestals.

Maggiora Bros. Drilling, Inc. is not a Green Certified business

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

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Watsonville, CA 95076

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SECTION 5 – Pricing (Attachment A) & Warranty

Attachment A – Project Pricing

Bid Bond

Warranty Policy

Attachment B – Local Business Declaration Form

ATTACHMENT A
Price Schedule

Please include pricing schedule / rate sheet.

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228Contractor Bid - 6/17/2021Monterey County Water Resources AgencyRFP #21-001Well Destruction for the Protection of Domestic Drinking Water Supplies
for the Lower Salinas Valley Project

The following is Maggiora Bros. Drilling, Inc. proposal:

ALL GROUPS: A-E

	<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	105	\$1,109.00	\$116,445.00
2	Bond	Ea	105	\$1,429.00	\$150,045.00
3	Mobilization, etc.	Ea	105	\$5,400.00	\$567,000.00
4	Well pump Removal	Ea	105	\$6,000.00	\$630,000.00
5	Video Log	Ea	105	\$2,950.00	\$309,750.00
6	Cleaning by bailing	Ea	105	\$750.00	\$78,750.00
7	Cleaning by airlift	Ea	105	\$4,000.00	\$420,000.00
8	Clean out by Drill Rig*	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ea	105	\$10,800.00	\$1,134,000.00
10	Grouting**	Ea	105	\$14,000.00	\$1,470,000.00
11	Casing /Pad removal/ disposal	Ea	105	\$6,000.00	\$630,000.00
12	Total Price				\$5,505,990.00

** 25 cu.yds. per site

** Ea. Add. Cu.yd. at \$550 per yd.

8 Clean out by Drill Rig*

1	Mobilization - per well site	Ls	1	\$3,500.00	\$3,500.00
2	Bit charge per job	Ea	1	\$750.00	\$750.00
3	Drill Rig per day	Day	1	\$5,700.00	\$5,700.00
4	Shaker per Day	Day	1	\$350.00	\$350.00
5	Back hoe	Day	1	\$350.00	\$350.00
6	fork lift	Day	1	\$350.00	\$350.00

Total per Day Item 3 to 6**\$6,750.00****Total Min per Job****\$11,180.00**

Bentonite 50lb bag	EA	10	\$18.00	\$180.00
10 bag minimum.				

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

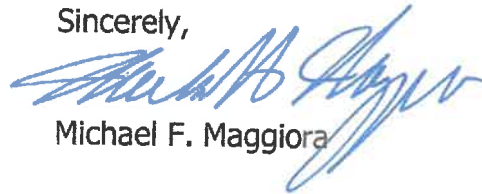
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide entrance/access to all sites (Permission by property owners)
3. County and MBD to work with owners on any equipment to be left on site. Proposal includes off site disposal of any existing pump equipment, however if the property owner wants to retain the equipment our proposal does not include delivery to owner designated location.
4. Pricing is based on current available information. Current pricing is very volatile with vendor's holding prices for very short time frames. If costs increase by 5%; Fuel, concrete, etc. Maggiora Bros. Drilling, Inc. would require a change order to cover such cost increase beyond our control.
5. If, in the course of cleaning out by a drill rig, and the rig hits refusal, the drilling operations will switch to an hourly rate: \$985/hour.
6. Payment terms; Net 30 after receipt of invoice. Billing to be completed by the 25th of the month - per the schedule of values agreed upon by Maggiora Bros. Drilling, Inc. and Monterey County Water Resources Agency.

MBD notes there are two (2) addendum(s).

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,



Michael F. Maggiora

373

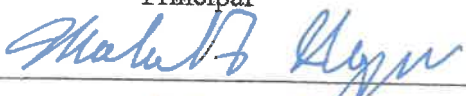
authority of its governing body.

(Corporate Seal)

Maggiora Bros. Drilling, Inc.

Principal

By:



Print Name:

Michael F. Maggiora

Title:

Secretary

(Corporate Seal)

Hudson Insurance Company

Surety

By:



Print Name:

Catherine A. Pinney

Title:

Attorney in Fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

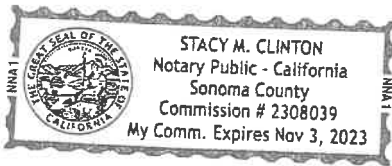
On June 15, 2024 before me, Stacy M. Clinton, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Catherine A. Pinney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Bond Number:

HA10103072

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 30th day of October, 20 17 at New York, New York.



Attest:

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

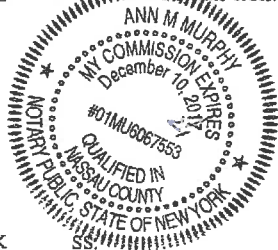
By:

Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 30th day of October, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name to the same in like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Corporation this 15th day of June, 20 21.



By:

Dina Daskalakis, Corporate Secretary

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

WARRANTY POLICY

The following shall serve as certification that all materials and labor come with a standard 1 year warranty from the date of acceptance.

Warranty covers material and workmanship defects.

Product abuse and failures due to acts of God, vandalism, or leaks due to earth movement (settling of tanks and pipeline) are not covered under warranty.

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy," adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of "Local Vendor" as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible for, or required to verify, the accuracy of any such certifications and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business that falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference that desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

Select that which is applicable to your business entity (at least one for a business to be considered local):

☒ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as "Area"; and

☐ It employs at least one (1) full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the "Area"; and

☐ Its business has been in existence, in its current name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; or

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "Area" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any):

Maggiora Bros. Drilling, Inc.

Business Address:

595 Airport Blvd.

City: Watsonville *State:* Ca *Zip Code:* 95076

Signature of Authorized Representative:  *Date:* 6/15/2021

Title of Authorized Representative: Corporate Secretary

Telephone Number: (831) 724-1338 *E-Mail:* watsonville@maggiorabros.com

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 6 – Exceptions

No Exceptions

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

SECTION 7 – Appendix

Section 5 – Scope of Work Requirements –

F. Construction Schedule and Safety Plan

- 1. Construction Schedule – Explanation/example***
- 2. Completion Time***
- 3. Safety Plan***

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Section 5 – Scope of Work – F. Construction Schedule and Safety Plan

While it is extremely difficult to provide a construction schedule for a project of this size and nature due to weather, site accessibility, permitting and other items beyond our control, Maggiora Bros. Drilling, Inc. would expect to complete a minimum of 6 well destructions per month. In addition we would also be able to utilize multiple crews which would increase the well destructions to 12 well destructions per month. Below is a guideline as to how Maggiora Bros. Drilling, Inc. would approach this project for timely completion.

Proposed Schedule of Work:

A)

Final Contract executed by Maggiora Bros. and the Monterey County Water Resources Agency.

Finalize Bonding requirements & Proofs of Appropriate Insurance Documents.

Begin process of obtaining Well Destruction Permits from Monterey County Environmental Health Department.

B)

Work with MCWRA personnel to identify which job sites may have extenuating circumstances.

Examples:

- Access issues.
- Power lines or other potential obstructions.
- Sites that may require extended negotiations by the County to obtain access.
- Sites that need to be addressed early in the project.
- Sites that may be difficult to access under winter/rainy season conditions.
- Sites with crops that can only be accessed at certain times.

C)

Once the wells are prioritized, develop a flexible schedule that will allow the Contractor and the County to perform the work of actually destroying targeted wells in a timely manner.

D)

Typical well destructions of this nature would take approximately 5 working days to complete the work. However, there are some well destruction that can be completed in less time and others that may take more time depending on the depth and condition of the well itself.

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

E)

Anticipated Scope of Work (per Well)

- a. Contractor Submittals
- b. Site Mobilization
- c. Removal of existing well pump equipment, if any
- d. Video Survey of well
- e. Removal of debris, cleaning of well (bailing, air lifting or drilling out of debris)
- f. Installation of tremie pipe and blast explosives
- g. Pump grout mixture from bottom to top of well and set off blast perforations
- h. Removal of concrete well pad and top 5 feet of well casing and backfill
- i. Site clean-up and demobilization

F) Subcontractors

1. Newman Well Surveys
2. Tylor McMillian's Well Service, LLC

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

June 17, 2021

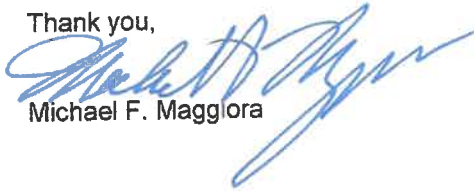
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 5, F. Construction Schedule and Safety Plan, 2. Time of Completion

Maggiore Bros. Drilling, Inc. has 60 employees and over 200 pieces of owned equipment. Our preference is to dedicate multiple crews and equipment so as to complete the project prior to the December 1, 2022 project completion date.

If you have any questions, please feel free to contact me at any time.

Thank you,



Michael F. Maggiora

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228Contractor Bid - 6/28/2021Monterey County Water Resources AgencyRFP #21-001Well Destruction for the Protection of Domestic Drinking Water Supplies
for the Lower Salinas Valley Project

The following is Maggiora Bros. Drilling, Inc. proposal:

ONE GROUP - A

<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1 Well permit	Ea	26	\$1,109.00	\$28,834.00
2 Bond	LS	26	\$1,429.00	\$37,154.00
3 Mobilization/ Bond, etc.	Ls	26	\$5,400.00	\$140,400.00
4 Well pump Removal	Ls	26	\$6,000.00	\$156,000.00
5 Video Log	Ls	26	\$2,950.00	\$76,700.00
6 Cleaning by bailing	Ls	26	\$750.00	\$19,500.00
7 Cleaning by airlift	Ls	26	\$4,000.00	\$104,000.00
8 Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9 Casing perforation	Ls	26	\$10,800.00	\$280,800.00
10 Grouting**	Cy	26	\$14,000.00	\$364,000.00
11 Casing /Pad removal/ disposal	Ls	26	\$6,000.00	\$156,000.00
12 Total Price				\$1,363,388.00

ONE GROUP - B

<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1 Well permit	Ea	29	\$1,109.00	\$32,161.00
2 Bond	LS	29	\$1,429.00	\$41,441.00
3 Mobilization/ Bond, etc.	Ls	29	\$5,400.00	\$156,600.00
4 Well pump Removal	Ls	29	\$6,000.00	\$174,000.00
5 Video Log	Ls	29	\$2,950.00	\$85,550.00
6 Cleaning by bailing	Ls	29	\$750.00	\$21,750.00
7 Cleaning by airlift	Ls	29	\$4,000.00	\$116,000.00
8 Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9 Casing perforation	Ls	29	\$10,800.00	\$313,200.00
10 Grouting**	Cy	29	\$14,000.00	\$406,000.00
11 Casing /Pad removal/ disposal	Ls	29	\$6,000.00	\$174,000.00
12 Total Price				\$1,520,702.00

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

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ONE GROUP - C

	<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	29	\$1,109.00	\$32,161.00
2	Bond	LS	29	\$1,429.00	\$41,441.00
3	Mobilization/ Bond, etc.	Ls	29	\$5,400.00	\$156,600.00
4	Well pump Removal	Ls	29	\$6,000.00	\$174,000.00
5	Video Log	Ls	29	\$2,950.00	\$85,550.00
6	Cleaning by bailing	Ls	29	\$750.00	\$21,750.00
7	Cleaning by airlift	Ls	29	\$4,000.00	\$116,000.00
8	Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ls	29	\$10,800.00	\$313,200.00
10	Grouting**	Cy	29	\$14,000.00	\$406,000.00
11	Casing /Pad removal/ disposal	Ls	29	\$6,000.00	\$174,000.00
12	Total Price				\$1,520,702.00

ONE GROUP - D

	<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1	Well permit	Ea	12	\$1,109.00	\$13,308.00
2	Bond	LS	12	\$1,429.00	\$17,148.00
3	Mobilization/ Bond, etc.	Ls	12	\$5,400.00	\$64,800.00
4	Well pump Removal	Ls	12	\$6,000.00	\$72,000.00
5	Video Log	Ls	12	\$2,950.00	\$35,400.00
6	Cleaning by bailing	Ls	12	\$750.00	\$9,000.00
7	Cleaning by airlift	Ls	12	\$4,000.00	\$48,000.00
8	Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9	Casing perforation	Ls	12	\$10,800.00	\$129,600.00
10	Grouting**	Cy	12	\$14,000.00	\$168,000.00
11	Casing /Pad removal/ disposal	Ls	12	\$6,000.00	\$72,000.00
12	Total Price				\$629,256.00

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 3

ONE GROUP - E

<u>Bid Items:</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
1 Well permit	Ea	9	\$1,109.00	\$9,981.00
2 Bond	LS	9	\$1,429.00	\$12,861.00
3 Mobilization/ Bond, etc.	Ls	9	\$5,400.00	\$48,600.00
4 Well pump Removal	Ls	9	\$6,000.00	\$54,000.00
5 Video Log	Ls	9	\$2,950.00	\$26,550.00
6 Cleaning by bailing	Ls	9	\$750.00	\$6,750.00
7 Cleaning by airlift	Ls	9	\$4,000.00	\$36,000.00
8 Clean out by Drill Rig	Ls	0	\$0.00	\$0.00
9 Casing perforation	Ls	9	\$10,800.00	\$97,200.00
10 Grouting**	Cy	9	\$14,000.00	\$126,000.00
11 Casing /Pad removal/ disposal	Ls	9	\$6,000.00	\$54,000.00
12 Total Price				\$471,942.00

Totals A- E**\$5,505,990.00****7 Clean out by Drill Rig***

1 Mobilization - per well site	Ls	1	\$3,500.00	\$3,500.00
2 Bit charge per job	EA	1	\$750.00	\$750.00
3 Drill Rig per day	Day	1	\$5,700.00	\$5,700.00
4 Shaker per Day	Day	1	\$350.00	\$350.00
5 Back hoe	Day	1	\$350.00	\$350.00
6 fork lift	Day	1	\$350.00	\$350.00

Total per Day Item 3 to 6**\$6,750.00****Total Min per Job****\$11,180.00**

Bentonite 50lb bag	EA	10	\$18.00	\$180.00
10 bag minimum/ total used charged to job.				

