

# County of Monterey

*Board of Supervisor's Chambers  
168 W. Alisal St., 1st Floor  
Salinas, Ca 93901*



## Meeting Agenda

**Monday, November 17, 2025**

**12:00 PM**

**Board of Supervisor's Chambers  
168 W. Alisal St., 1st Floor Salinas, Ca. 93901**

**Join Via Zoom at <https://montereycty.zoom.us/j/99769079850>**

### **Water Resources Agency Board of Directors**

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
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**Participation in meetings:**

**You may attend the Board of Directors meeting through the following methods:**

**1. You may attend in person**

**2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>**

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**Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # 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 BOARD 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 BOARD OF DIRECTORS MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

**4. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting.. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) <mailto:WRAPubliccomment@countyofmonterey.gov> In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.**

**Participacion en Reuniones:**

**Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:**



-  
1. Podar asistir personalmente a la reunion; o,

2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>

3. Para participar for ZOOM, por favor únase for audio de computadora por:  
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Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione \*9 en su teclado.

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

4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) <mailto:WRAPubliccomment@countyofmonterey.gov> Para ayudar al Secretario a identificar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to corresponding Board Report.

**PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.**

**Call to Order at 12:00 P.M.**

**Roll Call**

**Public Comments on Closed Session Items**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
  - b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    1. *Ed Borchard & Sons, LLC v. Monterey County Water Resources Agency*, Monterey County Superior Court Case No. 25CV00461.
    2. *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428, 24CV000848; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

**Recess to Closed Session**

**Reconvene Meeting at 1:00 P.M.**

**Pledge of Allegiance**

**ADDITIONS AND CORRECTIONS BY CLERK: The Clerk of the Board will announce agenda corrections and proposed additions, which may acted on by the Board as provided in Sections 54954.2 of the California Government Code.**

**Public Comment**

**Presentations**

2. San Antonio Dam Safety Projects Update. (Presenter: Elise Harden)

**Attachments:** [San Antonio Dam Update](#)

3. Nacimiento Dam Safety Projects and Status Update. (Presenter: Mark Foxworthy)

4. Overview of the Monitoring Plan for the Deep Aquifers. (Presenter: Amy Woodrow)

**Attachments:** [Monitoring Plan Deep Aquifers With Appendices 20251028](#)

**Consent Calendar**

5. Approve the Action Minutes of the Board of Directors meeting held on October 20, 2025.

**Attachments:** [draft BOD Minutes October 20, 2025](#)

6. Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through September 30, 2025. (Staff: Nan Kim)

**Attachments:** [Board Report](#)  
[FY26 2025.09 Financial Report](#)  
[Board Order](#)

7. 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: Amy Woodrow)

**Attachments:** [Board Report](#)  
[Att1 D1912532 Executed Amd2](#)  
[Att2 Agreement for Services Amendment No3 Maggiora](#)  
[Att3 Agreement for Services Amendment No4Maggiora](#)  
[Board Order](#)

8. 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: Amy Woodrow)

**Attachments:** [Board Report](#)  
[Att1 D1912532 Executed Amd2](#)  
[Att2 Agreement for Services Amendment3 PCWD](#)  
[Att3 Agreement for Services Amendment4 PCWD](#)  
[Board Order](#)

9. Ratify the Agreement for Services with Sonoma County Water Agency in the amount of \$173,185 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). (Staff: Peter Kwiek)

**Attachments:** [Board Report](#)  
[Sonoma Agreement Final with Exhibits 10.8.25](#)  
[Board Order](#)

### **Action Items**

10. Consider recommendation from the Planning Committee to amend the Agency's Bylaws. (Staff: Ara Azhderian)

**Attachments:** [Board Report](#)  
[Proposed Amendments to WRA Bylaws - November 17 2025 BOD FINAL DRAFT](#)  
[PC Recommendation to BOD RE WRAC Membership - November 5, 2025](#)  
[Board Order](#)  
[Resolution](#)

11. Consider recommendation from the Planning Committee to recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

**Attachments:**    [Board Report](#)  
[Deep Aquifers Monitoring MOU rev 2025-10-30 CLEAN DRAFT](#)  
[Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin](#)  
[Board Order](#)

12. Consider recommending the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order (Staff: Ara Azhderian)

**Attachments:**    [Board Report](#)  
[WRA Letter of Support for Modifications to the Cease-and-Desist Order WR 201](#)  
[Board Order](#)

### **Key Information and Calendar of Events**

13. November, December 2025 and January 2026 Calendars.

**Attachments:**    [November 2025](#)  
[December 2025](#)  
[January 2026](#)

14. Save the Date Strategic Planning Workshop

**Attachments:**    [Save the Date Strategic Planning Workshop](#)

### **General Manager's Report**

1. Personnel Update
2. Dam Safety & Operations Financial Strategy
3. SGMA Implementation
4. 2026 Legislative Planning

### **Committee Reports**

15. Committee Agenda's for October and November 2025:

- Water Resources Agency Reservoir Operations Advisory Committee
- Water Resources Agency Finance
- Water Resources Personnel and Administration Committee Notice
- Water Resources Agency Basin Management Advisory Committee

- Water Resources Agency Planning Committee

**Attachments:** [final ResOps Agenda October 30, 2025](#)  
[final Finance Agenda November 7, 2025](#)  
[final P&A Agenda November 7, 2025](#)  
[final Revised BMAC Agenda November 5, 2025](#)  
[final Planning Agenda November 5, 2025](#)

### **Information Items**

16. Reservoir Storage and Releases Update Report. (Staff: Joseph Klein)

**Attachments:** [Reservoir Storage Release Update Report](#)

17. Quarterly Salinas Valley Water Conditions Report for the Fourth Quarter of Water Year 2025. (Staff: Guillermo Diaz-Moreno)

**Attachments:** [Quarterly Rpt 4thQtr WY25 Final](#)

18. 2025 Salinas River Discharge Measurement Series Report. (Staff: Ricardo Carmona)

**Attachments:** [River Series 2025](#)

### **Correspondence**

19. 1. Email Correspondence dated October 22, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Nancy Isakson, President, Salinas Valley Water Coalition re: SVWC letter in response to misleading statements.

**Attachments:** [SVBGSA BOD 10.22.25 final](#)

### **Board of Directors Comments**

### **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: WRAG 25-184

November 17, 2025

**Introduced:** 11/6/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

1. *Ed Borchard & Sons, LLC v. Monterey County Water Resources Agency*, Monterey County Superior Court Case No. 25CV00461.

2. *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428, 24CV000848; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)



# County of Monterey

## Item No.2

### Board Report

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

**Legistar File Number: WRAG 25-177**

**November 17, 2025**

**Introduced:** 11/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

San Antonio Dam Safety Projects Update. (Presenter: Elise Harden)







# San Antonio Dam Update

Elise Harden, PE  
Senior Water Resources Engineer





# San Antonio Dam Update

1. FY 2026 Approved Budget
  - ❖ Fund 116
  - ❖ SB104
2. Regulatory Compliance
  - ❖ Dam Status/Rating
  - ❖ Inspections
  - ❖ Annual Reporting Activities
  - ❖ Emergency Action Plan (EAP)
3. Existing Projects
  - ❖ Spillway Replacement Project
  - ❖ 12" Horizontal Drain Repair
4. Upcoming Projects



# San Antonio Dam

## Regulatory Compliance

### 1. DWR DSOD - Extremely High Hazard Dam

#### **Downstream Hazard**

The downstream hazard is based solely on potential downstream impacts to life and property should the dam fail when operating with a full reservoir. This hazard is not related to the condition of the dam or its appurtenant structures. The definitions for downstream hazard are borrowed from the Federal Guidelines for Inundation Mapping of Flood Risks Associated with Dam Incidents and Failures (FEMA P-946, July 2013). FEMA categorizes the downstream hazard potential into three categories in increasing severity: Low, Significant, and High. DSOD adds a fourth category of "Extremely High."

Downstream Hazard Potential Classification	Potential Downstream Impacts to Life and Property
Low	No probable loss of human life and low economic and environmental losses. Losses are expected to be principally limited to the owner's property.
Significant	No probable loss of human life but can cause economic loss, environmental damage, impacts to critical facilities, or other significant impacts.
High	Expected to cause loss of at least one human life.
Extremely High	Expected to cause considerable loss of human life or would result in an inundation area with a population of 1,000 or more.



### 2. DWR DSOD Rating – "Fair"

Fair	<p>No existing dam safety deficiencies are recognized for normal operating conditions. Rare or extreme hydrologic and/or seismic events may result in a dam safety deficiency. Risk may be in the range to take further action. Note: Rare or extreme event is defined by the regulatory agency based on their minimum applicable state or federal criteria.</p> <p>Other Circumstances:</p> <ul style="list-style-type: none"><li>• Lack of maintenance requires attention to prevent developing safety concerns.</li><li>• Maintenance conditions may exist that require remedial action greater than routine work and/or secondary studies or investigations.</li><li>• Interim or permanent risk reduction measures may be under consideration.</li></ul>
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# San Antonio Dam

## Regulatory Compliance

1. CA Department of Water Resources Division of Safety of Dams (DSOD)
  - a) Annual Inspection
    - i. 2025 Inspection Report Received (Inspection Date: 6/2025)
    - ii. 2026 Inspection – In Field, November 4<sup>th</sup> 2025
  - b) Annual Instrumentation Performance Report
    - i. Inspection date November 13, 2025
    - ii. Settlement Survey March 2026
    - iii. Bi-Monthly Piezometer and Drain Data - ongoing
    - iv. Final Report May 2026
2. California Office of Emergency Services (CalOES)
  - a) Emergency Action Plan (EAP)
    - i. DRAFT comments received: Resubmittal anticipated February 2026



# Dam Safety Projects San Antonio



# San Antonio Dam Safety Projects

Project Schedule		Total Subproject Costs, 2023 Dollars	Total Subproject Costs, 2025 Dollars	Covered by Grants	Unfunded Need (2025)
<b>San Antonio Subprojects</b>					
1	Spillway Replacement	\$ 76,776,780	\$ 82,384,434	\$ 3,800,000	\$ 78,584,434
2	Butterfly Valve Hydraulic Operator Upgrade	\$ 745,790	\$ 800,261	\$ 414,500	\$ 385,761
3	Replace Intake Structure Bulkhead Gate	\$ 409,810	\$ 439,742	\$ 448,000	\$ -
4	Low Level Discharge Valve Maintenance	\$ 279,270	\$ 299,667	\$ 305,000	\$ -
5	Replace Combination Air Release Vacuum Valves	\$ 241,820	\$ 259,482	\$ 219,200	\$ 40,282
6	Install Access Hatch in Low Level Outlet Works Conduit	\$ 780,030	\$ 837,002	\$ 348,600	\$ 488,402
7	Replace Intake Structure Trash Racks	\$ 1,002,590	\$ 1,075,818	\$ 278,750	\$ 797,068
8	Interior and Exterior Paint of Low-Level Outlet Works Conduit	\$ 4,579,600	\$ 4,914,087	\$ -	\$ 4,914,087
9	Horizontal Drain Repair	\$ 544,630	\$ 584,409	\$ 606,000	\$ -
10	Toe Drain Repair	\$ 272,850	\$ 292,779	\$ -	\$ 292,779
11	Abutment Drain Repair	\$ 680,520	\$ 730,224	\$ -	\$ 730,224
12	New Piezometers	\$ 1,898,180	\$ 2,036,820	\$ -	\$ 2,036,820
13	Road Pavement Repair	\$ 680,520	\$ 730,224	\$ -	\$ 730,224
14	New Access Road	\$ 3,787,800	\$ 4,064,455	\$ -	\$ 4,064,455
15	Install Boat Barrier Buoy Line and Replace Spillway Log Boom	\$ 544,630	\$ 584,409	\$ -	\$ 584,409
<b>San Antonio Total</b>		<b>\$ 93,224,820</b>	<b>\$ 100,033,813</b>	<b>\$ 6,420,050</b>	<b>\$ 93,648,944</b>

SB104  
(DWR Grant Agreement – San Antonio ONLY)  
Not total cost of the project as the grant will  
expire prior to project completion.



# San Antonio Spillway Replacement Project

1. Project completion extension granted to December 2031
2. Currently finalizing the Probable Maximum Flood (PMF) & Alternatives Analysis Report
3. Environmental analysis initiated 2025
4. Begin 30% March 2026

NOTE: Estimate \$77 million





# San Antonio Spillway Project Timeline



- “Project Construction” includes project float
- Subject to DSOD review & approval
- Subject to permitting
- Subject to construction funding
- Schedule as of 11/12/25



# San Antonio Dam

## Low Level Outlet Works (LLOW)

1. Boat Barrier Buoy Line Installation
2. Intake Structure Bulkhead Gate Replacement
3. Penstock Access Hatch
4. Butterfly Hydraulic Operator Upgrade
5. Intake Structure Trash Rack Replacement
6. Combination Air Release Vacuum Valves (6) replacements
7. Low Level Discharge Valve Assessment and Servicing
8. Penstock Recoating (downstream of BV)

NOTE: LLOW Combined Estimate \$8 million





# San Antonio Dam Safety Projects

## New Piezometers & Drains (Toe and Abutment):

SA contains all original monitoring instrumentation. Annually, the Agency is required to report bi-monthly readings of all instrumentation to DSOD for submission and review via the Annual Instrumentation Performance Report. Some piezometers have been requested to be investigated and repaired by DSOD. The costs associated with these projects includes condition assessments and repairs/replacements.

Note: Estimate \$1.9 million



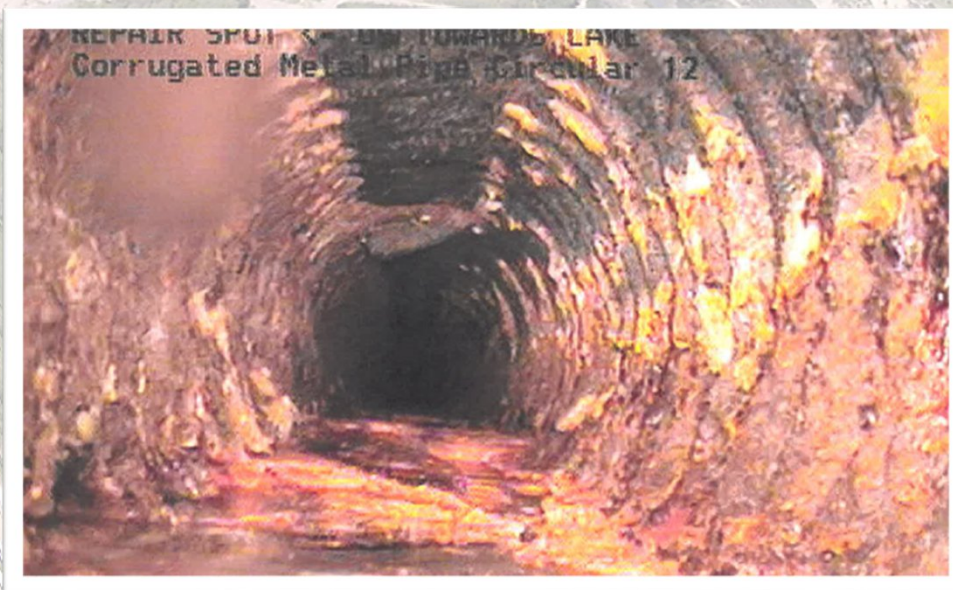


# San Antonio Dam Safety Projects

## 12" Horizontal Drain Repair

A 130 foot 12" CMP horizontal drain runs adjacent to the LLOW tunnel at the toe of the dam. The original pipe is deteriorated and is in need of repair/replacement. The repair will include inserting a smaller diameter pipe and backfilling the annular space with slurry. Design is 90% Complete. Primary remaining costs are for construction funding.

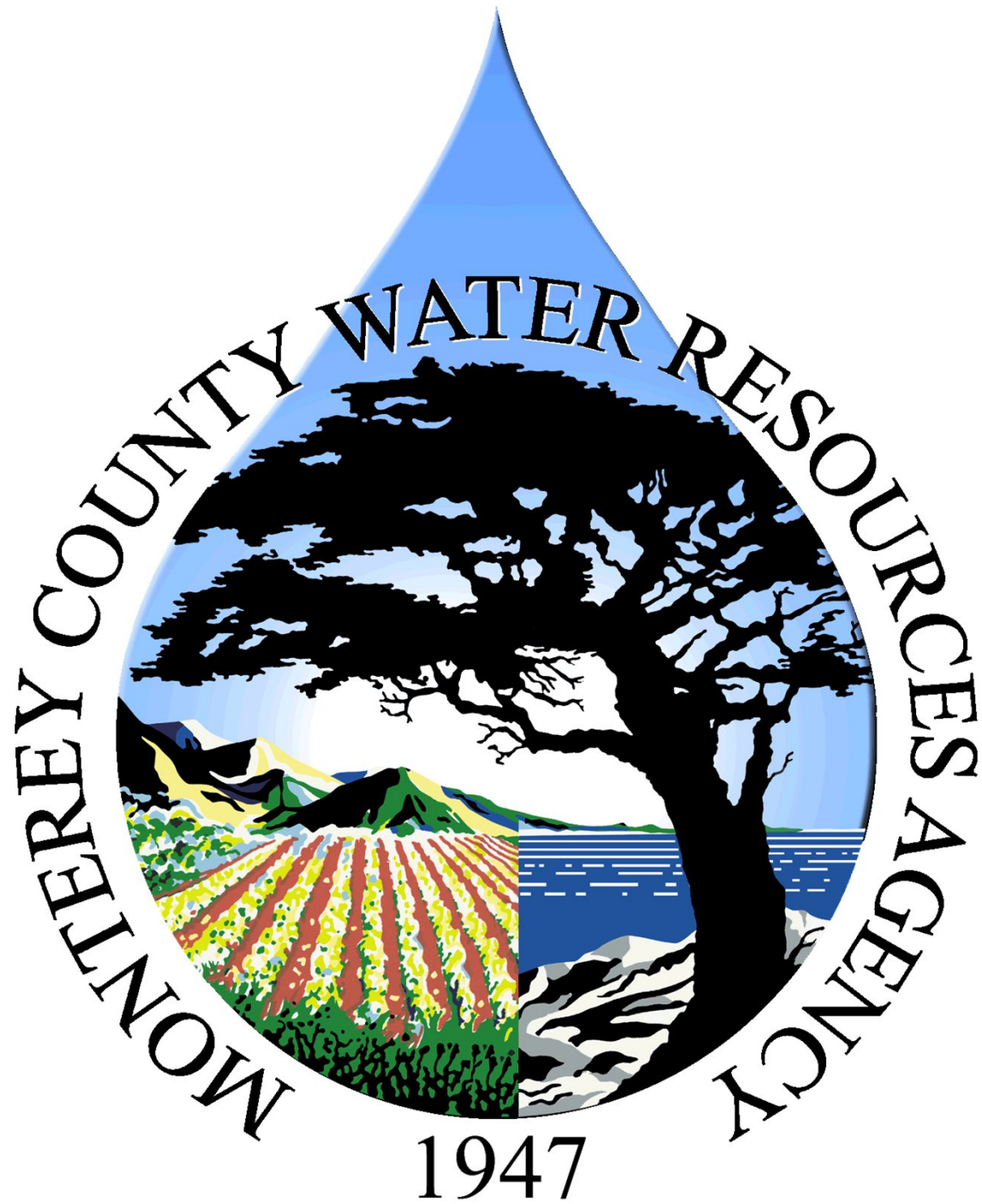
Note: Estimate \$600,000







# QUESTIONS / COMMENTS





# County of Monterey

## Item No.3

### Board Report

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

**Legistar File Number: WRAG 25-178**

**November 17, 2025**

**Introduced:** 11/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Nacimiento Dam Safety Projects and Status Update. (Presenter: Mark Foxworthy)



# County of Monterey

## Item No.4

### Board Report

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

**Legistar File Number: WRAG 25-182**

**November 17, 2025**

**Introduced:** 11/6/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Overview of the Monitoring Plan for the Deep Aquifers. (Presenter: Amy Woodrow)



# Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin

October 2025

Prepared by:

Monterey County Water Resources Agency



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## Appendices

Appendix A: MCWRA Ordinance Number 5426 and Groundwater Monitoring Program Manual

Appendix B: Deep Aquifers Groundwater Elevation and Groundwater Quality Monitoring Network

## Acronyms and Abbreviations

GMP.....	Groundwater Monitoring Program
M&A .....	Montgomery & Associates
MCWDGSA .....	Marina Coast Water District Groundwater Sustainability Agency
MCWRA .....	Monterey County Water Resources Agency
MPDA .....	Monitoring Plan for the Deep Aquifers
MPWMD.....	Monterey Peninsula Water Management District
RMS .....	Representative Monitoring Site
SGBW.....	Seaside Groundwater Basin Watermaster
SGMA.....	Sustainable Groundwater Management Act
SVBGSA.....	Salinas Valley Groundwater Basin

## Acknowledgement

Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources.



## 1.0 Introduction

Groundwater is a critical resource for agricultural, domestic, industrial, and municipal uses in the Salinas Valley Groundwater Basin. As seawater intrusion has impacted the 180- and 400-Foot Aquifers in the coastal region of the Salinas Valley, landowners and water suppliers have turned to the Deep Aquifers as an alternative source for groundwater supply.

Persistently declining groundwater elevations and increasing groundwater pumping in the Deep Aquifers over the past few decades prompted a comprehensive study of the definition, geology, hydrogeology, and water budget of the Deep Aquifers, referred to as the Deep Aquifers Study, which was completed by Montgomery & Associates (“M&A”) in 2024 for the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) and collaborative funding partners (M&A, 2024).

The Deep Aquifers Study included “...recommendations for refining existing monitoring networks to track trends, identify changes, and enhance the understanding of groundwater conditions in the Deep Aquifers.” This *Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin* (“MPDA”) captures the monitoring recommendations from the Deep Aquifers Study and presents an approach for enhancing and expanding the historical network of monitoring wells and methods to improve regional understanding of the Deep Aquifers in the Salinas Valley Groundwater Basin and minimize or eliminate identified data gaps. Monitoring of groundwater elevations, groundwater extraction and injection, and groundwater chemistry and quality will be covered in the MPDA.

The MPDA was prepared by the Monterey County Water Resources Agency (“MCWRA”) for a collaborative working group of entities with water management authority in the Salinas Valley Groundwater Basin including: the County of Monterey, the Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”), MCWRA, and the SVBGSA, collectively referred to as the “Deep Aquifers Working Group”.

## 2.0 Proposed Groundwater Monitoring Program for the Deep Aquifers

Monitoring of groundwater conditions in the Deep Aquifers for resource management is conducted by MCWDGSA, MCWRA, the Monterey Peninsula Water Management District (“MPWMD”), and the Seaside Groundwater Basin Watermaster (“SGBW”), collectively referred to herein as “Monitoring Entity” or “Monitoring Entities”. The MPDA suggests that the Monitoring Entities continue their individual data collection efforts where appropriate and proposes alignment of methodologies and timing for collection and exchange of data from the Deep Aquifers.

The monitoring network described in the MPDA covers the extent of the Deep Aquifers as defined by the Deep Aquifers Study and refers to the regions of the Deep Aquifers described therein (Figure 1).

The focus of the MPDA is collection of groundwater extraction and injection, elevation, and quality data. The MPDA assumes that data management for all wells in the MPDA will be conducted by MCWRA, and that collection and reporting of data will occur by the Monitoring Entities in accordance with existing plans or agreements that have been established to meet regulatory requirements such as Groundwater Sustainability Plans.

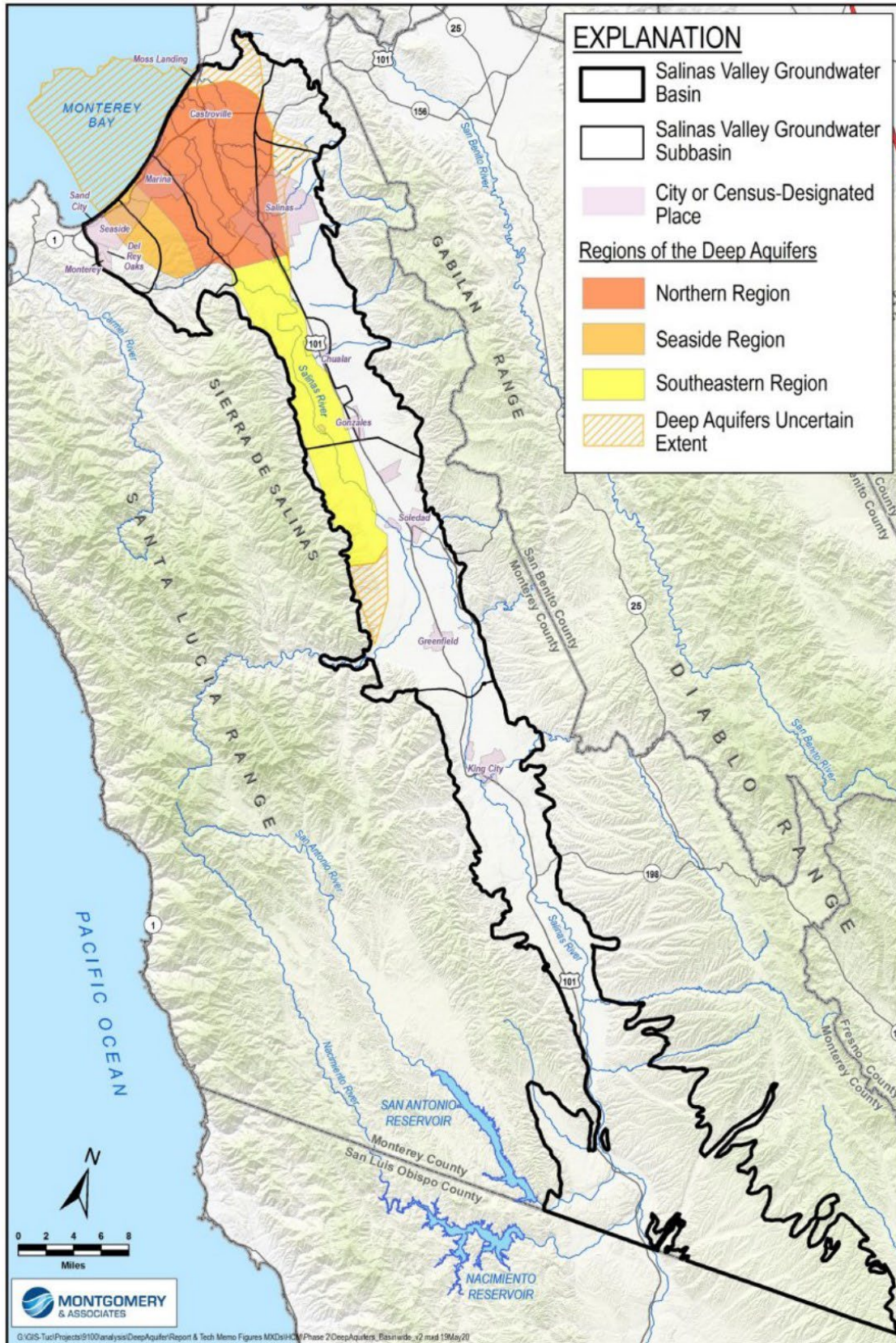


Figure 1: Extent of the Deep Aquifers in the Salinas Valley (M&A, 2024)



## 2.1 Groundwater Extraction and Injection Reporting

Groundwater extraction and injection data “provide critical information for groundwater management and interpretation of groundwater elevation and quality changes” (M&A, 2024). The MPDA proposes a two-pronged approach to monitoring of groundwater extraction and injection data:

- **For the 180/400-Foot Aquifer, Eastside Aquifer, Forebay Aquifer, Langley Area, and Monterey Subbasins:** Any well that is screened partially or fully in the Deep Aquifers and extracts more than two acre-feet per year – i.e. non-de minimis, per the Sustainable Groundwater Management Act – will report monthly totals of groundwater extraction to MCWRA on at least an annual basis, consistent with MCWRA Ordinance Number 5426, MCWRA’s Groundwater Monitoring Program (“GMP”) Manual (Appendix A), and applicable sections of Monterey County Code relating to regulation of water wells.<sup>1</sup>
- **For the Seaside Subbasin:** Any well that is screened partially or fully in the Deep Aquifers and extracts more than five-acre-feet per year – i.e. non-de minimis, per the Seaside Basin Adjudication Decision – will report monthly values of groundwater extraction and/or injection to MPWMD and/or to the SGBW at least once at the end of each Water Year; i.e., October-September period.

MCWRA will, on at least an annual basis, request the groundwater extraction and injection data reported to MPWMD and compile a singular dataset of groundwater extraction and injection for each Water Year. New wells constructed in the Deep Aquifers in any of the subbasins listed in this Section will be added to the groundwater extraction and injection monitoring program as appropriate.

## 2.2 Groundwater Elevation Monitoring

As described in the Deep Aquifers Study, groundwater elevation monitoring helps to identify “rapid change in groundwater conditions” and a comprehensive monitoring network can help to “assess changes in groundwater elevations, groundwater flow, and relationships to overlying and adjacent aquifers.”

The groundwater elevation monitoring network presented herein is comprised of three categories of wells, as suggested by the Deep Aquifers Study:

- **Representative Monitoring Sites (RMS):** intended to represent conditions in the Deep Aquifers.
- **Alternative Monitoring Sites:** wells screened solely in the Deep Aquifers that supplement RMS for the development of groundwater elevation contours.
- **Ancillary Monitoring Sites:** wells that either have a screen interval that extends above the top of the aquitard between the 400-Foot Aquifer and the Deep Aquifers or are located in adjacent aquifers outside the defined extent of the Deep Aquifers.

### 2.2.1 Groundwater Elevation Monitoring Frequency

A data point will be collected from all wells in the Deep Aquifers groundwater elevation monitoring network on at least a quarterly basis. For wells monitored quarterly, groundwater elevation data shall be collected in February, May, August, and November to capture conditions during the seasonal high, seasonal low, and

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<sup>1</sup> Wells serving less than 5 connections are assumed to be de minimis for the purposes of groundwater extraction reporting.

prior to the onset of seasonal precipitation. Wells that are monitored more frequently, such as on a continuous or monthly basis, will continue to be monitored at the existing interval.

Temporal variation in the data collection schedule may occur from time to time as the result of circumstances including, but not limited to, well accessibility, weather conditions, or staff availability. Data collected within 15 calendar days of the stated schedule will be considered acceptable for use as part of the dataset. For example, a measurement collected on March 5 would be considered valid for inclusion in a February dataset.

### 2.2.2 Groundwater Elevation Monitoring Methods

Groundwater elevation measurements can be collected using different methods and equipment. Selection of the most appropriate method may depend on the type of well, surface construction of the well, depth of the well, equipment availability, or other factors. Regardless of the selected method, each will be implemented in accordance with established standards and best practices as provided by the manufacturer and/or in published documents such as the Groundwater Technical Procedures of the U.S. Geological Survey (Cunningham and Schalk, 2011). Appendix B shows the method current used to measure each well in the Deep Aquifers Groundwater Elevation Monitoring Network.

#### 2.2.2.1 *Pressure transducer*

A pressure transducer is an instrument that is permanently installed inside the well and continuously collects water elevation data by detecting changes in the pressure exerted by the water column above it. It can be used in monitoring wells and production wells. This is the preferred method for collecting groundwater elevation data as it provides continuous data at a much higher temporal resolution, which ensures more accurate and reliable monitoring of groundwater levels over time. However, pressure transducers sometimes cannot be installed in older domestic or agricultural wells that lack the necessary infrastructure.

Wells monitored with this method will be visited quarterly by staff to download data and calibrate the instruments. Alternatively, pressure transducers can be paired with cellular or satellite telemetry equipment to allow for remote access to data. Options for deploying telemetry equipment are discussed in Section 3.

#### 2.2.2.2 *Electronic sounder*

An electronic water level meter consists of a graduated tape and a probe that is lowered into the well and emits a sound when it contacts the water surface. While this instrument is easy to use and very accurate, it only provides single-point data rather than continuous monitoring, it requires manual operation and doesn't function properly if there is oil present on the water surface, which is common in many agricultural wells.

#### 2.2.2.3 *Steel tape*

This method for measuring groundwater elevations consists of a steel graduated tape that is lowered into the well until it reaches the water surface. It's an accurate and straightforward method and is currently the only option available when collecting groundwater elevation data in wells that have very small sampling ports, presence of oil, or obstructions. However, it can be very time consuming to ensure accurate measurements with this method.

#### 2.2.2.4 *Sonic water level meter*

This instrument is used to measure water elevations in wells without having to physically lower any devices into the water. It works by emitting sound waves that travel down the well, reflect off the water surface,

and return to the meter. While it's easy to use and avoids contamination by not contacting the water, they can be less accurate than other methods. MCWRA recommends use of this method only when it has been paired for several months with measurements collected from an electronic sounder to establish accuracy and precision at a given well.

#### 2.2.2.5 Well bubbler

A well bubbler is a device that measures the depth to water inside a well by pushing compressed air through small diameter tubing that is installed in the well. Depth to groundwater is calculated based on the pressure needed to clear the tubing. The device includes recording equipment that saves collected readings, which can be recorded continuously. Well bubblers are powered by a small solar panel that is installed next to the well, so use of this method can be dependent on the footprint and accessibility of the well. Wells equipped with this technology would be visited quarterly by staff to download data, though there is also an option to pair the well bubbler with a device that can transmit data via a cellular connection to allow for remote monitoring.

### 2.2.3 Groundwater Elevation Monitoring Network

The Plan recommends a total groundwater elevation monitoring network of 78 wells, which is a combination of 76 existing or planned wells and 2 new wells that would need to be constructed to fill data gaps (Table 1 and Figure 2). Options for approaches to filling data gaps are discussed in Section 3.

**Table 1: Summary of Groundwater Elevation Monitoring Network by Region**

Deep Aquifers Region	Monitoring Network Category	Total Recommended Wells	Wells Needed to Fill Data Gaps for Recommended Total
Northern	RMS	30	1
	Alternative	15	0
	Ancillary	3	0
Seaside	RMS	21	0
	Ancillary	1	0
Southeastern	RMS	4	1
	Ancillary	2	0
Adjacent Aquifers	Ancillary	2	0
<b>TOTAL</b>		<b>78</b>	<b>2<sup>a</sup></b>

<sup>a</sup> The 2 wells needed to fill data gaps are included in the Total Recommended Wells.



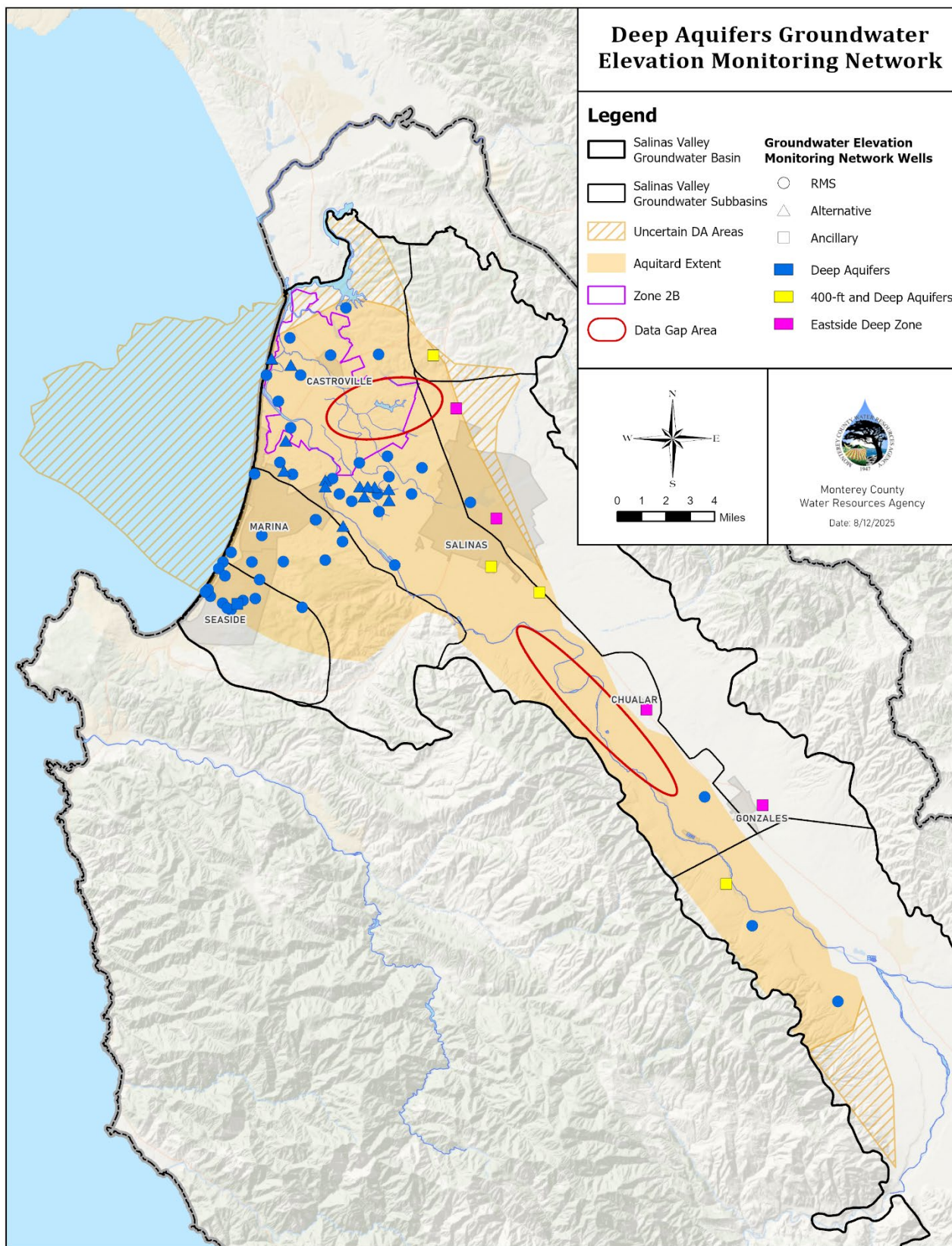


Figure 2: Deep Aquifers Groundwater Elevation Monitoring Network

## 2.3 Groundwater Quality Monitoring

Monitoring of groundwater quality in the Deep Aquifers is used to identify changes in water chemistry, track of the concentration and transport of contaminants of concern, discern any indications of seawater intrusion, and provide data to inform the depositional environment and age of groundwater (M&A, 2024).

The groundwater quality monitoring network proposed in the MPDA expands upon the historical network of wells, which were located in only the Northern and Seaside regions of the Deep Aquifers.

### 2.3.1 Groundwater Quality Monitoring Frequency and Constituents

Wells included in the groundwater quality monitoring network will be sampled at least annually. Wells located in the Seaside Subbasin and portions of the Monterey Subbasin are sampled at least once per year by MPWMD; this practice will continue under the MPDA. All other wells will be sampled by MCWRA, with samples collected annually in June and August to produce an average annual data point for each of the following analytes: calcium, chloride, conductivity, magnesium nitrate, pH, potassium, sulfate, sodium, total alkalinity, and total dissolved solids. All samples will be analyzed at a laboratory that possesses an Environmental Laboratory Accreditation Program certification from the State Water Resources Control Board.

Any new well that is added to the groundwater elevation monitoring network will be sampled once, within 6 months of completion of the well's construction, to establish baseline water quality conditions at the site. If the newly sampled well does not exceed Title 22 standards (for a drinking water well) or Irrigated Lands Regulatory Program standards (for an agricultural well) it will be re-sampled every five years. If any notable changes are observed, the well will be sampled annually.

If feasible, induction logging will be conducted annually at any Deep Aquifers well within the seawater intruded area<sup>2</sup> from which a groundwater quality sample cannot be collected for laboratory analysis.

Except within the Seaside Subbasin, samples will be collected for stable isotope analysis from all Deep Aquifers wells in the RMS monitoring network category during Year 1 and Year 3 of implementing the MPDA.<sup>3</sup> Thereafter, samples for stable isotope analysis will be collected every 5 years.

On a separate timeline, a sample will be collected to establish an isotopic baseline from any new monitoring well installed in the Deep Aquifers within 12 months following construction of the well.

### 2.3.2 Groundwater Quality Monitoring Methods

All groundwater quality samples collected by MCWRA will be consistent with established Standard Operating Procedures and/or an approved Quality Assurance Project Plan.

Groundwater quality samples from Deep Aquifers production wells will be collected using the pump equipment installed on the well. Samples will be collected from a location prior to any fertigation ports and will be collected after a minimum of three casing volumes have been cleared from the well.

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<sup>2</sup> In this application, "seawater intruded area" means any known area of seawater intrusion as defined by MCWRA or other applicable water management agency within the extent of the Deep Aquifers based on best available data.

<sup>3</sup> The first Water Year following execution of an agreement between the Monitoring Entities will be considered "Year 1" as it is utilized in this instance.

Monitoring wells or other wells that do not have permanent pump equipment installed will be sampled using a low-flow sampling methodology that employs a portable bladder pump with dedicated tubing for each well and sampling heads with push-to-connect fittings. A Monitoring Entity may elect to utilize a third-party contractor to collect groundwater quality samples from a monitoring well, so long as the methodology ensures a representative sample of aquifer water collected in a manner that is consistent with, or more robust than, the QAPP for the MPDA.

### 2.3.3 Groundwater Quality Monitoring Network

As proposed in the Deep Aquifers Study, the MPDA includes 61 wells in the groundwater quality monitoring network (Figure 3). Select wells screened in the Eastside Aquifer Deep Zone have been included in the Ancillary category, due to a lack of Deep Aquifers wells in the area (M&A, 2024). The network of 61 wells is comprised of 59 existing wells and 2 wells that are recommended for installation to fill data gaps.

Any new production well that is part of the groundwater elevation monitoring network will be considered for potential addition to the groundwater quality monitoring network.



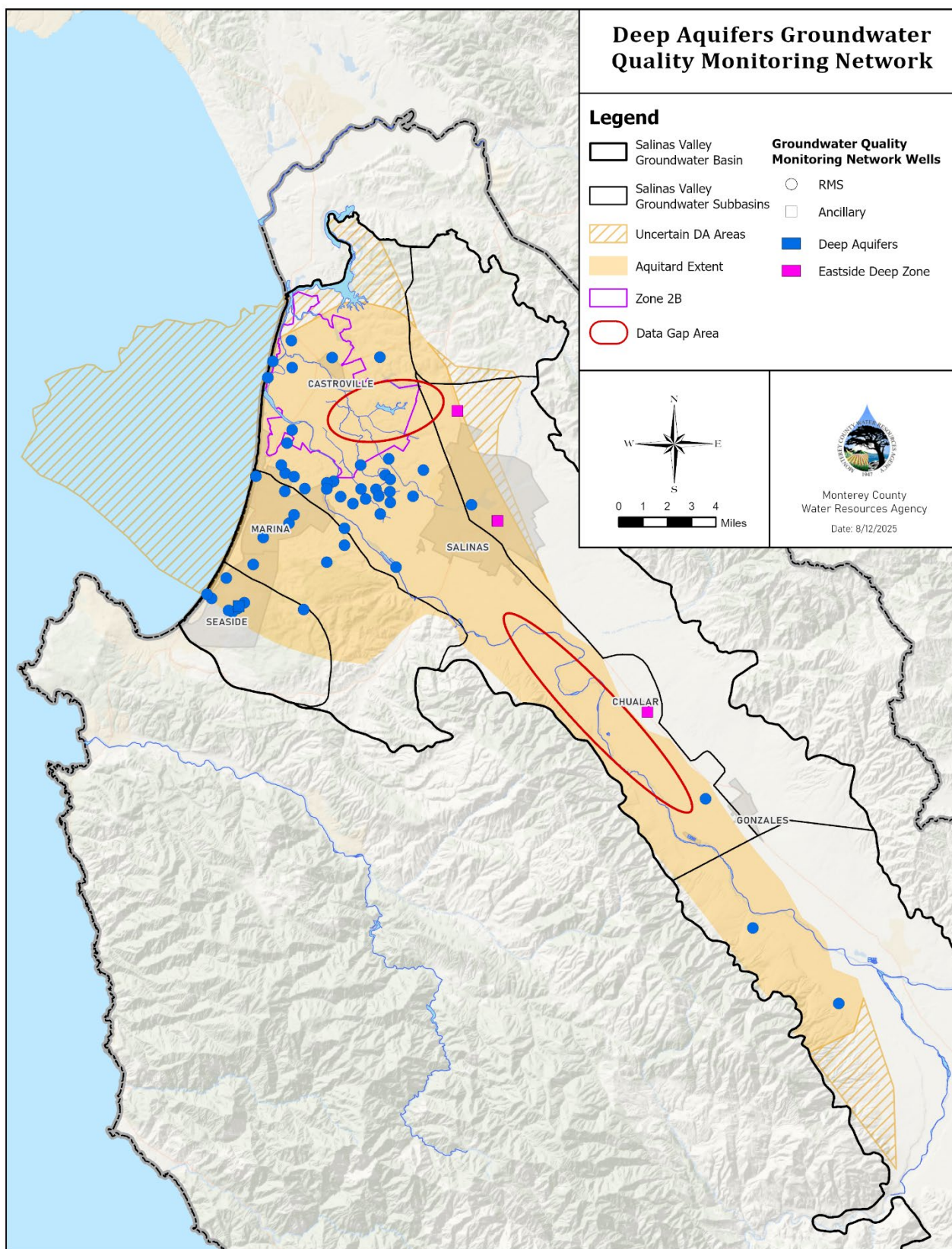


Figure 3: Deep Aquifers Groundwater Quality Monitoring Network

## 3.0 Implementation and Data Gaps

Full implementation of the MPDA may involve some changes and additions to the historical Deep Aquifers monitoring programs that were conducted by MCWD, MCWRA, MPWMD, and the SGBW. Some changes, such as monitoring well installation, are required in order to achieve the purposes of the MPDA. Other changes, such as automation of data collection or use of different sampling methodologies, may help to streamline data collection and processing efforts.

### 3.1 Groundwater Elevation Monitoring – Filling Data Gaps

At least 2 new monitoring wells should be constructed to fill data gaps that have been identified in the historical monitoring networks (Figures 2 and 3). Each data gap should be filled by 1 monitoring well screened in the Deep Aquifers. A schedule, approach, and funding for installing additional monitoring wells will be developed between the Monitoring Entities and are outside the scope of this document.

### 3.2 Groundwater Elevation Monitoring – Data Collection

Where feasible, all dedicated monitoring wells will be equipped with pressure transducers for continuous collection of groundwater elevation data. Telemetry may be deployed at selected wells as deemed appropriate based on the well location and available funding. Sites will be visited quarterly by the Monitoring Entity to download data if a well is not equipped with telemetry, and to collect a manual groundwater level measurement to verify calibration of the pressure transducer.

Manual data collection will occur at least quarterly at all production wells in the groundwater elevation monitoring network.

In cases where the owner of a production well has installed continuous monitoring equipment of their own, the Monitoring Entity may attempt to coordinate with the well owner to access that data. The data may be utilized if the Monitoring Entity can determine that the collection methodology meets all established quality assurance and quality control measures that apply to other wells and data collection equipment in the MPDA.

Groundwater elevation monitoring will be added for new monitoring wells as they are constructed.

### 3.3 Groundwater Quality Monitoring – Data Collection

Prior to construction of the new monitoring wells discussed in Section 3.1, sampling will continue as described in Section 2.3 for existing wells. Groundwater quality monitoring as described in the MPDA will be added for new monitoring wells as they are constructed.

## 4.0 Assessment of the Monitoring Networks

On an annual basis, the groundwater monitoring networks in the MPDA will be evaluated by MCWRA to identify any wells that may need to be replaced due to inaccessibility, problematic measurements, or other factors. Should wells be identified as needing replacement, MCWRA will notify other cooperating agencies in writing of the determination and potential impacts to the groundwater monitoring network and seek consensus on a resolution to any updates.

As new wells are added to the groundwater monitoring networks, or other changes occur, MCWRA will update the Monitoring Entities and this MPDA document accordingly.

## 5.0 References

Cunningham, W.L., and Schalk, C.W., comps., 2011, Groundwater technical procedures of the U.S. Geological Survey: U.S. Geological Survey Techniques and Methods 1-A1, 151 p.

Montgomery & Associates, 2024, Final Report – Deep Aquifers Study.

## **APPENDIX A**

### **MCWRA ORDINANCE NO. 5426 AND GROUNDWATER MONITORING PROGRAM MANUAL**

## **ORDINANCE NO. 5426**

### **AN ORDINANCE OF THE MONTEREY COUNTY WATER RESOURCES AGENCY TO REPEAL ORDINANCE NUMBERS 3660, 3717, AND 3718, AND ADOPT WELL REGISTRATION AND GROUNDWATER REPORTING REQUIREMENTS**

#### **County Counsel Summary**

*This Ordinance repeals Ordinance Numbers 3660, 3717, and 3718, which established Monterey County Water Resources Agency's ("Agency") well registration and extraction reporting regulations for certain areas of the Salinas Valley. This Ordinance adopts updated Agency regulations to require well owners and operators within Monterey County to register wells with the Agency, and periodically report well extraction data if further action is taken by the Agency Board of Supervisors by resolution. This Ordinance also affirms certain Agency requirements for groundwater level and quality monitoring. This Ordinance allows the Agency to enter into groundwater management support service agreements to provide groundwater monitoring and data reporting with requesting entities. The Ordinance also provides for Agency collection of a regulatory fee to be set by resolution of the Agency Board of Supervisors. Lastly, the Ordinance provides for a variance process, and establishes penalties for violations.*

The Board of Supervisors of the Monterey County Water Resources Agency ordains as follows:

#### **SECTION 1. Findings and purpose.**

A. Pursuant to authority granted to it by the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52, on January 26, 1993, the Board of Supervisors ("Board") of the Monterey County Water Resources Agency ("Agency") adopted Ordinance Number 3660, which enacted new registration provisions for groundwater extraction facilities with a discharge pipe having an inside diameter of at least three inches in Agency Zones 2, 2A, and 2B.

B. On February 2, 1993, the Agency Board adopted Ordinance Number 3663, which enacted groundwater extraction reporting requirements in Agency Zones 2, 2A and 2B in the Salinas Valley Groundwater Basin, commonly known as the Groundwater Extraction Management System ("GEMS").

C. On July 27, 1993, the Agency Board adopted Ordinance Number 3696, which amended portions of Ordinance Number 3663 to advance the time by which flow meters must be installed in certain areas.

D. On October 5, 1993, the Agency Board adopted Ordinance Numbers 3717 and 3718, repealing Ordinance Numbers 3663 and 3696, but reestablishing GEMS requirements in Agency Zones 2, 2A, 2B which encompass a portion of the Salinas Valley Groundwater Basin.



E. Since 1993, the Agency has been collecting GEMS data subject to the provisions of Ordinance Numbers 3717 and 3718; subject to a 1995 settlement agreement with the Salinas Valley Water Coalition, Ralph Riva, James Gianolini, and Roger Moitoso concerning Ordinance No. 3717; and the Agency has consistently produced annual reports thereafter, including ordinance mandated agricultural and urban water conservation plan reports.

F. In addition to GEMS data, the Agency collects groundwater level and groundwater quality data to monitor changes in seawater intrusion and the status of groundwater basins generally.

G. In the fall of 2014, the California State Legislature adopted, and the Governor signed into law, three bills commonly known as the Sustainable Groundwater Management Act (“SGMA”) generally set forth in Water Code section 10720 *et seq.*

H. SGMA was signed into law mandating the sustainability of groundwater basins throughout the state by at least 2040 for “high priority basins in a critical state of overdraft”, and 2042 for “high priority” and “medium priority” basins, as determined by the California Department of Water Resources (“DWR”).

I. SGMA assigns responsibility to the DWR for regulatory oversight through the evaluation and assessment of groundwater sustainability plans (“GSPs”), and the provision of ongoing assistance to local agencies through the development of best management practices, guidance, planning assistance, technical assistance, and financial assistance.

J. SGMA provides for the formation of local groundwater sustainability agencies (“GSAs”) to formulate and implement GSPs throughout the state, in lieu of county or state control.

K. DWR has identified five groundwater basins, and six subbasins, in Monterey County. There are six GSAs in Monterey County, all dependent upon groundwater data to inform, develop, implement, update, and demonstrate to the DWR progress of their GSPs towards maintaining or achieving sustainability, that may want to engage and leverage the existing institutional knowledge, data collection and reporting expertise of the Agency.

L. The Agency Board hereby adopts this Ordinance to define the Agency’s roles and responsibilities with regard to the monitoring and reporting of groundwater status in Monterey County, including groundwater levels and quality; to require well registration and extraction quantity reporting for its own purposes, and at the request of other entities with groundwater management responsibilities; to establish a regulatory fee to support implementation of this Ordinance; and to promote improved service to stakeholders dependent upon Monterey County’s groundwater resources.

M. The Agency’s groundwater level monitoring provides indicators of seasonal and long-term changes in groundwater levels, the amount of groundwater in storage, geographic and hydrogeologic distribution of groundwater recharge, and direction of groundwater flow throughout the applicable basin. Specific to the Salinas Valley Groundwater Basin (“SVGB”), groundwater level monitoring can assist the Agency in understanding how different areas of the SVGB interact

with the surface water system, which can inform operational decisions for Nacimiento and San Antonio Reservoirs.

N. The California State Water Resources Control Board maintains the Electronic Water Rights Information System (eWRIMS) to track water rights in the state, to which some Wells in the County and subject to this Ordinance may be required to report. eWRIMS contains information on water right permits and licenses issued by the State Water Board and other claimed water rights. eWRIMS is also a module of the State Water Board's California Integrated Water Quality System (CIWQS) program.

O. The Agency's groundwater quality monitoring program in the coastal region allows the Agency to monitor temporal and geographic changes in the extent of seawater intrusion in the SVGB. This data informs decisions related to operation of Agency projects (e.g., Castroville Seawater Intrusion Project, Salinas River Diversion Facility); it also has a supporting role in land use management and permitting decisions that the Agency may advise other County of Monterey departments on, such as implementation of County General Plan policies and recommendations about well permitting to the Health Department.

P. This Ordinance is entitled to a categorical exemption of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations section 15306, which exempts: "basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." This Ordinance will allow for continued and new groundwater extraction data reporting to aid the Agency and other entities engaged in the management and scientific investigation of groundwater resources within Monterey County and to aid in the evaluation of groundwater basin sustainability. Specifically, the groundwater extraction data will provide information concerning groundwater level, usage, and quality. If any projects stem from the use of this data, such project will appropriately be evaluated under CEQA. Further, none of the exceptions listed in 14 California Code of Regulations 15300.2 apply to this project. There is no reasonable possibility that the activities stemming from this Ordinance will have a significant effect on the environment due to unusual circumstances.

## **SECTION 2. Authority.**

A. The Agency's enabling legislation is located at California Water Code, Appendix Chapter 52, and the Agency's authority and jurisdiction derive from this legislation.

B. The Agency has jurisdiction over matters pertaining to water within the entire area of Monterey County, including both incorporated and unincorporated areas. The Agency has authority to carry on technical and other necessary investigations, make measurements, collect data, make analyses, studies, and inspections pertaining to water supply. For those purposes, the Agency has the right of access through its authorized representatives to all properties within the Agency and may enter upon those lands and make examinations, surveys, and maps thereof.

C. The Agency Board of Supervisors may adopt, by ordinance, reasonable procedures, rules, and regulations to implement the Agency Act, and may specify that a violation of an ordinance is an infraction. The Agency Board further has power to perform all other acts necessary or proper, including, as allowed by law, establishing fees, taxes, or assessments to be levied and collected, to accomplish the purposes of the Agency Act.

### **SECTION 3. Repeal.**

The Board of Supervisors of the Monterey County Water Resources Agency hereby repeals Ordinance Numbers 3660, 3717, and 3718, which enacted similar but not identical provisions, and adopts this Ordinance as fully described herein.

### **SECTION 4. Definitions.**

A. "Abandoned well" means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.

B. "Agency" means the Monterey County Water Resources Agency.

C. "Agency Act" means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).

D. "Board" means the Board of Supervisors of the Monterey County Water Resources Agency.

E. "County" means the County of Monterey.

F. "Electronic Water Rights Information System" or "eWRIMS" means the California State Water Resources Control Board's system to track water rights in the state and also a module of the State Water Board's California Integrated Water Quality System program.

G. "Monterey County" means the geographical area of Monterey County.

H. "Requesting Entity" means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).

I. "Water Year" means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.

J. "Well" means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. "Well" includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this ordinance, "well" does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells;

(2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.

K. "Well Operator" means a person or entity authorized by a Well Owner to operate a Well.

L. "Well Owner" means a landowner or landowners that own a Well.

#### **SECTION 5. Provision of Services.**

Upon mutual written agreement between the Agency and any Requesting Entity, the Agency may provide groundwater monitoring, data reporting, and groundwater management support services to the Requesting Entity. Such action shall be taken by Board approval.

#### **SECTION 6. Well Registration.**

A. All permits, which are required to construct, repair, reconstruct, or destroy a Well in Monterey County, are issued by the County pursuant to Monterey County Code Chapter 15.08. The Agency collaborates with the County during the application review process for many, but not all Wells, and will rely upon information provided to the County to fulfill this Ordinance's registration requirements, to the extent practicable, as determined solely by the Agency.

B. The Agency may, for its own purposes, require registration of Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken through a Board resolution.

C. The Agency may require registration of Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to an executed agreement between the Agency and Requesting Entity. Such action shall be taken through a Board resolution.

D. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, unless the Well is first registered with the Agency.

E. A Well Owner or Well Operator must properly register their Well(s) within 30 days of completed construction or upon a request by the Agency to do so, in a manner prescribed by the Agency, with such request being acceptably transmitted through direct written correspondence by United States Mail or other electronic means to the Well Owner or Well Operator.

F. The Agency may periodically require Well Owners or Well Operators to update registration information. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, if the requested information has not been properly and timely provided to the Agency. Further, Well Owners or Well Operators shall provide updated Well registration information to the Agency within 30 days of a change in Well Owner or contact information for an existing Well Owner, or of a change in

Well Operator or contact information for an existing Well Operator, or upon completion of a change to the physical structure of the Well.

G. Upon proper completion of registration, the Agency will issue a certificate of registration to the Well Owner and the Well Operator, if applicable.

H. For all Abandoned Wells, the Well Owner or Well Operator shall report such abandonment to the Agency within 30 days of abandonment. The report shall indicate the steps taken to comply with all legal requirements regarding such abandonment.

#### **SECTION 7. Groundwater Extraction Reporting.**

A. The Agency may, for its own purposes, require reporting of groundwater extraction quantities from Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken by Board approval.

B. The Agency may require reporting of groundwater extraction quantities within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. Every Well Owner or Well Operator reporting groundwater extraction quantities within Monterey County to the State Water Resources Control Board's eWRIMS shall report that same information to the Agency for the purpose of implementing this Ordinance.

D. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring the extraction of groundwater. Every Well Owner or Well Operator required to report groundwater extractions for the purposes of implementing this Ordinance shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

E. Every Well Owner or Well Operator reporting groundwater extraction quantities within Monterey County to the State Water Resources Control Board's eWRIMS shall comply with the State Water Board's "Measurement and Reporting Manual", as may be amended. Those relying upon a State Board approved "Alternative Compliance Plan" shall submit such plan to the Agency for review and acceptance, which shall not be unreasonably withheld.

F. Every Well Owner or Well Operator subject to reporting is required to keep records tallying the total monthly extraction of groundwater, per Well, and to report those extractions in a manner prescribed by the Agency on behalf of the Requesting Entity or the Agency. The annual reporting period shall be the Water Year.

G. Every Well Owner or Well Operator required to report groundwater extractions must do so no later than November 1, following each Water Year, in a manner prescribed by the Agency. Any Well Owner or Well Operator may report more frequently for convenience or if

required by Agency Board resolution. In addition, the report shall include any information necessary to keep Well registration information current.

H. Every Well Owner or Well Operator required to report groundwater extractions must exercise due diligence to maintain and promptly repair all approved measuring equipment. In the event of a measuring method failure, the Well Owner or Well Operator shall notify the Agency in writing, within two weeks of discovery, to report the failure, propose a repair plan, and to determine if utilization of one of the alternate methods of measurement authorized by Agency policy is practicable if restoration of the primary measuring method cannot be achieved within an agreeable timeframe. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring failure within two months. The Agency may calculate an unmeasured extraction value by averaging usage from the month before and after to fill a data gap, or by averaging historical usage over the same period, if available, unless otherwise mutually agreed. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to impose an alternative measurement method will be billed to the Well Owner.

I. The Agency may, from time to time, test the accuracy of extraction measuring methods approved for Wells subject to this Ordinance, to ensure that measuring methods and equipment remain operational and in conformity with acceptable standards, as defined by the Agency. The Agency may, for its own purposes or on behalf of a Requesting Entity, develop policies and procedures through Board resolution, which may include random sampling, to ensure consistent and equitable measurement of extractions. If a measuring method is determined to be inaccurate, the Agency shall immediately notify the Well Owner or Well Operator in writing to determine if utilization of one of the alternate methods of measurement authorized by the Agency is practicable, if proper calibration of the primary measuring method cannot be achieved within one week. The cost to correct the calibration a measuring method shall be borne by the Well Owner or Well Operator. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring inaccuracy within two weeks. The Agency may recalculate an extraction value based upon the measured discrepancy and revise Well extraction data up to the beginning of the then current Water Year. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to correct an inaccuracy or impose an alternative measurement method will be billed to the Well Owner.

J. Extraction data obtained through this Ordinance shall be used only for purposes consistent with the authorities of the Agency. Access and distribution of personally identifiable information will be restricted to the fullest extent allowed by law, including but not limited to California Government Code section 6250 *et seq.*, Civil Code section 3426 *et seq.*, and Water Code section 13751 *et seq.*

#### **SECTION 8. Groundwater Level and Quality Monitoring and Reporting.**

A. The Agency may, for its own purposes, collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County for the purposes of implementing this Ordinance.

B. The Agency may collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring groundwater level and quality. If applicable, every Well Owner or Well Operator required to report groundwater level or groundwater quality data shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

#### **SECTION 9. Variance.**

A. Any Well Owner or Well Operator may, at any time, apply in writing for a variance from the strict application of this Ordinance and applicable Board resolutions. The application for the variance shall be filed with the Agency, on a form prescribed by the Agency. The Agency General Manager may dispense with the requirement of a written application upon finding that an emergency condition requires immediate action on the variance request.

B. The Agency General Manager may grant a variance to the terms of this Ordinance and applicable Board resolutions upon finding that the strict application of this Ordinance and applicable Board resolutions would create an undue hardship, or that an emergency condition requires that the variance be granted.

C. In granting a variance, the Agency General Manager may impose time limits and any other conditions in order to ensure that the variance is consistent with this Ordinance and applicable Board resolutions. The variance, and all time limits and other conditions attached to the variance, shall be set forth in writing, and a copy of the written variance shall be provided to the Well Owner or Well Operator. The decision of the Agency General Manager may be appealed to the Board pursuant to Subsection D of this Section.

D. Any Well Owner or Well Operator whose variance has been denied, or granted conditionally, may appeal to the Board, in writing, within fifteen calendar days after any such denial or conditional granting. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least 14 calendar days prior to the hearing. After such hearing, the Board may wholly or partly, maintain, reverse, or modify the order or determination that is subject of the appeal.

E. No Well Owner or Well Operator shall operate or maintain a Well for which a variance has been granted hereunder, or use water therefrom, in violation of any of the terms or conditions of the variance.

## **SECTION 10. Recovery of Regulatory Program Costs.**

For the purposes of implementing this Ordinance, the Agency may allocate and recover costs associated with the development, implementation, enforcement, and perpetuation of a regulatory groundwater monitoring program on a per-Well basis, not based on extraction data, within Monterey County. Such regulatory fees shall be as established by a resolution of the Board.

## **SECTION 11. Enforcement and Penalties.**

A. No Well Owner or Well Operator shall operate or maintain a Well, or use water therefrom, in violation of this Ordinance or any resolution adopted in accordance with this Ordinance.

B. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction.

C. Any violation which occurs or continues to occur from one day to the next shall be deemed a separate violation for each day during which such violation occurs or continues to occur.

D. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction and shall be assessed: (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of this Ordinance within one year of the first violation; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of this Ordinance within one year of the first violation.

E. Any violation of this Ordinance or any resolution adopted in accordance with this Ordinance is hereby declared to be a public nuisance. The Agency may commence civil proceedings to abate such nuisance and seek civil penalties which may be imposed by a court against persons found by the court to have committed the nuisance.

F. Any Well Owner or Well Operator who violates this Ordinance or any resolution adopted in accordance with this Ordinance shall be liable for the cost of enforcement, which shall include, but need not be limited to, the cost of investigation, court costs, attorney's fees, and the cost of monitoring future compliance.

G. The Agency's General Manager is authorized and empowered to enforce the provisions of this Ordinance or any resolution adopted in accordance with this Ordinance. The Agency's General Manager shall first send written notice of a failure to comply by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. If such notice to comply is not cured within 15 calendar days, the Agency's General Manager shall send written notice of a violation by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. Service by mail shall be deemed to have been completed at the time of deposit in the United States Post Office.



H. Any Well Owner or Well Operator who has received notice of violation may appeal to the Board, in writing, within fifteen calendar days after service of the notice of violation. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least 14 calendar days prior to the hearing. After such hearing, the Board may, wholly or partly, maintain, reverse, or modify the notice of violation.

**SECTION 12. Severability.**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Agency Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

**SECTION 13. Effective Date.**

This ordinance shall become effective on the thirty-first day following its adoption.

**PASSED AND ADOPTED** on this 1<sup>st</sup> day of October 2024 by the following vote:

AYES       Supervisors Church, Lopez, Root Askew, and Adams  
NOES       None  
ABSENT    Supervisor Alejo  
ASTAIN    None  
Motion Passed 4 to 0



Glenn Church, Chair  
Monterey County Board of Supervisors

ATTEST:

VALERIE RALPH  
Clerk of the Board of Supervisors

By:   
Deputy Emmanuel H. Santos

APPROVED AS TO FORM



Kelly L. Donlon  
Assistant County Counsel

# Monterey County Water Resources Agency's Groundwater Monitoring Program Manual

October 1, 2024

## Section 1 Introduction

This Groundwater Monitoring Program Manual (“Manual”) is a supplement to Monterey County Water Resources Agency (“Agency”) Ordinance No. 5426. The purpose of the Manual is to establish guidelines for the types of data collected, the schedule and time frames for data submittals, the applicability of certain programs based on geography or water user type, and methods and equipment for data collection.

The Manual also establishes the guidelines for data that is requested from the Agency by external entities, in accordance with Ordinance No. 5426 and outlines requirements associated with those requests. The Manual is reviewed regularly and may be updated as the Agency’s or external entity’s needs evolve.

Four Agency groundwater monitoring programs are covered by the Manual: Well Registration, Groundwater Extraction Monitoring, Groundwater Level Monitoring, and Groundwater Quality Monitoring.

## Section 2 Definitions

1. Abandoned well – means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.
2. Accuracy – means the measured value relative to the actual value, expressed as a percentage and calculated as:  $\text{Accuracy} = 100\% * (\text{Measured Value} - \text{Actual Value}) / \text{Actual Value}$ .
3. Actual Value – means the value as determined through laboratory, design, or field-testing protocols.
4. Agency – means the Monterey County Water Resources Agency.
5. Agency Act – means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).
6. Board – means the Board of Supervisors of the Monterey County Water Resources Agency.

7. County – means the County of Monterey.
8. De minimis extractor – means a person who extracts, for domestic purposes, two acre-feet or less per year (California Water Code section 10721(e)).
9. Human consumption – means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.
10. Inactive or standby well – means a well not routinely operating but capable of being made operable with a minimum effort.
11. Local Small Water System – means a system for the provision of piped water for human consumption that serves at least two, but not more than four, service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system. “Local small water system” does not include two or more service connections on a single lot of record where none of the dwellings are leased, rented, or offered for renumeration.
12. Measured Value – means the value indicated by a Measuring Device or determined through calculations using other measured values.
13. Measuring Device – means any device capable of recording the date, time, and a numeric value of either water flow rate, water velocity, water elevation, or volume of water diverted.
14. Monterey County – means the geographical area of Monterey County.
15. Qualified Individual – means any person meeting the criteria specified in the Manual who can perform the required tasks for using and installing a Measuring Device.
16. Reference Point – means the fixed location from which a groundwater level measurement is collected at a well and the elevation of that fixed location.
17. Requesting Entity – means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).
18. Service connection – means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

19. Small Public Water System – means a system for the provision of piped water to the public for human consumption that has at least fifteen but not more than one hundred ninety-nine service connections or regularly serves at least twenty-five individuals at least sixty days out of the year. A small public water system includes “community water system” and “noncommunity water system” as defined in Section 116275(i) and (j), respectively, of the California Health and Safety Code, and “non-transient noncommunity water system” as defined in Section 116275(k) of the California Health and Safety Code, and a “transient-noncommunity water system” as defined in California Health and Safety Code Section 116275(o), as these sections may be amended from time to time.
20. State Small Water System – means a system for the provision of piped water to the public for human consumption that serves at least five, but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.
21. Water Year – means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.
22. Well – means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. “Well” includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this Manual, “well” does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; (2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.
23. Well Operator – means a person or entity authorized by a Well Owner to operate a Well.
24. Well Owner – means a landowner or landowners that own a Well.