MAGGIORA BROS. DRILLING, INC.**DRILLING CONTRACTORS - PUMP SALES & SERVICE**

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 4

** 25 cu.yds. per site

** Ea. Add. Cu.yd. at \$550 per yd.

Please Note: It is extremely difficult to provide fixed price estimates to drill out debris in wells. The specifications cannot tell us what the debris is composed of, or how many feet of fill needs to be removed by the drilling method. Particularly if there is no information, such as an original well completion report. And even then, the well may be collapsed, or perhaps a pump was dropped at some point in the past. These types of conditions, require a day and hourly rate.

If the County requires Maggiora Bros. Drilling, Inc. to bring in a drill rig on any given well, the pricing schedule listed above would apply, and would be cumulative as a day rate charge. This would be in addition to the Unit rates listed in each group. If the drilling slows to either refusal, or a penetration rate of <6' in two hours, the rate reverts to hourly per Item 5 listed below.

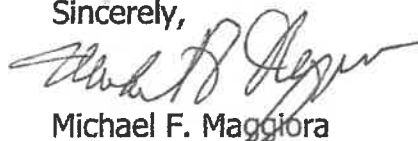
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide access to all sites.
3. County and MBD to work with owners on any equipment to be left on site. If owner wants equipment transported to a different location, that would be at an additional charge to the owner.
4. Pricing is based on current available information. Any costs that go up by 5%; Fuel, concrete, etc. would require a change in contract pricing to reflect this.
5. If, in the course of cleaning out by a drill rig, and the rig hits refusal, the drilling operations will switch to an hourly rate: \$985/hour.
6. Payment terms; Net 30 after receipt of invoice. Billing to be completed by the 25th of the month - per the schedule of values agreed upon by Maggiora Bros. Drilling, Inc. and Monterey County Water Resources Agency.

MBD notes there are two (2) addendum(s).

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,



Michael F. Maggiora



**MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG.
SALINAS, CA 93901
(831) 755-4860**

REQUEST FOR PROPOSALS #21-001

**For
Well Destruction for the *Protection of Domestic Drinking
Water Supplies for the Lower Salinas Valley Project***

Proposals are due by 3:00 pm (PST) on June 17, 2021

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) for the Monterey County Water Resources Agency (AGENCY) to solicit proposals from qualified CONTRACTOR(s) to provide well destruction services for the destruction of one hundred five (105) water wells located within the coastal Salinas Valley, between Castroville, Marina, and Salinas. The proposal should include well pump removal, video logging, well destruction design, permitting, mobilization and demobilization, well borehole cleaning and drilling, casing perforation, well grouting, well casing excavation and removal, and concrete pad and wiring removal.
- 1.2 The one hundred five (105) wells that will be destroyed as part of the project have been divided into five (5) subgroups (Exhibit A). Qualified CONTRACTORS may submit proposals to destroy the wells in one or more of the subgroups defined in Exhibit A. All wells within a defined subgroup shall remain grouped for the purposes of the RFP. Multiple subgroups may be included in a single proposal.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT. AGENCY retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time. CONTRACTORS with relevant experience and qualifications as defined herein are encouraged to submit proposals as requested in the Request for Proposals (RFP).
- 1.4 AGENCY intends to award to multiple CONTRACTORS given the scope of the project and time frame for completion of work.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The wells that will be destroyed for this project are located in Castroville, Marina, and Salinas, CA.
- 2.2 The *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project (Project) is funded in part by a Proposition 1 Implementation Grant from the State Water Resources Control Board and the AGENCY is implementing the Project. The purpose of the Project is to destroy inactive, abandoned, or damaged wells to prevent the wells from acting as conduits for movement of impaired groundwater between aquifers.
- 2.3 A Well Destruction Design plan has been developed as part of the Project, generally describing the requirements for satisfactory well destruction. This RFP will further describe the Project needs and the AGENCY seeks CONTRACTORS who will abide by all local, state, and federal regulations and who are capable of providing all necessary materials and supervision in the course of providing well destruction services.

- 2.4 Proposals will be accepted only from CONTRACTORS with a current State of California C-57 Well Drilling Contractor's License at the time of the submittal. Perforation of well casing using explosives shall be completed by personnel in possession of a valid Blaster's license pursuant to California Labor Code Section 6710. A valid permit for transportation, storage, and use of explosives is required pursuant to California Health and Safety Code section 12101.
- 2.5 Aerial imagery and/or photographs of current conditions at well sites are included as Exhibit B.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	May 18, 2021
3.2	Deadline for Written Questions	3:00 p.m., PST, May 31, 2021
3.3	Proposal Submittal Deadline	3:00 p.m., PST, June 17, 2021
3.4	Estimated Notification of Selection	June 2021
3.5	Estimated AGREEMENT Date	July 2021

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through an AGENCY mailing shall contact the person designated in the AGENCY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing AGENCY of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 MCWRA POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for AGENCY	Tamara Voss Associate Hydrologist 1441 Schilling Place, North Bldg. Salinas, CA 93901 PHONE: (831) 755-8914 FAX: (831) 424-7935 Email: vosstl@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact AGENCY officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 General Requirements

- A. The scope of work for the Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project* (WORK) identifies the technical specifications that CONTRACTOR should consider when submitting a proposal. CONTRACTOR shall furnish all materials, equipment, supplies, permits, transportation, labor, and perform all operations and WORK in accordance with the requirements of the Contract Documents and Monterey County Health Department Well Destruction Permits and regulations.
- B. In general, the WORK includes: removal of existing well pump equipment, video survey of the well, well destruction design, permitting, mobilization and demobilization, well borehole cleaning and drilling, well casing perforation, cement grout emplacement, casing excavation and removal, and removal of concrete pad and wiring.

- C. The WORK consists of destroying 105 wells, however, the WORK has been divided into five (5) groups of wells (Exhibit A). CONTRACTOR may submit a proposal for all of the wells or any combination of the sub-groups. All wells within a defined subgroup shall remain grouped for the purposes of the RFP. Multiple subgroups may be included in a single proposal.
- D. All shop drawings, samples, and items listed under CONTRACTOR SUBMITTALS in the Technical Specifications shall be submitted to the AGENCY for review before the CONTRACTOR mobilizes to the work site.
- E. AGENCY review of CONTRACTOR shop drawings, samples, and items listed under CONTRACTOR SUBMITTALS in the Technical Specifications, Safety Plan, and Construction Schedule shall not relieve the CONTRACTOR of the responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume responsibility for any misfits due to any errors in CONTRACTOR submittals.

F. CONSTRUCTION SCHEDULE AND SAFETY PLAN

- 1. The CONTRACTOR shall include in the proposal a Construction Schedule that contains the following information for each phase of the WORK:
 - a. Sequence of operations.
 - b. Estimated dates of each operation.
 - c. Dates subcontractor(s) are estimated to be on site include name of subcontractor(s).
- 2. Services must be complete by December 1, 2022 and shall be completed within the time allowed by the Monterey County Health Department Environmental Health Bureau's well destruction permit.
- 3. The CONTRACTOR shall submit to the AGENCY a Safety Plan pertaining to the WORK. The Safety Plan is the responsibility of the CONTRACTOR.

G. CONTRACTOR WORK AREA

- 1. The CONTRACTOR shall keep all work activities, materials, and equipment within the CONTRACTOR work area designated by the AGENCY. No work activities, material storage, or equipment staging shall occur in crop areas, whether crop is currently planted or unplanted.
- 2. Overhead electrical power lines are located near some of the work sites. CONTRACTOR shall maintain clearances in accordance with applicable laws and utility company requirements.
- 3. CONTRACTOR shall be responsible for notifying Underground Service Alert (USA) at 800-642-2444, prior to any digging. The CONTRACTOR shall bear all responsibility and cost for determining the location of all utilities found on

WORK site prior to any digging.

4. CONTRACTOR shall be responsible for providing portable sanitation facilities at the job site for CONTRACTOR usage.
5. CONTRACTOR is responsible for providing and maintaining appropriate spill containment supplies on site for potential spills of hazardous materials such as oil or fuel.

H. PROTECTION OF EXISTING FACILITIES AND CROP

1. PG&E owned electrical equipment exists within some work sites and staging areas. The CONTRACTOR shall be responsible for protecting those facilities from damage caused by the WORK. CONTRACTOR shall be responsible for repairing any damage to such facilities caused by CONTRACTOR's personnel or equipment. Privately grown crops exist immediately adjacent some work areas and the CONTRACTOR shall be responsible for reimbursing the grower for any damage to crops, soils or structures caused by CONTRACTOR's personnel, equipment or performance of the work, except that damage caused by detonation of explosives inside the wells in accordance with Technical Specification section 12030 shall not be the responsibility of the CONTRACTOR.

I. DISCHARGE WATER

1. All water resulting from the well destruction WORK must be contained on site. Mud pits are not allowed. The CONTRACTOR shall furnish all necessary piping, pumps, equipment, and appurtenances, and shall make all other necessary provisions for water disposal. Well cuttings can be temporarily stock piled on site during well destruction WORK, and at completion of WORK must be disposed off-site. The CONTRACTOR shall be responsible for properly disposing of all water and well cuttings resulting from the WORK. All water and well cuttings shall be disposed of in conformance with applicable local, state, and federal requirements and standards. Costs of water and well cuttings disposal shall be borne by the CONTRACTOR and no additional payment will be made, therefore.

J. PERMITS AND NOTIFICATIONS

1. The CONTRACTOR shall obtain Well Destruction Permits from the Monterey County Health Department, Environmental Health Bureau (MCHD), and obtain all other required permits necessary to complete the WORK as required by Monterey County Code Chapter 15.08. CONTRACTOR shall pay all related fees for such permits. CONTRACTOR shall comply with and perform all conditions mandated by the MCHD Well Destruction Permits.

CONTRACTOR shall be responsible for notifying all appropriate inspectors

regarding work requiring inspection by a permitting authority. The CONTRACTOR shall notify the Monterey County Health Department, Environmental Health Bureau a minimum of 24 hours prior to mobilization to the work site and provide notification 24 hours prior of any grouting operation.

2. In the event of a discrepancy between documents, CONTRACTOR shall rely primarily upon the issued Well Destruction Permit for each well, followed by the most recent written video log report, then a Well Completion Report.

K. GENERAL WORK SEQUENCE

The CONTRACTOR's general work sequence is estimated below:

- a. Contractor submittals;
- b. Mobilization;
- c. Removal of existing pump or other equipment on well;
- d. Video survey of well;
- e. Cleaning/drilling of well borehole;
- f. Well casing perforation;
- g. Emplacement of grout mix in well;
- h. Excavate and remove top of well casing;
- i. Remove concrete pad and electrical conduit; and,
- j. Clean up and demobilization.

5.2 Well Destruction Design and Permitting

- A. CONTRACTOR shall design well destruction and prepare detailed drawings. Well destruction WORK shall be completed in accordance with local ordinance and California Well Bulletins 74-81 and 74-90. CONTRACTOR shall obtain all necessary well destruction permits.
- B. CONTRACTOR shall submit well destruction design, drawings, and copies of well destruction permits from the MCHD to the AGENCY.

5.3 Mobilization and Demobilization

- A. Mobilization includes CONTRACTOR submittals to the AGENCY that are acceptable, including but not limited to the CONTRACTOR Safety Plan and Construction Schedule, and the assembly and transportation of all necessary tools, equipment, personnel, and materials to and from the site of the WORK to perform all the WORK required by the AGREEMENT.
- B. Clean-up and Demobilization shall be completed before final acceptance of the WORK by the AGENCY. All grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by the CONTRACTOR of all rubbish, excess materials, temporary structures and equipment used in the WORK; and all part of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

5.4 Well Pump Equipment and Removal

- A. CONTRACTOR shall remove any well pump or other equipment attached to the top of the well casing, whose presence on the well would interfere with proper well destruction. Well pumps or equipment that the well owner does not wish to retain shall be disposed of by the CONTRACTOR.

AGENCY will coordinate with well owner to ensure that well pumps or equipment that the well owner wishes to retain are removed by the owner prior to CONTRACTOR mobilization.