## Section 3 Well Registration Program

### 3.1 Geographic Extent

The Well Registration Program applies to all wells located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.



### 3.2 General Requirements

Well registration must be completed by submitting the required data to the Agency using the well registration portal available at *[insert link when available]*. Information about and assistance with completing well registration are available at *[insert URL when available]* or by contacting the Agency at 831-755-4860. Wells that are currently registered with the Agency and which meet the data requirements in Section 3.3 will not have to re-register but the Well Owner may be asked to verify the well registration data on file with the Agency and provide updates as applicable.

### 3.3 Data Requirements

The following data must be submitted to the Agency when a well is initially registered and must be updated by contacting the Agency when any changes occur.

1. Well owner name, address, phone number, and email address.
2. Well operator name, address, phone number, and email address.
3. Name of Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
4. Number of connections to Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
5. Geographic coordinates of the well location collected via GPS, with accuracy within 20 feet. Note that GPS-enabled smartphones are typically accurate to within a 16-foot radius under open sky ([www.gps.gov](http://www.gps.gov)).
6. Scaled map showing the well location and the area served water from the well, with relevant geographic features and landmarks labeled (e.g., roads, intersections).
7. Well name (owner-given well identification).
8. Well construction details including all the following information:
  - a. Date of construction
  - b. Drilling method
  - c. Total well depth
  - d. Perforation/screen interval(s)
  - e. Annular seal depth
  - f. Casing diameter
  - g. Casing material
  - h. Depth of pump
  - i. Pump motor horsepower
  - j. Discharge pipe diameter
9. Use category(ies) for which water from the well will be used (e.g., domestic, municipal, agriculture).
10. Status of the well (active, inactive or standby, or abandoned).
  - a. A well owner may demonstrate the inactive or standby status of a well by actions including, but not limited to, keeping the well structure in good condition; preventing the accumulation of vegetative growth or debris at the well and in adjacent areas; and retaining equipment and infrastructure necessary for operation of the well, such as pumps, piping, or a power source for operating the well.
11. Number of existing and anticipated service connections.

12. Description of water quantity measuring device(s) on the well.
13. Description of each water quantity measuring device on all service connections receiving water from the facility.
14. Electrical meter service numbers and plant numbers for each well having such a number.
15. Copy of the Well Completion Report.
16. Copy of the County of Monterey well construction permit that was issued for the well, and any other related County well permits.
17. Copy of any borehole geophysical logs collected during the well drilling.
18. Copy of any pump testing data obtained during well drilling and development.

## Section 4 Groundwater Extraction Monitoring Program

### 4.1 Geographic Extent

The Groundwater Extraction Monitoring Program applies to non-*de minimis* extractors located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

### 4.2 General Requirements

1. Groundwater extraction data are required from all non-*de minimis* users i.e., wells pumping more than 2 acre-feet per year (AF/yr.) for domestic use.
2. Groundwater extraction data must be collected on a monthly basis for each Water Year (i.e., October 1 through September 30).
3. Monthly totals of groundwater extracted must be reported to the Agency no later than November 1 for the prior Water Year.
4. Data that are reported to the State Water Resources Control Board Electronic Water Rights Management System (eWRIMS) must also be reported to the Agency and be identified as being reported to both entities.
5. Any Measuring Device required by this Manual must be purchased, installed, and maintained by the well owner or operator.

### 4.3 Data Collecting and Reporting

1. Well owners or operators must collect and maintain monthly records of groundwater extraction volumes and cumulative totals including:
  - a. Quantity of water produced by each well.
  - b. Quantity of water produced for each use type.
2. Annual reporting submitted to the Agency must specify the type of approved Measuring Device that was used to collect data at each well. Currently approved Measuring Devices include all of the following: flow meter, electrical meter, or hour meter. Additional types of Measuring Devices or equipment may be considered and approved for use in the future. When new Measuring Devices are approved by the Agency as described in Ordinance

5426, Well Owners or Well Operators of Wells currently registered with and reporting extractions to the Agency using a currently approved Measuring Device as described in this Manual or “Alternative Compliance Plan” will not have to re-request approval from the Agency to continue using a currently approved Measuring Device or “Alternative Compliance Plan”.

a. Annual reporting occurs online through an application maintained by the Agency at [https://apps.co.monterey.ca.us/wra\\_gems/](https://apps.co.monterey.ca.us/wra_gems/).

b. Information about how to use the application is available at <https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems>.

3. Well owners or operators using the flow meter method must abide by the following:

a. Flow meters must be tested every five years by a Qualified Individual and calibrated to comply with applicable Agency specifications in (b) and (c) below. Upon completion of the test, a copy of the test report including the flowmeter reading must be submitted to the Agency.

i. A Qualified Individual may be any of the following:

I. Anyone trained and experienced in water measurements and reporting.

II. A California-registered Professional Engineer or a person under their supervision.

III. A California-licensed contractor for C-57 well drilling or C-61/D-21 Limited Specialty: Machinery and Pumps.

IV. Any individual who has completed a class on measurement devices and methods offered through the University of California Cooperative Extension.

V. Hydrologist or Professional Engineer experienced and trained in water measurement.

b. Flow meters must be installed per manufacturer instructions.

c. Flow meters must come from the manufacturer with a provable accuracy of +/- 2%. The Measured Value must read within +/- 10% at all times after installation.

d. Reported data must include monthly readings from the flow meter and associated meter number.

4. Well owners or operators using the electrical meter method must abide by all of the following:

a. Quantities of water must be reported based on calculations using accurate electrical bills, data from pump efficiency tests, and formulas that are approved by the Agency.

- b. Electrical bills must be based on electrical meters on the well. The well's use of electricity must be the only electrical use measured by the electrical meter.
  - c. Reported data must show the kilowatt hours used each month by each well.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the electrical meter reading on the date of the test. The pump efficiency test report must be submitted to the Agency no later than October 31 of the year in which it was conducted.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.
5. Well owners or operators using the hour meter method must abide by all of the following:
- a. Quantities of water must be reported based on calculations using readings from hour meters, discharge rates from pump efficiency tests, and formulas approved by the Agency.
  - b. Hour meters must be accurate to within 2% of correct time.
  - c. Information showing the total number of hours each facility was operated in each month must be submitted to the Agency.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the hour meter reading on the date of the test and discharge rates determined pursuant to the test.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.

## Section 5 Groundwater Level Monitoring Program

### 5.1 Geographic Extent

The Agency monitors groundwater levels throughout Monterey County, primarily within the Salinas Valley Groundwater Basin, but also in areas of Lockwood Valley (Attachment B).



## 5.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual. In addition to the data requirements therein, the Agency will collect data regarding the Reference Point elevation of the well.

The Agency may install a well data tag at the well site to indicate that the well is part of a monitoring program. The well data tag will be labeled with the site's State Well Identification Number.

## 5.3 Data Collection

The Agency measures groundwater levels on a monthly basis at some well sites and biannually or annually at other well sites. The Agency adheres to the following field methods and data management practices.

### 5.3.1 Field Methods

Groundwater level data collected from wells is intended to reflect static (i.e., non-pumping) groundwater conditions. Best efforts are made to ensure that wells are not pumping and have not recently been pumped prior to collecting a groundwater level data point. Depth to water measurements are made using one or more of the methods discussed in the following sections. The Agency's groundwater level data collection methodology is based on the standardized *Groundwater Technical Procedures of the U.S. Geological Survey* (2011) available at <https://pubs.usgs.gov/tm/1a1/> and the State of California Department of Water Resources *Groundwater Elevation Guidelines* (2010).

#### 5.3.1.1 Graduated Steel Tape

The following steps must be completed prior to taking a measurement:

- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook or application.
- Review the notes and comments associated with previous measurements to determine if there are any unique circumstances at the well.
- Take note of whether oil has previously been present at the well. This will be recorded in the comments section of the data collection form.
- Evaluate the well and surrounding area to determine if the well may have recently been operating.

To collect a measurement:

- Use the previous depth to water measurement to estimate a length of tape that will be needed.
- Lower the tape into the well, feeling for a change in the weight of the tape, which typically indicates that either (a) the tap has reached the water surface or (b) the tape is sticking to the side of the well.

- Continue lowering the tape into the well until the next whole foot mark is at the reference point. This value on the tape should be recorded in the field data collection notebook or application.
- Bring the tape to the surface and record the number of the wetted interval to the nearest foot.
- In an oil layer is present, read the tape at the top of the oil mark to the nearest foot. Note in the comments section of the data form that oil was present.
- Repeat this procedure a second time and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *5.3.1.2 Electric water level meter*

This method of measurement employs a battery-powered water level meter and a small probe attached to a ruled length of cable. Depth to water measurements collected using this equipment are recorded to the nearest tenth of an inch. This instrument is sometimes referred to as a “sounder.”

The following steps must be completed prior to taking a measurement:

- Review the field data sheet for the well and note whether oil has been present at this well in the past. The electric water level meter should not be used in wells where oil is present.
- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook.
- Confirm that the water level meter is functioning and is turned on so that the beeping indicator will operate properly.

To collect a measurement:

- Review previous depth to water measurements for the well to estimate the length of tape that will be needed.
- Lower the electrode into the well until the indicator sounds, showing the probe is in contact with the water surface.
- Place the tape against the reference point and read the depth to water to the nearest 0.1 foot. Record this value on the field data sheet.
- Make a second measurement and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *5.3.1.3 Sonic water level meter*

This meter uses sound waves to measure the depth to water in a well. The meter must be adjusted to the air temperature outside the well. There is a card with reference temperatures in the case with the sonic meter.

Making a measurement:

- Insert the meter probe into the access port and push the power-on switch. Record the depth from the readout.
- Record the depth to water measurement in the field data collection notebook or application.
- No disinfection of the instrument is required because it does not come into contact with the water surface.

#### *5.3.1.4 Pressure transducer*

Automated water-level measurements are made with a pressure transducer attached to a data logger. Pressure transducers are lowered to a depth below the water level in the well and fastened to the well head at a reference point. Data points are logged on an hourly basis.

The Agency uses factory-calibrated, vented pressure transducers; the specific model and cable length is customized for each well. A desiccant is also used to avoid damage to the equipment from moisture.

Agency staff collects the pressure transducer data once per quarter. During the data collection process, data loggers are stopped, and the data is downloaded onto a laptop, and then the data logger is reactivated and scheduled to begin collecting data again on the next hour.

## **Section 6 Groundwater Quality Monitoring Program**

### **6.1 Geographic Extent**

The Agency monitors groundwater quality in the coastal region of the Salinas Valley Groundwater Basin and at selected monitoring wells in the Forebay Aquifer (3-004.04) and Upper Valley Aquifer (3-004.05) Subbasins (Attachment C).

### **6.2 Record Keeping**

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual.

### **6.3 Data Collection**

The Agency collects groundwater quality samples twice per year from wells in the groundwater quality monitoring program. Additional samples may be collected as needed for special projects or to meet the needs of a Requesting Entity.

Field blanks and field duplicates are collected as part of the groundwater quality monitoring program to evaluate the sample collection process for contamination from exposure to ambient conditions, sample containers, or improper sampling and handling techniques. Field blank

samples are obtained by pouring deionized (DI) water acquired from the Monterey County Consolidated Chemistry Laboratory into a sample container that has been triple-rinsed with DI water at the sampling location. If target analytes are identified in field blanks, sampling and handling procedures will be reevaluated and corrective actions, consisting of but not limited to re-training of field personnel, contact with the laboratory, invalidation, or qualifying of results, will be taken.

Field duplicates are collected and analyzed for the same analytical parameters as the native samples. The duplicate sample will be collected immediately after collection of the native sample, following the same sampling protocols.

The Agency adheres to the protocols set forth in the *Quality Assurance Project Plan for Water Quality Monitoring Associated with the Salinas Valley Integrated Water Management Plan* (EPA R9#03-238, X-97994701-0) approved by the U.S. Environmental Protection Agency in August 2007.

#### 6.3.1 Groundwater Quality Sample Identification and Handling

Sample containers are high density polyethylene (HDPE), 0.25-gallon (approximately 1 liter) size for complete mineral analysis. Sample containers and caps are purchased in bulk and the caps for the containers are packaged separately. Sterility of the sample containers is not of importance because samples are not analyzed for microbiological testing. No chemical field preservation of the samples is required.

Sample containers are labeled with pre-printed labels. The collection date, collection time, and sampler name are recorded in the field with an indelible marker.

All samples are handled, prepared, transported, and stored in a manner so as to minimize contamination and spills. After collection, samples caps are checked for tightness, and the samples are immediately placed in an ice chest. During travel between sites, ice chest lids are kept tightly closed. Blue ice packs are used in sufficient quantity so that all samples are stored at  $4\pm 2^{\circ}\text{C}$ .

Chain-of-custody (COC) forms are provided by the Monterey County Consolidated Chemistry Laboratory and filled out by field personnel while in the field. The COC accompanies the samples at all times in order to ensure the custodial integrity of the samples. The COC form includes the sample site, which is identified by State Well Identification Number or Quality Control sample, if appropriate.

Upon relinquishing the sample(s) to the Monterey County Consolidated Chemistry Laboratory, the sampler signs and dates the COC form. Lab personnel will then receive the sample(s), check the temperature, mark the date and time received, assign unique lab identification numbers (lab IDs) to each sample, and sign the COC form. The signed COC form is copied; the lab keeps the



original and a copy is given to the sampler. Hard copies of COC forms are maintained by Agency for a period of ten years.

### 6.3.2 Analytical Methods

Groundwater samples, including field blanks and field duplicates, are analyzed for an “Ag Waiver Panel” consisting of the following analytes: calcium, cation-anion balance, chloride, conductivity, magnesium, nitrate, pH, potassium, sodium, sulfate, total alkalinity, and total dissolved solids.

Samples are analyzed at the Monterey County Consolidated Chemistry Laboratory, which is part of the Monterey County Health Department and holds Certification Number 1395 from the Environmental Laboratory Accreditation Program (ELAP). ELAP is part of the Division of Drinking Water at the State Water Resources Control Board.

## **APPENDIX B**

### **DEEP AQUIFERS GROUNDWATER LEVEL AND GROUNDWATER QUALITY MONITORING NETWORK**

**Appendix B**  
**Deep Aquifers Groundwater Level Monitoring Network**

Facility Code	Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Data Source	Monitoring Frequency	Monitoring Network Type
13	13S/02E-31A02	Deep Aquifers	850-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
75	13S/02E-19Q03	Deep Aquifers	1,220-1,550	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
22681	13S/01E-36J02	Deep Aquifers	1,301-1,361	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
22929	14S/02E-28H04	Deep Aquifers	940-1,030	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
23135	14S/02E-28C02	Deep Aquifers	720-1,140	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26127	14S/02E-21L02	Deep Aquifers	1,240-1,780	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26393	14S/02E-18B01	Deep Aquifers	1,120-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26473	14S/02E-19G01	Deep Aquifers	1,020-1,900	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26677	14S/02E-26D01	Deep Aquifers	885-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26854	14S/02E-22J02	Deep Aquifers	1,080-1,620	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26934	14S/02E-34M01	Deep Aquifers	800-1,645	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26954	14S/02E-23P02	Deep Aquifers	740-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26955	14S/02E-27J02	Deep Aquifers	810-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26973	14S/02E-26A10	Deep Aquifers	990-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26975	14S/02E-26J04	Deep Aquifers	845-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
225553	15S/03E-10D04	400-ft and Deep Aquifers	600-950	Urban	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Ancillary
498	13S/02E-15M03	400-ft and Deep Aquifers	800-1,050	Industrial	180/400-ft. Aquifer	Northern	MCWRA	Quarterly	Ancillary
22656	14S/03E-07P50	400-ft and Deep Aquifers	510-1,125	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Quarterly	Ancillary
1672	14S/02E-06L01	Deep Aquifers	860-1,540	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
2261	13S/01E-25R01	Deep Aquifers	1,323-1,383	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
10164	13S/02E-32E05	Deep Aquifers	775-1,585	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
21356	15S/02E-04A03	Deep Aquifers	890-910	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22274	14S/01E-24L02	Deep Aquifers	1,820-1,860	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22275	14S/01E-24L03	Deep Aquifers	1,410-1,430	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22276	14S/01E-24L04	Deep Aquifers	1,040-1,060	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22277	14S/01E-24L05	Deep Aquifers	930-950	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22755	14S/02E-07J03	Deep Aquifers	1,450-1,570	Industrial	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
22928	13S/02E-28L03	Deep Aquifers	1,080-1,330	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
24033	14S/02E-22A03	Deep Aquifers	980-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26103	14S/02E-21K04	Deep Aquifers	1,240-1,800	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26313	14S/02E-33E01	Deep Aquifers	1,045-1,095	Monitoring	Monterey	Northern	MCWRA	Daily	RMS
26314	14S/02E-33E02	Deep Aquifers	1,680-1,760	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
26394	14S/02E-20E01	Deep Aquifers	1,120-2,020	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26655	14S/03E-19C01	Deep Aquifers	833-1,723	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26674	14S/02E-27K02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26974	14S/02E-26G01	Deep Aquifers	820-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26988	14S/02E-25A03	Deep Aquifers	810-1,700	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26989	14S/02E-23J02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26993	14S/02E-35B01	Deep Aquifers	870-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26994	14S/02E-14R02	Deep Aquifers	880-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
	F Tank well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**
27165	E-DA-2	Deep Aquifers	1,230-1,280	Monitoring	Eastside Aquifer	Northern	MCWRA	Daily	RMS
22951	13S/03E-30K50	Deep Aquifers	570-900	Agricultural	Langley Area	Northern	MCWRA	Quarterly	RMS
27084	15S/02E-12C02	Deep Aquifers	950-1,000	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Daily	RMS

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.

\*\*\*Equipped with data logger and manually monitored quarterly.

Monitoring Plan for the Deep Aquifers  
October 2025

**Appendix B**  
**Deep Aquifers Groundwater Level Monitoring Network**

Facility Code	Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Data Source	Monitoring Frequency	Monitoring Network Type
27104	16S/05E-30F02	Deep Aquifers	1,020-1,080	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Daily	RMS
	Lapis Rd well*	Deep Aquifers	TBD	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Not monitored yet	RMS**
	4th Ave well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**
22996	16S/05E-28K50	Eastside Deep Zone	600-830	Agricultural	Eastside Aquifer	Outside DA Extent	MCWRA	Monthly	Ancillary
26134	16S/04E-03K01	Eastside Deep Zone	762-1,060	Agricultural	180/400-ft. Aquifer	Outside DA Extent	MCWRA	Monthly	Ancillary
	Paralta	Deep Aquifers	440-810	Urban	Seaside	Seaside	Seaside Watermaster	Monthly	Ancillary
	Camp Huffman (D)	Deep Aquifers	950-1,320	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-07-Deep	Deep Aquifers	800-840	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-07-Shallow	Deep Aquifers	600-640	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-08-Deep	Deep Aquifers	900-940	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-08-Shallow	Deep Aquifers	740-780	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-09-Deep	Deep Aquifers	790-830	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-11-Deep	Deep Aquifers	1,090-1,120	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Military	Deep Aquifers	184-264	Urban	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Ord Grove #2	Deep Aquifers	356-476	Urban	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Ord Grove Test	Deep Aquifers	355-480	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Ord Terrace-Shallow	Deep Aquifers	356-476	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Paralta Test Well	Deep Aquifers	430-800	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-E Deep	Deep Aquifers	650-700	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-E Shallow	Deep Aquifers	350-400	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-W Deep	Deep Aquifers	825-875	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-W Shallow	Deep Aquifers	525-575	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Sentinel MW #1	Deep Aquifers	1,130-1,490	Monitoring	Monterey	Seaside	Seaside Watermaster	Quarterly	RMS***
	Sentinel MW #2	Deep Aquifers	990-1,480	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS***
	Sentinel MW #3	Deep Aquifers	860-1,290	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS***
	Sentinel MW #4	Deep Aquifers	705-930	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS***
	FO-09R-Shallow	Deep Aquifers	540-585	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS**
22926	17S/05E-08L02	400-ft and Deep Aquifers	330-810	Agricultural	Forebay Aquifer	Southeastern	MCWRA	Annually	Ancillary
24589	15S/03E-13D01	400-ft and Deep Aquifers	480-900	Agricultural	180/400-ft. Aquifer	Southeastern	MCWRA	Quarterly	Ancillary
	F-DA-1	Deep Aquifers	1,200-1,250	Monitoring	Forebay Aquifer	Southeastern	MCWRA	Not monitored yet	RMS**
22926	17S/05E-08L02	Deep Aquifers	615-1,005	Agricultural	Forebay Aquifer	Southeastern	MCWRA	Quarterly	RMS
27085	DA-3	Deep Aquifers	1,150-1,200	Monitoring	180/400-ft. Aquifer	Southeastern	MCWRA	Daily	RMS

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.

\*\*\*Equipped with data logger and manually monitored quarterly.

Monitoring Plan for the Deep Aquifers  
October 2025



**Appendix B**  
**Deep Aquifers Groundwater Quality Monitoring Network**

Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Source	Monitoring Frequency	Monitoring Network Type	Facility Code
13S/02E-19Q03	Deep Aquifers	1,220-1,550	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	75
17S/05E-21F50	Deep Aquifers	615-1,005	Agricultural	Forebay Aquifer	Southeastern	MCWRA	Annually	RMS	672
13S/02E-31A02	Deep Aquifers	850-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	1153
14S/02E-07J03	Deep Aquifers	1,450-1,570	Industrial	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	1672
13S/01E-25R01	Deep Aquifers	1,323-1,383	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	2261
14S/02E-30G03	Deep Aquifers	1,390-1,700	Urban	Monterey	Northern	MCWRA	Annually	RMS	2451
14S/02E-32D04	Deep Aquifers	970-1,650	Urban	Monterey	Northern	MCWRA	Annually	RMS	2452
14S/02E-31H01	Deep Aquifers	930-1,080	Urban	Monterey	Northern	MCWRA	Annually	RMS	2453
14S/01E-24L02	Deep Aquifers	1,820-1,860	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22274
14S/01E-24L03	Deep Aquifers	1,410-1,430	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22275
14S/01E-24L04	Deep Aquifers	1,040-1,060	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22276
14S/01E-24L05	Deep Aquifers	930-950	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22277
13S/01E-36J02	Deep Aquifers	1,301-1,361	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22681
14S/02E-14R02	Deep Aquifers	880-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22755
13S/02E-28L03	Deep Aquifers	1,080-1,330	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22928
14S/02E-28H04	Deep Aquifers	940-1,030	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22929
13S/03E-30K50	Deep Aquifers	570-900	Agricultural	Langley Area	Northern	MCWRA	Annually	RMS	22951
14S/02E-28C02	Deep Aquifers	720-1,140	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	23135
14S/02E-22J02	Deep Aquifers	1,080-1,620	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	24033
15S/02E-04A04	Deep Aquifers	705-1,085	Urban	Monterey	Northern	MCWRA	Annually	RMS	25375
14S/02E-29C01	Deep Aquifers	1,030-1,780	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	25973
14S/02E-21L02	Deep Aquifers	1,240-1,780	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26103
14S/02E-22A03	Deep Aquifers	980-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26127
16S/04E-03K01	Eastside Deep	762-1,060	Agricultural	180/400-ft. Aquifer	Outside DA ext	MCWRA	Annually	Ancillary	26134
14S/02E-19G01	Deep Aquifers	1,020-1,900	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26393
14S/02E-21K04	Deep Aquifers	1,240-1,800	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26394
14S/02E-20E01	Deep Aquifers	1,120-2,020	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26473
14S/03E-19C01	Deep Aquifers	833-1,723	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26655
14S/02E-27K02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26674
14S/02E-26D01	Deep Aquifers	885-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26677
14S/02E-23G02	Deep Aquifers	1,020-1,560	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26854
14S/02E-34M01	Deep Aquifers	800-1,645	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26934
14S/02E-23P02	Deep Aquifers	740-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26954
14S/02E-27J02	Deep Aquifers	810-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26955
14S/02E-26A10	Deep Aquifers	990-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26973
14S/02E-26G01	Deep Aquifers	820-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26974
14S/02E-26J04	Deep Aquifers	845-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26975
14S/02E-25A03	Deep Aquifers	810-1,700	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26988
14S/02E-23J02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26989
14S/02E-35B01	Deep Aquifers	870-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26993
14S/02E-18B01	Deep Aquifers	1,120-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26994
DA-1	Deep Aquifers	950-1,000	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	27084
DA-2	Deep Aquifers	1,020-1,080	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	27104
Camp Huffman (D)	Deep Aquifers	950-1,320	Monitoring	Seaside	Seaside	Seaside Watermaster	Every 5 years	RMS	
FO-09-Deep	Deep Aquifers	790-830	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.

Monitoring Plan for the Deep Aquifers  
October 2025

**Appendix B**  
**Deep Aquifers Groundwater Quality Monitoring Network**

Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Source	Monitoring Frequency	Monitoring Network Type	Facility Code
FO-09R-Shallow	Deep Aquifers	540-585	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	
Mission Memorial	Deep Aquifers	225-415	Urban	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
Ord Grove #2	Deep Aquifers	356-476	Urban	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
Ord Terrace-Shallow	Deep Aquifers	356-476	Monitoring	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
Paralta	Deep Aquifers	440-810	Urban	Seaside	Seaside	Seaside Watermaster	Quarterly	Ancillary	
PCA-E Deep	Deep Aquifers	650-700	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	
PCA-E Shallow	Deep Aquifers	350-400	Monitoring	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
PCA-W Deep	Deep Aquifers	825-875	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	
DA-3	Deep Aquifers	1,150-1,200	Monitoring	180/400-ft. Aquifer	Southeastern	MCWRA	Annually	RMS	27085
E-DA-2	Deep Aquifers	1,230-1,280	Monitoring	Eastside	Northern	MCWRA	Annually	RMS	27165
F-DA-1	Deep Aquifers	1,200-1,250	Monitoring	Forebay Aquifer	Southeastern	MCWRA	Not monitored yet	RMS**	
F Tank well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**	
Lapis Rd well*	Deep Aquifers	TBD	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Not monitored yet	RMS**	
4th Ave well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**	

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.



# County of Monterey

## Item No.5

### Board Report

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

**Legistar File Number: WRAG 25-171**

**November 17, 2025**

**Introduced:** 10/27/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of the Board of Directors meeting held on October 20, 2025.

# County of Monterey

*Board of Supervisor's Chambers  
168 W. Alisal St., 1st Floor  
Salinas, Ca 93901*



## Meeting Minutes

**Monday, October 20, 2025**

**12:30 PM**

**Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or BoS  
Chambers 168 W. Alisal 1st Fl., Salinas, Ca 93901.**

## **Water Resources Agency Board of Directors**

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
John Baillie  
Jon Conatser*



Participation in meetings:

You may attend the Board of Directors meeting through the following methods:

1. You may attend in person

2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>

3. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/99769079850>

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: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # 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 BOARD 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 BOARD OF DIRECTORS MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

4. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting.. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) <mailto:WRAPubliccomment@countyofmonterey.gov> In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

**Participacion en Reuniones:**

**Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:**

-

**1. Podar asistir personalmente a la reunion; o,**

**2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>**

**3. Para participar for ZOOM, por favor únase for audio de computadora por:**  
**[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)**

**O para participar for teléfono, llame a cualquiera de los números a continuación:**

**+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**

**Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.**

**Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione \*9 en su teclado.**

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

**4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) <mailto:WRAPubliccomment@countyofmonterey.gov> Para ayudar al Secretario a idenficar el**

artículo de la agenda relacionado con su comentario, por favor indique en la línea de asunto del correo electrónico el cuerpo de la reunión (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunión de esta Junta.

**Call to Order at 12:30 P.M.**

The meeting was called to order at 12:31 pm.

**Roll Call**

**Present:** Mike LeBarre, Matt Simis, Mark Gonzales, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith, John Baillie, Jon Conatser

**Absent:** None

**Public Comments on Closed Session Items**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
  - b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation: *Ed Borchard & Sons, LLC v. Monterey County Water Resources Agency*, Monterey County Superior Court Case No. 25CV00461.

**Recess to Closed Session**

**Reconvene Meeting at 1:00 P.M.**

The meeting reconvened at 1:07 p.m., County Counsel has no reportable items from Closed Session.

**Pledge of Allegiance**

**Public Comment**

None

**Presentations**

2. Salinas River Stream Maintenance Program Effectiveness Assessment. (Presenter: Paul Robins)

**Attachments:** [RCDMC Presentation SMP Effectiveness MCWRA Board 10-20-2025](#)

**Directors Comments:** Jason Smith, Ken Ekelund, Mark Gonzalez, Matt Simis, John Baillie, Mike Scattini, Mike LeBarre, Deidre Sullivan.

**Public Comments: Christopher Bunn**

**Consent Calendar**

3. Approve the Action Minutes of the Board of Directors meeting held on September 15, 2025.

**Attachments:**     [draft BOD Minutes September 15, 2025](#)

Upon Motion by Director Ken Ekelund and Second by Director Mark Gonzalez the Board approved the Consent Calendar.

**Ayes:** Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith, John Baillie, Jon Conatser

**Noes:** None

**Absent:** None

**Abstained:** None

**Recused:** None.

**Board of Director Comments:** Mike Lebarre

**Public Comments:** None.

**Action Items**

4. Consider receiving an update on implementation of the Interim Operations Plan for San Antonio and Nacimiento Reservoirs and adopt a revised passage flow target for steelhead migration in the Salinas River. (Staff: Peter Kwiek)

**Attachments:**     [Board Report](#)

**Directors Comments:** John Baillie, Deidre Sullivan, Ken Ekelund, Mike Scattini

**Public Comments:** Bille Lipe

5. Consider recommendations from the Planning Committee for proposed revisions to the Agency's Bylaws and provide direction. (Staff: Ara Azhderian)

**Attachments:**     [Board Report](#)

[Proposed Amendments WRA Bylaws - October 2025 BOD](#)

[Planning Committee Memorandum Re: Considerations for modernizing Agency](#)

[BOD governance guidance](#)

[SVBGSA Brown Act Board Roles Responsibilities](#)

**Directors Comments:** Deidre Sullivan, Jason Smith, Ken Ekelund, Mike Scattini, Matt Simis, Mike LeBarre, John Baillie, Mark Gonzalez.

**Public Comments:** Nancy Isakson, Thomas Virsik

**Key Information and Calendar of Events**

6. October, November and December 2025 Calendars.



**Attachments:**     [October 2025](#)  
                              [November 2025](#)  
                              [December 2025](#)

**Directors Comments:** None  
**Public Comments:** None

**General Manager's Report**

7.     1. Personnel  
       2. Dam Safety & Operations Future Funding Strategy  
       3. Mussel Prevention Program

**Directors Comments:** Jason Smith, John Baillie  
**Public Comments:** Chris Bunn, Nancy Isakson, Bill Lipe

**Committee Reports**

8.     Committee Agenda's and Cancellation Notices for September and October 2025:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Water Resources Agency Finance Committee Cancellation Notice
  - Water Resources Personnel and Administration Committee Cancellation Notice
  - Water Resources Agency Basin Management Advisory Committee Cancellation Notice
  - Water Resources Agency Planning Committee
  - Joint Water Resources/Board of Supervisors Leadership Committee Cancellation Notice
  - Budget Committee
  - County of Monterey Legislative Committee

**Attachments:**     [Final ResOps Agenda September 25, 2025](#)  
                              [Finance Cancellation Notice October 3, 2025](#)  
                              [P&A Cancellation Notice October 3, 2025](#)  
                              [BMAC Cancellation Notice October 1, 2025](#)  
                              [Final Planning Agenda October 1, 2025](#)  
                              [JBL Cancellation Notice September 18, 2025](#)  
                              [Budget Committee Agenda Sept 24, 2025](#)  
                              [Legislative Committee Agenda October 13, 2025](#)

**Information Items**

9. Reservoir Storage and Release Update. (Staff: Joseph Klein)

**Attachments:**     [Reservoir Storage Release Update Report](#)

**Directors Comments:** None

**Public Comments:** None

**Correspondence**

10. 1. Email Correspondence dated September 11, 2025 to Ara Azhderian, General Manager, Board of Supervisors, Board of Directors, Monterey County Water Resources Agency from Bill Lipe, re: Submission of Somavia Road Managed Aquifer Recharge Project Policy Paper.
2. Email Correspondence dated September 15, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Thomas Virsik, Attorney at Law re: WRA BOD public comment violation.
3. Email Correspondence dated September 16, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Thomas Virsik, Attorney at Law re: September 15, 2025 MCWRA BOD Meeting. WRA BOD public comment violation.
4. Correspondence dated September 16, 2025 to Ara Azhderian, General Manager, Monterey County Water Resources Agency from Frank L. Blackett P.E., Regional Engineer Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections -San Francisco Regional Office re: 8th Independent Consultant's Safety Inspection Report for Nacimiento Dam.
5. Correspondence dated September 23, 2025 to Ara Azhderian, General Manager, Monterey County Water Resources Agency from Frank L. Blackett P.E., Regional Engineer Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections - San Francisco Regional Office re: 2025 Dam Safety Inspection Follow-Up.

**Attachments:**     [Submission of the Somavia Road Managed Aquifer Recharge Project Policy Paper](#)  
[WRA BOD public comment violation](#)  
[September 15, 2025 -- MCWRA BOD Meeting](#)  
[Federal Energy Regulatory Commission Sept.16,2025](#)  
[Federal Energy Regulatory Commission Sept. 23,2025](#)

**Directors Comments:** None

**Public Comments:** None

**Board of Directors Comments**

**Directors Comments:** Jason Smith, Jon Conaster, Mike Scattini, Mark Gonzalez, John Baillie, Matt

Simis.

**Adjournment**

Director Simis proceeded to allow public time for Comments due to September meeting public time was cut short.

Public Comments: Bill Lipe

Adjournment: Meeting was adjourned at 3:40pm.



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAG 25-183

November 17, 2025

Introduced: 11/6/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through September 30, 2025. (Staff: Nan Kim)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through September 30, 2025.

#### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) FY 2025-2026 (FY26) Adopted Budget totals \$43.21 million in expenditures and \$38.43 million in revenue.

Agency's total actual revenue received between July 1, 2025, through September 30, 2025, was \$.82 million, which includes grant payments of \$0.33 million, grazing lease & interest payment of \$0.20 million and \$0.11 million of Water Delivery and Service fee payments. The total revenue received was 2% of FY26 revenue budget.

Total actual expenditures during the reporting period were \$13.58 million, which includes \$3.37 million encumbrance. Of the total expenditure, \$1.76 million was salaries and benefits, \$7.33 million was contractor/professional services, \$1.34 million was for SVWP bond payments and \$1.83 million was for insurances. The total expenditure through September 30, 2025 was 31% of FY26 budgeted expenditures of \$43.21 million.

Summary of Agency's consolidated fund balance estimate for FY26 is as follows:

	Adopted Budget	Year-To-Date Amount
FY26 Beg. Fund Balance	\$22,918,135	\$22,918,135
FY26 Revenues	38,435,673	791,378
<u>FY26 Expenditures</u>	<u>(43,205,541)</u>	<u>(13,583,982)</u>
FY26 Fund Balance (use)	( 4,769,868)	
<b>FY26 Est. Available Fund Balance</b>	<b>\$18,148,267</b>	<b>\$10,125,531</b>

#### OTHER AGENCY INVOLVEMENT:

None



FINANCING:

There is no financial impact for receiving this report.

At the meeting on September 16, 2025, the Agency Board of Supervisors approved a budget amendment of the FY26 Adopted Budget to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and payment of \$802,536, financed via a Master Agreement for Professional Services with the Salinas Valley Basin Groundwater Sustainability Agency.

Monthly and quarterly financial reports will reflect budgetary changes resulting from the amendment starting October 1 Accounting Period 4.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860

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

Attachments:

1. FY26 Financial Status Report thru through September 30, 2025



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-183

November 17, 2025

Introduced: 11/6/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

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### OTHER AGENCY INVOLVEMENT:

None

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Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860

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

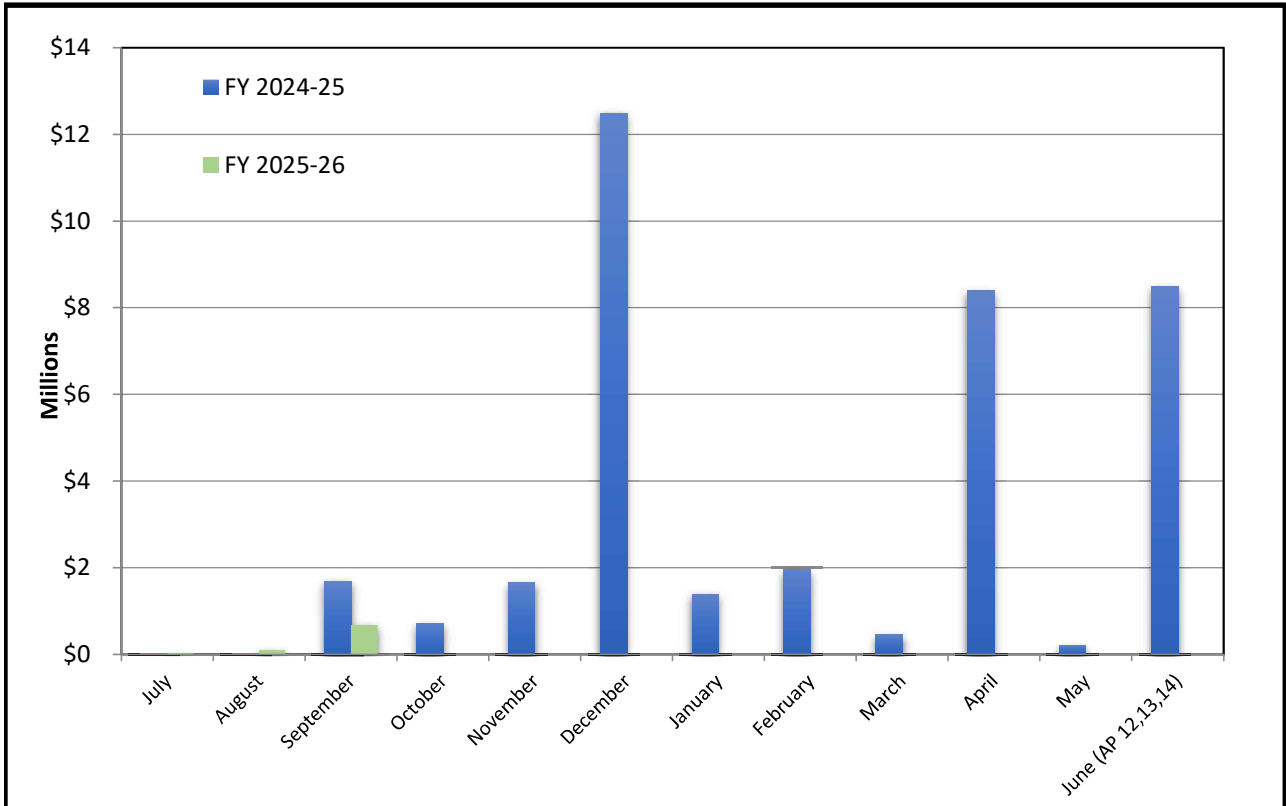
Attachments:

1. FY26 Financial Status Report thru through September 30, 2025

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

**YTD Actual Revenues**

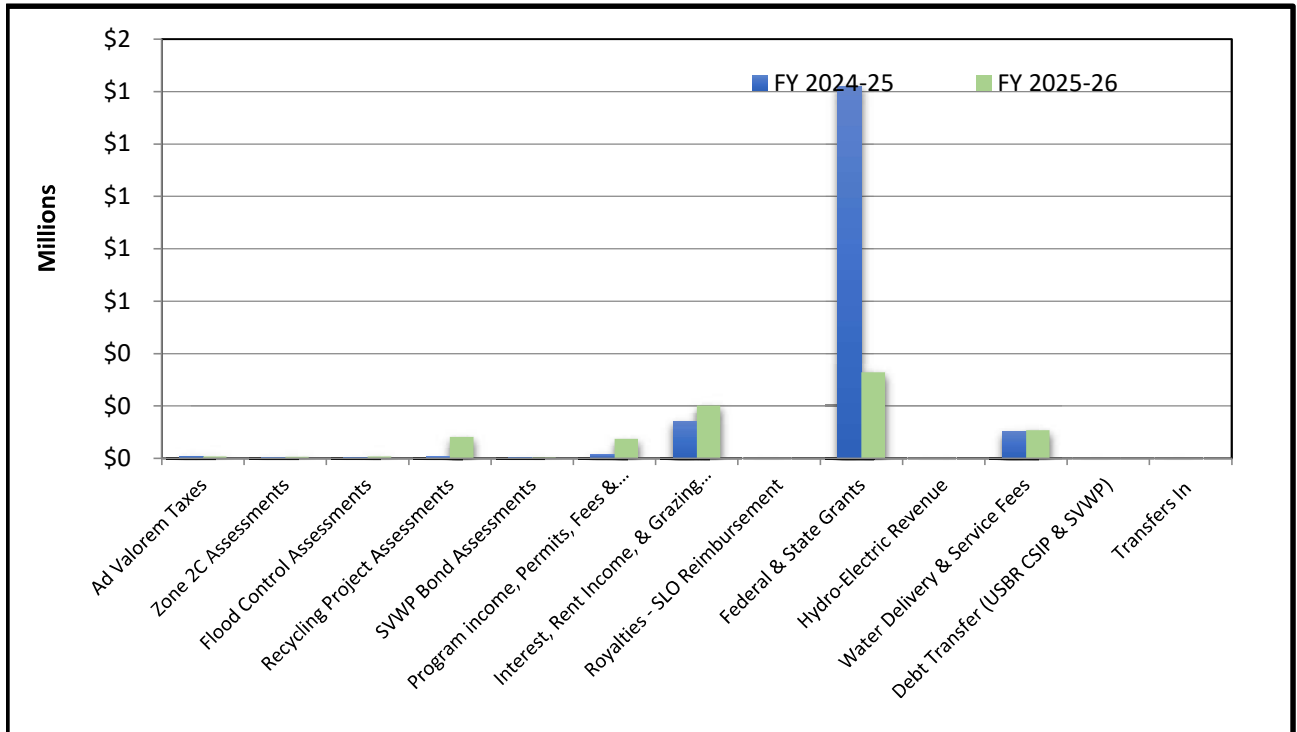
Month By Month Revenues				
	FY 2024-25	% Received	FY 2025-26	% Received
July	7,045	0.0%	36,852	0.1%
August	4,028	0.0%	103,344	0.3%
September	1,681,142	4.0%	677,465	1.8%
October	715,871	5.7%	-	
November	1,652,130	9.6%	-	
December	12,483,369	39.2%	-	
January	1,382,720	42.5%	-	
February	1,962,815	47.2%	-	
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%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>37,413,571</b>	<b>88.8%</b>	<b>817,661</b>	<b>2.1%</b>
<b>Budgeted Amount</b>	<b>42,154,850</b>		<b>38,435,673</b>	





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

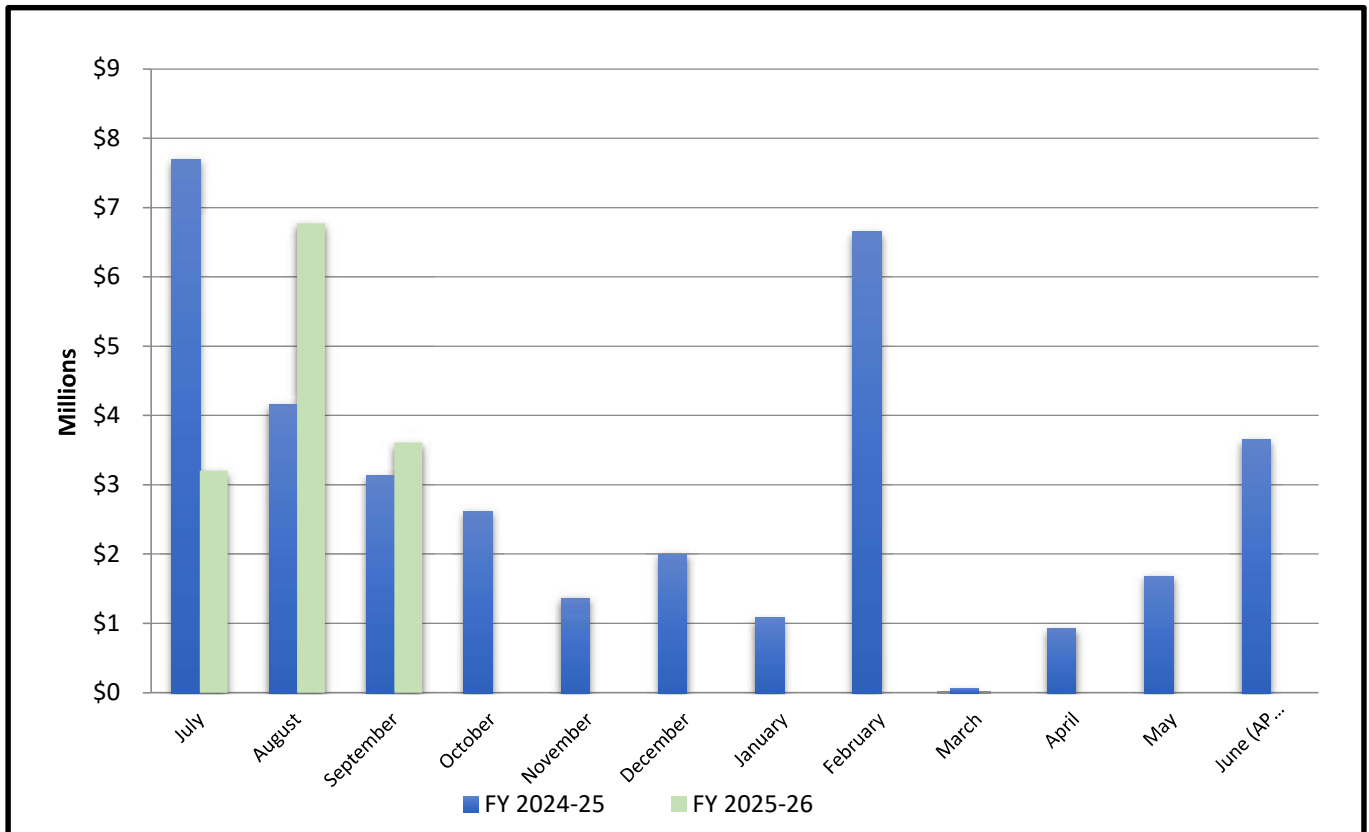
Through Accounting Period 3 - September 30		
	FY 2024-25	FY 2025-26
Ad Valorem Taxes	7,735	6,854
Zone 2C Assessments	4,679	6,406
Flood Control Assessments	2,126	7,509
Recycling Project Assessments	4,875	81,724
SVWP Bond Assessments	1,975	3,444
Program income, Permits, Fees & Other	12,467	73,924
Interest, 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
<b>YEAR TO DATE TOTAL:</b>	<b>1,692,215</b>	<b>817,661</b>



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

**YTD Actual Expenditures**

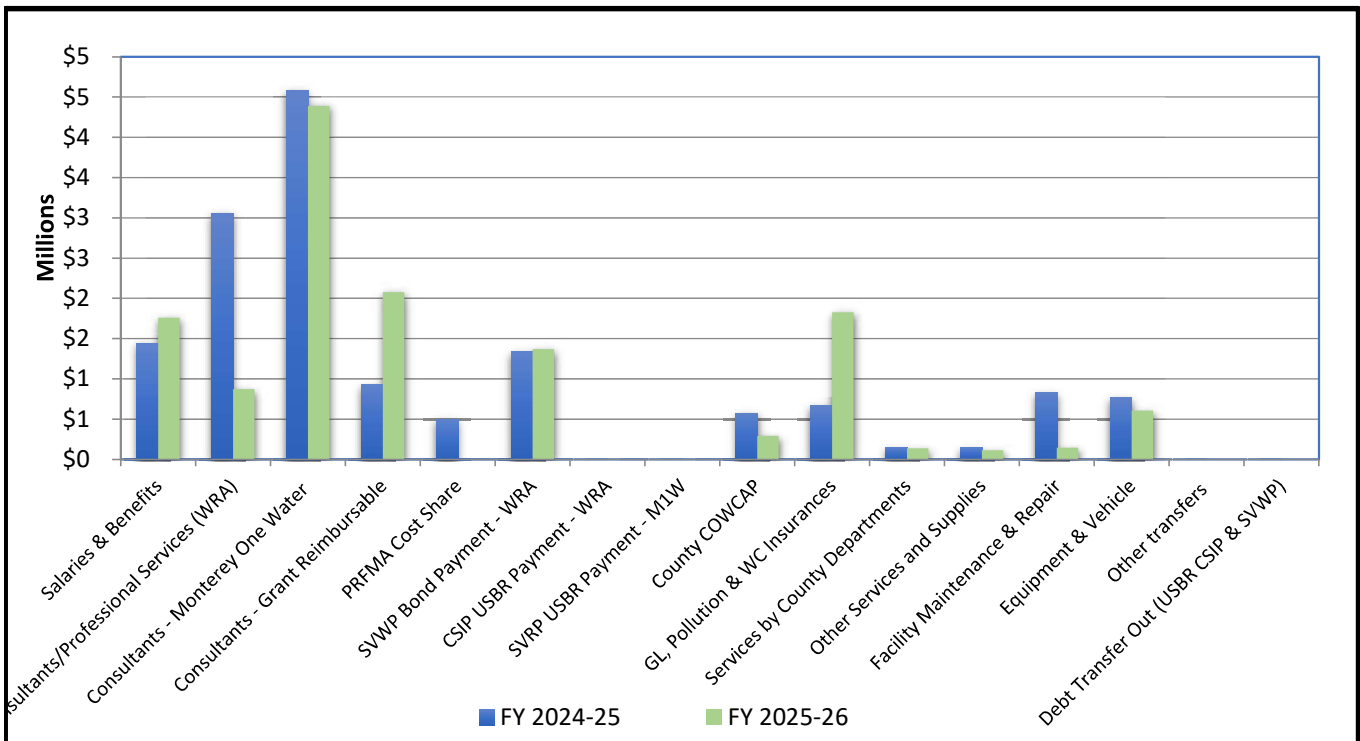
Month By Month Expenditures				
	FY 2024-25	% Expended	FY 2025-26	% Expended
July	7,692,836	15.8%	3,202,490	7.4%
August	4,149,850	24.3%	6,774,328	15.7%
September	3,125,338	30.7%	3,607,164	8.3%
October	2,612,806	36.1%	-	
November	1,364,959	38.9%	-	
December	1,996,632	43.0%	-	
January	1,076,537	45.2%	-	
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%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>34,969,763</b>	<b>71.7%</b>	<b>13,583,982</b>	<b>31.4%</b>
<b>Budgeted Amount</b>	<b>48,759,795</b>		<b>43,205,541</b>	



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

**YTD Expenditures by Type**

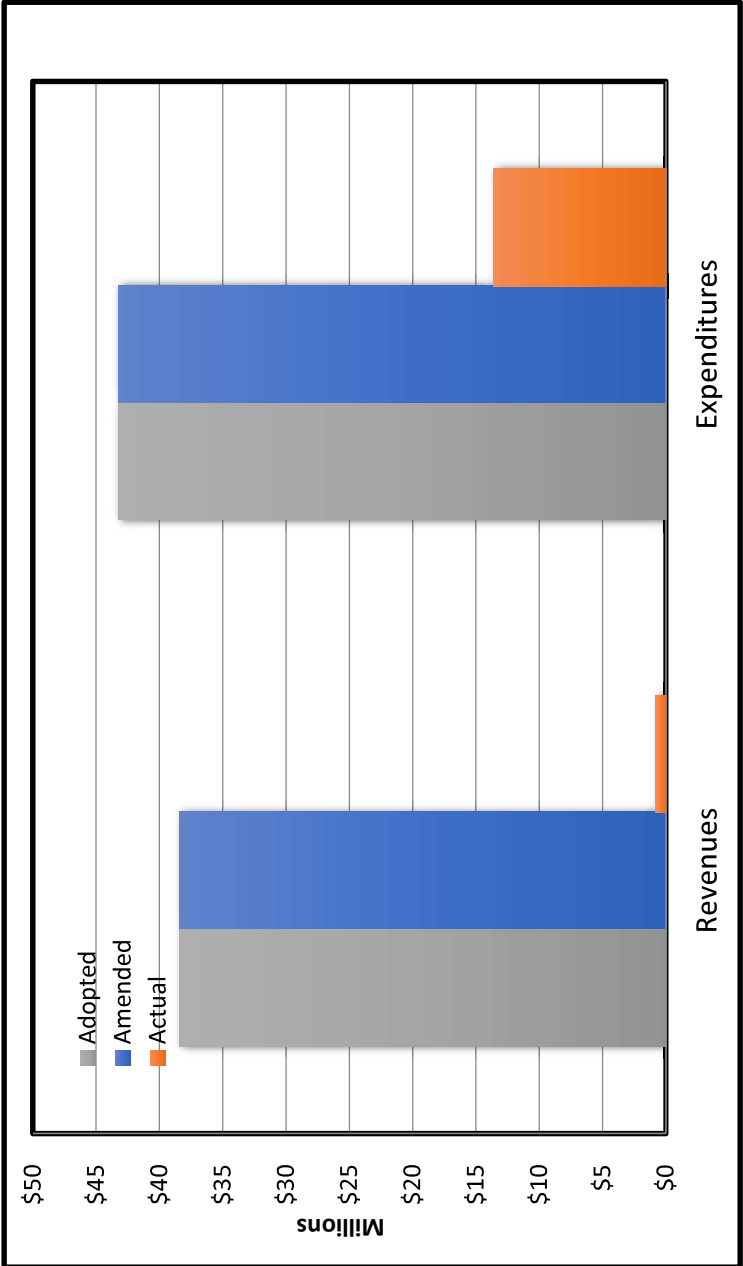
Through Accounting Period 3 - September 30		
	FY 2024-25	FY 2025-26
Salaries & Benefits	1,440,396	1,757,935
Consultants/Professional Services (WRA)	3,051,253	870,445
Consultants - Monterey One Water	4,581,517	4,388,060
Consultants - Grant Reimbursable	922,499	2,074,802
PRFMA Cost Share	491,511	0
SVWP 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
<b>YEAR TO DATE TOTAL:</b>	<b>14,968,025</b>	<b>13,583,982</b>



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

For Month Ending: September 30, 2025

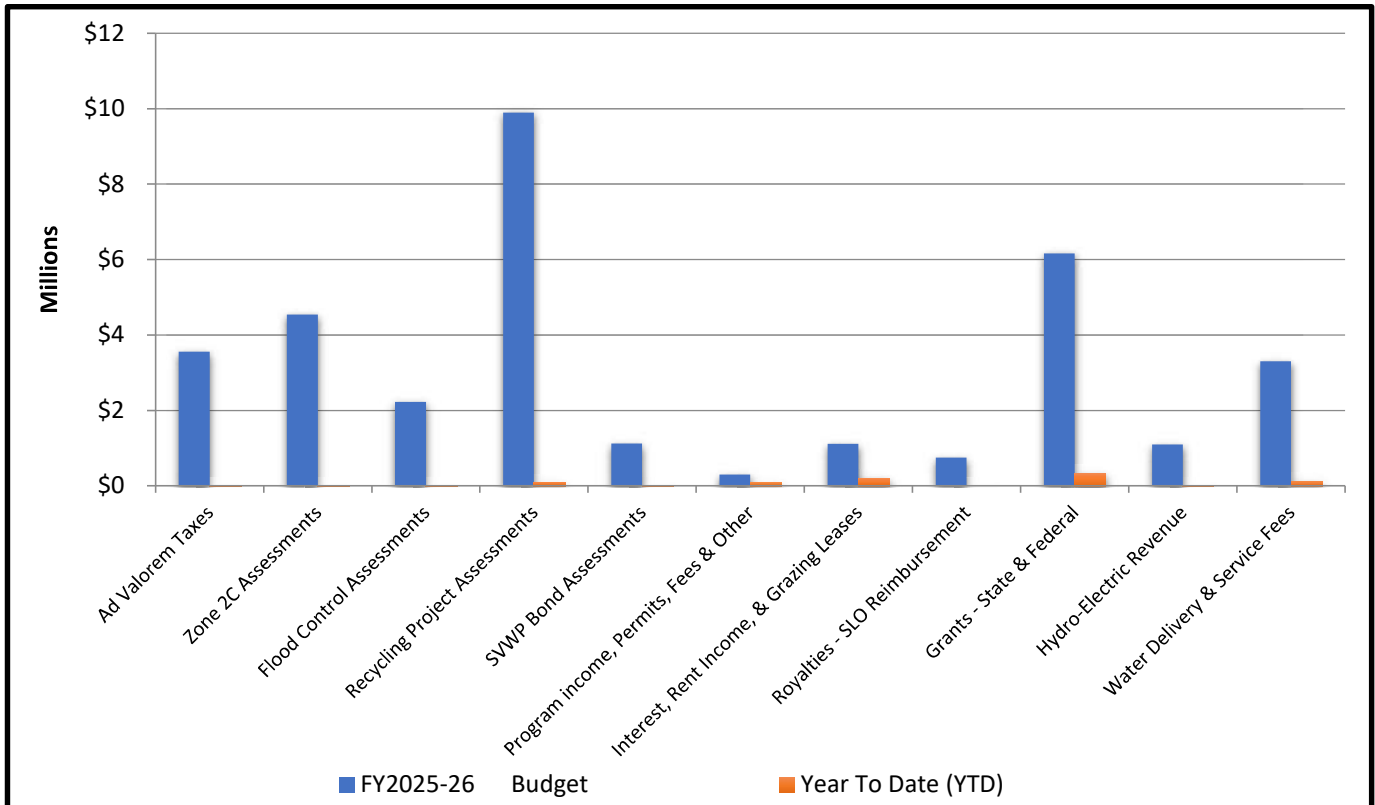
Budget Variance Analysis			
Category	Approved Budget	YTD Actual	
<b>Estimated</b> Beginning Fund Balance	22,918,135	22,918,135	
Revenues	38,435,673	791,378	
Expenditures	43,205,541	13,583,982	
<b>Ending Available Fund Balance</b>	<b>18,148,267</b>	<b>10,125,531</b>	



**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%
<b>TOTAL:</b>	<b>38,435,673</b>	<b>100.0%</b>	<b>817,661</b>	<b>2.1%</b>

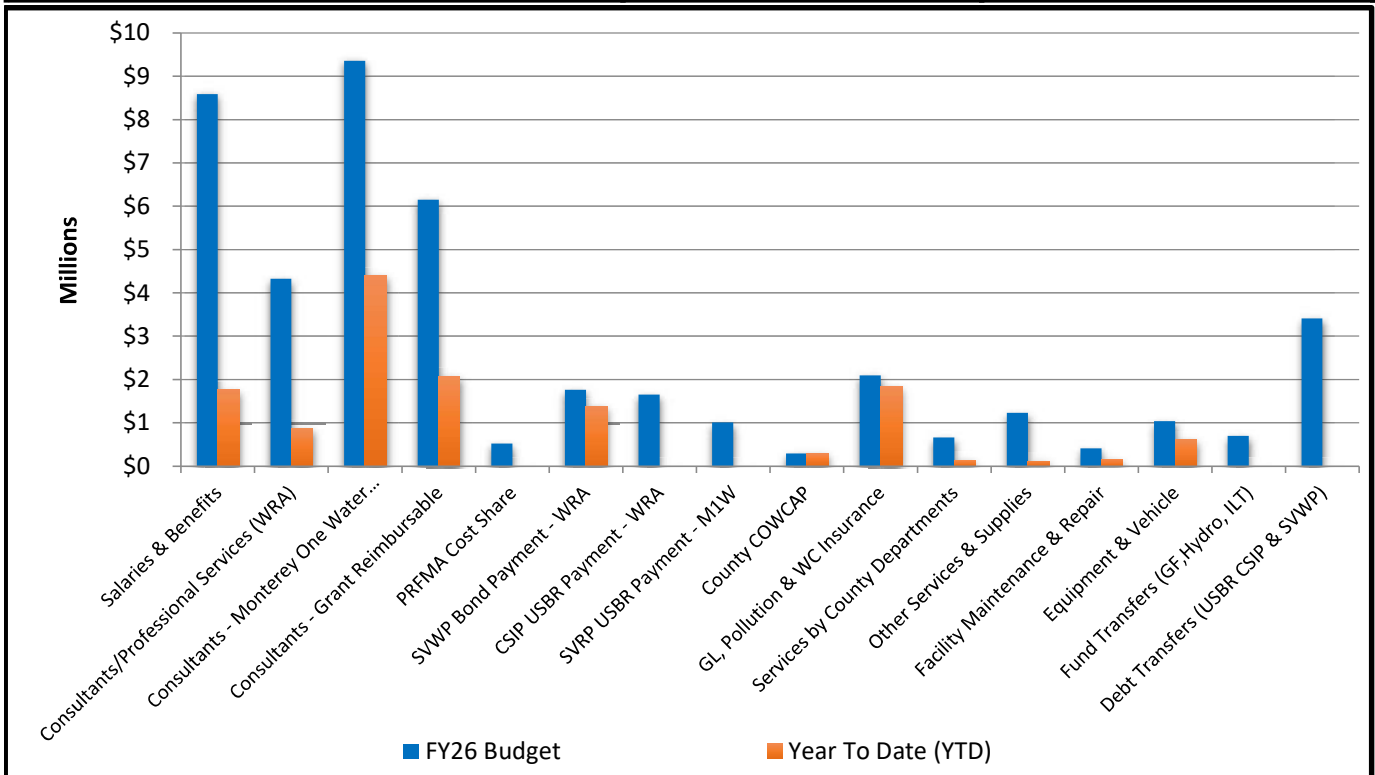




**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 FINANCIAL STATUS REPORT**

**Expenditure Variance**

<b>Expenditure Variance by Type</b>				
	<b>FY26 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
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%
<b>TOTAL:</b>	<b>43,205,541</b>	<b>100.0%</b>	<b>13,583,982</b>	<b>31.4%</b>



# 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	



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_\_\_\_

**RECEIVE THE MONTEREY COUNTY WATER RESOURCES            )  
AGENCY FY 2025-26 FINANCIAL STATUS REPORT THROUGH    )  
SEPTEMBER 30, 2025.    )**

Upon motion of Director \_\_, seconded by Director \_\_, and carried by those members present, the Board of Directors hereby:

PASSED AND ADOPTED on this **17th** day of **November 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

BY:     Mike LeBarre, Chair  
          Board of Directors

---

ATTEST:     Ara Azhderian  
              General Manager



# County of Monterey

## Item No.7

### Board Report

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

Legistar File Number: WRAG 25-188

November 17, 2025

Introduced: 11/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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: Amy Woodrow)

#### 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. Drilling, Inc. and Pacific Coast Well Drilling, Inc. DBA Precision Hydro for provision of well destruction services. The Agency entered into an Agreement for Services with Maggiora Bros. Drilling, Inc. 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.

The Finance Committee considered this item at its November 7, 2025 meeting and supported staff's recommendation.

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





# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-188

November 17, 2025

Introduced: 11/7/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

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:

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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. Drilling, Inc. and Pacific Coast Well Drilling, Inc. DBA Precision Hydro for provision of well destruction services. The Agency entered into an Agreement for Services with Maggiora Bros. Drilling, Inc. on September 15, 2021 ("Agreement for Services").

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The Finance Committee considered this item at its November 7, 2025 meeting and supported staff's recommendation.

STRATEGIC PLAN ALIGNMENT:

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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



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## GROUNDWATER

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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**

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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:	<del>Lew Bauman,</del> <b>Ara Azhderian,</b> Project Director
Address:	1001 I Street, 17 <sup>th</sup> 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:	<del>baumanl@co.monterey.ca.us</del> <b>AzhderianA@co.monterey.ca.us</b>

Direct inquiries to:

State Water Board		Monterey County Water Resources Agency	
Section:	Division of Financial Assistance		
Name:	<del>Brittani Evans, Program Analyst</del> <b>Taylor Oravillo, Agreement Analyst</b>	Name:	Amy Woodrow, Grant Contact
Address:	1001 I Street, 17 <sup>th</sup> Floor	Address:	1441 Schilling Place, North Building
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Salina, CA 93901
Phone:	<del>(916) 341-5930</del> <b>(916) 322-9603</b>	Phone:	(831) 755-4860
Fax:	(916) 341-5296	Fax:	(831) 424-7935
Email:	<del>Brittani.Evans@waterboards.ca.gov</del> <b>Taylor.Oravillo@waterboards.ca.gov</b>	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](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	<del>April 30, 2023</del> <b><u>Complete</u></b>	
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	<del>December 31, 2023</del> <b><u>December 31, 2025</u></b>	
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	<del>December 31, 2023</del> <b><u>December 31, 2025</u></b>	
A.2.2.2 (a)(2)	Final Project Report	<del>January 31, 2024</del> <b><u>January 31, 2026</u></b>	

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	<del>March 31, 2024</del> <b><u>March 1, 2026</u></b>	
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
<b>TOTAL</b>	<b>\$2,986,943</b>	<b>\$2,555,615</b>	<b>\$5,542,558</b>

\* 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](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  
7D289913E628402...  
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  
6473676957FB486...  
(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.

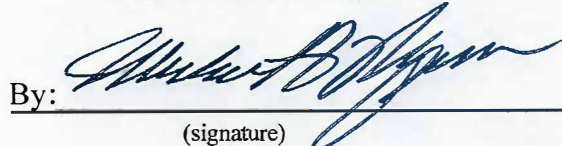
IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this Amendment No. 2 as follows:

**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:

*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)**

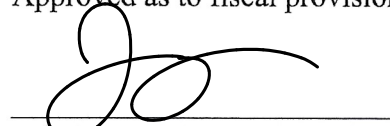
\* \* \* \* \*

Approved as to form:

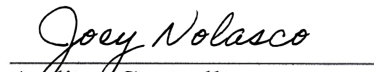
  
Assistant County Counsel

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

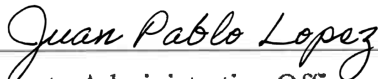
Date



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: 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

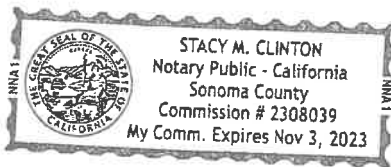
personally appeared Catherine A. Pinney

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

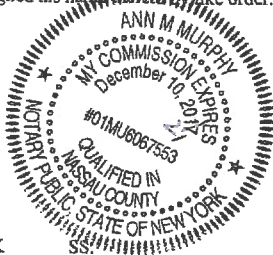
HUDSON INSURANCE COMPANY

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 27<sup>th</sup>, 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***

### ***Cover Letter***

### ***Signature Page***

### ***Addenda***



# MAGGIORA BROS. DRILLING, INC.

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### *SECTION 3 – Project Experience and References*

*Key Staff Persons*  
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### *SECTION 4 – Environmentally Friendly Practices*

### *SECTION 5 – Pricing (Attachment A) & Warranty*

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*Bid Bond*  
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### *SECTION 7 – Appendix*

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



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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, vosstil@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

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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**

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

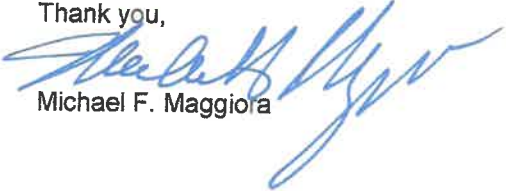
Monterey County Water Resources Agency  
1441 Schilling Place, North Bldg.  
Salinas, CA 93901

Re: RFQ #21-001 – Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project – Section 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.**

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### ***SECTION 3 – Project Experience and References*** ***Key Staff Persons*** ***Experience and References*** ***Violations***



# MAGGIORA BROS. DRILLING, INC.

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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.**

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## **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.**

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## **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.**

**DRILLING CONTRACTORS - PUMP SALES & SERVICE**  
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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.**

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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**

	<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$5,505,990.00</b>

\*\* 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

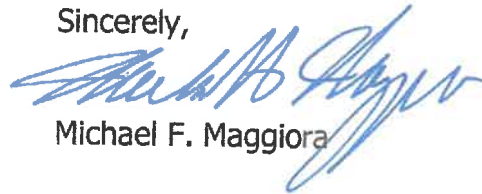
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide entrance/access to all sites (Permission by property owners)
3. County and MBD to work with owners on any equipment to be left on site. Proposal includes off site disposal of any existing pump equipment, 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

## 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 Maggiara 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% \_\_\_\_\_ ), 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 2021, 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.

**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.

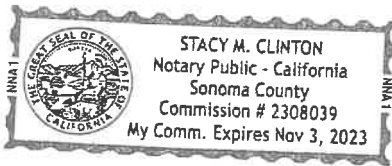
State of California )  
County of Sonoma )

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

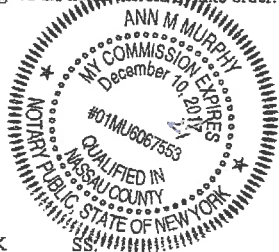
By:

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 27<sup>th</sup>, 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 service 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:*

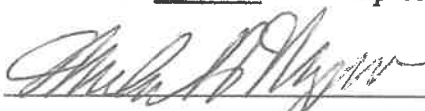
595 Airport Blvd.