5.5 Well Borehole Cleaning and Drilling

- A. CONTRACTOR shall determine the current depth of each well using a weighted graduated steel tape. Wells with a measured current depth that differs by more than 5% from the depth recorded on the Well Completion Report, or wells where the original depth is unknown, shall be video logged.
- i. For purposes of the proposal, CONTRACTOR should assume that the full length of each well with known depth will require video logging (See Exhibit C; 58,860 feet in total) and provide a total assumed cost for video logging plus a price per foot for additional video logging that may be required.
- B. CONTRACTOR shall clean out well casing of all obstruction, bridged, or poorly compacted material to the original well depth. In cases where the original well depth is unknown, the total depth will be based on the depth that is recorded during video logging. Clean out of the casing may be accomplished by bailing, airlifting, or overdrilling.
- i. For purposes of the proposal, CONTRACTOR should assume that each well will require removal of 30 linear feet of debris (3,150 linear feet in total) and provide a total assumed cost for debris removal plus a price per foot for additional debris removal.
- C. Bailing or airlifting shall be attempted first. All obstructions and bridged or poorly compacted materials shall be removed from the well by overdrilling if the other debris removal methods are unsuccessful or where CONTRACTOR deems overdrilling to be more appropriate after consultation with the AGENCY.
- D. CONTRACTOR shall bear all cost and responsibility for providing potable water for well destruction WORK. Potable water can be purchased from the Castroville Community Services District, their telephone number is 831-633-2560.

5.6 Well Casing Perforation – General

- A. CONTRACTOR shall perforate the well casing using a mechanical perforator or shaped charges. The appropriate method will be based on well construction method and current condition of the well.
 - 1. Assumed perforation method is described in Exhibit C.
- B. The intent of perforating the well casing with shaped charges is to facilitate driving cement into the voids to prevent vertical movement between the clay aquitards.
- C. The CONTRACTOR performing the well casing perforation using shaped charges shall be licensed as a Blaster as defined in California Labor Code section 6710.
- D. CONTRACTOR shall submit to the AGENCY the following:
 - a. Copy of a valid State of California Blaster Contractor License.
 - b. Provide drawings and specifications to include the shaped charge setting depths, charge size, charge spacing, expected charge perforation, and the basis for such expected penetration (e.g. test results).
 - c. Contingency Plan for addressing unexploded charges (e.g. redundancy charge lines).
 - d. Safety Plan for storing and handling explosives, detonator cord, and equipment.
- E. Shaped charges shall penetrate the following existing well structures:
 - a. Well casing (diameter, material, and wall thickness will vary by well),
 - b. Gravel feed tube (if present), and
 - c. Penetrate a minimum of ten (10) horizontal inches beyond the well casing into the native formation.
- F. If the casing is perforated using a mechanical knife or similar device, the device shall penetrate the production and conductor casings (diameter, material, and wall thickness will vary by well; known information is available in Exhibit C).

5.7 Perforation Method for Cable Tool Wells

- A. Cable tool wells without a conductor casing that extends across one or more aquitards may be perforated mechanically or using shaped charges.
- B. Cable tool wells with a conductor casing that extends across one or more aquitards must be perforated using shaped charges.
- C. The depth(s) at which the casing perforations will be made shall be determined by the CONTRACTOR in consultation with the AGENCY.

5.8 Perforation Method for Rotary Wells

- A. The casing of wells drilled using a rotary method shall be perforated using shaped charges. The charges shall penetrate the well casing and a minimum of ten horizontal inches beyond the well casing.
- B. If there is evidence of failure of the existing annular seal, or suspected failure of the

existing annular seal, the seal shall be perforated by charges as well.

- C. The depth(s) at which the casing perforations are made shall be determined by the CONTRACTOR in consultation with the AGENCY.

5.9 Well Grouting

- A. CONTRACTOR shall furnish, transport, and install cement-sand ready-mixed (grout mix) in the well to prevent vertical hydraulic movement between the clay aquitards.
- B. The CONTRACTOR shall submit to the AGENCY:
1. Ready-mixed delivery tickets.
 2. Methods and devices for measuring well grout mix volume and grouting pressures.
 3. Grout pump performance curves, manufacturer, model, horsepower, volume output, pumping pressures, hopper volume, pump discharge connection details, and a description of how flow and pressure will be regulated.

C. Grout Mix Design

1. Grout mix shall be furnished to the site as ready-mixed and meet the following:
 - a. If shaped charges are not used, the grout shall be neat cement, consisting of one sack of Type IV Portland cement and no more than six gallons of water.
 - b. If shaped charges are used, the group shall be a 10.5 sack mix with a water and cement ratio of 0.56, and have a slump retention of 6 to 8 inches for ten (10) hours. A grout mix equivalent to Graniterock's ready-mixed #00-3-105 may be accepted (Exhibit D).
2. In cases where shaped charges are used, admixtures shall be added to retard the grout set time to a minimum hold time of ten (10) hours. Admixtures shall conform to requirements of ASTM C494. The required quantity of cement shall be used in the ready-mixed regardless of whether an admixture is used.
3. Water used in grout mix shall be of potable quality, free of deleterious material, compatible with water quality conditions at the site, and suitable for cement mixtures.
4. Delivered ready-mixed is subject to rejection by the AGENCY if grout mix is not in accordance with these specifications. Disposal of grout mix not meeting these specifications shall be the responsibility of the CONTRACTOR at no additional cost to the AGENCY.

5. If other than an equivalent to Graniterock's ready-mixed #00-3-105 is proposed, CONTRACTOR shall mix a trial batch of two (2) cubic feet, or more, of grout with admixture(s) at ambient air temperature. The CONTRACTOR and AGENCY shall witness preparation of trial batch and mutually verify grout pumpability for the required setting time. CONTRACTOR shall notify AGENCY 48 hours prior to trial batch preparation, and AGENCY shall be provided permission and access to witness the trial batch preparation and verify grout pumpability and setting time.

6. CONTRACTOR shall provide the following to the AGENCY:

- a. Permission and access for witnessing the proportioning and mixing of grout at the batch plant.
- b. Written verification of volumes and/or weights of dry cement, pozzolan, sand, and water mixed at the batch plant, certified by the plant operator.

7. Grout Mix Placement

- a. Grout mix shall be installed in the well through a tremie pipe by positive displacement pumping. Grout shall be pumped using positive displacement pumping equipment with a minimum pressure capability of 300 psi. Grout pumping shall include a pressure dial or gauge read-out at the pump outlet. Grout mix shall be placed progressively upward from the bottom of the well up to the surface. Tremie pipe shall always remain submerged a minimum of five (5) feet below the grout level; the tremie pipe should be kept full of grout without air space until grouting operation is completed. Total grout mix volume used to fill well shall at a minimum equal the well borehole volume.
- b. CONTRACTOR shall not introduce wash water or any other fluid or material into the grout emplaced in the well.
- c. In cases where shaped charges will be used, perforate the well casing within eight (8) hours from the time the first mixer truck leaves the batch plant. It is critical that shaped charges be detonated while the grout inside the well is in a liquid state.

5.10 Well Casing Excavation and Removal

- A. CONTRACTOR shall cut off well casing, top off borehole with grout, backfill and compact excavations, clean up debris, and restore the site to pre-mobilization conditions.
- B. Grout type shall consist of materials described in Section 5.9.C.1 Grout Mix Design.
- C. CONTRACTOR shall cut the well casing to a depth of five (5) feet below the ground

surface. CONTRACTOR shall remove and dispose of all removed well casing material off-site in accordance with Local and State regulations.

- D. CONTRACTOR shall emplace grout to top-off the upper portion of the well casing to within five (5) feet from the ground surface and be allowed to spill over the casing to form a concrete cap.
- E. After well has been properly filled with grout, and sufficient time given to allow grout to set, the CONTRACTOR shall backfill and compact all excavations with non-contaminated native soil. No additional new soil is required. CONTRACTOR shall grade ground surface to match surrounding grade using existing soil found at the site. CONTRACTOR shall clean-up construction site of all debris and restore to substantially pre-mobilization conditions.

5.11 Concrete Pad and Wiring Removal

- A. Upon direction of the AGENCY, the CONTRACTOR shall remove concrete pads and all non-functional wiring found within and near the concrete pads. CONTRACTOR shall dispose of all removed material and debris off-site in accordance with Local and State laws and regulations.
- B. CONTRACTOR shall remove concrete well pump base pad and dispose of all removed material off-site in accordance with Local and State regulations.
- C. CONTRACTOR shall remove all wiring found within and near the concrete pads and dispose of all removed material off-site in accordance with Local and State laws and regulations.
- D. CONTRACTOR shall grade well site ground surface to match surrounding grade.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of two years.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that AGENCY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING (ATTACHMENT A) & WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 2.4 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein. Any subcontractors that will be used by CONTRACTOR to execute the work in the proposal shall be identified as well.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 5, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as ATTACHMENT A.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the Agency that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 6, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY WATER RESOURCES AGENCY SOLICITATION #21-001". Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposal packages shall adhere to the following:

Hardcopy and one (1) electronic version of the proposal package:

- 8.2.1 Three (3) sets of the proposal or qualifications package (one original proposal marked "Original" plus two copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #21-001". In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the AGENCY at its discretion.
- 8.2.2 Proposal or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 8.2.3 Reproductions of the Monterey County Water Resources Agency logo shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents “confidential” or “proprietary” and should be prepared to provide legal authority for any such designation upon request.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #21-001 and CONTRACTOR’S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to the Agency at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the Monterey County Water Resources Agency. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the Agency, best serves the overall interest of the Agency.

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Ability of the CONTRACTOR to demonstrate the capacity to fulfill the scope of work in a timely manner	35
Ability of the CONTRACTOR to meet the technical specifications in Section 5.0	25
Ability of the CONTRACTOR to demonstrate experience successfully providing well destruction services	20
Overall cost of the project	15
Local Vendor	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the Agency an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the Agency, best serves the overall interest of the Agency.
- 10.6 The award made from this RFP may be subject to approval by the AGENCY Board of Directors and/or Board of Supervisors.
- 10.7 The AGENCY may utilize references during the selection process.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by AGENCY funds, or funds which the AGENCY expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 "Local CONTRACTOR" Defined - For the purpose of this section, the term "local CONTRACTOR" shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, or Santa Cruz County for not less than the past five (5) consecutive years. For full policy visit: <https://www.co.monterey.ca.us/home/showdocument?id=22313>
- 12.3 Local Preference Policy: The AGENCY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the AGENCY. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:
- 12.3.1 Vendor either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey

County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties: and

- 12.3.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
- 12.3.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the AGENCY; and
- 12.3.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and
- 12.3.5 If applicable, vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.

A firm seeking to be recognized as a Local Vendor for purposes of this procurement shall register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration> and submit the *Local Business Declaration Form* with their proposal. (Attachment B)

- 12.4 Small Local Business Outreach Program: The County has implemented a policy to promote utilization of local businesses which are small or minority-owned, such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, and Disabled Veteran Business Enterprises. A “small business” as defined by Government Code section 14837(d)(1) means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. The County offers online Self-Certification specifically for these types of businesses to formulate partnerships which create an environment of inclusion in County procurement and contracting.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the Agency, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the Agency.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

- (ii) Automobile Insurance Threshold:

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

in blue ink. All proposed modifications are subject to AGENCY approval.

- (iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to the AGENCY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required

endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

13.4.4 Prior to the execution of an AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with AGENCY's contract administrator showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by AGENCY, annual certificates to AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate an AGREEMENT immediately.

14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: The AGENCY does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors/Board of Directors: The award(s) made from this solicitation may be subject to approval by the AGENCY Board of Supervisors and/or Board of Directors.
- 14.3 Interview: AGENCY reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: AGENCY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 14.6 In AGENCY's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of AGENCY, best serves the overall interest of AGENCY.