*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**  
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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**  
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595 Airport Blvd.  
Watsonville, CA 95076

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

June 17, 2021

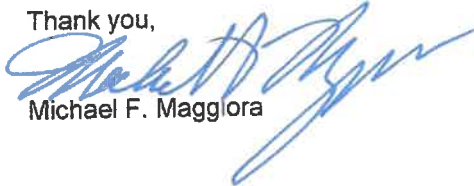
Monterey County Water Resources Agency  
1441 Schilling Place, North Bldg.  
Salinas, CA 93901

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 <b>Total Price</b>				<b>\$1,363,388.00</b>

**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 <b>Total Price</b>				<b>\$1,520,702.00</b>

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

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

**ONE GROUP - C**

	<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$1,520,702.00</b>

**ONE GROUP - D**

	<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$629,256.00</b>

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

Page 3

**ONE GROUP - E**

<b><u>Bid Items:</u></b>		<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$471,942.00</b>

**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.

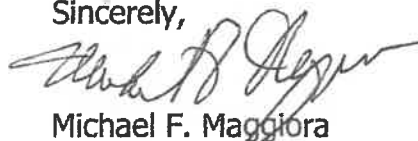
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide access to all sites.
3. County and MBD to work with owners on any equipment to be left on site. If owner wants equipment transported to a different location, that would be at an additional charge to 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**

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# **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.

## **Table of Contents**

### **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.

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- 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
<b>TOTAL</b>	<b>100</b>

- 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**

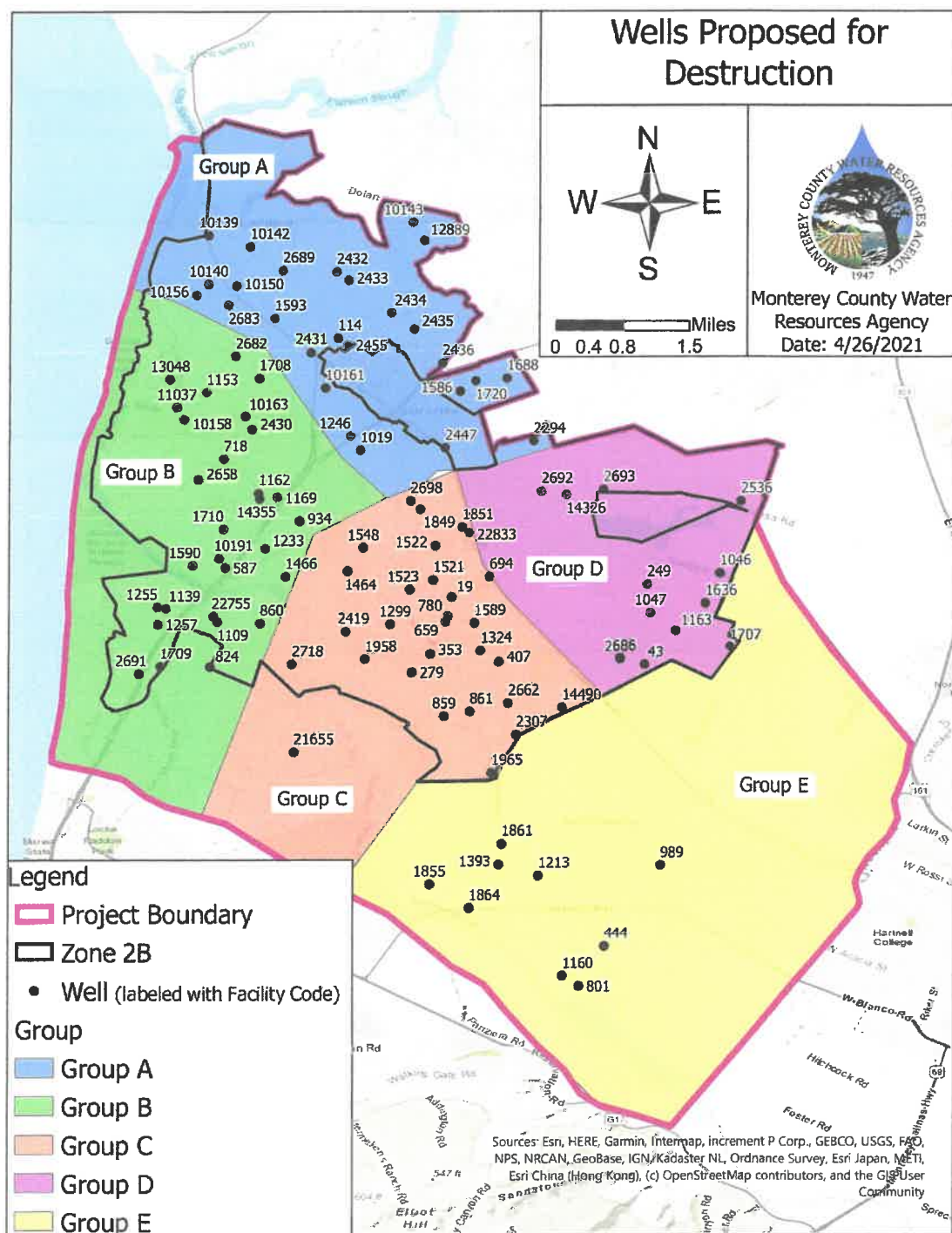
**To view the complete Professional Services Agreement, please click on the link:**

**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

		<b>TERMINAL LOCATION</b> Lehigh Southwest Cement Co. Stockton Terminal 205 Port Road 1 Stockton, CA 95203 (209) 465 1921	
<b>TECHNICAL SERVICES SALES &amp; MARKETING</b> 3000 Executive Pkwy, Suite 240 San Ramon, CA 94583 Telephone (925) 244 6500 FAX (925) 244 6586			
<b>CEMENT TEST REPORT</b>			
<b>Cement:</b> Viscai Type II-V, Low Alkali; ASTM C 150 <b>Production Period:</b> January 2020		<b>Report Date:</b> 3/17/2020	
<b>STANDARD CHEMICAL REQUIREMENTS</b> <b>ASTM C 114</b>	<b>TEST RESULTS</b>	<b>ASTM C 150-09 SPECIFICATIONS</b> <b>TYPE II</b> <b>TYPE V</b>	
Silicon Dioxide (SiO <sub>2</sub> ), %	19.9	20.0 Min	—
Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> ), %	4.6	6.0 Max	—
Ferric Oxide (Fe <sub>2</sub> O <sub>3</sub> ), %	3.4	6.0 Max	—
Calcium Oxide (CaO), %	64.9	—	—
Magnesium Oxide (MgO), %	3.0	6.0 Max	6.0 Max
Sulfur Trioxide (SO <sub>3</sub> ), % <sup>Note B</sup>	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 <sub>2</sub> O equivalent), %	0.60	0.60 Max	0.60 Max
Tricalcium Silicate (C <sub>3</sub> S), % *	66	—	—
Dicalcium Silicate (C <sub>2</sub> S), % *	7	—	—
Tricalcium Aluminate (C <sub>3</sub> A), % <sup>Note D</sup>	6	8 Max	5 Max
Tetracalcium Aluminoferrite (C <sub>4</sub> AF), % *	10	—	—
2 (C <sub>3</sub> A) + C <sub>4</sub> AF, %	23	—	25 Max
<b>PHYSICAL REQUIREMENTS</b>			
(ASTM C 1038) Expansion @ 14 days, %	0.009	0.020 Max	0.020 Max
(ASTM C 452) Expansion @ 14 days, % <sup>Note D</sup>	0.032	—	0.040 Max
(ASTM C 430) -325 Mesh, %	96.6	—	—
(ASTM C 204) Blaine, m <sup>2</sup> /kg	375	280 Min	280 Min
(ASTM C 114) Limestone, max, % <sup>Note C</sup>	2.3	5 Max	5 Max
(ASTM C 114) Limestone, %CaCO <sub>3</sub>	97.6	—	—
(ASTM C 114) Cement, %CO <sub>2</sub>	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:		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	
 <b>Harvey Ortiz</b> Quality Control Manager		Samples Received by Lance Law/Gregg Laam in OK condition	

**Applicable ASTM C 150 Notes:**

Note B: There are cases where the optimum SO<sub>3</sub> (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 SO<sub>3</sub> 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 SO<sub>3</sub> 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): \_\_\_\_\_



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

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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

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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

4 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)
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

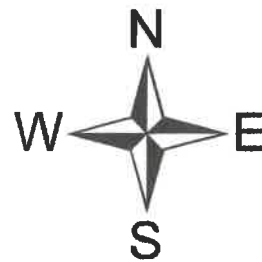
3/23/2021

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

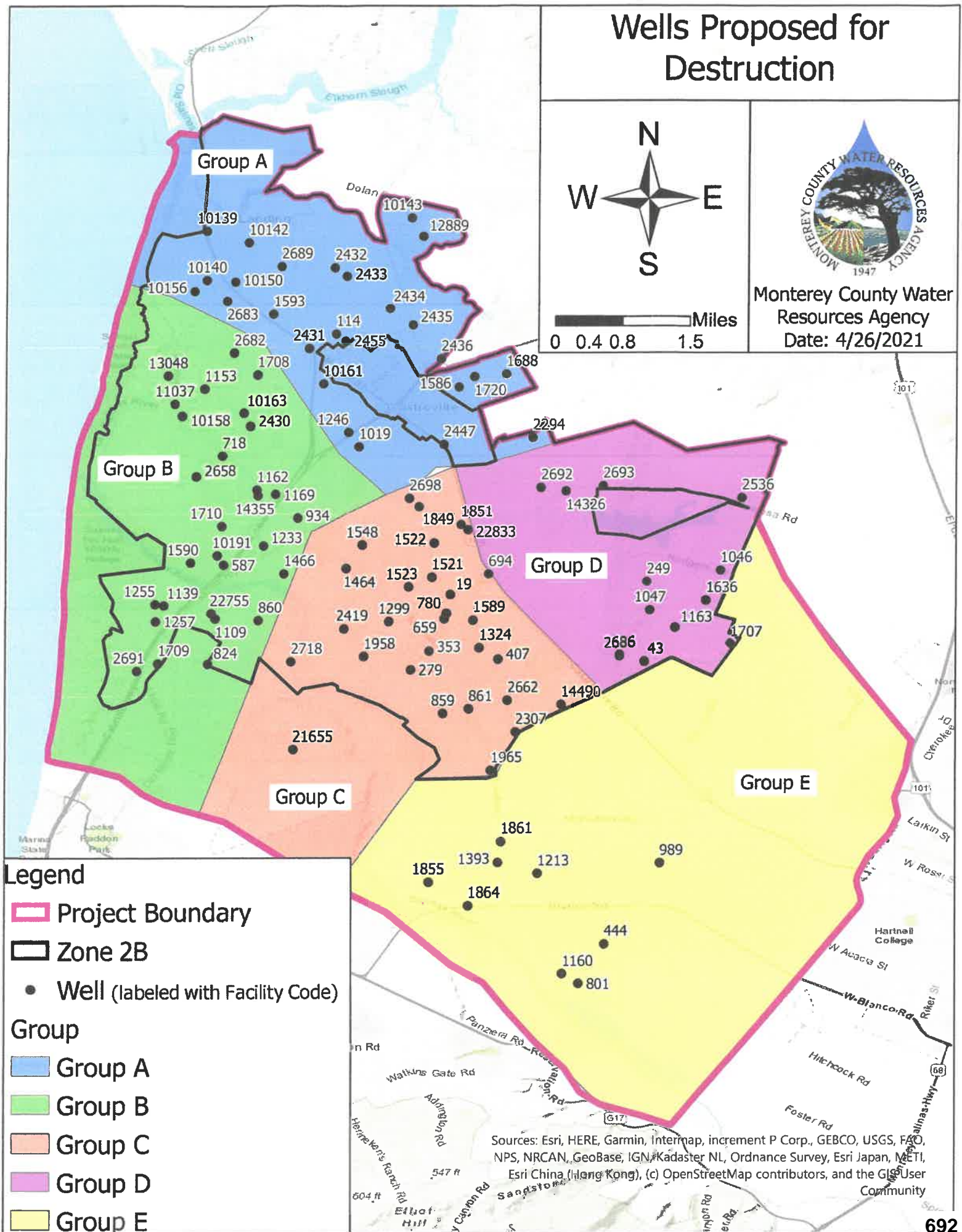


EXHIBIT C  
PAYMENT AND PERFORMANCE BONDS

## 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

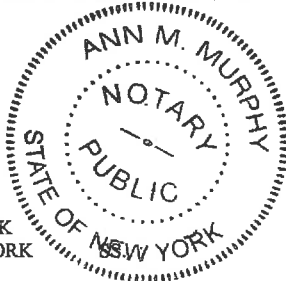
By

*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 27<sup>th</sup>, 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*  
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

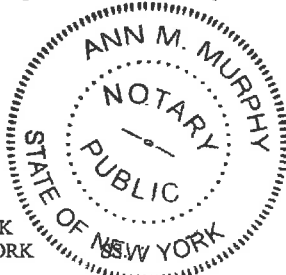
HUDSON INSURANCE COMPANY

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 27<sup>th</sup>, 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

**ACORD**<sup>TM</sup>**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 <b>USI Insurance Services, LLC</b> 201 Mission St 11th Fl San Francisco, CA 94105 628 201-9001	CONTACT NAME: <b>Teresa Rose</b>	
	PHONE (A/C, No, Ext): <b>628 201-9001</b>	FAX (A/C, No): <b>610 537-2393</b>
INSURED <b>Maggiara Bros. Drilling Inc.</b> 595 Airport Boulevard Watsonville, CA 95076	E-MAIL ADDRESS: <b>Teresa.Rose@usi.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>National Fire Insurance Co. of Hartford</b>	NAIC # <b>20478</b>
	INSURER B : <b>Continental Insurance Company</b>	<b>35289</b>
	INSURER C : <b>Redwood Fire and Casualty Insurance Co.</b>	<b>11673</b>
	INSURER D : <b>Nautilus Insurance Company</b>	<b>17370</b>
	INSURER E : <b>Continental Casualty Company</b>	<b>20443</b>
	INSURER F :	

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X PD Ded:5,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<b>4015556058</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$15,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		<b>4016912684</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b>		<b>4016912670</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>MAWC232954</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>D</b>	<b>Professional Liab</b> <b>Pollution Liab</b>		<b>CPP202831712</b>	<b>03/05/2021</b>	<b>03/05/2022</b>	<b>\$1,000,000 Each Claim</b> <b>\$1,000,000 Each Occ</b> <b>\$2,000,000 Aggregate</b>

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
<b>Designated Construction or Service Projects:</b> 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
<b>Name Of Person Or Organization:</b>
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: \_\_\_\_\_



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_

**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. )**

Upon motion of Director\_\_, seconded by Director\_\_, and carried by those members present, the Board of Directors hereby:

PASSED AND ADOPTED on this **17th** day of, **November 2025** by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAG 25-189

November 17, 2025

Introduced: 11/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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: Amy Woodrow)

#### 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.

The Finance Committee considered this item at its November 7, 2025 meeting and supported staff's recommendation.

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



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-189

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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:

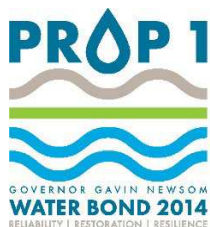
There is no financial impact to the Agency as a result of Amendment No. 4. to the Agreement for Services. Grant funds for the Project are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement for Services in the current fiscal year is \$100,000 in expenditures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



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## GROUNDWATER

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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**

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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:	<del>Lew Bauman,</del> <b>Ara Azhderian,</b> Project Director
Address:	1001 I Street, 17 <sup>th</sup> 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:	<del>baumanl@co.monterey.ca.us</del> <b>AzhderianA@co.monterey.ca.us</b>

Direct inquiries to:

State Water Board		Monterey County Water Resources Agency	
Section:	Division of Financial Assistance		
Name:	<del>Brittani Evans, Program Analyst</del> <b>Taylor Oravillo, Agreement Analyst</b>	Name:	Amy Woodrow, Grant Contact
Address:	1001 I Street, 17 <sup>th</sup> Floor	Address:	1441 Schilling Place, North Building
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Salina, CA 93901
Phone:	<del>(916) 341-5930</del> <b>(916) 322-9603</b>	Phone:	(831) 755-4860
Fax:	(916) 341-5296	Fax:	(831) 424-7935
Email:	<del>Brittani.Evans@waterboards.ca.gov</del> <b>Taylor.Oravillo@waterboards.ca.gov</b>	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](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	<del>April 30, 2023</del> <b><u>Complete</u></b>	
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	<del>December 31, 2023</del> <b><u>December 31, 2025</u></b>	
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	<del>December 31, 2023</del> <b><u>December 31, 2025</u></b>	
A.2.2.2 (a)(2)	Final Project Report	<del>January 31, 2024</del> <b><u>January 31, 2026</u></b>	

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	<del>March 31, 2024</del> <b><u>March 1, 2026</u></b>	
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
<b>TOTAL</b>	<b>\$2,986,943</b>	<b>\$2,555,615</b>	<b>\$5,542,558</b>

\* 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](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  
E79EF64E57464F8  
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: \_\_\_\_\_



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_

**AUTHORIZE THE GENERAL MANAGER TO ENTER INTO AMENDMENT NUMBER )  
4 TO THE AGREEMENT FOR SERVICES WITH PACIFIC COAST WELL DRILLING )  
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. )**

Upon motion of Director\_\_, seconded by Director\_\_, and carried by those members present, the Board of Directors hereby:

PASSED AND ADOPTED on this day 17<sup>th</sup> of **November 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: WRAG 25-187

November 17, 2025

Introduced: 11/6/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Ratify the Agreement for Services with Sonoma County Water Agency in the amount of \$173,185 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). (Staff: Peter Kwiek)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Ratify the Agreement for Services with Sonoma County Water Agency in the amount of \$173,185 for work to be performed related to the *Enhancing Predictive Tools and Operations Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* and authorize the General Manager to execute the agreement.

#### SUMMARY/DISCUSSION:

In October 2023, the Monterey County Water Resources Agency (Agency) submitted a grant application with the U.S. Department of the Interior - Bureau of Reclamation ("USBR") to receive \$400,000 in funding (funds) for the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs* project (Project). USBR issued a Notice of Award to the Agency on September 10, 2024. In October, 2024, the Agency Board of Directors adopted a resolution authorizing the Agency to enter into an agreement with USBR to receive the funds to proceed with the Project.

Subsequently, in the Spring of 2025, the Agency developed and issued a Request for Qualifications (RFQ) seeking a consultant to perform specific tasks related to the Project. After reviewing submittals from six firms, an Agency ad hoc Selection Committee selected a Statement of Qualification (SOQ) from GEI Consultants, Inc (GEI) with Sonoma County Water Agency (Sonoma Water) as a project participant on specific tasks. The attached Agreement is for Services with Sonoma Water, whose staff will perform project technical and analytical supportive tasks under the direction of GEI. A separate agreement with GEI was finalized and approved by the Board at its September meeting.

The Project aims to leverage recent improvements in reservoir modeling and forecasting technology to develop tools to aid in forecast informed operations of the Nacimiento and San Antonio Reservoirs with a long-term goal of maximizing storage of winter inflow while minimizing downstream flood risk.

The grant scope includes an evaluation of existing reservoir operational methods and tools; documentation of Agency decision-making processes to develop operational guidelines;

development of updated tools to evaluate operational factors including reservoir inflow, elevation-dependent outlet capacity, joint operation of both reservoirs and the timing and coordination of releases with forecasted flows in the Salinas River.

This action is consistent with the Agency's Strategic Plan for 2020-2025, specifically Goal B, Strategy 7 - Use data and analysis to make informed decisions based on science; and, Goal C, Strategy 6 - Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

At its September 6, 2025 meeting, the Agency Finance Committee recommended that the Board of Directors consider approving the subject agreement; Funding for the Project is provided in part by USBR.

FINANCING:

The total cost of the agreement will be funded by the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* grant.

The total Project cost is \$545,605, spanning FY26-FY27 and requires at least 25% be funded with local match funds. The grant provides reimbursable funding of \$400,000 or approximately 73% with the remaining 27% or \$145,605 to be funded by the Agency. \$226,815 of the awarded \$400,000 has been allocated for GEI under the previously approved agreement while the remaining \$173,185 will be used for work performed by Sonoma Water, under the attached agreement. The Agency plans to use in-kind staff effort on eligible activities for cost share. Funding for consultant work (reimbursable by the grant) and Agency staff time have been included in the Adopted FY26 budget. Any remaining reimbursable funding and staff labor will be incorporated into future budgets through the end of the grant term.

In kind staff effort to meet cost share requirement will be billed to Agency Fund 111.

Prepared by: Peter Kwiek, Associate Water Resources Hydrologist, (831) 755-4860

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



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-187

November 17, 2025

Introduced: 11/6/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Ratify the Agreement for Services with Sonoma County Water Agency in the amount of \$173,185 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). (Staff: Peter Kwiek)

### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Ratify the Agreement for Services with Sonoma County Water Agency in the amount of \$173,185 for work to be performed related to the Enhancing Predictive Tools and Operations Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project and authorize the General Manager to execute the agreement.

### SUMMARY/DISCUSSION:

In October 2023, the Monterey County Water Resources Agency (Agency) submitted a grant application with the U.S. Department of the Interior - Bureau of Reclamation ("USBR") to receive \$400,000 in funding (funds) for the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs* project (Project). USBR issued a Notice of Award to the Agency on September 10, 2024. In October, 2024, the Agency Board of Directors adopted a resolution authorizing the Agency to enter into an agreement with USBR to receive the funds to proceed with the Project.

Subsequently, in the Spring of 2025, the Agency developed and issued a Request for Qualifications (RFQ) seeking a consultant to perform specific tasks related to the Project. After reviewing submittals from six firms, an Agency ad hoc Selection Committee selected a Statement of Qualification (SOQ) from GEI Consultants, Inc (GEI) with Sonoma County Water Agency (Sonoma Water) as a project participant on specific tasks. The attached Agreement is for Services with Sonoma Water, whose staff will perform project technical and analytical supportive tasks under the direction of GEI. A separate agreement with GEI was finalized and approved by the Board at its September meeting.

The Project aims to leverage recent improvements in reservoir modeling and forecasting technology to develop tools to aid in forecast informed operations of the Nacimiento and San Antonio Reservoirs with a long-term goal of maximizing storage of winter inflow while minimizing downstream flood risk.

The grant scope includes an evaluation of existing reservoir operational methods and tools; documentation of Agency decision-making processes to develop operational guidelines; development of updated tools to evaluate operational factors including reservoir inflow, elevation-dependent outlet

capacity, joint operation of both reservoirs and the timing and coordination of releases with forecasted flows in the Salinas River.

This action is consistent with the Agency's Strategic Plan for 2020-2025, specifically Goal B, Strategy 7 - Use data and analysis to make informed decisions based on science; and, Goal C, Strategy 6 - Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

At its September 6, 2025 meeting, the Agency Finance Committee recommended that the Board of Directors consider approving the subject agreement; Funding for the Project is provided in part by USBR.

FINANCING:

The total cost of the agreement will be funded by the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* grant.

The total Project cost is \$545,605, spanning FY26-FY27 and requires at least 25% be funded with local match funds. The grant provides reimbursable funding of \$400,000 or approximately 73% with the remaining 27% or \$145,605 to be funded by the Agency. \$226,815 of the awarded \$400,000 has been allocated for GEI under the previously approved agreement while the remaining \$173,185 will be used for work performed by Sonoma Water, under the attached agreement. The Agency plans to use in-kind staff effort on eligible activities for cost share. Funding for consultant work (reimbursable by the grant) and Agency staff time have been included in the Adopted FY26 budget. Any remaining reimbursable funding and staff labor will be incorporated into future budgets through the end of the grant term.

In kind staff effort to meet cost share requirement will be billed to Agency Fund 111.

Prepared by: Peter Kwiek, Associate Water Resources Hydrologist, (831) 755-4860

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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Sonoma County Water Agency, a public agency hereinafter called "CONTRACTOR" or “Sonoma Water.”

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:  
CONTRACTOR will support the Agency’s consultant, GEI Consultants, in the design and development of a set of operational guidelines and supporting tools for improving the storage and release of winter inflows at Agency-owned reservoirs.
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees 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.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall be effective as of the date of completion of signatures by CONTRACTOR and Agency and will terminate on 6/30/2027 unless earlier terminated as provided herein.

Grant # R24AP00326-00

Project ID:



3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred seventy-three thousand one hundred eighty-five dollars no cents. (\$173,185.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator listed in Section 27.
- c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Mutual Indemnification.

- 5.1 MCWRA shall defend, indemnify and hold harmless the Sonoma Water, its Board of Directors, officers, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys'

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fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of MCWRA, its officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

- 5.2 Sonoma Water shall defend, indemnify, and hold harmless MCWRA, its officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the Sonoma Water, its Board of Directors, officers, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- 5.3 It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.
- 5.4 This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- 5.5 Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- 5.6 The provisions of this Indemnity shall survive the expiration or termination of the Agreement.
6. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
7. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subcontractors relating to this Agreement. Government Code section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
8. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable

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Project ID:

law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

9. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
10. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
11. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. 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 shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
12. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave

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time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

13. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
14. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
15. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
16. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

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Project ID:

17. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
18. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
19. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
20. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
21. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
22. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
23. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
24. Contract Administrators.  
CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:  
Chris Delaney
- Agency's designated administrator of this Agreement shall be:  
Peter Kwick
25. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed

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effective upon personal delivery or facsimile transmission, 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 otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY	TO CONTRACTOR
Name: Peter Kwiek, MCWRA	Name: Chris Delaney, Sonoma Water
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 404 Aviation Blvd. Santa Rosa, CA 95403
Telephone: 831.755.4860	Telephone: 707-547-1900
Fax:	Fax:
E-Mail: kwiekpk@countyofmonterey.gov	E-Mail: chris.delaney@scwa.ca.gov

26. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.
27. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
28. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
29. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Fee Schedule

30. Entire Agreement. As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

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**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

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

**Monterey County Water Resources Agency**

**Sonoma County Water Agency**

By: \_\_\_\_\_

Ara Azhderian  
General Manager

By: \_\_\_\_\_

Grant Davis  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized per Sonoma County Water  
Agency's Board of Directors Action on [TBD]

Approved as to form:

By: \_\_\_\_\_

Cory Wurtzel O'Donnell  
Chief Deputy County Counsel

Grant # R24AP00326-00

Project ID:

( \_\_\_\_\_ )  
**Agreement/Amendment No # ( \_\_\_\_\_ )**

\* \* \* \* \*

Approved as to form <sup>1</sup>:

Approved as to fiscal provisions:

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

\_\_\_\_\_  
Administrative Analyst

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

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

\_\_\_\_\_  
County Counsel – Risk Manager:

\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

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

<sup>1</sup> Approval by County Counsel is required, and/or when legal services are rendered

<sup>2</sup> Approval by Auditor-Controller is required



## **Exhibit A**

### **Scope of Work**

#### **Scope of Work**

Sonoma Water will support GEI Consultants (GEI) in their assistance to Monterey County Water Resources Agency (MCWRA) with enhancing predictive tools and operational strategies for the Nacimiento and San Antonio Dams and Reservoirs using a Forecast-Informed Reservoir Operations (FIRO) approach to support water resource management objectives. The project aims to improve reservoir operations by integrating advanced forecasting and modeling capabilities that support water supply management, groundwater recharge, flood management, and riverine habitat restoration. This work will build upon existing policies and procedures, ensuring operational decisions align with MCWRA's water rights while optimizing the beneficial use of stored water under changing hydrologic conditions.

The Scope of Work below describes Sonoma Water's responsibilities for each task. GEI's responsibilities for the project, including the overall management of the project tasks, is addressed under a separate agreement between GEI and MCWRA.

- Task 1 – Information Gathering
  - Support GEI to gather and review pertinent historical data for model development.
  - Support GEI to review available hindcast data and determine reasonable data streams for real-time reservoir simulations.
  - Support GEI to prepare memo summarizing the review of current operations, system constraints and existing tools used by MCWRA for flood control operations.
- Task 2 – Develop Models to Simulate Historical Conditions
  - Lead the development of an Ensemble Forecast Operations (EFO) model of the physical system that will include Nacimiento and San Antonio Reservoirs, and downstream reaches of the Salinas River to the City of Soledad. The model developed for the Salinas River will incorporate hydrology and hindcasts of the HEFS prepared by the CNRFC for the period 2010 through 2023.
  - Develop simulations of existing flood control operations of Nacimiento and San Antonio for up to 5 high flow events sampled from the CNRFC hydrology. Simulations of existing operations will incorporate reservoir rules such as reservoir guide curves, release rate of change, and downstream objective flow rules. Sonoma Water will work with MCWRA to validate these simulations by comparing simulation results of storage, release, and downstream flows to observed conditions. Modifications to model parameters may be made to improve validation.
  - Develop EFO flood control alternatives for Nacimiento and San Antonio Reservoirs. The EFO approach uses ensemble streamflow predictions to forecast the probability or risk of exceeding critical operational thresholds. Reservoir releases are formulated that mitigate the forecasted risk to a defined risk tolerance profile. Additional FIRO alternatives may be assessed, such as an alternative that utilizes deterministic streamflow forecasts, if adequate information and resources to complete the

Project ID:

assessment of additional alternatives are available. GEI and Sonoma Water will work with MCWRA engineers and operators to determine the project objectives and identify critical thresholds of reservoir storage and downstream flows. Risk tolerance curves will be calibrated to optimize system performance to meet project objectives. Calibration will be completed through simulation of historical floods using hydrology and hindcasts developed by the CNRFC.

- Task 2 Deliverables:
  - Technical Memo: The technical memo will be prepared for MCWRA documenting the development of the model, validation of existing operations, and the development and calibration of the FIRO alternatives for Nacimiento and San Antonio. This memo will include summaries of simulation results to demonstrate performance of FIRO alternatives relative to simulations of existing operations, and discussion as to whether the identified Project objectives associated with critical thresholds of reservoir storage and downstream flows were met.
  - Model: EFO model source code and input files.
  - Model Results: Model results in a comma-separated values (CSV) file format.
- Task 3 – Develop Real-Time Operations Model Framework and Operations Decision Support Tool
  - With support from GEI, develop data extraction and web scraping tools to obtain required data from online sources such as observed reservoir storage levels, downstream flows, and HEFS forecasts from the CNRFC.
  - With support from GEI, develop a database structure to store and archive observed hydrology and forecasts used for the real time operations model.
  - With support from GEI, develop an initial draft forecast dashboard based on experience with developing dashboards for other FIRO project (Lake Mendocino, Lake Sonoma and Prado Dam). Dashboards will include forecasted reservoir storage, downstream flows, and risk of exceeding critical operations thresholds.
  - Task 3 Deliverables:
    - Decision Support Tool.
      - Will incorporate the EFO model developed through Task 2 and will run either on a workstation, local server, or cloud instance. Internet connectivity will be required to allow automatic data collection of boundary condition data. Forecast simulations will be initiated manually or on a time schedule, and DST output graphics and text will be saved to a location accessible for dashboard reporting.
      - The dashboard will present tabular and/or graphical results from the forecast simulations performed by the DST along with descriptive text. We expect the dashboard to be accessed through a web browser, although it is also possible to provide the dashboard as a desktop software application if that is preferred by MCWRA.

- Task 4 – Develop a Decision Support Tool (DST) Implementation Plan to Update Existing Operating Procedures and Train Staff
  - FIRO DST Computational Need: Support GEI to assess computational needs and requirements to host the DST.
  - Virtual Operations (Optional): Develop virtual operations simulations to simulate real time reservoir and downstream conditions as if the reservoir releases provided by the reservoir operations model developed in Task 2 and 3 are fully implemented. Sonoma Water will support GEI to assess the information and time available to develop Virtual Operations simulations and make recommendations to MCWRA on pursuing this option.
  - FIRO DST Integration: Sonoma Water will support GEI to work with MCWRA to evaluate existing operational tools and identify a process to integrate the FIRO DST developed in Tasks 2 and 3 into the existing operational framework.
  - FIRO DST Training: Sonoma Water will support GEI to provide a 1-day training workshop to MCWRA to introduce and train MCWRA operators and engineers on the FIRO DST.
- Task 5: WaterSmart Grant Support
  - Support GEI with documenting the outcomes of the project in a draft and final report;
  - Support GEI with preparing supporting information to be provided to MCWRA for each Interim Performance Report;
  - Support GEI with participation in a BOR-Sponsored Webinar (upon request)

### **Work Schedule**

For the above Sonoma Water Scope of Work, the following schedule will be followed:

<b>Task</b>	<b>Description of Milestone Item</b>	<b>Timeframe</b>
1	Complete Information Gathering	November 30, 2025
2	Complete model to simulate historical conditions	April 30, 2026
3	Complete operations model framework and dashboard	July 31, 2026
4	Complete DST Implementation Plan	September 30, 2026
5	Complete Draft Project Report	September 30, 2026
5	Complete Final Project Report	September 30, 2026
5	Input to MCWRA Project Completion Webinar to BOR	September 30, 2026

Timeline may be modified by agreement of both parties.

Project ID:

## EXHIBIT B FEE SCHEDULE

The table below summarizes SCWA's estimated cost for tasks described in Exhibit A: SCWA Scope of Work / Work Schedule.

<b>Estimated Project Cost by Task</b>	
<b>Task</b>	<b>Estimated Cost</b>
<i><b>Task 1: Information Gathering</b></i>	<b>\$18,566</b>
<i><b>Task 2: Develop Models to Simulate Historical Conditions</b></i>	<b>\$84,734</b>
<i><b>Task 3: Develop Realtime Operations Model Framework and Operations Dashboard</b></i>	<b>\$31,202</b>
<i><b>Task 4: Develop Decision Support Tool Implementation Plan and Train Staff</b></i>	<b>\$26,314</b>
<i><b>Task 5: WaterSMART Grant Support</b></i>	<b>\$12,369</b>
<b>Project Total</b>	<b>\$173,185</b>

The SCWA Budget Detail with Hourly Rates is provided on the following pages.