15.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(S) selected through the solicitation process will be expected to execute a formal AGREEMENT with the AGENCY for the provision of the requested service. The AGREEMENT shall be written by the AGENCY in a standard format approved by AGENCY Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. The AGENCY may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

16.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

17.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the AGENCY when received by the AGENCY **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”, in conformity with the specific requirements set forth in section 8.3, above. The AGENCY will not disclose proprietary information to the public, unless required by law; however, the AGENCY cannot guarantee that such information will be held confidential. **As a California government entity, the AGENCY is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** The AGENCY will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

SAMPLE AGREEMENT SECTION

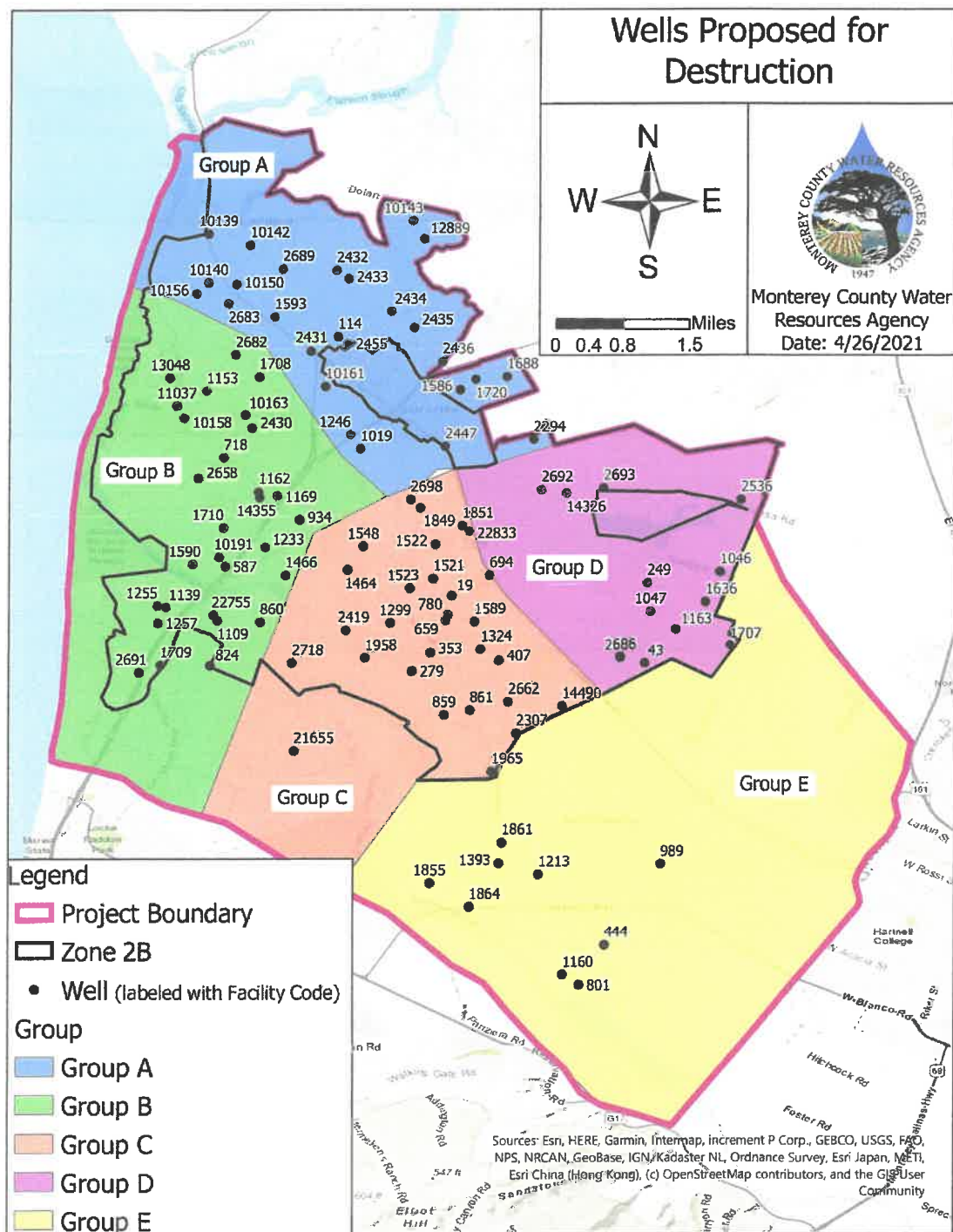
To view the complete Professional Services Agreement, please click on the link:

The MONTEREY COUNTY WATER RESOURCES AGENCY STANDARD AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:

<https://www.co.monterey.ca.us/home/showpublisheddocument/74798/636870378353000000>

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

Exhibit A Wells to be Destroyed, Shown by Group



Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
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Exhibit B
Site Maps and Photos

A site map and/or photo for each well site shown on Exhibit A is available at
<https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/protection-of-domestic-drinking-water-supplies-in-the-lower-salinas-valley>

EXHIBIT B

Technical Specifications and Attachments

Exhibit C
Well Construction Summary Table

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	None	Steel	12	mechanical perforator
A	114	13S/02E-28E01	9/14/1990	Reverse rotary	400-Foot Aquifer	900	270-540	240	Steel	30, 16	shaped charges
A	1019	13S/02E-33N04	3/10/1967	Rotary	400-Foot Aquifer	602	338-602	380	Steel	16	shaped charges
A	1246	13S/02E-33M50	7/23/1966	Rotary	400-Foot Aquifer	590	314-590	313	Steel	12, 10	shaped charges
A	1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	1593	13S/02E-29F02	11/1/1955	Unknown	400-Foot Aquifer	549	347-539	347	Unknown	10, 16	shaped charges
A	1688	13S/02E-27Q02	5/31/1983	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-591	Unknown	Unknown	16	shaped charges
A	2294	13S/02E-34J50	4/30/1993	Reverse rotary	400-Foot Aquifer	450	230-450	230	Steel	14	shaped charges
A	2431	13S/02E-29J01	5/1/1957	Rotary	400-Foot Aquifer	600	Unknown	340	Unknown	10	shaped charges
A	2432	13S/02E-21N01	3/12/1950	Unknown	400-Foot Aquifer	550	350-550	351	Unknown	10	shaped charges
A	2433	13S/02E-21P01	1/1/1958	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	2434	13S/02E-28801	12/6/1960	Rotary	400-Foot Aquifer	660	123-143, 163-203, 252-292, 312-349, 381-418	80	Steel	30, 12	shaped charges
A	2435	13S/02E-28H50	8/26/1975	Rotary	400-Foot Aquifer	655	190-553, 613-643	Unknown	Steel	16	shaped charges
A	2436	13S/02E-27M01	10/15/1976	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	50	Steel	16	shaped charges
A	2447	13S/02E-34M01	7/9/1982	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	60	Steel	16, 30	shaped charges
A	2455	13S/02E-28M02	5/26/1986	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	760	Steel	12	shaped charges
A	2683	13S/02E-29D03	4/6/1960	Rotary	400-Foot Aquifer	632	432-632	412	Steel	14, 10	shaped charges
A	2689	13S/02E-20K50	11/17/1995	Rotary	400-Foot Aquifer	750	440-530, 660-750	420	Unknown	30, 12.75	shaped charges
A	10139	13S/02E-19H01	5/18/1948	Unknown	400-Foot Aquifer	340	Unknown	Unknown	Unknown	Unknown	shaped charges
A	10140	13S/02E-19R01	3/16/1947	Unknown	400-Foot Aquifer	508	Unknown	354	Unknown	16	shaped charges
A	10142	13S/02E-20M02	3/15/1949	Unknown	400-Foot Aquifer	530	Unknown	362	Unknown	10	shaped charges
A	10143	13S/02E-21G01	6/1/1947	Unknown	400-Foot Aquifer	406	Below 260	Unknown	Unknown	16	shaped charges
A	10150	13S/02E-29C02	5/3/1950	Rotary	400-Foot Aquifer	550	Unknown	354	Unknown	16	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	10156	13S/02E-30A01	8/25/1949	Rotary	400-Foot Aquifer	602	392-602	390	Unknown	16	shaped charges
A	10161	13S/02E-32A02	9/1/1958	Unknown	400-Foot Aquifer	600	300-600	Unknown	Unknown	Unknown	shaped charges
A	12889	13S/02E-21G02	1/1/1943	Unknown	400-Foot Aquifer	425	Unknown	Unknown	Unknown	Unknown	shaped charges
B	587	14S/02E-07A01	9/19/1974	Rotary	400-Foot Aquifer	600	390-600	365	Steel	16	shaped charges
B	718	13S/02E-32N01	5/1/1949	Cable tool	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	shaped charges
B	824	14S/02E-18A01	9/7/1984	Rotary	400-Foot Aquifer	590	280-480, 490-570	350	Steel	30, 16	shaped charges
B	860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	934	14S/02E-05K02	2/18/1960	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587	None	Unknown	18, 16, 12	shaped charges
B	1109	14S/02E-07J02	9/30/1979	Reverse rotary	400-Foot Aquifer	564	396-564	380	Steel	16	shaped charges
B	1139	14S/02E-07K01	3/5/1952	Unknown	400-Foot Aquifer	600	Unknown	Unknown	Unknown	Unknown	shaped charges
B	1153	13S/02E-31A02	9/30/1985	Rotary	Deep Aquifers	1600	850-1600	850	Steel	16, 12	shaped charges
B	1162	14S/02E-05C03	4/14/1988	Rotary	400-Foot Aquifer	580	300-565	74	Steel	30,16	shaped charges
B	1169	14S/02E-05F04	3/26/1954	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-534	None	Steel	18, 16, 12	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
B	1233	14S/02E-05P02	5/20/1955	Cable tool	400-Foot Aquifer	606	464-478, 560-588	None	Steel	18, 16, 12	shaped charges
B	1255	14S/02E-07L05	5/6/1988	Mud rotary	400-Foot Aquifer	610	330-450	300	Steel	30, 16	shaped charges
B	1257	14S/02E-07L04	8/23/1983	Reverse rotary	400-Foot Aquifer	560	360-560	330	Steel	16	shaped charges
B	1466	14S/02E-08C03	5/3/1955	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540	None	Steel	18, 16, 12	shaped charges
B	1590	14S/02E-07B50	10/8/1990	Reverse rotary	400-Foot Aquifer	590	310-590	310	Steel	30, 16	shaped charges
B	1708	13S/02E-32C01	10/17/1949	Unknown	400-Foot Aquifer	562	322-552	302	Unknown	16	shaped charges
B	1709	14S/02E-18C01	10/22/1976	Rotary	400-Foot Aquifer	600	330-598	320	Unknown	16	shaped charges
B	1710	14S/02E-06J03	5/3/1948	Unknown	400-Foot Aquifer	550	375-550	Unknown	Unknown	16	shaped charges
B	2430	13S/02E-32M02	12/5/1984	Rotary	Deep Aquifers	1630	780-1590	780	Unknown	16, 12	shaped charges
B	2658	14S/02E-06B01	1/1/1958	Unknown	400-Foot Aquifer	610	Unknown	Unknown	Unknown	Unknown	shaped charges
B	2682	13S/02E-29M02	4/10/1968	Cable tool	400-Foot Aquifer	566	410-566	350	Steel	12, 10	shaped charges
B	2691	14S/02E-18E01	7/6/1974	Rotary	Deep Aquifers	870	666-834	300	Steel	14, 12	shaped charges
B	10158	13S/02E-31K02	9/11/1961	Cable tool	400-Foot Aquifer	568	476-495, 505-549	None	Steel	18, 16, 12	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
B	10163	13S/02E-32E03	9/20/1954	Cable tool	400-Foot Aquifer	885	418-633	None	Steel	18, 16, 12	shaped charges
B	10191	14S/02E-06R02	2/25/1948	Reverse rotary	400-Foot Aquifer	604	Unknown	352	Unknown	16	shaped charges
B	11037	13S/02E-31G04	7/7/1962	Rotary	400-Foot Aquifer	610	252-610	252	Steel	12, 10	shaped charges
B	13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	14355	14S/02E-05C02	11/1/1952	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-522	Unknown	Unknown	18, 16, 12	shaped charges
B	22755	14S/02E-07J03	5/11/2005	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	1340	Steel	Unknown	shaped charges
C	407	14S/02E-15B01	5/26/1982	Cable tool	400-Foot Aquifer	660	337-342, 363-387, 397-435, 515-548, 573-588, 607-620	52	Steel	14	mechanical perforator
C	694	14S/02E-10F50	1/5/1976	Cable tool	400-Foot Aquifer	600	372-427, 490-570	52	Steel	16	mechanical perforator
C	780	14S/02E-10M02	10/18/1965	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-545	None	Steel	16	mechanical perforator
C	859	14S/02E-15N01	9/21/1971	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	60	Steel	14	mechanical perforator
C	861	14S/02E-15P01	8/3/1965	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	None	Steel	16	mechanical perforator
C	19	14S/02E-10E02	9/26/1978	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	Unknown	Unknown	Unknown	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
C	279	14S/02E-16H01	5/11/1976	Reverse rotary	400-Foot Aquifer	606	449-599	40	Steel	16	shaped charges
C	353	14S/02E-16A02	10/17/1973	Cable tool	400-Foot Aquifer	669	430-470, 518-618	48	Steel	12	shaped charges
C	659	14S/02E-10N51	3/12/1991	Cable tool	400-Foot Aquifer	580	416-442, 540-558	300	Steel	20, 16	shaped charges
C	1299	14S/02E-09K50	10/17/1973	Rotary	400-Foot Aquifer	614	360-614	340	Steel	12, 10	shaped charges
C	1324	14S/02E-15C02	6/20/1978	Reverse rotary	400-Foot Aquifer	550	328-550	320	Steel	16	shaped charges
C	1464	14S/02E-09D03	4/24/1961	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478	None	Steel	18, 16, 12	shaped charges
C	1521	14S/02E-09H02	3/9/1965	Unknown	400-Foot Aquifer	498	300-489	Unknown	Unknown	Unknown	shaped charges
C	1522	14S/02E-04R02	7/16/1965	Rotary	400-Foot Aquifer	566	302-566	300	Steel	14, 12	shaped charges
C	1523	14S/02E-09H03	7/20/1972	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363	None	Steel	16, 14	shaped charges
C	1548	14S/02E-04N01	2/1/1966	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-185	320	Steel	8	shaped charges
C	1589	14S/02E-10P02	6/30/1978	Reverse rotary	400-Foot Aquifer	624	330-624	320	Steel	16	shaped charges
C	1849	14S/02E-04H01	12/24/1973	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	56	Steel	18, 16, 12	shaped charges
C	1851	14S/02E-03M02	3/6/1975	Cable tool	400-Foot Aquifer	587	400-570	248	Steel	12	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
C	1958	14S/02E-16C51	10/17/1967	Rotary	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1965	14S/02E-22L01	12/20/90	Reverse rotary	400-Foot Aquifer	680	420-450, 480-530, 580-680	400	Steel	16	shaped charges
C	2307	14S/02E-22B01	12/12/91	Reverse rotary	400-Foot Aquifer	670	410-440, 450-540, 580-620, 630-670	385	Steel	30, 16	shaped charges
C	2419	14S/02E-09N02	8/2/1995	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	249	Steel	16	shaped charges
C	2662	14S/02E-15K01	3/14/1979	Reverse rotary	400-Foot Aquifer	600	300-600	300	Steel	16	shaped charges
C	2698	14S/02E-04G02	8/20/1996	Rotary	400-Foot Aquifer	620	370-520, 560-610	360	Steel	34, 22	shaped charges
C	2718	14S/02E-17B03	6/18/1996	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	330	Steel	34, 22	shaped charges
C	14490	14S/02E-14N01	3/24/53	Unknown	400-Foot Aquifer	304	Unknown	Unknown	Unknown	Unknown	shaped charges
C	21655	14S/02E-20B03	6/26/1997	Reverse rotary	Deep Aquifers	825	670-730, 785-805	650	Steel	22	shaped charges
C	22833	14S/02E-03P01	1/31/2006	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	338	Steel	24, 20, 16	shaped charges
D	1046	14S/02E-12B01	11/24/1947	Cable tool	400-Foot Aquifer	672	315-325, 515-580	None	Unknown	14	mechanical perforator
D	1163	14S/02E-12N51	7/18/1989	Cable tool	400-Foot Aquifer	628	502-562, 583-597	52	Steel	18, 14	mechanical perforator
D	2536	14S/02E-01G50	6/17/1974	Cable tool	400-Foot Aquifer	598	225-580	52	Steel	12	mechanical perforator