SCWA BUDGET DETAIL - MCWRA				
Grant Period: <i>Assuming 10/1/25</i> through 9/30/26				
1. Information Gathering				
Staff/Consultant	Hours	Hourly Rate/ Amount	Total	
WATER AGENCY PRINCIPAL ENGINEER	19.0	372.18	\$	7,071.00
WATER AGENCY ENGINEER IV	12.0	349.83	\$	4,197.00
WATER AGENCY ENGINEER II	12.0	269.44	\$	3,233.00
ACCOUNTANT	7.0	183.38	\$	1,283.00
WATER AGENCY TECHNICAL WRITING SPECIALIST	8.0	230.47	\$	1,843.00
ADMINISTRATIVE SERVICES OFFICER I	2.0	219.05	\$	438.00
ADMINISTRATIVE SERVICES OFFICER II	2.0	250.69	\$	501.00
Task Subtotal			\$	18,566.00
Task 1 Total		62.0	18,566.00	
2. Develop Models to Simulate Historical Conditions				
Staff/Consultant	Hours	Hourly Rate/ Amount	Total	
WATER AGENCY PRINCIPAL ENGINEER	67.0	372.18	\$	24,936.00
WATER AGENCY ENGINEER IV	90.0	349.83	\$	31,484.00
WATER AGENCY ENGINEER II	90.0	269.44	\$	24,249.00
ACCOUNTANT	7.0	183.38	\$	1,283.00
WATER AGENCY TECHNICAL WRITING SPECIALIST	8.0	230.47	\$	1,843.00
ADMINISTRATIVE SERVICES OFFICER I	2.0	219.05	\$	438.00
ADMINISTRATIVE SERVICES OFFICER II	2.0	250.69	\$	501.00
Task Subtotal			\$	84,734.00
Task 2 Total		266.0	84,734.00	
3. Develop a Real-Time Operations Model Framework and Operations Dashboard				
Staff/Consultant	Hours	Hourly Rate/ Amount	Total	
Consultant				
WATER AGENCY PRINCIPAL ENGINEER	23.0	372.18	\$	8,560.00
WATER AGENCY ENGINEER IV	30.0	349.83	\$	10,494.00
WATER AGENCY ENGINEER II	30.0	269.44	\$	8,083.00
ACCOUNTANT	7.0	183.38	\$	1,283.00
WATER AGENCY TECHNICAL WRITING SPECIALIST	8.0	230.47	\$	1,843.00
ADMINISTRATIVE SERVICES OFFICER I	2.0	219.05	\$	438.00
ADMINISTRATIVE SERVICES OFFICER II	2.0	250.69	\$	501.00
Task Subtotal			\$	31,202.00
Task 3 Total		102.0	\$	31,202.00

4. Develop a Decision Support Tool (DST) Implementation Plan to Update Existing Operating Procedures and Train Staff			
Staff/Consultant	Hours/Units	Hourly Rate/ Amount	Total
<b>Consultant</b>			
WATER AGENCY PRINCIPAL ENGINEER	27.0	372.18 \$	10,048.00
WATER AGENCY ENGINEER IV	20.0	349.83 \$	6,996.00
WATER AGENCY ENGINEER II	20.0	269.44 \$	5,388.00
ACCOUNTANT	6.0	183.38 \$	1,100.00
WATER AGENCY TECHNICAL WRITING SPECIALIST	8.0	230.47 \$	1,843.00
ADMINISTRATIVE SERVICES OFFICER I	2.0	219.05 \$	438.00
ADMINISTRATIVE SERVICES OFFICER II	2.0	250.69 \$	501.00
<b>Task Subtotal</b>			<b>\$ 26,314.00</b>
<b>Task 4 Total</b>			<b>\$ 26,314.00</b>
<b>5. WaterSMART Grant Support</b>			
Staff/Consultant	Hours/Units	Hourly Rate/ Amount	Total
<b>Consultant</b>			
WATER AGENCY PRINCIPAL ENGINEER	19.0	372.18 \$	7,071.00
WATER AGENCY ENGINEER IV	9.0	349.83 \$	3,143.00
WATER AGENCY ENGINEER II	8.0	269.44 \$	2,155.00
<b>Task Subtotal</b>			<b>\$ 12,369.00</b>
<b>Task 5 Total</b>			<b>\$ 12,369.00</b>
<b>GRAND TOTAL</b>			<b>\$ 173,185.00</b>

Labor Summary	Hours	Total
ACCOUNTANT	27	\$ 4,949.00
ADMINISTRATIVE SERVICES OFFICER I	8	\$ 1,752.00
ADMINISTRATIVE SERVICES OFFICER II	8	\$ 2,004.00
WATER AGENCY ENGINEER II	160	\$ 43,108.00
WATER AGENCY ENGINEER IV	161	\$ 56,314.00
WATER AGENCY PRINCIPAL ENGINEER	155	\$ 57,686.00
WATER AGENCY TECHNICAL WRITING SPECIALIST	32	\$ 7,372.00
WATER AGENCY GRANT SPECIALIST	-	\$ -
	-	\$ -
	-	\$ -
	-	\$ -
	551	\$ 173,185.00
PROJECT TOTAL		\$ 173,185.00



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_

**RATIFY AGREEMENT FOR SERVICES WITH  
SONOMA COUNTY WATER AGENCY IN THE  
AMOUNT OF \$173,185 FOR WORK TO BE  
PERFORMED RELATED TO THE ENHANCING  
PREDICTIVE TOOLS AND OPERATIONAL  
STRATEGIES FOR THE NACIMIENTO AND  
SAN ANTONIO DAMS AND RESERVOIRS PROJECT  
AND AUTHORIZE THE GENERAL MANAGER TO  
EXECUTE THE AGREEMENT**

}  
}  
}  
}  
}  
}  
}  
}  
}  
}

Upon motion of Director\_\_, seconded by Director\_\_, and carried by those members present, the Board of Directors hereby:

1. Ratify agreement with Sonoma County Water Agency in the amount of \$173,185 for work to be performed related to the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project*; and
2. Authorize the General Manager to execute the Agreement.
3. To utilize funds from Fund 111

PASSED AND ADOPTED on this 17<sup>th</sup> day of **November 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

BY: Mike LeBarre, Chair  
Board of Directors

ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.10

### Board Report

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

Legistar File Number: WRAG 25-190

November 17, 2025

Introduced: 11/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommendation from the Planning Committee to amend the Agency's Bylaws. (Staff: Ara Azhderian)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency's Board of Directors:

Amend the Agency's Bylaws.

#### SUMMARY/DISCUSSION:

On October 1, 2025, the Planning Committee considered proposed changes to the Agency's Bylaws and the potential development of a governance guidance policies manual. The Planning Committee requested staff prioritize proposed changes to the Bylaws that could affect the term of service of the Agency's Board of Directors Chair and Vice-Chair and the potential combining of Agency Committees to improve administrative efficiency and awareness of the Agency's actions, then follow with the development of the governance manual. Staff presented the proposed Bylaws changes in red-line to the Board of Directors on October 20, 2025.

The two primary areas of interest were the proposed change in term for the Chair and Vice-Chair from two-years to one and the combining of committees: the Finance and Personnel & Administrations Committees into a Finance & Administration Committee and the combining of the Basin Management Advisory Committee with the Reservoir Operations Advisory Committee into a Water Resources Advisory Committee. With respect to terms, the majority opinion of the Directors was to maintain the two-year term. With respect to combining, the Directors were in majority favor of creating the Finance & Administration Committee and the Water Resources Advisory Committee, though with the latter the Board questioned the composition, i.e. how many members should the new committee maintain and who should they represent. The Directors reviewed a table comparing composition of the committees and questioned whether 15 should be seated at the new, combined committee rather than the proposed 13. The Directors requested staff take the matter and other proposed changes back to the Planning Committee for further consideration.

On November 5, 2025, the Planning Committee considered the Directors comments and other questions raised by staff. The Committee addressed the comments and questions, which resulted in the recommendations presented in the proposed amendments - attached. In summary, the Planning Committee recommends maintaining the two-year term for the Board Chair and Vice-Chair, creating the Finance & Administration Committee and the Water Resources Advisory Committee, with the latter composed of 15 members, 3 from the public. The Planning Committee also recommends the Board Chair appoint members to all Board



established committees and that the process for selecting the Board Chair be given more time than afforded in the current Bylaws.

STRATEGIC PLAN ALIGNMENT:

The proposed Bylaws revisions align with the adopted Strategic Plan Goal B, Strategy 7; Goal D, Strategies 3 & 5; and Goal E, Strategies 1 & 4.

OTHER AGENCY INVOLVEMENT:

Planning Committee  
Board of Directors

FINANCING:

Revising the Bylaws has no fiscal impact on the 2025-26 fiscal-year adopted budget.

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

Attachments:

1. Proposed Amendments to WRA Bylaws - November 17 2025 BOD FINAL DRAFT
2. PC Recommendation to BOD RE WRAC Membership - November 5, 2025



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-190

November 17, 2025

Introduced: 11/7/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Consider recommendation from the Planning Committee to amend the Agency's Bylaws. (Staff: Ara Azhderian)

### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency's Board of Directors:

Amend the Agency's Bylaws.

### SUMMARY/DISCUSSION:

On October 1, 2025, the Planning Committee considered proposed changes to the Agency's Bylaws and the potential development of a governance guidance policies manual. The Planning Committee requested staff prioritize proposed changes to the Bylaws that could affect the term of service of the Agency's Board of Directors Chair and Vice-Chair and the potential combining of Agency Committees to improve administrative efficiency and awareness of the Agency's actions, then follow with the development of the governance manual. Staff presented the proposed Bylaws changes in red-line to the Board of Directors on October 20, 2025.

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Board of Directors

FINANCING:

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

Attachments:

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## **BYLAWS**

### **MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS (As amended 2/20/24)**

#### **I. PURPOSE AND AUTHORITY.**

1.01. Authority. These bylaws are adopted pursuant to the Monterey County Water Resources Agency Act, as amended by the statutes of 1991, Chapter 1130 (West's California Water Code, Appendix, Chapter 52; hereinafter "Agency Act"), and pursuant to Monterey County Water Resources Agency Ordinance No. 3559.

1.02. Purpose. The purpose of these bylaws is to establish procedures for the conduct of meetings of the Monterey County Water Resources Agency Board of Directors and to provide guidelines for the other activities of the Board of Directors.

1.03. Relations between Board and Staff. The purpose of the Board of Directors is to set policy for implementation by the General Manager and Staff. The Board will adopt a hands-off policy regarding day-to-day management as that is the duty of the General Manager. Board members shall direct requests of Staff to the General Manager.

#### **II. MEMBERS.**

2.01. Number and Appointment. There are nine members on the Board of Directors. The members are appointed by the Monterey County Water Resources Agency Board of Supervisors.

2.02. Duties. The Board of Directors shall perform the duties delegated to them by the Monterey County Water Resources Agency Act and by Ordinance No. 3559.

2.03. Vacancies and Removal of Directors. A vacancy occurs on the Board of Directors when a Director resigns or dies or when the position is declared vacant by the Supervisors, on the recommendation of the Directors due to the incumbent Director's incapacity or failure to attend meetings. A vacancy shall be filled by appointment in the same manner as the appointment of the original holder of the office. If a Board member is absent from three consecutive meetings of the Board or its committees, the ~~Personnel/Finance &~~ Administration Committee shall review the matter within 30 days and determine whether it should be heard by the full Board. The Board may, based on the recommendation of the ~~Personnel/Finance &~~ Administration Committee, by resolution, recommend to the Board of Supervisors that the Board of Supervisors declare a vacancy and appoint

PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

a replacement Director.

2.04. Compensation.

(a) Each member of the Board of Directors of the Monterey County Water Resources Agency appointed pursuant to the Monterey County Water Resources Agency Act shall receive compensation for his or her services at the rate of \$100.00 for each meeting attended by such Director. A meeting shall be a regular or special meeting of the Board of Directors, a meeting of any of the standing committees or additional committees, or any meeting so designated as such by the Chair.

(b) In addition, the Directors shall be reimbursed for actual necessary expenses incurred in the performance of official business of the Agency pursuant to assignment of the Board of Directors consistent with the reimbursement schedules and policies of the County of Monterey.

2.05. Conflicts of Interest. No Board member shall participate in any matter which comes before the Board of Directors, or in any matter in which he or she is required to act in his or her capacity as a Board member, when the Board member has or may have a direct or indirect economic interest which may be affected as a result of such action, unless such participation is otherwise required or permitted by law. No Board member shall undertake any employment, activity, or economic enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his or her duties as a Board member. Board members shall comply with the conflict of interest code to be adopted by the Board.

2.06. Notice to Directors. Whenever written notice is required by these bylaws to be given or delivered when the notice is left at the Directors' residence or usual place of business by personal messenger, when the notice is sent to the Director via fax transmittal to the fax number given to the Agency by the Director, or five days after the notice is deposited in the U.S. mail, first class postage prepaid, properly addressed to the Director.

2.07. Authority of Director to speak for the Board or Agency. No director will speak on behalf of the Board of Directors in any public forum unless expressly authorized to do so by the Board of Directors. No director will speak on behalf of the Agency in any public forum unless expressly authorized to do so by the Board of Supervisors.

**III. OFFICERS.**

3.01. List of Officers. The officers of the Board shall be the Chair, Vice-Chair, and Secretary.

PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

3.02. Qualification, Selection, and Term. Each Chair and Vice-Chair shall be members of the Board of Directors. The General Manager of the Agency shall be the Secretary for the Board but shall not vote at Board meetings. The Chair and Vice-Chair shall be elected by the Board at the Board's first meeting ~~of in January 2019 of every even calendar year~~ and shall serve for a period of ~~one year or until a successor has been duly elected. The Chair and Vice Chair shall serve for a period of two years beginning January 2020. The Chair and Vice Chair shall be elected by the Board at the Board's first meeting of January 2020 or until a successor has been elected. The Board shall elect the Chair and Vice Chair at the Board's first meeting of January every subsequent even year thereafter.~~ A Board member shall not simultaneously hold more than one office. ~~At Prior to the last regular meeting of the calendar year when the Chair's and Vice Chair's terms end, the Chair shall appoint an ad hoc nominating committee consisting of a chairperson and two directors.~~ The Chair shall be an ex-officio member.

3.03. Duties of Chair. The Chair shall preside at all meetings of the Board; execute contracts, correspondence, conveyances, and other written instruments as authorized by the Board; and appoint ~~chairpersons and members of to Board established committees, including the Chair and Vice-Chair.~~

3.04. Duties of Vice-Chair. The Vice-Chair shall, in the absence of the Chair, assume the duties of the Chair and perform such reasonable duties as may be required by the Board or the Chair of the Board.

3.05. Duties of Secretary. The Secretary shall be responsible for maintaining Board meeting minutes and other records that may from time to time be required by the Boards' activities, and shall perform such reasonable duties as may be required by the Board or Chair of the Board. The Secretary may delegate the actual performance of the tasks necessary to fulfill these duties.

3.06. Vacancies and Removal of Officers. A vacancy in any office shall be filled by nomination and election by the Board of Directors as soon as it is reasonably possible. Officers may be removed by a majority vote of the Board of Directors for failure to perform the duties of the office or for malfeasance in office.

**IV. COMMITTEES.**

4.01. Establishing Committees. ~~The Board of Directors may, by a majority vote, establish committees from time to time, including standing, advisory, ad hoc, and/or special committees.~~

4.02. Appointment and Terms of Committees. ~~The Board Chair shall appoint members of the Board committees, and the Chair and Vice Chair of each Board committee. Appointments are for one year. Members of the public may be appointed nominated to serve as members of advisory,~~

**Commented [AA1]:** Should this be moved to November, to provide more time for consideration through the holiday season?

**Commented [AA2R1]:** The Planning Committee recommends allowing for more time.

**Commented [AA3]:** Is this to mean only "standing" committees, as described in Section 4.03 below, or all Board established committees, as described in Section 4.01?

**Commented [AA4R3]:** The Planning Committee recommends the Chair appoint all committee members.

**Commented [AA5]:** Added to conform with language in Section IV.

**Commented [AA6]:** This is already established under Section 3.03.

**Commented [AA7]:** Per Section 3.03, the Chair appoints.

#### PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

ad hoc, or special committees by members of the Board of Directors, and if ~~so~~ appointed, shall have the right to vote only at committee meetings. Appointments are for one year. Members of committees may be re-appointed for succeeding terms, without limitation.

4.032. Standing Committees. The ~~Directors Board of Directors~~ shall maintain the following standing committees: ~~a Finance Committee, Personnel & Administration Committee, and a Planning Committee.~~ Standing committees shall be comprised of four Board members.

**Commented [AA8]:** The Planning Committee recommends combining the Finance and the Personnel & Administration committees.

(a) Finance & Administration Committee. The Finance & Administration Committee (FAC) consists of a Chair, Vice Chair, and two other Board members. ~~The Finance Committee FAC assists in~~ advises staff and the Board establishing and enhancing valid on matters related to the Agency's business existing programs and projects, and financial management systems, including personnel, administration, and governmental affairs. It annually reviews and recommends the budget, and ~~each month~~ it reviews the Agency's financial performance under the adopted budget at least quarterly. ~~The committee FAC acts as the audit committee for the Board of Directors and makes recommendations to the Board of Directors on capital Agency expenditures beyond the delegated authority of the General Manager.~~ The committee reviews the financial aspects of programs and projects proposed to be implemented by the Agency, and reviews charges proposed to be levied by the Agency (including, but not limited to, standby charges, and assessments), ~~and may recommend revisions to the Agency's accounting system.~~

**Commented [AA9]:** Section 16 of the Agency Act assigns this responsibility to the County's Auditor-Controller.

**Commented [AA10]:** Already stated above.

(b). Planning Committee. The Planning Committee consists of a Chair, Vice Chair, and two other Board members. The Planning Committee ~~advises staff and the Board shall help to on development of~~ short- and long-range plans for the Agency with respect to all activities in which the Agency is involved, or might become involved, including strategic planning. The Planning Committee helps to screen, evaluate, and prioritize projects and programs considered for implementation by the Agency, ~~and reviews the Agency's ongoing projects and programs consistent with the Agency's Strategic Plan, as approved by the Board of Directors.~~

**Commented [AA11]:** Oversight of established projects and programs should be in the purview of the FAC. The Planning Committee should remain forward looking, focusing on plan development.

~~(c) Personnel/Administration Committee. The Personnel/Administration Committee consists of a Chair, Vice Chair, and two other Board members. The Personnel/Administration Committee reviews Agency personnel matters, and governmental affairs.~~

4.043. Advisory and Ad Hoc Committees. The Chair may appoint, with the approval of the Board of Directors, advisory or ad hoc committees as the need arises, and define the mission and duties thereof. The following advisory committees ~~are is~~ hereby confirmed and recognized:

(a) Water Resources Advisory Committee. The Water Resources Advisory Committee (WRAC) reviews the Agency's operation of the Nacimiento and San Antonio Dams and Reservoirs, the Salinas Valley Water Project, and the resultant effects upon the Salinas Valley Groundwater Basin, including the hydrologic conditions therein. The WRAC shall consist of up-to fifteen

**Commented [AA12]:** The Planning Committee recommends combining the Basin Management Advisory Committee with the Reservoir Operations Advisory Committee.

## PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

members: a Chair, Vice-Chair, and two other members of the Board of Directors; one representative of a Salinas Valley City; one representative each of the Pressure, East Side, Forebay, and Upper Valley groundwater subareas; one representative from the San Luis Obispo County Public Works Department; one representative from the Monterey County Public Works, Facilities, and Parks Department; one representative from the Nacimiento Regional Water Management Advisory Committee; and three members of the public at large.

**Commented [AA13]:** The Planning Committee recommends a 15 member WRAC, with 3 members from the public.

~~(a) Reservoir Operations Advisory Committee. The Reservoir Operations Advisory Committee reviews all matters pertaining to Nacimiento and San Antonio Reservoirs. The Reservoir Operations Advisory Committee consists of a Chair, Vice Chair, two other Board members, and non-Director members. The Chair shall appoint non-Director members to the Reservoir Operations Advisory Committee as follows: one representative of a Salinas Valley City; one representative each of the Pressure, East Side, Forebay, and Upper Valley groundwater subareas; three members of the public at large; and one representative each from the San Luis Obispo County Public Works Department, Monterey County Parks Department, the Lakes resort concessionaire, Nacimiento Regional Water Management Advisory Committee, and the Salinas River Channel Coalition.~~

~~(b) Basin Management Advisory Committee. The Basin Management (BMP) Advisory Committee reviews all matter concerning basin management. The Basin Management Advisory Committee consists of a Chair, Vice Chair, two other Board members, and non-Director members. The Chair shall appoint non-Director members to the Basin Management Advisory Committee as follows: one representative each of the Pressure, East Side, Forebay, and Upper Valley groundwater subareas; and three members of the public at large.~~

~~4.04. Additional Committees. The Directors may by majority vote establish additional committees from time to time, including standing committees and special committees.~~

~~4.05. Staff Assistance to Committees. Water Resources-Agency Staff shall may be assigned to assistprovide assistance to all Board established committees of the Directors, at the request of the committee Chair or the Board, consistent with Section 1.03 of these bylaws.~~

4.06. Role of Committees. The role of each committee is limited to the matters expressly assigned to the committee by these bylaws or by resolution of the Board of Directors, together with all matters necessarily incidental thereto. Except as otherwise expressly provided in these bylaws or by resolution of the Board of Directors, the committee does not make binding decisions on those matters. Rather, the committee makes recommendations to the Board of Directors on those matters that are to be considered by the Board of Directors.

## **V. MEETINGS.**

5.01. Conduct of Meetings. All meetings of the Board shall be subject to the provisions of the Ralph M. Brown Act (Government Code sections 54950, *et seq.*) ("Brown Act"), the Agency



PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

Act, and these bylaws. If any inconsistency exists between the provisions of the Brown Act and these bylaws, the provisions of the Brown Act shall control.

5.02. Regular Meetings . Time and Place. The Board of Directors will establish a regular meeting date and time, which shall be not less than once each month, and shall establish a regular place for holding such meetings. Committees of the board shall meet as frequently as is necessary to fulfill the committee's duties, but in any event, not less than quarterly. Notice and posting of agendas for regular meetings shall be pursuant to the provisions of the Brown Act.

5.03. Special Meetings. Special meetings may be called by the Board Chair at any time for a specific, announced purpose. At the request of any three Board members, the Board Chair shall call such a special meeting. Written notice of a special meeting shall be delivered to all Board members at least 48 hours in advance of any meeting. Attendance at a special meeting by any Director amounts to a waiver of any defect in the giving of notice to such Director, unless at the meeting the Director specifically objects to the holding of the meeting on the grounds of such defect. Notice and posting of agendas for special meetings shall be pursuant to the provisions of the Brown Act.

5.04. Quorum. No action shall be taken by the Board or by a committee unless a quorum is present at the meeting, except as otherwise provided herein or as allowed under *Roberts Rules of Order*. For Board of Directors meetings, a quorum shall be five members. For committees, a quorum shall be 50% of all the members of the committee, including at least one Board member.

5.05. Majority Vote. Actions of the Board shall be by a majority vote of Board members present and voting on the issue. If a Director is recused or prohibited from voting due to an actual or perceived conflict of interest under the California Political Reform Act (Government Code section 8700, *et seq.*) or Government Code section 1090, *et seq.*, the Director shall leave the dais and the Board chambers, and his or her presence shall not be counted towards a quorum. If the recusal of a Director on a certain item will upset the quorum, such item shall be trailed to the end of the meeting and continued to a future meeting when a quorum can be obtained. The presence of any Director who otherwise abstains from voting shall be counted for purposes of determining a quorum, but the vote of such abstaining members shall not be counted either for or against a measure in determining whether a majority vote has been obtained.

5.06. Minutes. A record of proceedings of all minutes of the Board of Directors and of committees of the Board shall be kept on file with the Agency.

5.07. Public Meetings. All meetings of the Board of Directors shall be open to the public, unless otherwise provided by law.

5.08. Voting. Voting on all motions and resolutions of the Board of Directors shall be by

PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

voice vote, calling for ayes and noes, except that if any member of the Board or the Secretary requests a roll call vote, either before or after the voice vote is taken, then the vote shall be by roll call.

5.09. Agendas of Regular Meetings. At least 72 hours before regular meetings, an agenda shall be posted at the Directors regular place of posting that contains a brief description of each item of business to be transacted or discussed at the meeting.

5.10. Time for Public Comment.

(a) The Chair shall provide an opportunity for members of the public to address the Directors on any agenda item of interest to the public, before or during the Directors consideration of the item. The Chair may limit the time allowed for each person to speak. Public participation need not be allowed on discussions of procedural issues, such as continuances, the order in which agenda items will be considered, and the like, and public participation need not be allowed on items which are presented by Staff to the Directors for information only.

(b) The agenda for each regular meeting will include a regular time near the beginning of the agenda to receive public comment on items that are within the jurisdiction of the Directors and are not otherwise discussed at the meeting. The Directors are not required to respond to any issues raised during the public comment period, and may not take any action on such issues other than to refer the item to Staff or schedule action for a future agenda.

5.11. Non-agenda Items. The Directors may take no action on any item not previously placed on the agenda except in the following situations:

(a) The Directors determine by a majority vote that an emergency situation exists. An emergency situation means work stoppage or other activity which severely impairs health, safety, or both, or a crippling disaster which severely impairs public health, safety, or both.

(b) The Directors determine by a vote of at least two-thirds of the authorized number of Directors, or if less than two-thirds of the authorized number of members are present, that the need to take action arose after the agenda was posted.

(c) The item was continued from a prior meeting held less than five days before the current meeting, and the item was properly placed on the agenda for the previous meeting.

5.12. Roberts Rules of Order. Except as otherwise provided in these bylaws or in rules and regulations adopted by the Directors, all meetings of the Directors shall be conducted pursuant to *Roberts Rules of Order*.

5.13. Hearing Procedure. All hearings shall be conducted by the Chair in the manner

PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

provided by law. All hearings of the Directors shall be open for public participation. When a proposal is being considered by the Directors, the public hearing will be opened when the Chair introduces the item for consideration by the Directors. The sequence of events relating to any proposal shall be as follows:

1. By reference to the agenda, the Chair announces the proposal to be heard or considered.
2. The General Manager or his or her designee presents the Staff report to the Directors.
3. The General Manager or his or her designee presents or summarizes any additional messages or communications regarding that proposal.
4. The Chair inquires if Directors have any questions of Staff.
5. The Board may ask all audience members who address the Board to volunteer their name and business or residence address before speaking; however, such information is not mandatory.
6. The Chair asks if there are any proponents in the audience who wish to be heard.
7. The proponents then may address the Board.
8. Following the proponents' remarks, the Chair asks for opponents to be heard.
9. The opponents then address the Board.
10. The Chair may ask for a brief period for rebuttal from proponents following opponents being heard.
11. After the public has been heard, the Chair will entertain a motion to close the public hearing.
12. Following successful passage of the motion to close the public hearing, the discussion will be limited to the Directors.
13. The hearing ends with an action to approve or deny the proposal by vote of the Board.
14. The Chair may alter the order specified above, if the Chair believes such change in the order would facilitate the hearing process.

5.14. Continuance and Adjournment. The Directors may continue any item to another

PROPOSED REVISIONS DISCUSSED BY PLANNING COMMITTEE, NOVEMBER 5, 2025

meeting specified in the order of continuance, may adjourn any meeting without specifying a new meeting date, and may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so continue an item or adjourn a meeting. If all members are absent from any meeting, the Secretary may so adjourn the meeting, and shall provide notice of any new meeting date and time as required by law.

**VI. ADOPTION AND AMENDMENT OF BYLAWS.**

6.01 These bylaws shall be adopted by resolution, approved by a majority of the Directors. The bylaws may be amended at any properly noticed meeting, by resolution approved by a majority of the Directors.

Upon motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, these bylaws were amended to read as above on **February 20, 2024**, by the following votes:

**Ayes:**

**Noes:**

**Abstain:**

**Absent:**

Attest: I certify that the within instrument is a true and complete copy of the original Bylaws of the Board of Directors of the Monterey County Water Resources Agency on file within this office.

Dated:

\_\_\_\_\_  
Ara Azhderian  
General Manager

History: Adopted 12/19/91; amended: 1/13/92, 9/14/92, 10/12/92, 10/26/92, 3/29/93, 5/9/94, 10/28/96, 4/25/16, 9/19/16, 11/19/18, 5/20/19, and 2/20/24

						November 5, 2025 Planning Committee Recommendation	
BMAC			ResOps			WRAC	
1	Director	Filled	1	Director	Filled	1	Director
2	Director	Filled	2	Director	Filled	2	Director
3	Director	Filled	3	Director	Filled	3	Director
4	Director	Vacant	4	Director	Filled	4	Director
5	Pressure	Filled	5	Pressure	Filled	5	Pressure
6	East Side	Filled	6	East Side	Filled	6	East Side
7	Forebay	Filled	7	Forebay	Filled	7	Forebay
8	Upper Valley	Filled	8	Upper Valley	Filled	8	Upper Valley
9	Public	Filled	9	Public	Filled	9	Public
10	Public	Filled	10	Public	Filled	10	Public
11	Public	Vacant	11	Public	Filled	11	Public
			12	Salinas Valley City	Vacant	12	Salinas Valley City
			13	SLO Public Works	Filled	13	SLO Public Works
			14	MC Parks	Filled	14	MC Parks
			15	NRWMAC	Filled	15	NRWMAC
			16	Lakes Resort	Filled		
			17	SR Channel Coalition	Vacant		



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_

CONSIDER RECOMMENDATION FROM THE PLANNING )  
COMMITTEE TO AMEND THE AGENCY'S BYLAWS )

Upon motion of Director\_\_, seconded by Director\_\_, and carried by those members present, the Board of Directors hereby:

PASSED AND ADOPTED on this **17th** day of **November 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

RESOLUTION No. \_\_\_\_\_

**Resolution Amending the Bylaws )  
of the Monterey County Water Resources Agency )  
to combine standing and advisory committees )  
and address Board members and public participation )**

WHEREAS, the Monterey County Water Resources Agency exists under the Monterey County Water Resources Agency Act (Water Code Appendix Chapter 52; Stat. 1990, c. 1159) (the “Agency Act”); and,

WHEREAS, Section 66 of the Agency Act provides that the Directors shall adopt Bylaws for the conduct of their business and shall establish standing committees comprised of Board members; and,

WHEREAS, Section 67 of the Agency Act provides that the Directors may establish and appoint advisory committees to assist the Agency in any aspect of its work; and may prescribe the qualifications for membership on the advisory committees; and,

WHEREAS, the Bylaws, as previously amended, established three standing committees: the Finance Committee, the Planning Committee, and the Personnel/Administration Committee, and two advisory committees: the Reservoir Operations Advisory Committee, and the Basin Management Advisory Committee; and,

WHEREAS, to improve administrative efficiency and awareness of the Agency’s actions, the Planning Committee reviewed the existing committees and structure and recommended the Board of Directors consider combining the Finance and Personnel/Administration Committees into a Finance & Administration Committee, and combine the Basin Management Advisory Committee with the Reservoir Operations Advisory Committee to form a Water Resources Advisory Committee, with the new committee having fifteen members, three of whom are from the public at large; and,

WHEREAS, the Board of Directors seek to amend the Bylaws to effectuate the Planning Committee’s recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Monterey County Water Resources Agency Board of Directors hereby amends its Bylaws as reflected in Attachment 1.

PASSED AND ADOPTED on this **17<sup>th</sup>** day of **November 2025**, by the following vote, to-wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

BY:           Mike LeBarre, Chair  
                  Board of Directors

---

ATTEST:     Ara Azhderian  
                  General Manager





# County of Monterey

Item No.11

## Board Report

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

Legistar File Number: WRAG 25-191

November 17, 2025

Introduced: 11/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommendation from the Planning Committee to recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency's Board of Directors:

Recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

### SUMMARY/DISCUSSION:

In 2024, Montgomery & Associates completed the Deep Aquifers Study ("Study") for the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") and collaborative funding partners, which included Alisal Water Company, California Water Service, the Castroville Community Services District, the City of Salinas, the County of Monterey, Irrigated Agriculture, the Marina Coast Water District Groundwater Sustainability Agency ("MCWDGSA"), and the Monterey County Water Resources Agency ("MCWRA"). The Study addresses critical questions regarding the geology and hydrogeology of the Salinas Valley's Deep Aquifers and provides a scientific basis for sustainable management.

The Study included recommendations for refining existing monitoring networks to track trends, identify changes, and enhance the understanding of groundwater conditions in the Deep Aquifers which, as defined in the Study, are present within portions of the 180/400-Foot Aquifer Subbasin, the Forebay Subbasin, the Monterey Subbasin, and the Seaside Subbasin, which spans multiple groundwater management jurisdictions within the Salinas Valley Groundwater Basin.

In response to the Study recommendations related to monitoring the Deep Aquifers, the MCWRA prepared, in cooperation with other agencies, the Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin ("Monitoring Plan"). The Monitoring Plan captures, in a single document, the type and frequency of existing monitoring of the Deep Aquifers that is conducted by the MCWRA, the MCWDGSA, the Monterey Peninsula Water Management District ("MPWMD") and the Seaside Groundwater Basin Watermaster ("SGBW"). The Monitoring Plan also presents an approach for enhancing and expanding monitoring of groundwater levels, groundwater quality, and groundwater extraction in the Deep Aquifers to minimize or eliminate data gaps and improve the collective regional understanding

of conditions in the Deep Aquifers.

There are 5 groundwater management agencies spanning the Deep Aquifers. Each agency has its own governance and performs various monitoring tasks throughout the Deep Aquifers. The purpose of the Memorandum of Understanding is to generally describe each agency's respective activities, and the respective commitments to cooperate towards implementation of the Monitoring Plan, including the annual sharing of data and reevaluation of the Monitoring Plan to make adjustments, as appropriate, as new information emerges. The MOU also provides each participating agency's governing body and the public at large a non-technical explanation of the roles of each agency and the cooperation necessary to better implement the Monitoring Plan.

Monitoring, data collection, reporting, and sharing of information among agencies are essential activities that support sound and sustainable groundwater management decisions. Each agency party to the MOU relies upon the monitoring activities of other agencies to help inform groundwater management decisions within each agency's jurisdiction that affects the shared Deep Aquifers resource. In addition to the agencies who are party to the MOU, the County of Monterey is responsible for land use decisions in unincorporated areas, and its Health Department is responsible for the permitting of well construction, repairs, and destruction. Each will benefit from the Monitoring Plan and collaboration envisioned by the MOU.

#### STRATEGIC PLAN ALIGNMENT

Adoption of the Memorandum of Understand aligns with the Board of Directors adopted Strategic Plan Goal B, Strategies 2, 5, and 7; Goal C, Strategy 6, and Goal E, Strategy 1.

#### OTHER AGENCY INVOLVEMENT:

Basin Management Advisory Committee  
Planning Committee

#### FINANCING:

Adoption of the Memorandum of Understand has no fiscal impact on the adopted 2025-26 fiscal-year budget.