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-lgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
D	14326	14S/02E-02E02	11/21/1961	Cable tool	400-Foot Aquifer	532	223-527	None	Steel	12	mechanical perforator
D	43	14S/02E-14A01	6/10/1993	Cable tool	400-Foot Aquifer	602	472-506, 536-550	300	Steel	16, 20, 24	shaped charges
D	249	14S/02E-11H02	1/1/1950	Unknown	400-Foot Aquifer	400	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1047	14S/02E-11H01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1636	14S/02E-12L02	5/31/1978	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	50	Steel	26, 14, 12	shaped charges
D	1707	14S/02E-12Q01	1/1/1938	Unknown	400-Foot Aquifer	619	273-280, 288-292	Unknown	Unknown	16	shaped charges
D	2686	14S/02E-14B50	5/2/1995	Reverse rotary	400-Foot Aquifer	750	420-570, 660-750	410	Steel	16	shaped charges
D	2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	2693	14S/02E-02C02	10/1/1945	Unknown	400-Foot Aquifer	575	Unknown	Unknown	Unknown	Unknown	shaped charges
E	989	14S/02E-26J50	4/20/1965	Cable tool	400-Foot Aquifer	516	390-500	78	Steel	14	mechanical perforator
E	1861	14S/02E-27G03	4/18/1973	Cable tool	400-Foot Aquifer	495	276-320, 362-368	60	Steel	16	mechanical perforator
E	444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges

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Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
E	1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1213	14S/02E-27J01	Unknown	Cable tool	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1393	14S/02E-27G50	8/9/1991	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 493-504, 518-524, 558-564, 576-612	320	Steel	24, 20, 16	shaped charges
E	1855	14S/02E-28J50	4/15/1988	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	52	Unknown	16	shaped charges
E	1864	14S/02E-34C01	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	16	shaped charges

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EXHIBIT D

Technical Specifications for GraniteRock Ready Mix #00-3-105



Phone: (831) 768-2319 | Fax: (831) 768-2403

Concrete Mix Design Submittal

Malcolm Baldrige National Quality Award Winner 1992

Date: 08/08/2020

Alt. Note: RECOVER for 10 hour Slump Retention

No. 20-001803

Mix Code: 003105

Description: SAND SLURRY 10.5 SK WELL SEAL

Plant: SALINAS

Customer	MONTEREY COUNTY WATER RESOURCES	Design	Tolerance
Project Name	CSIP 2019 WELL DESTRUCTION PROJECT	Air Content	3
Project Address	VARIOUS LOCATIONS	Slump	10
	SALINAS, CA	Design Strength	N/S psi
		Sack Content	10.5 Sack
Usage/ Placement	Well Seal Slurry for Blasting	W/C Ratio	0.41

This mix is designed in accordance with the specification requirements of ACI 318, 301, 211 or Caltrans standards. This mix also meets the requirements of Part II Section 1905A.3 of the California Building Code (CBC) Title 24. It will be batched in accordance with ASTM C-94. All ingredients conform to ASTM C-150, ASTM C-989, ASTM C-618, ASTM C-33, ASTM C-494 and/or ASTM C-260.

In compliance with ASTM C-94 Section 4.6, please instruct the project laboratory of record to include Graniterock on the e-mail distribution list for all compressive strength test results for this mix. Please forward all test reports to kredmon@graniterock.com.

Material Type	Description	Source Supplier	ASTM	Design Quantity	Batch Quantity	Specific Gravity	Volume
Cement	CEMENT TYPE II-V	Lehigh Cement-Type II/V Cement	C150	987 lb	987 lb	3.15	5.02
Fine Aggregate	GRANITE SAND	Graniterock-Wilson Quarry	C33	2494 lb	2494 lb	2.71	14.75
Water	WATER	Municipal Water-Salinas	C1602	400 lb	400 lb	1.00	6.42
Admixture	RECOVER	W. R. Grace Company-Recover	C494	7.5 /cwt	74 lb	-	-
				Air Content		-	0.81
				Yield	3881 lb	-	27.00

Notes:

Intended for use in Well Seal Slurry for Blasting

RECOVER dosage may be adjusted between 7.5 ozs/cwt to 12 ozs/cwt as needed at contractor request

NOTE: The higher the RECOVER dosage utilized, the longer the set delay.

This mix design has been prepared based upon job requirements communicated by our customer. Unless specifically provided in the mix design, the concrete has not been designed for use in special conditions, including high sulfate soils or corrosive environments or for applications requiring the concrete to serve as a water or vapor barrier. If the specifications or site conditions require special strengths, cement types, water/cement ratios, admixtures, or other special characteristics of the concrete mix, please contact your Graniterock representative. This concrete may be made with recycled concrete materials, including reclaimed aggregate and water, unless prohibited by applicable specification or law. It is the customer's responsibility to inform Graniterock if recycled concrete materials are not permitted per the project specifications. This letter constitutes notice that we shall deem a lack of response to this submittal prior to the first pour on this project to constitute an acceptance of this submittal. Graniterock strongly recommends that this mix design be submitted to the owner and/or project design professional to ensure compatibility with project requirements. It is the customer's responsibility to notify Graniterock if this concrete will be delivered to a public works project or its delivery will be otherwise subject to the prevailing wage provisions of AB219, and the customer will be liable for all costs, fees and penalties arising from its failure to do so.



Concrete Mix Design Submittal

Date: 08/08/2020

No. 20--001803

Version 1

Mix Code: 003105

Description: RECOVER for 10 hour Slump Retention

Sieve Size	Fine 20/2010 % Passing	Combined % Passing	Min % Passing	Max % Passing
2"	100.0	100.0		
1-1/2"	100.0	100.0		
1"	100.0	100.0		
3/4"	100.0	100.0		
1/2"	100.0	100.0		
3/8"	100.0	100.0		
No. 4	100.0	100.0		
No. 8	86.0	86.0		
No. 16	57.0	57.0		
No. 30	34.0	34.0		
No. 50	16.0	16.0		
No. 100	5.0	5.0		
No. 200	2.7	2.7		

	Fine 20/2010	Combined
DRUW lb/lb3		
% Agg	100.0	
% Fine Agg	100.0	
SG	2.71	
FM	3.02	3.02

Prepared By:

Katha Redmon

Director, Concrete Products

			
TECHNICAL SERVICES SALES & MARKETING 3000 Executive Pkwy, Suite 240 San Ramon, CA 94583 Telephone (925) 244 6500 FAX (925) 244 6586		TERMINAL LOCATION Lehigh Southwest Cement Co. Stockton Terminal 205 Port Road 1 Stockton, CA 95203 (209) 465 1921	
			
CEMENT TEST REPORT			
Cement: Viscai Type II-V, Low Alkali; ASTM C 150		Report Date: 3/17/2020	
Production Period: January 2020			
STANDARD CHEMICAL REQUIREMENTS ASTM C 114	TEST RESULTS	ASTM C 150-09 SPECIFICATIONS TYPE II TYPE V	
Silicon Dioxide (SiO ₂), %	19.9	20.0 Min	---
Aluminum Oxide (Al ₂ O ₃), %	4.6	6.0 Max	---
Ferric Oxide (Fe ₂ O ₃), %	3.4	6.0 Max	---
Calcium Oxide (CaO), %	64.9	---	---
Magnesium Oxide (MgO), %	3.0	6.0 Max	6.0 Max
Sulfur Trioxide (SO ₃), % ^{Note B}	2.2	3.0 Max	2.3 Max
Loss on Ignition (LOI), %	2.0	3.0 Max	3.0 Max
Insoluble Residue, %	0.29	0.75 Max	0.75 Max
Alkalies (Na ₂ O equivalent), %	0.60	0.60 Max	0.60 Max
Tricalcium Silicate (C ₃ S), % *	66	---	---
Dicalcium Silicate (C ₂ S), % *	7	---	---
Tricalcium Aluminate (C ₃ A), % ^{Note D}	6	8 Max	5 Max
Tetracalcium Aluminoferrite (C ₄ AF), % *	10	---	---
2 (C ₃ A) + C ₄ AF, %	23	---	25 Max
PHYSICAL REQUIREMENTS			
(ASTM C 1038) Expansion @ 14 days, %	0.009	0.020 Max	0.020 Max
(ASTM C 452) Expansion @ 14 days, % ^{Note D}	0.032	---	0.040 Max
(ASTM C 430) -325 Mesh, %	96.6	---	---
(ASTM C 204) Blaine, m ² /kg	375	280 Min	280 Min
(ASTM C 114) Limestone, max, % ^{Note C}	2.3	5 Max	5 Max
(ASTM C 114) Limestone, %CaCO ₃	97.6	---	---
(ASTM C 114) Cement, %CO ₂	1.00	---	---
(ASTM C 191) Time of Setting - Initial (Vicat)	123	45 Min	45 Min
(ASTM C 191) Time of Setting - Final (Vicat)	223	375 Max	375 Max
(ASTM C 451) False Set, %	73	50 Min	50 Min
(ASTM C 185) Air Content, %	6.5	12 Max	12 Max
(ASTM C 151) Autoclave Expansion, %	0.03	0.80 Max	0.80 Max
(ASTM C 187) Normal Consistency, %	24.2	---	---
(ASTM C 109) Compressive Strength, psi (MPa)			
1 Day	2378 (16.4)	---	---
3 Day	4384 (30.2)	1500 (10.3) Min	1160 (8.0) Min
7 Day	5046 (34.8)	2500 (17.2) Min	2180 (15.0) Min
28 Day	6529 (45)	---	3050 (21.0) Min
This cement meets the requirements of specification:			
 Harvey Ortiz Quality Control Manager		ASTM C150 Type II-V, Low Alkali * Adjusted per ASTM C-150 Section A1.6 Caltrans Section 90-1.023(2) Cement ASTM C 1157 Portland Cement Type HS AASHTO Practice E88 accredited laboratory	
Samples Received by Lance Law/Gregg Laam in OK condition			

Applicable ASTM C 150 Notes:

Note B: There are cases where the optimum SO₃ (using Test Method C563) for a particular cement is close to or in excess of the limit in this specification. In such cases where properties of a cement can be improved by exceeding the SO₃ limit stated in this table it is permissible to exceed the values in the table, provided it has been demonstrated by Test Method C1038 that the cement with the increased SO₃ will not develop expansion in water exceeding 0.020% at 14 days. When the manufacturer supplies cement under this provision, he shall, upon request, supply supporting data to the purchaser.

Note C: Limestone addition as per C 150-09 Item 5.1.3

Note D: ASTM C 150 Table 4 for "Optional Physical Requirements" can use ASTM C 452 "Expansion of Mortar Exposed to Sulfate" to qualify instead of chemistry (CSA)

Report shall not be reproduced, except in full, without the prior written approval of Lehigh Southwest Cement Co

ATTACHMENT A
Price Schedule

Please include pricing schedule / rate sheet.