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

#### Attachments:

1. Deep Aquifers Monitoring MOU rev 2025-10-30 CLEAN DRAFT
2. Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-191

November 17, 2025

Introduced: 11/7/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Consider recommendation from the Planning Committee to recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency's Board of Directors:

Recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

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The Study included recommendations for refining existing monitoring networks to track trends, identify changes, and enhance the understanding of groundwater conditions in the Deep Aquifers which, as defined in the Study, are present within portions of the 180/400-Foot Aquifer Subbasin, the Forebay Subbasin, the Monterey Subbasin, and the Seaside Subbasin, which spans multiple groundwater management jurisdictions within the Salinas Valley Groundwater Basin.

In response to the Study recommendations related to monitoring the Deep Aquifers, the MCWRA prepared, in cooperation with other agencies, the Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin ("Monitoring Plan"). The Monitoring Plan captures, in a single document, the type and frequency of existing monitoring of the Deep Aquifers that is conducted by the MCWRA, the MCWDGSA, the Monterey Peninsula Water Management District ("MPWMD") and the Seaside Groundwater Basin Watermaster ("SGBW"). The Monitoring Plan also presents an approach for enhancing and expanding monitoring of groundwater levels, groundwater quality, and groundwater extraction in the Deep Aquifers to minimize or eliminate data gaps and improve the collective regional

understanding of conditions in the Deep Aquifers.

There are 5 groundwater management agencies spanning the Deep Aquifers. Each agency has its own governance and performs various monitoring tasks throughout the Deep Aquifers. The purpose of the Memorandum of Understanding is to generally describe each agency's respective activities, and the respective commitments to cooperate towards implementation of the Monitoring Plan, including the annual sharing of data and reevaluation of the Monitoring Plan to make adjustments, as appropriate, as new information emerges. The MOU also provides each participating agency's governing body and the public at large a non-technical explanation of the roles of each agency and the cooperation necessary to better implement the Monitoring Plan.

Monitoring, data collection, reporting, and sharing of information among agencies are essential activities that support sound and sustainable groundwater management decisions. Each agency party to the MOU relies upon the monitoring activities of other agencies to help inform groundwater management decisions within each agency's jurisdiction that affects the shared Deep Aquifers resource. In addition to the agencies who are party to the MOU, the County of Monterey is responsible for land use decisions in unincorporated areas, and its Health Department is responsible for the permitting of well construction, repairs, and destruction. Each will benefit from the Monitoring Plan and collaboration envisioned by the MOU.

#### STRATEGIC PLAN ALIGNMENT

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#### OTHER AGENCY INVOLVEMENT:

Basin Management Advisory Committee  
Planning Committee

#### FINANCING:

Adoption of the Memorandum of Understand has no fiscal impact on the adopted 2025-26 fiscal-year budget.

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

#### Attachments:

1. Deep Aquifers Monitoring MOU rev 2025-10-30 CLEAN DRAFT
2. Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin

## MEMORANDUM OF UNDERSTANDING MONITORING PLAN FOR THE DEEP AQUIFERS

This Memorandum of Understanding ("MOU") is effective upon the date executed by the last signatory hereto, by and between the MONTEREY COUNTY WATER RESOURCES AGENCY ("MCWRA"), the SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY ("SVBGSA"), the MARINA COAST WATER DISTRICT GROUNDWATER SUSTAINABILITY AGENCY ("MCWDGSA"), the SEASIDE GROUNDWATER BASIN WATERMASTER ("SGBW") and the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT ("MPWMD"), all individually referred to as an "AGENCY" and collectively referred to as "AGENCIES".

### RECITALS

The Deep Aquifers Study ("Study") was prepared by Montgomery and Associates in April 2024 for the SVBGSA and collaborative funding partners<sup>1</sup> to address crucial questions regarding the geology and hydrogeology of the Salinas Valley's Deep Aquifers and provide a scientific basis for sustainable management.

The Study defines the Deep Aquifers as the water-bearing sediments that are below a relatively continuous aquitard or area of higher clay content encountered between approximately 500 feet and 900 feet below land surface within the portions of the Salinas Valley Groundwater Basin within Monterey County. The relatively continuous high-clay aquitard, or 400/Deep Aquitard, must be below the identified 400-Foot Aquifer or its stratigraphic equivalent, and the sediments must be within the Paso Robles Formation, Purisima Formation, and/or Santa Margarita Sandstone.

As defined in the Study, the Deep Aquifers are present within portions of the 180/400-Ft. Aquifer Subbasin, the Monterey Subbasin, the Seaside Subbasin and the Forebay Subbasin, all located within the Salinas Valley Groundwater Basin.

The Study provided recommendations for the monitoring of the Deep Aquifers, and, in cooperation with the AGENCIES, MCWRA has developed a Monitoring Plan for the Deep Aquifers ("Monitoring Plan") to cover the entire Deep Aquifers extent across multiple groundwater management jurisdictions. The Monitoring Plan considers and includes monitoring activities that are already being conducted and data that is collected by the AGENCIES and will be evaluated annually to consider future actions.

Monitoring, data collection, reporting, and sharing of information among AGENCIES are essential activities that support sound and sustainable groundwater management decisions. Each AGENCY party to this MOU relies upon the monitoring activities of other AGENCIES to help inform groundwater management decisions within each AGENCY'S jurisdiction that affects the shared Deep Aquifers resource. In addition, the County of Monterey is responsible for land use decisions in unincorporated areas, and its Health Department is responsible for the permitting of well

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<sup>1</sup> The Deep Aquifers Study collaborative funding partners were SVBGSA, MCWRA, MCWDGSA, County of Monterey, Alisal Water Company, California Water Service, Castroville Community Services District, City of Salinas, and Irrigated Agriculture.

construction. Each can also benefit from the Monitoring Plan and collaboration envisioned by this MOU.

## **AGREEMENT**

### **1) Monitoring Program.**

- a) The AGENCIES agree to jointly implement the Monitoring Plan developed by MCWRA, in cooperation with the AGENCIES, by collecting and sharing data;
- b) In the Monterey Subbasin Marina-Ord Management Area and within MCWDGSA's jurisdiction, MCWDGSA will collect Deep Aquifers data and share that data with MCWRA in a readily accessible format at least annually;
- c) In the Seaside subbasin and within SGBW's jurisdiction, the SGBW will collect Deep Aquifers data and share that data with MCWRA by including it in its Seawater Intrusion Analysis Reports, which are posted to SGBW's website at least annually;
- d) In the Seaside Groundwater Basin and within MPWMD's jurisdiction, MPWMD will collect Deep Aquifers data and share that data with MCWRA in a readily accessible format at least annually;
- e) Within SVBGSA areas of jurisdiction, MCWRA will collect Deep Aquifers data as part of the Groundwater Monitoring Program;
- f) MCWRA will compile the data and make it available to the AGENCIES as requested for annual reporting or other purposes related to implementation of Groundwater Sustainability Plans or similar groundwater management activities in the adjudicated Seaside Basin.

### **2) Term.**

- a) This MOU shall go into effect upon the date executed by the last signatory hereto, and shall remain in effect until withdrawal of the second to last AGENCY, per section 4 of this MOU.
- b) Prior to the start of each water year (October 1), the AGENCIES will convene to review the efficacy of the Monitoring Plan and make recommended changes, if any, to the data collection, sharing, and/or reporting for the upcoming year, by consensus of the participating AGENCIES.

### **3) Monitoring Program Costs.**

- a) The AGENCIES will be responsible for covering the costs of data collection within their respective jurisdictions at no cost to the other AGENCIES.

### **4) Withdrawal.**

- a) Any AGENCY may withdraw from this MOU for any reason or no reason by giving written

notice of termination to the other AGENCIES at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice.

**5) Indemnification.** Each AGENCY hereby agrees to indemnify and hold harmless each and every other AGENCY party to this MOU, and their directors, officers, employees, and agents, against any claim, liability, loss, injury, or damage arising out of, or in connection with, an AGENCY'S performance of this MOU, unless such claims, liability, losses, injuries, or damages arise out of the negligence, active negligence, or willful misconduct of any AGENCY.

**6) Confidentiality.**

**7)** AGENCIES shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. AGENCIES shall not disclose any confidential records or other confidential information received from others or prepared in connection with the performance of this MOU, unless specifically permitted to disclose such records or information by law or court order. AGENCIES shall promptly notify other AGENCIES about all requests for disclosure of any such confidential records or information. AGENCIES shall not use any confidential information gained in the performance of this MOU except for the sole purpose of carrying out obligations under this MOU. **Miscellaneous Provisions.**

- a) Amendment. This MOU may be amended or modified only by an instrument in writing signed by the AGENCIES.
- b) Authority. Any individual executing this MOU on behalf of an AGENCY represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.
- c) Benefit. This MOU shall be binding upon and inure to the benefit of the AGENCIES and their respective successors, assigns and, if applicable, heirs and administrators.
- d) Counterparts. This MOU may be executed in multiple originals and by counterpart.
- e) Governing Law. This MOU shall be construed under the laws of the State of California.
- f) Headings. The headings in this MOU are for convenience of reference only and are not part of the substance hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

MCWRA

By: \_\_\_\_\_

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# Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin

October 2025

Prepared by:

Monterey County Water Resources Agency



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## Appendices

Appendix A: MCWRA Ordinance Number 5426 and Groundwater Monitoring Program Manual

Appendix B: Deep Aquifers Groundwater Elevation and Groundwater Quality Monitoring Network

## Acronyms and Abbreviations

GMP.....	Groundwater Monitoring Program
M&A .....	Montgomery & Associates
MCWDGSA .....	Marina Coast Water District Groundwater Sustainability Agency
MCWRA .....	Monterey County Water Resources Agency
MPDA .....	Monitoring Plan for the Deep Aquifers
MPWMD.....	Monterey Peninsula Water Management District
RMS .....	Representative Monitoring Site
SGBW.....	Seaside Groundwater Basin Watermaster
SGMA.....	Sustainable Groundwater Management Act
SVBGSA.....	Salinas Valley Groundwater Basin

## Acknowledgement

Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources.



## 1.0 Introduction

Groundwater is a critical resource for agricultural, domestic, industrial, and municipal uses in the Salinas Valley Groundwater Basin. As seawater intrusion has impacted the 180- and 400-Foot Aquifers in the coastal region of the Salinas Valley, landowners and water suppliers have turned to the Deep Aquifers as an alternative source for groundwater supply.

Persistently declining groundwater elevations and increasing groundwater pumping in the Deep Aquifers over the past few decades prompted a comprehensive study of the definition, geology, hydrogeology, and water budget of the Deep Aquifers, referred to as the Deep Aquifers Study, which was completed by Montgomery & Associates (“M&A”) in 2024 for the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) and collaborative funding partners (M&A, 2024).

The Deep Aquifers Study included “...recommendations for refining existing monitoring networks to track trends, identify changes, and enhance the understanding of groundwater conditions in the Deep Aquifers.” This *Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin* (“MPDA”) captures the monitoring recommendations from the Deep Aquifers Study and presents an approach for enhancing and expanding the historical network of monitoring wells and methods to improve regional understanding of the Deep Aquifers in the Salinas Valley Groundwater Basin and minimize or eliminate identified data gaps. Monitoring of groundwater elevations, groundwater extraction and injection, and groundwater chemistry and quality will be covered in the MPDA.

The MPDA was prepared by the Monterey County Water Resources Agency (“MCWRA”) for a collaborative working group of entities with water management authority in the Salinas Valley Groundwater Basin including: the County of Monterey, the Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”), MCWRA, and the SVBGSA, collectively referred to as the “Deep Aquifers Working Group”.

## 2.0 Proposed Groundwater Monitoring Program for the Deep Aquifers

Monitoring of groundwater conditions in the Deep Aquifers for resource management is conducted by MCWDGSA, MCWRA, the Monterey Peninsula Water Management District (“MPWMD”), and the Seaside Groundwater Basin Watermaster (“SGBW”), collectively referred to herein as “Monitoring Entity” or “Monitoring Entities”. The MPDA suggests that the Monitoring Entities continue their individual data collection efforts where appropriate and proposes alignment of methodologies and timing for collection and exchange of data from the Deep Aquifers.

The monitoring network described in the MPDA covers the extent of the Deep Aquifers as defined by the Deep Aquifers Study and refers to the regions of the Deep Aquifers described therein (Figure 1).

The focus of the MPDA is collection of groundwater extraction and injection, elevation, and quality data. The MPDA assumes that data management for all wells in the MPDA will be conducted by MCWRA, and that collection and reporting of data will occur by the Monitoring Entities in accordance with existing plans or agreements that have been established to meet regulatory requirements such as Groundwater Sustainability Plans.

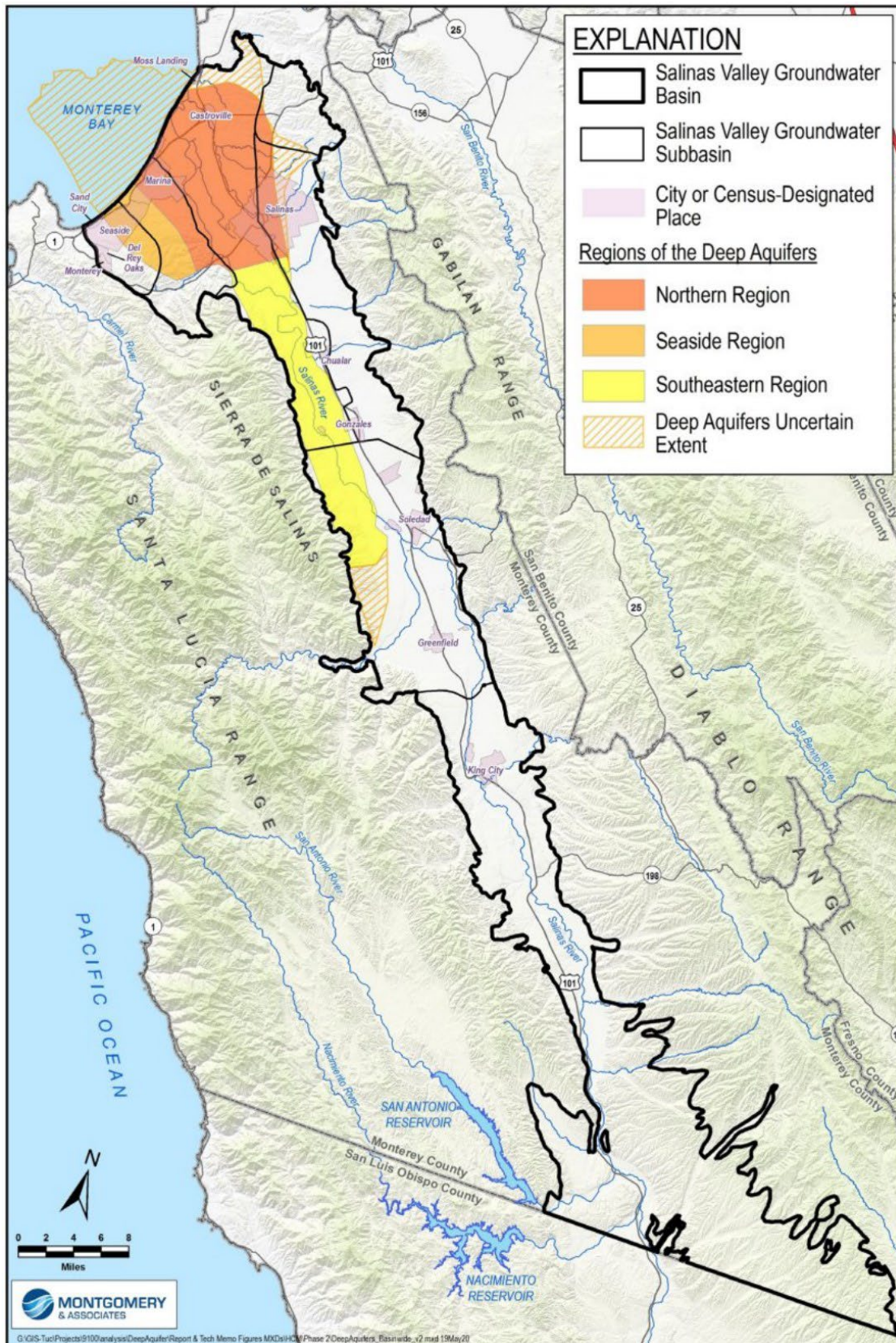


Figure 1: Extent of the Deep Aquifers in the Salinas Valley (M&A, 2024)



## 2.1 Groundwater Extraction and Injection Reporting

Groundwater extraction and injection data “provide critical information for groundwater management and interpretation of groundwater elevation and quality changes” (M&A, 2024). The MPDA proposes a two-pronged approach to monitoring of groundwater extraction and injection data:

- **For the 180/400-Foot Aquifer, Eastside Aquifer, Forebay Aquifer, Langley Area, and Monterey Subbasins:** Any well that is screened partially or fully in the Deep Aquifers and extracts more than two acre-feet per year – i.e. non-de minimis, per the Sustainable Groundwater Management Act – will report monthly totals of groundwater extraction to MCWRA on at least an annual basis, consistent with MCWRA Ordinance Number 5426, MCWRA’s Groundwater Monitoring Program (“GMP”) Manual (Appendix A), and applicable sections of Monterey County Code relating to regulation of water wells.<sup>1</sup>
- **For the Seaside Subbasin:** Any well that is screened partially or fully in the Deep Aquifers and extracts more than five-acre-feet per year – i.e. non-de minimis, per the Seaside Basin Adjudication Decision – will report monthly values of groundwater extraction and/or injection to MPWMD and/or to the SGBW at least once at the end of each Water Year; i.e., October-September period.

MCWRA will, on at least an annual basis, request the groundwater extraction and injection data reported to MPWMD and compile a singular dataset of groundwater extraction and injection for each Water Year. New wells constructed in the Deep Aquifers in any of the subbasins listed in this Section will be added to the groundwater extraction and injection monitoring program as appropriate.

## 2.2 Groundwater Elevation Monitoring

As described in the Deep Aquifers Study, groundwater elevation monitoring helps to identify “rapid change in groundwater conditions” and a comprehensive monitoring network can help to “assess changes in groundwater elevations, groundwater flow, and relationships to overlying and adjacent aquifers.”

The groundwater elevation monitoring network presented herein is comprised of three categories of wells, as suggested by the Deep Aquifers Study:

- **Representative Monitoring Sites (RMS):** intended to represent conditions in the Deep Aquifers.
- **Alternative Monitoring Sites:** wells screened solely in the Deep Aquifers that supplement RMS for the development of groundwater elevation contours.
- **Ancillary Monitoring Sites:** wells that either have a screen interval that extends above the top of the aquitard between the 400-Foot Aquifer and the Deep Aquifers or are located in adjacent aquifers outside the defined extent of the Deep Aquifers.

### 2.2.1 Groundwater Elevation Monitoring Frequency

A data point will be collected from all wells in the Deep Aquifers groundwater elevation monitoring network on at least a quarterly basis. For wells monitored quarterly, groundwater elevation data shall be collected in February, May, August, and November to capture conditions during the seasonal high, seasonal low, and

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<sup>1</sup> Wells serving less than 5 connections are assumed to be de minimis for the purposes of groundwater extraction reporting.

prior to the onset of seasonal precipitation. Wells that are monitored more frequently, such as on a continuous or monthly basis, will continue to be monitored at the existing interval.

Temporal variation in the data collection schedule may occur from time to time as the result of circumstances including, but not limited to, well accessibility, weather conditions, or staff availability. Data collected within 15 calendar days of the stated schedule will be considered acceptable for use as part of the dataset. For example, a measurement collected on March 5 would be considered valid for inclusion in a February dataset.

### 2.2.2 Groundwater Elevation Monitoring Methods

Groundwater elevation measurements can be collected using different methods and equipment. Selection of the most appropriate method may depend on the type of well, surface construction of the well, depth of the well, equipment availability, or other factors. Regardless of the selected method, each will be implemented in accordance with established standards and best practices as provided by the manufacturer and/or in published documents such as the Groundwater Technical Procedures of the U.S. Geological Survey (Cunningham and Schalk, 2011). Appendix B shows the method current used to measure each well in the Deep Aquifers Groundwater Elevation Monitoring Network.

#### 2.2.2.1 *Pressure transducer*

A pressure transducer is an instrument that is permanently installed inside the well and continuously collects water elevation data by detecting changes in the pressure exerted by the water column above it. It can be used in monitoring wells and production wells. This is the preferred method for collecting groundwater elevation data as it provides continuous data at a much higher temporal resolution, which ensures more accurate and reliable monitoring of groundwater levels over time. However, pressure transducers sometimes cannot be installed in older domestic or agricultural wells that lack the necessary infrastructure.

Wells monitored with this method will be visited quarterly by staff to download data and calibrate the instruments. Alternatively, pressure transducers can be paired with cellular or satellite telemetry equipment to allow for remote access to data. Options for deploying telemetry equipment are discussed in Section 3.

#### 2.2.2.2 *Electronic sounder*

An electronic water level meter consists of a graduated tape and a probe that is lowered into the well and emits a sound when it contacts the water surface. While this instrument is easy to use and very accurate, it only provides single-point data rather than continuous monitoring, it requires manual operation and doesn't function properly if there is oil present on the water surface, which is common in many agricultural wells.

#### 2.2.2.3 *Steel tape*

This method for measuring groundwater elevations consists of a steel graduated tape that is lowered into the well until it reaches the water surface. It's an accurate and straightforward method and is currently the only option available when collecting groundwater elevation data in wells that have very small sampling ports, presence of oil, or obstructions. However, it can be very time consuming to ensure accurate measurements with this method.

#### 2.2.2.4 *Sonic water level meter*

This instrument is used to measure water elevations in wells without having to physically lower any devices into the water. It works by emitting sound waves that travel down the well, reflect off the water surface,

and return to the meter. While it's easy to use and avoids contamination by not contacting the water, they can be less accurate than other methods. MCWRA recommends use of this method only when it has been paired for several months with measurements collected from an electronic sounder to establish accuracy and precision at a given well.

#### 2.2.2.5 Well bubbler

A well bubbler is a device that measures the depth to water inside a well by pushing compressed air through small diameter tubing that is installed in the well. Depth to groundwater is calculated based on the pressure needed to clear the tubing. The device includes recording equipment that saves collected readings, which can be recorded continuously. Well bubblers are powered by a small solar panel that is installed next to the well, so use of this method can be dependent on the footprint and accessibility of the well. Wells equipped with this technology would be visited quarterly by staff to download data, though there is also an option to pair the well bubbler with a device that can transmit data via a cellular connection to allow for remote monitoring.

### 2.2.3 Groundwater Elevation Monitoring Network

The Plan recommends a total groundwater elevation monitoring network of 78 wells, which is a combination of 76 existing or planned wells and 2 new wells that would need to be constructed to fill data gaps (Table 1 and Figure 2). Options for approaches to filling data gaps are discussed in Section 3.

**Table 1: Summary of Groundwater Elevation Monitoring Network by Region**

Deep Aquifers Region	Monitoring Network Category	Total Recommended Wells	Wells Needed to Fill Data Gaps for Recommended Total
Northern	RMS	30	1
	Alternative	15	0
	Ancillary	3	0
Seaside	RMS	21	0
	Ancillary	1	0
Southeastern	RMS	4	1
	Ancillary	2	0
Adjacent Aquifers	Ancillary	2	0
<b>TOTAL</b>		<b>78</b>	<b>2<sup>a</sup></b>

<sup>a</sup> The 2 wells needed to fill data gaps are included in the Total Recommended Wells.



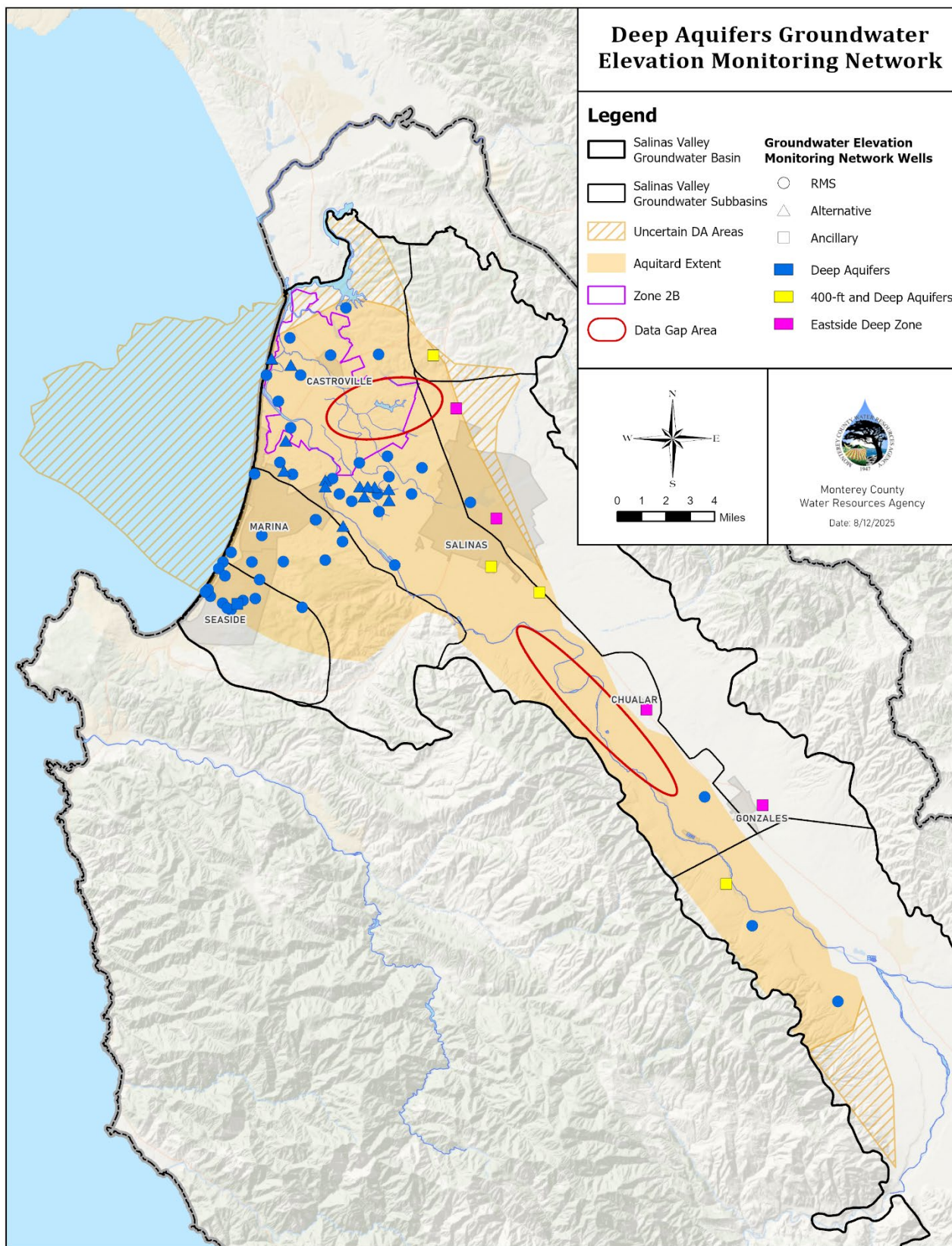


Figure 2: Deep Aquifers Groundwater Elevation Monitoring Network

## 2.3 Groundwater Quality Monitoring

Monitoring of groundwater quality in the Deep Aquifers is used to identify changes in water chemistry, track of the concentration and transport of contaminants of concern, discern any indications of seawater intrusion, and provide data to inform the depositional environment and age of groundwater (M&A, 2024).

The groundwater quality monitoring network proposed in the MPDA expands upon the historical network of wells, which were located in only the Northern and Seaside regions of the Deep Aquifers.

### 2.3.1 Groundwater Quality Monitoring Frequency and Constituents

Wells included in the groundwater quality monitoring network will be sampled at least annually. Wells located in the Seaside Subbasin and portions of the Monterey Subbasin are sampled at least once per year by MPWMD; this practice will continue under the MPDA. All other wells will be sampled by MCWRA, with samples collected annually in June and August to produce an average annual data point for each of the following analytes: calcium, chloride, conductivity, magnesium nitrate, pH, potassium, sulfate, sodium, total alkalinity, and total dissolved solids. All samples will be analyzed at a laboratory that possesses an Environmental Laboratory Accreditation Program certification from the State Water Resources Control Board.

Any new well that is added to the groundwater elevation monitoring network will be sampled once, within 6 months of completion of the well's construction, to establish baseline water quality conditions at the site. If the newly sampled well does not exceed Title 22 standards (for a drinking water well) or Irrigated Lands Regulatory Program standards (for an agricultural well) it will be re-sampled every five years. If any notable changes are observed, the well will be sampled annually.

If feasible, induction logging will be conducted annually at any Deep Aquifers well within the seawater intruded area<sup>2</sup> from which a groundwater quality sample cannot be collected for laboratory analysis.

Except within the Seaside Subbasin, samples will be collected for stable isotope analysis from all Deep Aquifers wells in the RMS monitoring network category during Year 1 and Year 3 of implementing the MPDA.<sup>3</sup> Thereafter, samples for stable isotope analysis will be collected every 5 years.

On a separate timeline, a sample will be collected to establish an isotopic baseline from any new monitoring well installed in the Deep Aquifers within 12 months following construction of the well.

### 2.3.2 Groundwater Quality Monitoring Methods

All groundwater quality samples collected by MCWRA will be consistent with established Standard Operating Procedures and/or an approved Quality Assurance Project Plan.

Groundwater quality samples from Deep Aquifers production wells will be collected using the pump equipment installed on the well. Samples will be collected from a location prior to any fertigation ports and will be collected after a minimum of three casing volumes have been cleared from the well.

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<sup>2</sup> In this application, "seawater intruded area" means any known area of seawater intrusion as defined by MCWRA or other applicable water management agency within the extent of the Deep Aquifers based on best available data.

<sup>3</sup> The first Water Year following execution of an agreement between the Monitoring Entities will be considered "Year 1" as it is utilized in this instance.

Monitoring wells or other wells that do not have permanent pump equipment installed will be sampled using a low-flow sampling methodology that employs a portable bladder pump with dedicated tubing for each well and sampling heads with push-to-connect fittings. A Monitoring Entity may elect to utilize a third-party contractor to collect groundwater quality samples from a monitoring well, so long as the methodology ensures a representative sample of aquifer water collected in a manner that is consistent with, or more robust than, the QAPP for the MPDA.

### 2.3.3 Groundwater Quality Monitoring Network

As proposed in the Deep Aquifers Study, the MPDA includes 61 wells in the groundwater quality monitoring network (Figure 3). Select wells screened in the Eastside Aquifer Deep Zone have been included in the Ancillary category, due to a lack of Deep Aquifers wells in the area (M&A, 2024). The network of 61 wells is comprised of 59 existing wells and 2 wells that are recommended for installation to fill data gaps.

Any new production well that is part of the groundwater elevation monitoring network will be considered for potential addition to the groundwater quality monitoring network.



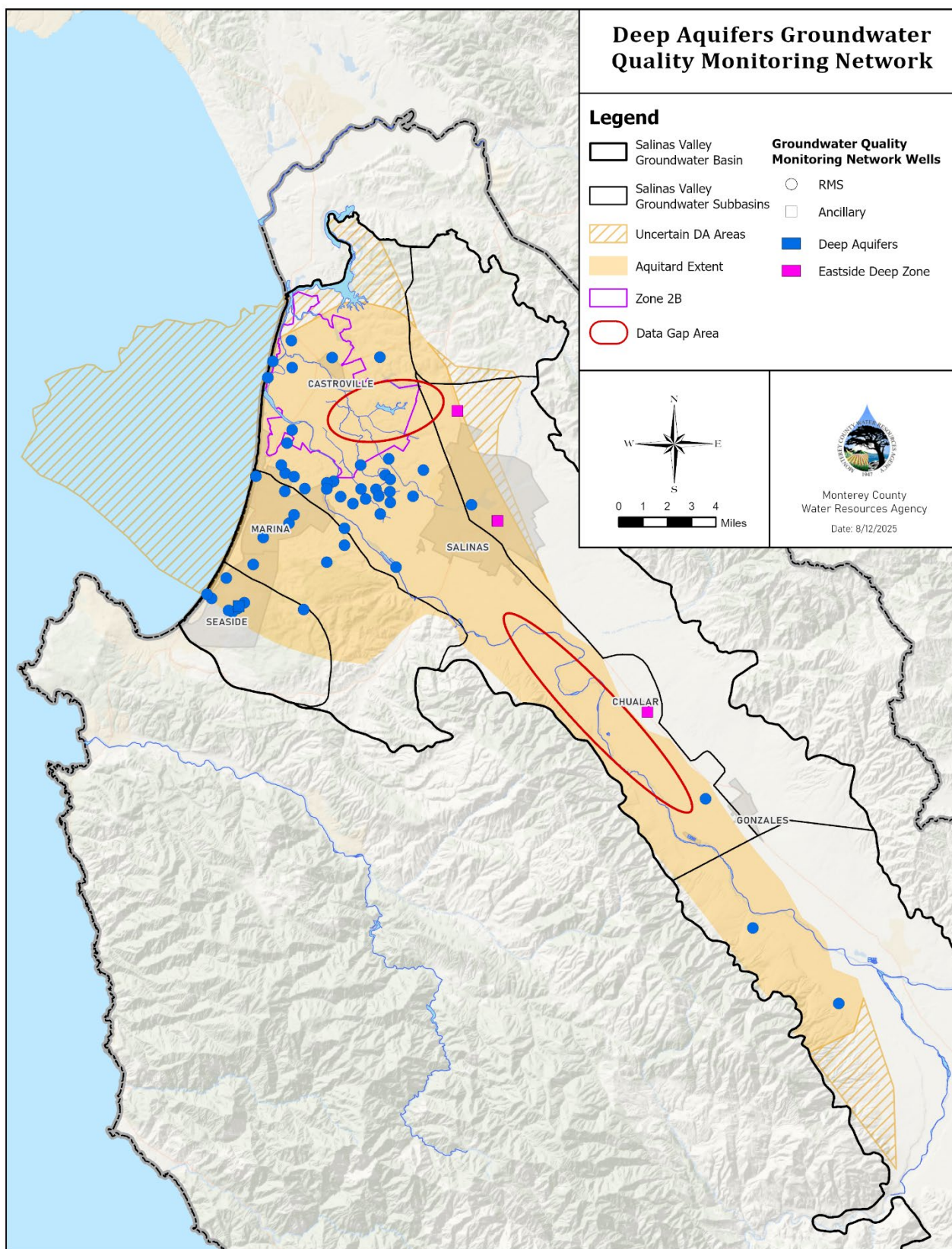


Figure 3: Deep Aquifers Groundwater Quality Monitoring Network

## 3.0 Implementation and Data Gaps

Full implementation of the MPDA may involve some changes and additions to the historical Deep Aquifers monitoring programs that were conducted by MCWD, MCWRA, MPWMD, and the SGBW. Some changes, such as monitoring well installation, are required in order to achieve the purposes of the MPDA. Other changes, such as automation of data collection or use of different sampling methodologies, may help to streamline data collection and processing efforts.