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible for, or required to verify, the accuracy of any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business that falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference that desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

Select that which is applicable to your business entity (at least one for a business to be considered local):

- ☐ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and
- ☐ It employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and
- ☐ Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; or

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "Area" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any):

Business Address:

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

SIGNATURE PAGE

MONTEREY COUNTY WATER RESOURCES AGENCY

RFP #21-001

ISSUE DATE: May 18, 2021



RFP TITLE: Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* Project

PROPOSALS ARE DUE TO THE AGENCY BY
3:00 P.M., LOCAL TIME, ON THURSDAY, JUNE 17, 2021

MAILING ADDRESS:
MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Tamara Voss, vosstl@co.monterey.ca.us, (831) 755-8914

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 2 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project
Page 45 of 45

Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Well Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
A	1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	None	Steel	12	0.109	mechanical perforator
A	114	13S/02E-28E01	9/14/1990	Reverse rotary	400-Foot Aquifer	900	270-540	240	Steel	30, 16	0.312	shaped charges
A	1019	13S/02E-33N04	3/10/1967	Rotary	400-Foot Aquifer	602	338-602	380	Steel	16	0.25	shaped charges
A	1246	13S/02E-33M50	7/23/1966	Rotary	400-Foot Aquifer	590	314-590	313	Steel	12, 10	0.25	shaped charges
A	1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	1599	13S/02E-29F02	11/1/1955	Unknown	400-Foot Aquifer	549	347-539	347	Unknown	10, 16	Unknown	shaped charges
A	1688	13S/02E-27Q02	5/31/1983	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-591	Unknown	Unknown	16	0.25	shaped charges
A	2294	13S/02E-34J50	4/30/1993	Reverse rotary	400-Foot Aquifer	450	230-450	230	Steel	14	0.25	shaped charges
A	2431	13S/02E-29J01	5/1/1957	Rotary	400-Foot Aquifer	600	Unknown	340	Unknown	10	0.25	shaped charges
A	2432	13S/02E-21N01	3/12/1950	Unknown	400-Foot Aquifer	550	350-550	351	Unknown	10	0.25	shaped charges
A	2433	13S/02E-21P01	1/1/1958	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	2434	13S/02E-28B01	12/6/1960	Rotary	400-Foot Aquifer	660	123-143, 169-203, 252-292, 312-349, 381-418	80	Steel	30, 12	0.312, 0.25	shaped charges
A	2435	13S/02E-28H50	8/26/1975	Rotary	400-Foot Aquifer	655	190-553, 613-643	Unknown	Steel	16	0.25	shaped charges
A	2436	13S/02E-27M01	10/15/1976	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	50	Steel	16	0.25	shaped charges
A	2447	13S/02E-34M01	7/9/1982	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	60	Steel	16, 30	0.312, 0.28	shaped charges
A	2455	13S/02E-28M02	5/26/1986	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	760	Steel	12	0.25	shaped charges
A	2683	13S/02E-29D03	4/6/1960	Rotary	400-Foot Aquifer	632	432-632	412	Steel	14, 10	0.25	shaped charges
A	2689	13S/02E-20K50	11/17/1995	Rotary	400-Foot Aquifer	750	440-530, 660-750	420	Unknown	30, 12.75	0.34, 0.312	shaped charges
A	10139	13S/02E-19H01	5/18/1948	Unknown	400-Foot Aquifer	340	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	10140	13S/02E-19R01	3/16/1947	Unknown	400-Foot Aquifer	508	Unknown	354	Unknown	16	Unknown	shaped charges
A	10142	13S/02E-20M02	3/15/1949	Unknown	400-Foot Aquifer	530	Unknown	362	Unknown	10	0.1875	shaped charges
A	10143	13S/02E-21G01	6/1/1947	Unknown	400-Foot Aquifer	406	Below 260	Unknown	Unknown	16	Unknown	shaped charges

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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Wall Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
A	10150	13S/02E-29C02	5/3/1950	Rotary	400-Foot Aquifer	550	Unknown	354	Unknown	16	0.25	shaped charges
A	10156	13S/02E-30A01	8/25/1949	Rotary	400-Foot Aquifer	602	392-602	390	Unknown	16	0.1875	shaped charges
A	10161	13S/02E-32A02	9/1/1958	Unknown	400-Foot Aquifer	600	300-600	Unknown	Unknown	Unknown	Unknown	shaped charges
A	12889	13S/02E-21G02	1/1/1943	Unknown	400-Foot Aquifer	425	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	587	14S/02E-07A01	9/19/1974	Rotary	400-Foot Aquifer	600	390-600	355	Steel	16	0.25	shaped charges
B	718	13S/02E-32N01	5/1/1949	Cable tool	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	824	14S/02E-18A01	9/7/1984	Rotary	400-Foot Aquifer	590	280-480, 490-570	350	Steel	30, 16	0.5, 0.25	shaped charges
B	860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	934	14S/02E-05K02	2/18/1960	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587	None	Unknown	18, 16, 12	0.109, 0.141	shaped charges
B	1109	14S/02E-07J02	9/30/1979	Reverse rotary	400-Foot Aquifer	564	396-564	380	Steel	16	0.25	shaped charges
B	1139	14S/02E-07K01	3/5/1952	Unknown	400-Foot Aquifer	600	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	1153	13S/02E-31A02	9/30/1985	Rotary	Deep Aquifers	1600	850-1600	850	Steel	16, 12	0.375, 0.312	shaped charges
B	1162	14S/02E-05C03	4/14/1988	Rotary	400-Foot Aquifer	580	300-565	74	Steel	30, 16	0.25	shaped charges
B	1169	14S/02E-05F04	3/26/1954	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-334	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
B	1233	14S/02E-05P02	5/20/1955	Cable tool	400-Foot Aquifer	606	464-478, 560-588	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
B	1255	14S/02E-07L05	5/6/1988	Mud rotary	400-Foot Aquifer	610	330-450	300	Steel	30, 16	0.25	shaped charges
B	1257	14S/02E-07L04	8/23/1983	Reverse rotary	400-Foot Aquifer	560	360-560	330	Steel	16	0.281	shaped charges
B	1466	14S/02E-08C03	5/3/1955	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
B	1590	14S/02E-07B50	10/8/1990	Reverse rotary	400-Foot Aquifer	590	310-590	310	Steel	30, 16	0.312	shaped charges
B	1708	13S/02E-32C01	10/17/1949	Unknown	400-Foot Aquifer	562	322-552	302	Unknown	16	Unknown	shaped charges
B	1709	14S/02E-18C01	10/22/1976	Rotary	400-Foot Aquifer	600	330-598	320	Unknown	16	0.25	shaped charges
B	1710	14S/02E-06J03	5/3/1948	Unknown	400-Foot Aquifer	550	375-550	Unknown	Unknown	16	Unknown	shaped charges

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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (Inches)	Casing Wall Thickness (Inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
B	2430	13S/02E-32M02	12/5/1984	Rotary	Deep Aquifers	1630	780-1590	780	Unknown	16, 12	0.312	shaped charges
B	2658	14S/02E-06B01	1/1/1958	Unknown	400-Foot Aquifer	610	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	2682	13S/02E-29M02	4/10/1968	Cable tool	400-Foot Aquifer	566	410-566	350	Steel	12, 10	0.25	shaped charges
B	2691	14S/02E-18E01	7/6/1974	Rotary	Deep Aquifers	870	666-834	300	Steel	14, 12	0.25	shaped charges
B	10158	13S/02E-31K02	9/11/1961	Cable tool	400-Foot Aquifer	568	476-495, 505-549	None	Steel	18, 16, 12	0.141, 0.109	shaped charges
B	10163	13S/02E-32E03	9/20/1954	Cable tool	400-Foot Aquifer	885	418-633	None	Steel	18, 16, 12	0.141, 0.109	shaped charges
B	10191	14S/02E-06R02	2/25/1948	Reverse rotary	400-Foot Aquifer	604	Unknown	352	Unknown	16	Unknown	shaped charges
B	11037	13S/02E-31G04	7/7/1962	Rotary	400-Foot Aquifer	610	252-610	252	Steel	12, 10	0.25, 0.188	shaped charges
B	13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	14355	14S/02E-05C02	11/1/1952	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-522	Unknown	Unknown	18, 16, 12	0.141, 0.109	shaped charges
B	21755	14S/02E-07J03	5/11/2005	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	1340	Steel		0.37, 0.32	shaped charges
C	407	14S/02E-15B01	5/26/1982	Cable tool	400-Foot Aquifer	660	337-342, 363-367, 397-435, 515-548, 573-588, 607-620	52	Steel	14	0.141, 0.109	mechanical perforator
C	694	14S/02E-10F50	1/5/1976	Cable tool	400-Foot Aquifer	600	372-427, 490-570	52	Steel	16	0.141	mechanical perforator
C	780	14S/02E-10M02	10/18/1965	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-545	None	Steel	16	0.141	mechanical perforator
C	859	14S/02E-15N01	9/21/1971	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	60	Steel	14	0.141	mechanical perforator
C	861	14S/02E-15P01	8/3/1965	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	None	Steel	16	0.141	mechanical perforator
C	19	14S/02E-10E02	9/26/1978	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	Unknown	Unknown	Unknown	Unknown	shaped charges
C	279	14S/02E-16H01	5/11/1976	Reverse rotary	400-Foot Aquifer	606	449-599	40	Steel	16	0.25	shaped charges
C	353	14S/02E-16A02	10/17/1973	Cable tool	400-Foot Aquifer	669	430-470, 518-618	48	Steel	12	0.109	shaped charges
C	659	14S/02E-10N51	3/12/1991	Cable tool	400-Foot Aquifer	580	416-442, 540-558	300	Steel	20, 16	0.141	shaped charges
C	1299	14S/02E-09K50	10/17/1973	Rotary	400-Foot Aquifer	614	360-614	340	Steel	12, 10	0.25	shaped charges
C	1324	14S/02E-15C02	6/20/1978	Reverse rotary	400-Foot Aquifer	550	328-550	320	Steel	16	0.25	shaped charges

3 of 5

Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Wall Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
C	1464	14S/02E-09D03	4/24/1961	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478	None	Steel	18, 16, 12	0.109, 0.141	shaped charges
C	1521	14S/02E-09H02	3/9/1965	Unknown	400-Foot Aquifer	498	300-489	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1522	14S/02E-04R02	7/16/1965	Rotary	400-Foot Aquifer	566	302-566	300	Steel	14, 12	0.25	shaped charges
C	1523	14S/02E-09H03	7/20/1972	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363	None	Steel	16, 14	Unknown	shaped charges
C	1548	14S/02E-04N01	2/1/1966	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-185	320	Steel	8	0.31	shaped charges
C	1589	14S/02E-10P02	5/30/1978	Reverse rotary	400-Foot Aquifer	624	330-624	320	Steel	16	0.25	shaped charges
C	1849	14S/02E-04H01	12/24/1973	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	56	Steel	18, 16, 12	0.109, 0.141	shaped charges
C	1851	14S/02E-03M02	3/6/1975	Cable tool	400-Foot Aquifer	587	400-570	248	Steel	12	0.109	shaped charges
C	1958	14S/02E-16C31	10/17/1967	Rotary	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1965	14S/02E-22L01	12/20/90	Reverse rotary	400-Foot Aquifer	680	420-450, 480-590, 580-680	400	Steel	16	0.312	shaped charges
C	2307	14S/02E-22B01	12/12/91	Reverse rotary	400-Foot Aquifer	670	410-440, 450-540, 580-620, 630-670	385	Steel	30, 16	0.312	shaped charges
C	2413	14S/02E-09N02	8/2/1995	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	249	Steel	16	0.141	shaped charges
C	2662	14S/02E-15K01	3/14/1979	Reverse rotary	400-Foot Aquifer	600	300-600	300	Steel	16	0.25	shaped charges
C	2698	14S/02E-04G02	8/20/1996	Rotary	400-Foot Aquifer	620	370-520, 560-610	360	Steel	34, 22	0.25, 0.375	shaped charges
C	2718	14S/02E-17B03	6/18/1996	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	330	Steel	34, 22	0.25, 0.375	shaped charges
C	14490	14S/02E-14N01	3/24/53	Unknown	400-Foot Aquifer	304	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
C	21655	14S/02E-20B03	6/26/1997	Reverse rotary	Deep Aquifers	825	670-730, 785-805	650	Steel	22	0.25	shaped charges
C	22833	14S/02E-03P01	1/31/2006	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	338	Steel	24, 20, 16	0.141, 0.8	shaped charges
D	1046	14S/02E-12B01	11/24/1947	Cable tool	400-Foot Aquifer	672	315-325, 515-580	None	Unknown	14	Unknown	mechanical perforator
D	1163	14S/02E-12N51	7/18/1989	Cable tool	400-Foot Aquifer	628	502-562, 583-597	52	Steel	18, 14	0.141	mechanical perforator
D	2536	14S/02E-01G50	6/17/1974	Cable tool	400-Foot Aquifer	598	225-580	52	Steel	12	0.109	mechanical perforator
D	14326	14S/02E-02E02	11/21/1961	Cable tool	400-Foot Aquifer	532	223-527	None	Steel	12	0.109	mechanical perforator

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Attachment 3
Well Construction Summary Table

4/27/2021

Grouping for RFP	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Casing Wall Thickness (inches)	Suggested Well Destruction Method (open to revision after consultation with contractor)
D	43	14S/02E-14A01	6/10/1993	Cable tool	400-Foot Aquifer	602	472-506, 536-550	300	Steel	16, 20, 24	0.141	shaped charges
D	249	14S/02E-11H02	1/1/1950	Unknown	400-Foot Aquifer	400	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1047	14S/02E-11H01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1636	14S/02E-12L02	5/31/1978	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	50	Steel	26, 14, 12	0.188, 0.25	shaped charges
D	1707	14S/02E-12Q01	1/1/1938	Unknown	400-Foot Aquifer	619	273-280, 288-292	Unknown	Unknown	16	Unknown	shaped charges
D	2686	14S/02E-14B50	5/2/1995	Reverse rotary	400-Foot Aquifer	750	420-570, 660-750	410	Steel	16	0.25	shaped charges
D	2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	2693	14S/02E-02C02	10/1/1945	Unknown	400-Foot Aquifer	575	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	989	14S/02E-26J50	4/20/1965	Cable tool	400-Foot Aquifer	516	390-500	78	Steel	14	0.141	mechanical perforator
E	1861	14S/02E-27G03	4/18/1973	Cable tool	400-Foot Aquifer	495	276-320, 362-368	60	Steel	16	0.141	mechanical perforator
E	444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1213	14S/02E-27J01	Unknown	Cable tool	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1393	14S/02E-27G50	8/9/1991	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 493-504, 518-524, 558-564, 576-612	320	Steel	24, 20, 16	10	shaped charges
E	1855	14S/02E-28J50	4/15/1988	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	52	Unknown	16	Unknown	shaped charges
E	1864	14S/02E-34C01	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	16	Unknown	shaped charges

5 of 5

Proposition 1 Implementation Grant
Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley

Well Destruction Design Plan

Agreement No. D1912532
Monterey County Water Resources Agency
March 2021

Introduction

This Well Destruction Design Plan document has been prepared in order to describe the procedures, methods, and materials that will be used to destroy wells as part of the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project ("Project").

All Project well destruction activities will be conducted in accordance with standards outlined in Bulletins 74-81 and 74-90, *Water Well Standards: State of California* from the California Department of Water Resources and *Monterey County Code Chapter 15.08 Water Wells* and any updates thereto. Well destruction permits for each well will be obtained from the Monterey County Health Department, Environmental Health Bureau.

Well Destruction Design Plan

Wells will be destroyed as part of the Project by moving through a defined process, each step of which is described in this Well Destruction Design Plan. The process includes well depth confirmation, debris removal, and well destruction with specified materials.

- I. Well depth confirmation
 - A. The current depth of each well shall be determined prior to destruction using a weighted graduated steel tape.
 - B. Wells with a measured current depth that differs by more than 5% from the depth recorded on the Well Completion Report, or wells where the original well depth is unknown, shall be video logged.
- II. Debris removal methods
 - A. The well casing shall be cleaned out of all obstructions and bridged or poorly compacted material to original well depth, if known. In cases where the original well depth is unknown, the total depth will be based on the depth that is measured or recorded during video logging.
 - A. Debris removal may be accomplished by bailing, air lifting, or overdrilling. Bailing or air lifting shall be attempted first. All obstructions and bridged or poorly compacted materials shall be removed from the well by overdrilling if the other debris removal methods described in this Plan are unsuccessful.

III. Well destruction methods

A. Once the well has been cleared of any debris or bridged material, the casing must be perforated either mechanically or using explosives. The appropriate method will be based on the well construction method and current condition of the well. The intent of perforating the well casing prior to placement of cement is to penetrate the existing well casing, annular well seal (if damaged), and surrounding geologic formation such that cement can be placed in the voids made accessible by the perforations and prevent vertical hydraulic movement across aquitards. Where available, construction details for wells that are part of the Project are listed in Table 1: Well Destruction List (see end of document).

a. Cable tool wells

- i. Cable tool wells without a conductor casing that extends across one or more aquitards may be perforated mechanically or using explosive charges.
- ii. Cable tool wells with a conductor casing that extends across one or more aquitards must be perforated using explosive charges.
- iii. The depths at which the casing perforations are made will be specified for each well.

b. Rotary wells with annular seal

- i. The casing of a well drilled using a rotary drilling method shall be perforated using explosive charges.
- ii. The charges shall penetrate the well casing and a minimum of ten horizontal inches beyond the well casing.
 1. If there is evidence of failure of the existing annular seal, or suspected failure of the existing annular seal, the seal shall be perforated by the charges as well.
- iii. The depths at which the casing perforations are made will be specified for each well.

IV. Materials for well destruction

- A. Neat cement (grout) shall be emplaced in the well to prevent vertical hydraulic movement across aquitards.
- B. Grout shall be emplaced from the bottom of the well to five feet below the ground surface through a tremie pipe by positive displacement pumping. To ensure that there has been no bridging of the sealing material, verification will be made that the volume of material placed in the well is, at a minimum, equal to the volume of the well.

- C. If explosive charges are not used, the grouting material shall consist of neat cement, consisting of one sack (94 pounds) of Type IV Portland cement and no more than six gallons of water.
- D. Wells that will be perforated with explosive charges may use neat cement or grout consisting of other concrete mixtures as deemed appropriate by the well drilling contractor and blasting contractor, and approved by the Monterey County Health Department - Environmental Health Bureau.
- E. Water used for mixing grout shall be of potable quality, free of deleterious material, suitable for cement mixtures, and compatible with the water chemistry at the well site in order to avoid adverse reactions during the cementing process.
- F. Well casings shall be cut off five feet below grade and completed with a cement "mushroom cap". After the well has been properly filled, including sufficient time for sealing material in the excavation to set, the excavation shall be filled with native soil.

Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
1019	13S/02E-33N04	3/10/67	Rotary	400-Foot Aquifer	602	338-602	X	X
1246	13S/02E-33M50	7/23/66	Rotary	400-Foot Aquifer	590	314-590		X
1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	X	X
1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	X	
2436	13S/02E-27M01	10/15/76	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	X	X
2447	13S/02E-34M01	7/9/82	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	X	X
10161	13S/02E-32A02	9/1/58	Unknown	400-Foot Aquifer	600	300-600	X	X
114	13S/02E-28E01	9/14/90	Reverse rotary	400-Foot Aquifer	900	270-540	X	X
1593	13S/02E-29F02	11/1/55	Cable tool	400-Foot Aquifer	549	347-539	X	X
1688	13S/02E-27Q02	5/31/83	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-541	X	
1708	13S/02E-32C01	10/17/49	Cable tool	400-Foot Aquifer	562	322-552		X
1849	14S/02E-04H01	12/24/73	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	X	X
1851	14S/02E-03M02	3/6/75	Cable tool	400-Foot Aquifer	587	400-570	X	X
2294	13S/02E-34J50	4/30/93	Reverse rotary	400-Foot Aquifer	450	230-450		
2430	13S/02E-32M02	12/5/84	Rotary	Deep Aquifers	1630	780-1590		X
2431	13S/02E-29J01	5/1/57	Rotary	400-Foot Aquifer	600	Unknown	X	X
2433	13S/02E-21P01	1/1/58	Unknown	400-Foot Aquifer	Unknown	Unknown	X	X
2434	13S/02E-28B01	12/6/60	Rotary	400-Foot Aquifer	660	123-143, 163-203, 252-292, 312-349, 381-418	X	X
2435	13S/02E-28H50	8/26/75	Rotary	400-Foot Aquifer	655	190-553, 613-643	X	X
2455	13S/02E-28M02	5/26/86	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	X	X
2698	14S/02E-04G02	8/20/96	Rotary	400-Foot Aquifer	620	370-520, 560-610	X	X
10163	13S/02E-32E03	9/20/54	Cable tool	400-Foot Aquifer	885	418-633		X
19	14S/02E-10E02	9/26/78	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	X	X
694	14S/02E-10F50	1/5/76	Cable tool	400-Foot Aquifer	600	372-427, 490-570	X	X
718	13S/02E-32N01	5/1/49	Cable tool	400-Foot Aquifer	602	Unknown		X
934	14S/02E-05K02	2/18/60	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587		X
1153	13S/02E-31A02	9/30/85	Rotary	Deep Aquifers	1600	850-1600		X

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Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
1162	14S/02E-05C03	4/14/88	Rotary	400-Foot Aquifer	580	300-565		X
1169	14S/02E-05F04	3/26/54	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-534		X
1233	14S/02E-05P02	5/20/55	Cable tool	400-Foot Aquifer	606	464-478, 560-588		X
1464	14S/02E-09D03	4/24/61	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478		X
1466	14S/02E-08C03	5/3/55	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540		X
1521	14S/02E-09H02	3/9/65	Unknown	400-Foot Aquifer	498	300-489	X	X
1522	14S/02E-04R02	7/16/65	Rotary	400-Foot Aquifer	566	302-566	X	X
1523	14S/02E-09H03	7/20/72	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363		X
1548	14S/02E-04N01	2/1/66	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-184		X
1710	14S/02E-06J03	5/3/48	Unknown	400-Foot Aquifer	550	375-550		X
2432	13S/02E-21N01	3/12/50	Unknown	400-Foot Aquifer	550	350-550	X	X
2658	14S/02E-06B01	1/1/58	Unknown	400-Foot Aquifer	610	Unknown		X
2682	13S/02E-29M02	4/10/68	Cable tool	400-Foot Aquifer	566	410-566		X
2683	13S/02E-29D03	4/6/60	Rotary	400-Foot Aquifer	632	432-632	X	X
2689	13S/02E-20K50	11/17/95	Rotary	400-Foot Aquifer	750	440-530, 660-750	X	X
2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	X	X
2693	14S/02E-02C02	10/1/45	Unknown	400-Foot Aquifer	575	Unknown		
10140	13S/02E-19R01	3/16/47	Unknown	400-Foot Aquifer	508	Unknown	X	X
10142	13S/02E-20M02	3/15/49	Unknown	400-Foot Aquifer	530	Unknown		X
10143	13S/02E-21G01	6/1/47	Unknown	400-Foot Aquifer	406	Below 260		
10150	13S/02E-29C02	5/3/50	Rotary	400-Foot Aquifer	550	Unknown	X	X
10156	13S/02E-30A01	8/25/49	Rotary	400-Foot Aquifer	602	392-602	X	X
10158	13S/02E-31K02	9/11/61	Cable tool	400-Foot Aquifer	568	476-495, 505-549		X
11037	13S/02E-31G04	7/7/62	Rotary	400-Foot Aquifer	610	252-610		X
12889	13S/02E-21G02	1/1/43	Unknown	MORO COJO	425	Unknown		
13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown		X
14326	14S/02E-02E02	11/21/61	Cable tool	400-Foot Aquifer	532	223-527	X	

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Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
14355	14S/02E-05C02	11/1/52	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-572		X
22833	14S/02E-03P01	1/31/06	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	X	X
249	14S/02E-11H02	1/1/50	Unknown	400-Foot Aquifer	400	Unknown	X	X
279	14S/02E-16H01	5/11/76	Reverse rotary	400-Foot Aquifer	606	449-599	X	X
353	14S/02E-16A02	10/17/73	Cable tool	400-Foot Aquifer	669	430-470, 518-618	X	X
407	14S/02E-15B01	5/26/82	Cable tool	400-Foot Aquifer	660	337-342, 363-387, 397-435, 515-548, 573-588, 607-620	X	X
587	14S/02E-07A01	9/19/74	Rotary	400-Foot Aquifer	600	390-600		X
659	14S/02E-10N51	3/12/91	Cable tool	400-Foot Aquifer	580	416-442, 540-558	X	X
780	14S/02E-10M02	10/18/65	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-548	X	X
860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	X	X
1109	14S/02E-07J02	9/30/79	Reverse rotary	400-Foot Aquifer	564	396-564	X	X
1299	14S/02E-09K50	10/17/73	Rotary	400-Foot Aquifer	614	360-614	X	X
1324	14S/02E-15C02	6/20/78	Reverse rotary	400-Foot Aquifer	550	328-550	X	X
1589	14S/02E-10P02	6/30/78	Reverse rotary	400-Foot Aquifer	624	330-624	X	X
1590	14S/02E-07B50	10/8/90	Reverse rotary	400-Foot Aquifer	590	310-590		X
1958	14S/02E-16C51	10/17/67	Rotary	400-Foot Aquifer	602	Unknown	X	X
2419	14S/02E-09N02	8/2/95	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	X	X
10139	13S/02E-19H01	5/18/48	Unknown	400-Foot Aquifer	340	Unknown		X
10191	14S/02E-06R02	2/25/48	Reverse rotary	400-Foot Aquifer	604	Unknown		X
22755	14S/02E-07J03	5/11/05	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	X	X
824	14S/02E-18A01	9/7/84	Cable tool	400-Foot Aquifer	590	280-480, 490-570	X	X
959	14S/02E-15N01	9/21/71	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	X	X
861	14S/02E-15P01	8/3/65	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	X	X
1139	14S/02E-07K01	3/5/52	Unknown	400-Foot Aquifer	600	Unknown		X
1255	14S/02E-07L05	5/6/88	Mud rotary	400-Foot Aquifer	610	330-450		X
1257	14S/02E-07L04	8/23/83	Reverse rotary	400-Foot Aquifer	560	360-560	X	X

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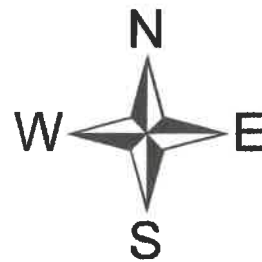
Table 1: Well Destruction List

3/23/2021

Well Destruction List								
Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth	Screened Interval(s)	180-Ft. Aquifer Nitrate Detect (within 1/2 mile radius)	Well located in 180-Foot Aquifer Seawater Intruded Zone (500 mg/L Cl)
1709	14S/02E-18C01	10/22/76	Rotary	400-Foot Aquifer	600	330-598	X	X
2536	14S/02E-01G50	6/17/74	Cable tool	400-Foot Aquifer	598	225-580		
2662	14S/02E-15K01	3/14/79	Reverse rotary	400-Foot Aquifer	600	300-600	X	X
2691	14S/02E-18E01	7/6/74	Rotary	Deep Aquifers	870	666-834	X	X
2718	14S/02E-17B03	6/18/96	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	X	X
21655	14S/02E-20B03	6/26/97	Reverse rotary	Deep Aquifers	825	670-730, 785-805	X	X
989	14S/02E-26J50	4/20/65	Cable tool	400-Foot Aquifer	516	390-500	X	
43	14S/02E-14A01	6/10/93	Cable tool	400-Foot Aquifer	602	472-506, 536-550	X	X
444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	X	
1163	14S/02E-12N51	7/18/89	Cable tool	400-Foot Aquifer	628	502-562, 583-597	X	X
1636	14S/02E-12L02	5/31/78	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	X	X
1707	14S/02E-12Q01	1/1/38	Unknown	400-Foot Aquifer	619	273-280, 288-292	X	X
2686	14S/02E-14B50	5/2/95	Reverse rotary	400-Foot Aquifer	1/19/02	420-570, 660-750	X	X
801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	X	
1046	14S/02E-12B01	11/24/47	Cable tool	400-Foot Aquifer	672	315-325, 515-580		
1047	14S/02E-11H01	Unknown	Unknown	S V GENERAL	Unknown	Unknown	X	X
1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	X	
1213	14S/02E-27J01	Unknown	Cable tool	S V GENERAL	Unknown	Unknown	X	
1393	14S/02E-27G50	8/9/91	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 493-504, 518-524, 558-564, 576-612	X	
1855	14S/02E-28J50	4/15/88	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	X	
1861	14S/02E-27G03	4/18/73	Cable tool	400-Foot Aquifer	495	276-320, 362-368	X	

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Wells Proposed for Destruction



0 0.4 0.8 1.5 Miles



Monterey County Water
Resources Agency
Date: 4/26/2021

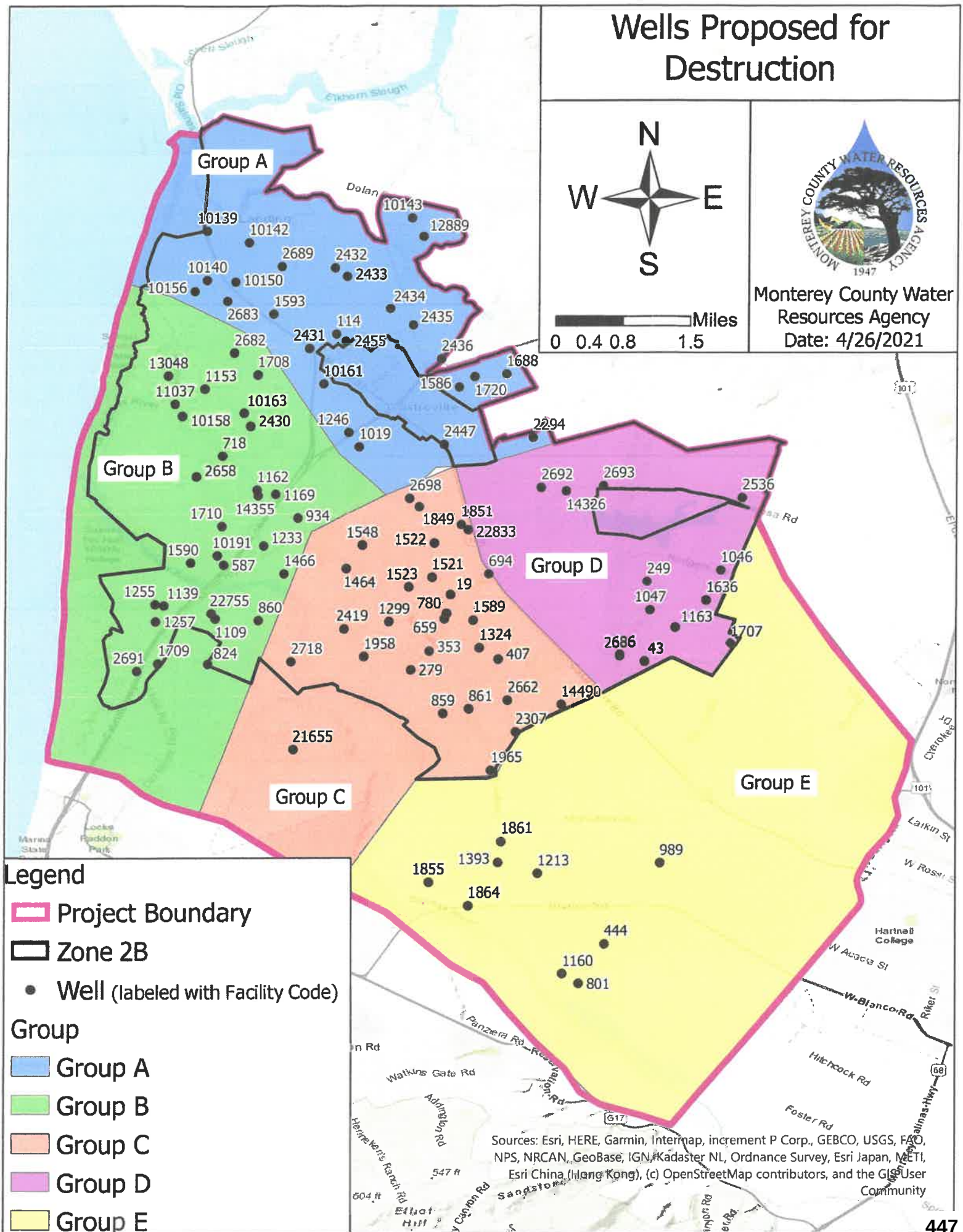


EXHIBIT C
PAYMENT AND PERFORMANCE BONDS

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. HA10103072

Total Premium: \$41,670.06

AIA Document A312

Subject to final contract price adjustment

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Maggiora Bros Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

SURETY (Name and Principal Place of Business):

Hudson Insurance Company
100 William St Fl 5
New York, NY 10038-5044

OWNER (Name and Address):

Monterey County Water Resources Agency
1441 Schilling Pl
Salinas, CA 93901

CONSTRUCTION CONTRACT

Date: on or about August 27, 2021

Amount: \$ 1,992,644

Description (Name and Location):

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E),
Monterey County

BOND

Date (Not earlier than Construction Contract Date): August 27, 2021

Amount: \$ 1,992,644

Modifications to this Bond:

☒ None☐ See Page 3

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiora Bros Drilling, Inc.

SURETY COMPANY:

Hudson Insurance Company

(Corporate Seal)

Corporate Seal)

Signature: 

Name and Title: Secretary

Signature: 

Name and Title:

Catherine A. Pinney

Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

USI Insurance Services, LLC-CA - SPLTY
1383 N McDowell Blvd Ste 170
Petaluma, CA 94954-1190

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED., AIA ©
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON D.C. 20006
THIRD PRINTING - MARCH 1987

A 312-1984

1

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiore Bros Drilling, Inc.

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY COMPANY:

Hudson Insurance Company

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On August 27, 2021 before me, Stacy M. Clinton, Notary Public,
Date Here Insert Name and Title of the Officer
Catherine A. Pinney
 personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney
of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

One Million Nine Hundred and Ninety-Two Thousand Six Hundred and Forty-Four Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.

Dina Daskalakis
Dina Daskalakis
Corporate Secretary

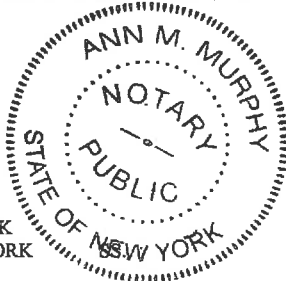
By

Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 27th day of August, 20 21.

(Corporate seal)



By

Dina Daskalakis
Dina Daskalakis, Corporate Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS


Bond No. HA10103072

Total Premium: Included in that of Performance Bond

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Maggiora Bros Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

SURETY (Name and Principal Place of Business):

Hudson Insurance Company
100 William St Fl 5
New York, NY 10038-5044

OWNER (Name and Address):

Monterey County Water Resources Agency
1441 Schilling Pl
Salinas, CA 93901

CONSTRUCTION CONTRACT
Date: on or about August 27, 2021

Amount: \$ 1,992,644

Description (Name and Location):

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E),
Monterey County

BOND
Date (Not earlier than Construction Contract Date): August 27, 2021

Amount: \$ 1,992,644

Modifications to this Bond:
☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiora Bros Drilling, Inc.

(Corporate Seal)

SURETY COMPANY:

Hudson Insurance Company

(Corporate Seal)

Signature:
Name and Title:

Secretary

Signature:
Name and Title:

Catherine A. Pinney

Attorney-in-Fact

(Any additional signatures appear on page 6)

**FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:**

USI Insurance Services, LLC-CA - SPLTY
1383 N McDowell Blvd Ste 170
Petaluma, CA 94954-1190

**OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):**

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED., AIA®
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
THIRD PRINTING - MARCH 1987

A312-1984 4

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

Maggiora Bros Drilling, Inc.

(Corporate Seal)

SURETY Company:

Hudson Insurance Company

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On August 27, 2024 before me, Stacy M. Clinton, Notary Public,
 Date Catherine A. Pinney Here Insert Name and Title of the Officer
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
 Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Catherine A. Pinney
of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

One Million Nine Hundred and Ninety-Two Thousand Six Hundred and Forty-Four Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

Attest.....
Dina Daskalakis
Corporate Secretary

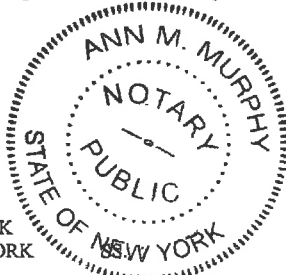
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 27th day of August, 20 21.

(Corporate seal)



By.....
Dina Daskalakis, Corporate Secretary

EXHIBIT D
CERTIFICATES OF INSURANCE

Client#: 1567074

MAGGIBRO1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 201 Mission St 11th Fl San Francisco, CA 94105 628 201-9001	CONTACT NAME: Teresa Rose PHONE (A/C, No, Ext): 628 201-9001 FAX (A/C, No): 610 537-2393 E-MAIL ADDRESS: Teresa.Rose@usi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Redwood Fire and Casualty Insurance Co.</td> <td>11673</td> </tr> <tr> <td>INSURER D : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Redwood Fire and Casualty Insurance Co.	11673	INSURER D : Nautilus Insurance Company	17370	INSURER E : Continental Casualty Company	20443	INSURER F :
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INSURED Maggiara Bros. Drilling Inc. 595 Airport Boulevard Watsonville, CA 95076															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:		4015556058	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4016912684	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE		4016912670	01/01/2021	01/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MAWC232954	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Pollution Liab		CPP202831712	03/05/2021	03/05/2022	\$1,000,000 Each Claim \$1,000,000 Each Occ \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lower Salinas Valley Well Destruction Project (Groups B and E) Monterey County, CA
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Monterey County Water Resources Agency P.O. Box 930 Salinas, CA 93902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

Monterey County Water Resources Agency its officers, agents, and employees are named Additional Insured as respects General Liability and Automobile Liability per the attached endorsement Forms with respect to all work performed by or on behalf of the Named Insured at all locations under contract with the Certificate Holder. Primary and Noncontributory wording applies to General Liability per the attached endorsement.

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CNA PARAMOUNT

General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Designated Construction or Service Projects: EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

- I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single designated project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,

will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular designated project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will

CNA74826XX (1-15)

Page 1 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

**CNA PARAMOUNT****General Aggregate Limit - Designated Projects Endorsement**

reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74826XX (1-15)

Page 2 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

POLICY NUMBER: 4016912684

SCA 23 500D
(Ed. 10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE**A. Towing**

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

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- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto"; or,

- (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,

- (b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

- e. Such physical damage coverage for hired "autos" will:

- (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

- (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution in Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

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- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

 - (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar

governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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**Business Auto Policy
Policy Endorsement**
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MAGGIORA BROS. DRILLING INC.

Endorsement Effective Date: 01/01/2020

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 4016912684

Policy Effective Date: 1/1/21

Policy Page: 54 of 151

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 10 C
(Ed. 01-19)**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description**Waiver Premium (prior to adjustments)**

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/21

Policy No.: MAWC232954

Endorsement No.:

Insured: Maggiora Bros. Drilling Inc.

Premium \$

Insurance Company: Redwood Fire and Casualty

Countersigned by _____

WC 99 04 10 C
(Ed. 01-19)

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EXHIBIT E
ADDITIONAL INSURED INSURANCE POLICY ENDORSEMENTS



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21

**CNA PARAMOUNT**

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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National Fire Insurance Co. of Hartford

Insured Name: MAGGIORA BROS. DRILLING INC.

Policy No: 4015556058

Endorsement No:

Effective Date: 1/1/21