### 3.1 Groundwater Elevation Monitoring – Filling Data Gaps

At least 2 new monitoring wells should be constructed to fill data gaps that have been identified in the historical monitoring networks (Figures 2 and 3). Each data gap should be filled by 1 monitoring well screened in the Deep Aquifers. A schedule, approach, and funding for installing additional monitoring wells will be developed between the Monitoring Entities and are outside the scope of this document.

### 3.2 Groundwater Elevation Monitoring – Data Collection

Where feasible, all dedicated monitoring wells will be equipped with pressure transducers for continuous collection of groundwater elevation data. Telemetry may be deployed at selected wells as deemed appropriate based on the well location and available funding. Sites will be visited quarterly by the Monitoring Entity to download data if a well is not equipped with telemetry, and to collect a manual groundwater level measurement to verify calibration of the pressure transducer.

Manual data collection will occur at least quarterly at all production wells in the groundwater elevation monitoring network.

In cases where the owner of a production well has installed continuous monitoring equipment of their own, the Monitoring Entity may attempt to coordinate with the well owner to access that data. The data may be utilized if the Monitoring Entity can determine that the collection methodology meets all established quality assurance and quality control measures that apply to other wells and data collection equipment in the MPDA.

Groundwater elevation monitoring will be added for new monitoring wells as they are constructed.

### 3.3 Groundwater Quality Monitoring – Data Collection

Prior to construction of the new monitoring wells discussed in Section 3.1, sampling will continue as described in Section 2.3 for existing wells. Groundwater quality monitoring as described in the MPDA will be added for new monitoring wells as they are constructed.

## 4.0 Assessment of the Monitoring Networks

On an annual basis, the groundwater monitoring networks in the MPDA will be evaluated by MCWRA to identify any wells that may need to be replaced due to inaccessibility, problematic measurements, or other factors. Should wells be identified as needing replacement, MCWRA will notify other cooperating agencies in writing of the determination and potential impacts to the groundwater monitoring network and seek consensus on a resolution to any updates.

As new wells are added to the groundwater monitoring networks, or other changes occur, MCWRA will update the Monitoring Entities and this MPDA document accordingly.

## 5.0 References

Cunningham, W.L., and Schalk, C.W., comps., 2011, Groundwater technical procedures of the U.S. Geological Survey: U.S. Geological Survey Techniques and Methods 1-A1, 151 p.

Montgomery & Associates, 2024, Final Report – Deep Aquifers Study.

## **APPENDIX A**

### **MCWRA ORDINANCE NO. 5426 AND GROUNDWATER MONITORING PROGRAM MANUAL**

## **ORDINANCE NO. 5426**

### **AN ORDINANCE OF THE MONTEREY COUNTY WATER RESOURCES AGENCY TO REPEAL ORDINANCE NUMBERS 3660, 3717, AND 3718, AND ADOPT WELL REGISTRATION AND GROUNDWATER REPORTING REQUIREMENTS**

#### **County Counsel Summary**

*This Ordinance repeals Ordinance Numbers 3660, 3717, and 3718, which established Monterey County Water Resources Agency's ("Agency") well registration and extraction reporting regulations for certain areas of the Salinas Valley. This Ordinance adopts updated Agency regulations to require well owners and operators within Monterey County to register wells with the Agency, and periodically report well extraction data if further action is taken by the Agency Board of Supervisors by resolution. This Ordinance also affirms certain Agency requirements for groundwater level and quality monitoring. This Ordinance allows the Agency to enter into groundwater management support service agreements to provide groundwater monitoring and data reporting with requesting entities. The Ordinance also provides for Agency collection of a regulatory fee to be set by resolution of the Agency Board of Supervisors. Lastly, the Ordinance provides for a variance process, and establishes penalties for violations.*

The Board of Supervisors of the Monterey County Water Resources Agency ordains as follows:

#### **SECTION 1. Findings and purpose.**

A. Pursuant to authority granted to it by the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52, on January 26, 1993, the Board of Supervisors ("Board") of the Monterey County Water Resources Agency ("Agency") adopted Ordinance Number 3660, which enacted new registration provisions for groundwater extraction facilities with a discharge pipe having an inside diameter of at least three inches in Agency Zones 2, 2A, and 2B.

B. On February 2, 1993, the Agency Board adopted Ordinance Number 3663, which enacted groundwater extraction reporting requirements in Agency Zones 2, 2A and 2B in the Salinas Valley Groundwater Basin, commonly known as the Groundwater Extraction Management System ("GEMS").

C. On July 27, 1993, the Agency Board adopted Ordinance Number 3696, which amended portions of Ordinance Number 3663 to advance the time by which flow meters must be installed in certain areas.

D. On October 5, 1993, the Agency Board adopted Ordinance Numbers 3717 and 3718, repealing Ordinance Numbers 3663 and 3696, but reestablishing GEMS requirements in Agency Zones 2, 2A, 2B which encompass a portion of the Salinas Valley Groundwater Basin.



E. Since 1993, the Agency has been collecting GEMS data subject to the provisions of Ordinance Numbers 3717 and 3718; subject to a 1995 settlement agreement with the Salinas Valley Water Coalition, Ralph Riva, James Gianolini, and Roger Moitoso concerning Ordinance No. 3717; and the Agency has consistently produced annual reports thereafter, including ordinance mandated agricultural and urban water conservation plan reports.

F. In addition to GEMS data, the Agency collects groundwater level and groundwater quality data to monitor changes in seawater intrusion and the status of groundwater basins generally.

G. In the fall of 2014, the California State Legislature adopted, and the Governor signed into law, three bills commonly known as the Sustainable Groundwater Management Act (“SGMA”) generally set forth in Water Code section 10720 *et seq.*

H. SGMA was signed into law mandating the sustainability of groundwater basins throughout the state by at least 2040 for “high priority basins in a critical state of overdraft”, and 2042 for “high priority” and “medium priority” basins, as determined by the California Department of Water Resources (“DWR”).

I. SGMA assigns responsibility to the DWR for regulatory oversight through the evaluation and assessment of groundwater sustainability plans (“GSPs”), and the provision of ongoing assistance to local agencies through the development of best management practices, guidance, planning assistance, technical assistance, and financial assistance.

J. SGMA provides for the formation of local groundwater sustainability agencies (“GSAs”) to formulate and implement GSPs throughout the state, in lieu of county or state control.

K. DWR has identified five groundwater basins, and six subbasins, in Monterey County. There are six GSAs in Monterey County, all dependent upon groundwater data to inform, develop, implement, update, and demonstrate to the DWR progress of their GSPs towards maintaining or achieving sustainability, that may want to engage and leverage the existing institutional knowledge, data collection and reporting expertise of the Agency.

L. The Agency Board hereby adopts this Ordinance to define the Agency’s roles and responsibilities with regard to the monitoring and reporting of groundwater status in Monterey County, including groundwater levels and quality; to require well registration and extraction quantity reporting for its own purposes, and at the request of other entities with groundwater management responsibilities; to establish a regulatory fee to support implementation of this Ordinance; and to promote improved service to stakeholders dependent upon Monterey County’s groundwater resources.

M. The Agency’s groundwater level monitoring provides indicators of seasonal and long-term changes in groundwater levels, the amount of groundwater in storage, geographic and hydrogeologic distribution of groundwater recharge, and direction of groundwater flow throughout the applicable basin. Specific to the Salinas Valley Groundwater Basin (“SVGB”), groundwater level monitoring can assist the Agency in understanding how different areas of the SVGB interact

with the surface water system, which can inform operational decisions for Nacimiento and San Antonio Reservoirs.

N. The California State Water Resources Control Board maintains the Electronic Water Rights Information System (eWRIMS) to track water rights in the state, to which some Wells in the County and subject to this Ordinance may be required to report. eWRIMS contains information on water right permits and licenses issued by the State Water Board and other claimed water rights. eWRIMS is also a module of the State Water Board's California Integrated Water Quality System (CIWQS) program.

O. The Agency's groundwater quality monitoring program in the coastal region allows the Agency to monitor temporal and geographic changes in the extent of seawater intrusion in the SVGB. This data informs decisions related to operation of Agency projects (e.g., Castroville Seawater Intrusion Project, Salinas River Diversion Facility); it also has a supporting role in land use management and permitting decisions that the Agency may advise other County of Monterey departments on, such as implementation of County General Plan policies and recommendations about well permitting to the Health Department.

P. This Ordinance is entitled to a categorical exemption of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations section 15306, which exempts: "basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." This Ordinance will allow for continued and new groundwater extraction data reporting to aid the Agency and other entities engaged in the management and scientific investigation of groundwater resources within Monterey County and to aid in the evaluation of groundwater basin sustainability. Specifically, the groundwater extraction data will provide information concerning groundwater level, usage, and quality. If any projects stem from the use of this data, such project will appropriately be evaluated under CEQA. Further, none of the exceptions listed in 14 California Code of Regulations 15300.2 apply to this project. There is no reasonable possibility that the activities stemming from this Ordinance will have a significant effect on the environment due to unusual circumstances.

## **SECTION 2. Authority.**

A. The Agency's enabling legislation is located at California Water Code, Appendix Chapter 52, and the Agency's authority and jurisdiction derive from this legislation.

B. The Agency has jurisdiction over matters pertaining to water within the entire area of Monterey County, including both incorporated and unincorporated areas. The Agency has authority to carry on technical and other necessary investigations, make measurements, collect data, make analyses, studies, and inspections pertaining to water supply. For those purposes, the Agency has the right of access through its authorized representatives to all properties within the Agency and may enter upon those lands and make examinations, surveys, and maps thereof.

C. The Agency Board of Supervisors may adopt, by ordinance, reasonable procedures, rules, and regulations to implement the Agency Act, and may specify that a violation of an ordinance is an infraction. The Agency Board further has power to perform all other acts necessary or proper, including, as allowed by law, establishing fees, taxes, or assessments to be levied and collected, to accomplish the purposes of the Agency Act.

### **SECTION 3. Repeal.**

The Board of Supervisors of the Monterey County Water Resources Agency hereby repeals Ordinance Numbers 3660, 3717, and 3718, which enacted similar but not identical provisions, and adopts this Ordinance as fully described herein.

### **SECTION 4. Definitions.**

A. "Abandoned well" means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.

B. "Agency" means the Monterey County Water Resources Agency.

C. "Agency Act" means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).

D. "Board" means the Board of Supervisors of the Monterey County Water Resources Agency.

E. "County" means the County of Monterey.

F. "Electronic Water Rights Information System" or "eWRIMS" means the California State Water Resources Control Board's system to track water rights in the state and also a module of the State Water Board's California Integrated Water Quality System program.

G. "Monterey County" means the geographical area of Monterey County.

H. "Requesting Entity" means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).

I. "Water Year" means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.

J. "Well" means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. "Well" includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this ordinance, "well" does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells;

(2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.

K. "Well Operator" means a person or entity authorized by a Well Owner to operate a Well.

L. "Well Owner" means a landowner or landowners that own a Well.

#### **SECTION 5. Provision of Services.**

Upon mutual written agreement between the Agency and any Requesting Entity, the Agency may provide groundwater monitoring, data reporting, and groundwater management support services to the Requesting Entity. Such action shall be taken by Board approval.

#### **SECTION 6. Well Registration.**

A. All permits, which are required to construct, repair, reconstruct, or destroy a Well in Monterey County, are issued by the County pursuant to Monterey County Code Chapter 15.08. The Agency collaborates with the County during the application review process for many, but not all Wells, and will rely upon information provided to the County to fulfill this Ordinance's registration requirements, to the extent practicable, as determined solely by the Agency.

B. The Agency may, for its own purposes, require registration of Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken through a Board resolution.

C. The Agency may require registration of Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to an executed agreement between the Agency and Requesting Entity. Such action shall be taken through a Board resolution.

D. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, unless the Well is first registered with the Agency.

E. A Well Owner or Well Operator must properly register their Well(s) within 30 days of completed construction or upon a request by the Agency to do so, in a manner prescribed by the Agency, with such request being acceptably transmitted through direct written correspondence by United States Mail or other electronic means to the Well Owner or Well Operator.

F. The Agency may periodically require Well Owners or Well Operators to update registration information. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, if the requested information has not been properly and timely provided to the Agency. Further, Well Owners or Well Operators shall provide updated Well registration information to the Agency within 30 days of a change in Well Owner or contact information for an existing Well Owner, or of a change in

Well Operator or contact information for an existing Well Operator, or upon completion of a change to the physical structure of the Well.

G. Upon proper completion of registration, the Agency will issue a certificate of registration to the Well Owner and the Well Operator, if applicable.

H. For all Abandoned Wells, the Well Owner or Well Operator shall report such abandonment to the Agency within 30 days of abandonment. The report shall indicate the steps taken to comply with all legal requirements regarding such abandonment.

#### **SECTION 7. Groundwater Extraction Reporting.**

A. The Agency may, for its own purposes, require reporting of groundwater extraction quantities from Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken by Board approval.

B. The Agency may require reporting of groundwater extraction quantities within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. Every Well Owner or Well Operator reporting groundwater extraction quantities within Monterey County to the State Water Resources Control Board's eWRIMS shall report that same information to the Agency for the purpose of implementing this Ordinance.

D. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring the extraction of groundwater. Every Well Owner or Well Operator required to report groundwater extractions for the purposes of implementing this Ordinance shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

E. Every Well Owner or Well Operator reporting groundwater extraction quantities within Monterey County to the State Water Resources Control Board's eWRIMS shall comply with the State Water Board's "Measurement and Reporting Manual", as may be amended. Those relying upon a State Board approved "Alternative Compliance Plan" shall submit such plan to the Agency for review and acceptance, which shall not be unreasonably withheld.

F. Every Well Owner or Well Operator subject to reporting is required to keep records tallying the total monthly extraction of groundwater, per Well, and to report those extractions in a manner prescribed by the Agency on behalf of the Requesting Entity or the Agency. The annual reporting period shall be the Water Year.

G. Every Well Owner or Well Operator required to report groundwater extractions must do so no later than November 1, following each Water Year, in a manner prescribed by the Agency. Any Well Owner or Well Operator may report more frequently for convenience or if

required by Agency Board resolution. In addition, the report shall include any information necessary to keep Well registration information current.

H. Every Well Owner or Well Operator required to report groundwater extractions must exercise due diligence to maintain and promptly repair all approved measuring equipment. In the event of a measuring method failure, the Well Owner or Well Operator shall notify the Agency in writing, within two weeks of discovery, to report the failure, propose a repair plan, and to determine if utilization of one of the alternate methods of measurement authorized by Agency policy is practicable if restoration of the primary measuring method cannot be achieved within an agreeable timeframe. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring failure within two months. The Agency may calculate an unmeasured extraction value by averaging usage from the month before and after to fill a data gap, or by averaging historical usage over the same period, if available, unless otherwise mutually agreed. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to impose an alternative measurement method will be billed to the Well Owner.

I. The Agency may, from time to time, test the accuracy of extraction measuring methods approved for Wells subject to this Ordinance, to ensure that measuring methods and equipment remain operational and in conformity with acceptable standards, as defined by the Agency. The Agency may, for its own purposes or on behalf of a Requesting Entity, develop policies and procedures through Board resolution, which may include random sampling, to ensure consistent and equitable measurement of extractions. If a measuring method is determined to be inaccurate, the Agency shall immediately notify the Well Owner or Well Operator in writing to determine if utilization of one of the alternate methods of measurement authorized by the Agency is practicable, if proper calibration of the primary measuring method cannot be achieved within one week. The cost to correct the calibration a measuring method shall be borne by the Well Owner or Well Operator. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring inaccuracy within two weeks. The Agency may recalculate an extraction value based upon the measured discrepancy and revise Well extraction data up to the beginning of the then current Water Year. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to correct an inaccuracy or impose an alternative measurement method will be billed to the Well Owner.

J. Extraction data obtained through this Ordinance shall be used only for purposes consistent with the authorities of the Agency. Access and distribution of personally identifiable information will be restricted to the fullest extent allowed by law, including but not limited to California Government Code section 6250 *et seq.*, Civil Code section 3426 *et seq.*, and Water Code section 13751 *et seq.*

#### **SECTION 8. Groundwater Level and Quality Monitoring and Reporting.**

A. The Agency may, for its own purposes, collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County for the purposes of implementing this Ordinance.

B. The Agency may collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring groundwater level and quality. If applicable, every Well Owner or Well Operator required to report groundwater level or groundwater quality data shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

#### **SECTION 9. Variance.**

A. Any Well Owner or Well Operator may, at any time, apply in writing for a variance from the strict application of this Ordinance and applicable Board resolutions. The application for the variance shall be filed with the Agency, on a form prescribed by the Agency. The Agency General Manager may dispense with the requirement of a written application upon finding that an emergency condition requires immediate action on the variance request.

B. The Agency General Manager may grant a variance to the terms of this Ordinance and applicable Board resolutions upon finding that the strict application of this Ordinance and applicable Board resolutions would create an undue hardship, or that an emergency condition requires that the variance be granted.

C. In granting a variance, the Agency General Manager may impose time limits and any other conditions in order to ensure that the variance is consistent with this Ordinance and applicable Board resolutions. The variance, and all time limits and other conditions attached to the variance, shall be set forth in writing, and a copy of the written variance shall be provided to the Well Owner or Well Operator. The decision of the Agency General Manager may be appealed to the Board pursuant to Subsection D of this Section.

D. Any Well Owner or Well Operator whose variance has been denied, or granted conditionally, may appeal to the Board, in writing, within fifteen calendar days after any such denial or conditional granting. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least 14 calendar days prior to the hearing. After such hearing, the Board may wholly or partly, maintain, reverse, or modify the order or determination that is subject of the appeal.

E. No Well Owner or Well Operator shall operate or maintain a Well for which a variance has been granted hereunder, or use water therefrom, in violation of any of the terms or conditions of the variance.

## **SECTION 10. Recovery of Regulatory Program Costs.**

For the purposes of implementing this Ordinance, the Agency may allocate and recover costs associated with the development, implementation, enforcement, and perpetuation of a regulatory groundwater monitoring program on a per-Well basis, not based on extraction data, within Monterey County. Such regulatory fees shall be as established by a resolution of the Board.

## **SECTION 11. Enforcement and Penalties.**

A. No Well Owner or Well Operator shall operate or maintain a Well, or use water therefrom, in violation of this Ordinance or any resolution adopted in accordance with this Ordinance.

B. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction.

C. Any violation which occurs or continues to occur from one day to the next shall be deemed a separate violation for each day during which such violation occurs or continues to occur.

D. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction and shall be assessed: (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of this Ordinance within one year of the first violation; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of this Ordinance within one year of the first violation.

E. Any violation of this Ordinance or any resolution adopted in accordance with this Ordinance is hereby declared to be a public nuisance. The Agency may commence civil proceedings to abate such nuisance and seek civil penalties which may be imposed by a court against persons found by the court to have committed the nuisance.

F. Any Well Owner or Well Operator who violates this Ordinance or any resolution adopted in accordance with this Ordinance shall be liable for the cost of enforcement, which shall include, but need not be limited to, the cost of investigation, court costs, attorney's fees, and the cost of monitoring future compliance.

G. The Agency's General Manager is authorized and empowered to enforce the provisions of this Ordinance or any resolution adopted in accordance with this Ordinance. The Agency's General Manager shall first send written notice of a failure to comply by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. If such notice to comply is not cured within 15 calendar days, the Agency's General Manager shall send written notice of a violation by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. Service by mail shall be deemed to have been completed at the time of deposit in the United States Post Office.



H. Any Well Owner or Well Operator who has received notice of violation may appeal to the Board, in writing, within fifteen calendar days after service of the notice of violation. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least 14 calendar days prior to the hearing. After such hearing, the Board may, wholly or partly, maintain, reverse, or modify the notice of violation.

**SECTION 12. Severability.**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Agency Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

**SECTION 13. Effective Date.**

This ordinance shall become effective on the thirty-first day following its adoption.

**PASSED AND ADOPTED** on this 1<sup>st</sup> day of October 2024 by the following vote:

AYES       Supervisors Church, Lopez, Root Askew, and Adams  
NOES       None  
ABSENT    Supervisor Alejo  
ASTAIN    None  
Motion Passed 4 to 0



Glenn Church, Chair  
Monterey County Board of Supervisors

ATTEST:

VALERIE RALPH  
Clerk of the Board of Supervisors

By:   
Deputy Emmanuel H. Santos

APPROVED AS TO FORM



Kelly L. Donlon  
Assistant County Counsel

# Monterey County Water Resources Agency's Groundwater Monitoring Program Manual

October 1, 2024

## Section 1 Introduction

This Groundwater Monitoring Program Manual (“Manual”) is a supplement to Monterey County Water Resources Agency (“Agency”) Ordinance No. 5426. The purpose of the Manual is to establish guidelines for the types of data collected, the schedule and time frames for data submittals, the applicability of certain programs based on geography or water user type, and methods and equipment for data collection.

The Manual also establishes the guidelines for data that is requested from the Agency by external entities, in accordance with Ordinance No. 5426 and outlines requirements associated with those requests. The Manual is reviewed regularly and may be updated as the Agency’s or external entity’s needs evolve.

Four Agency groundwater monitoring programs are covered by the Manual: Well Registration, Groundwater Extraction Monitoring, Groundwater Level Monitoring, and Groundwater Quality Monitoring.

## Section 2 Definitions

1. Abandoned well – means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.
2. Accuracy – means the measured value relative to the actual value, expressed as a percentage and calculated as:  $\text{Accuracy} = 100\% * (\text{Measured Value} - \text{Actual Value}) / \text{Actual Value}$ .
3. Actual Value – means the value as determined through laboratory, design, or field-testing protocols.
4. Agency – means the Monterey County Water Resources Agency.
5. Agency Act – means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).
6. Board – means the Board of Supervisors of the Monterey County Water Resources Agency.

7. County – means the County of Monterey.
8. De minimis extractor – means a person who extracts, for domestic purposes, two acre-feet or less per year (California Water Code section 10721(e)).
9. Human consumption – means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.
10. Inactive or standby well – means a well not routinely operating but capable of being made operable with a minimum effort.
11. Local Small Water System – means a system for the provision of piped water for human consumption that serves at least two, but not more than four, service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system. “Local small water system” does not include two or more service connections on a single lot of record where none of the dwellings are leased, rented, or offered for remuneration.
12. Measured Value – means the value indicated by a Measuring Device or determined through calculations using other measured values.
13. Measuring Device – means any device capable of recording the date, time, and a numeric value of either water flow rate, water velocity, water elevation, or volume of water diverted.
14. Monterey County – means the geographical area of Monterey County.
15. Qualified Individual – means any person meeting the criteria specified in the Manual who can perform the required tasks for using and installing a Measuring Device.
16. Reference Point – means the fixed location from which a groundwater level measurement is collected at a well and the elevation of that fixed location.
17. Requesting Entity – means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).
18. Service connection – means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

19. **Small Public Water System** – means a system for the provision of piped water to the public for human consumption that has at least fifteen but not more than one hundred ninety-nine service connections or regularly serves at least twenty-five individuals at least sixty days out of the year. A small public water system includes “community water system” and “noncommunity water system” as defined in Section 116275(i) and (j), respectively, of the California Health and Safety Code, and “non-transient noncommunity water system” as defined in Section 116275(k) of the California Health and Safety Code, and a “transient-noncommunity water system” as defined in California Health and Safety Code Section 116275(o), as these sections may be amended from time to time.
20. **State Small Water System** – means a system for the provision of piped water to the public for human consumption that serves at least five, but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.
21. **Water Year** – means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.
22. **Well** – means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. “Well” includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this Manual, “well” does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; (2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.
23. **Well Operator** – means a person or entity authorized by a Well Owner to operate a Well.
24. **Well Owner** – means a landowner or landowners that own a Well.

## Section 3 Well Registration Program

### 3.1 Geographic Extent

The Well Registration Program applies to all wells located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

### 3.2 General Requirements

Well registration must be completed by submitting the required data to the Agency using the well registration portal available at *[insert link when available]*. Information about and assistance with completing well registration are available at *[insert URL when available]* or by contacting the Agency at 831-755-4860. Wells that are currently registered with the Agency and which meet the data requirements in Section 3.3 will not have to re-register but the Well Owner may be asked to verify the well registration data on file with the Agency and provide updates as applicable.

### 3.3 Data Requirements

The following data must be submitted to the Agency when a well is initially registered and must be updated by contacting the Agency when any changes occur.

1. Well owner name, address, phone number, and email address.
2. Well operator name, address, phone number, and email address.
3. Name of Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
4. Number of connections to Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
5. Geographic coordinates of the well location collected via GPS, with accuracy within 20 feet. Note that GPS-enabled smartphones are typically accurate to within a 16-foot radius under open sky ([www.gps.gov](http://www.gps.gov)).
6. Scaled map showing the well location and the area served water from the well, with relevant geographic features and landmarks labeled (e.g., roads, intersections).
7. Well name (owner-given well identification).
8. Well construction details including all the following information:
  - a. Date of construction
  - b. Drilling method
  - c. Total well depth
  - d. Perforation/screen interval(s)
  - e. Annular seal depth
  - f. Casing diameter
  - g. Casing material
  - h. Depth of pump
  - i. Pump motor horsepower
  - j. Discharge pipe diameter
9. Use category(ies) for which water from the well will be used (e.g., domestic, municipal, agriculture).
10. Status of the well (active, inactive or standby, or abandoned).
  - a. A well owner may demonstrate the inactive or standby status of a well by actions including, but not limited to, keeping the well structure in good condition; preventing the accumulation of vegetative growth or debris at the well and in adjacent areas; and retaining equipment and infrastructure necessary for operation of the well, such as pumps, piping, or a power source for operating the well.
11. Number of existing and anticipated service connections.

12. Description of water quantity measuring device(s) on the well.
13. Description of each water quantity measuring device on all service connections receiving water from the facility.
14. Electrical meter service numbers and plant numbers for each well having such a number.
15. Copy of the Well Completion Report.
16. Copy of the County of Monterey well construction permit that was issued for the well, and any other related County well permits.
17. Copy of any borehole geophysical logs collected during the well drilling.
18. Copy of any pump testing data obtained during well drilling and development.

## Section 4 Groundwater Extraction Monitoring Program

### 4.1 Geographic Extent

The Groundwater Extraction Monitoring Program applies to non-*de minimis* extractors located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

### 4.2 General Requirements

1. Groundwater extraction data are required from all non-*de minimis* users i.e., wells pumping more than 2 acre-feet per year (AF/yr.) for domestic use.
2. Groundwater extraction data must be collected on a monthly basis for each Water Year (i.e., October 1 through September 30).
3. Monthly totals of groundwater extracted must be reported to the Agency no later than November 1 for the prior Water Year.
4. Data that are reported to the State Water Resources Control Board Electronic Water Rights Management System (eWRIMS) must also be reported to the Agency and be identified as being reported to both entities.
5. Any Measuring Device required by this Manual must be purchased, installed, and maintained by the well owner or operator.

### 4.3 Data Collecting and Reporting

1. Well owners or operators must collect and maintain monthly records of groundwater extraction volumes and cumulative totals including:
  - a. Quantity of water produced by each well.
  - b. Quantity of water produced for each use type.
2. Annual reporting submitted to the Agency must specify the type of approved Measuring Device that was used to collect data at each well. Currently approved Measuring Devices include all of the following: flow meter, electrical meter, or hour meter. Additional types of Measuring Devices or equipment may be considered and approved for use in the future. When new Measuring Devices are approved by the Agency as described in Ordinance

5426, Well Owners or Well Operators of Wells currently registered with and reporting extractions to the Agency using a currently approved Measuring Device as described in this Manual or “Alternative Compliance Plan” will not have to re-request approval from the Agency to continue using a currently approved Measuring Device or “Alternative Compliance Plan”.

a. Annual reporting occurs online through an application maintained by the Agency at [https://apps.co.monterey.ca.us/wra\\_gems/](https://apps.co.monterey.ca.us/wra_gems/).

b. Information about how to use the application is available at <https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems>.

3. Well owners or operators using the flow meter method must abide by the following:

a. Flow meters must be tested every five years by a Qualified Individual and calibrated to comply with applicable Agency specifications in (b) and (c) below. Upon completion of the test, a copy of the test report including the flowmeter reading must be submitted to the Agency.

i. A Qualified Individual may be any of the following:

I. Anyone trained and experienced in water measurements and reporting.

II. A California-registered Professional Engineer or a person under their supervision.

III. A California-licensed contractor for C-57 well drilling or C-61/D-21 Limited Specialty: Machinery and Pumps.

IV. Any individual who has completed a class on measurement devices and methods offered through the University of California Cooperative Extension.

V. Hydrologist or Professional Engineer experienced and trained in water measurement.

b. Flow meters must be installed per manufacturer instructions.

c. Flow meters must come from the manufacturer with a provable accuracy of +/- 2%. The Measured Value must read within +/- 10% at all times after installation.

d. Reported data must include monthly readings from the flow meter and associated meter number.

4. Well owners or operators using the electrical meter method must abide by all of the following:

a. Quantities of water must be reported based on calculations using accurate electrical bills, data from pump efficiency tests, and formulas that are approved by the Agency.



- b. Electrical bills must be based on electrical meters on the well. The well's use of electricity must be the only electrical use measured by the electrical meter.
  - c. Reported data must show the kilowatt hours used each month by each well.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the electrical meter reading on the date of the test. The pump efficiency test report must be submitted to the Agency no later than October 31 of the year in which it was conducted.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.
5. Well owners or operators using the hour meter method must abide by all of the following:
- a. Quantities of water must be reported based on calculations using readings from hour meters, discharge rates from pump efficiency tests, and formulas approved by the Agency.
  - b. Hour meters must be accurate to within 2% of correct time.
  - c. Information showing the total number of hours each facility was operated in each month must be submitted to the Agency.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the hour meter reading on the date of the test and discharge rates determined pursuant to the test.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.

## Section 5 Groundwater Level Monitoring Program

### 5.1 Geographic Extent

The Agency monitors groundwater levels throughout Monterey County, primarily within the Salinas Valley Groundwater Basin, but also in areas of Lockwood Valley (Attachment B).



## 5.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual. In addition to the data requirements therein, the Agency will collect data regarding the Reference Point elevation of the well.

The Agency may install a well data tag at the well site to indicate that the well is part of a monitoring program. The well data tag will be labeled with the site's State Well Identification Number.

## 5.3 Data Collection

The Agency measures groundwater levels on a monthly basis at some well sites and biannually or annually at other well sites. The Agency adheres to the following field methods and data management practices.

### 5.3.1 Field Methods

Groundwater level data collected from wells is intended to reflect static (i.e., non-pumping) groundwater conditions. Best efforts are made to ensure that wells are not pumping and have not recently been pumped prior to collecting a groundwater level data point. Depth to water measurements are made using one or more of the methods discussed in the following sections. The Agency's groundwater level data collection methodology is based on the standardized *Groundwater Technical Procedures of the U.S. Geological Survey* (2011) available at <https://pubs.usgs.gov/tm/1a1/> and the State of California Department of Water Resources *Groundwater Elevation Guidelines* (2010).

#### 5.3.1.1 Graduated Steel Tape

The following steps must be completed prior to taking a measurement:

- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook or application.
- Review the notes and comments associated with previous measurements to determine if there are any unique circumstances at the well.
- Take note of whether oil has previously been present at the well. This will be recorded in the comments section of the data collection form.
- Evaluate the well and surrounding area to determine if the well may have recently been operating.

To collect a measurement:

- Use the previous depth to water measurement to estimate a length of tape that will be needed.
- Lower the tape into the well, feeling for a change in the weight of the tape, which typically indicates that either (a) the tap has reached the water surface or (b) the tape is sticking to the side of the well.

- Continue lowering the tape into the well until the next whole foot mark is at the reference point. This value on the tape should be recorded in the field data collection notebook or application.
- Bring the tape to the surface and record the number of the wetted interval to the nearest foot.
- In an oil layer is present, read the tape at the top of the oil mark to the nearest foot. Note in the comments section of the data form that oil was present.
- Repeat this procedure a second time and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *5.3.1.2 Electric water level meter*

This method of measurement employs a battery-powered water level meter and a small probe attached to a ruled length of cable. Depth to water measurements collected using this equipment are recorded to the nearest tenth of an inch. This instrument is sometimes referred to as a “sounder.”

The following steps must be completed prior to taking a measurement:

- Review the field data sheet for the well and note whether oil has been present at this well in the past. The electric water level meter should not be used in wells where oil is present.
- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook.
- Confirm that the water level meter is functioning and is turned on so that the beeping indicator will operate properly.

To collect a measurement:

- Review previous depth to water measurements for the well to estimate the length of tape that will be needed.
- Lower the electrode into the well until the indicator sounds, showing the probe is in contact with the water surface.
- Place the tape against the reference point and read the depth to water to the nearest 0.1 foot. Record this value on the field data sheet.
- Make a second measurement and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *5.3.1.3 Sonic water level meter*

This meter uses sound waves to measure the depth to water in a well. The meter must be adjusted to the air temperature outside the well. There is a card with reference temperatures in the case with the sonic meter.

Making a measurement:

- Insert the meter probe into the access port and push the power-on switch. Record the depth from the readout.
- Record the depth to water measurement in the field data collection notebook or application.
- No disinfection of the instrument is required because it does not come into contact with the water surface.

#### *5.3.1.4 Pressure transducer*

Automated water-level measurements are made with a pressure transducer attached to a data logger. Pressure transducers are lowered to a depth below the water level in the well and fastened to the well head at a reference point. Data points are logged on an hourly basis.

The Agency uses factory-calibrated, vented pressure transducers; the specific model and cable length is customized for each well. A desiccant is also used to avoid damage to the equipment from moisture.

Agency staff collects the pressure transducer data once per quarter. During the data collection process, data loggers are stopped, and the data is downloaded onto a laptop, and then the data logger is reactivated and scheduled to begin collecting data again on the next hour.

## **Section 6 Groundwater Quality Monitoring Program**

### **6.1 Geographic Extent**

The Agency monitors groundwater quality in the coastal region of the Salinas Valley Groundwater Basin and at selected monitoring wells in the Forebay Aquifer (3-004.04) and Upper Valley Aquifer (3-004.05) Subbasins (Attachment C).

### **6.2 Record Keeping**

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual.

### **6.3 Data Collection**

The Agency collects groundwater quality samples twice per year from wells in the groundwater quality monitoring program. Additional samples may be collected as needed for special projects or to meet the needs of a Requesting Entity.

Field blanks and field duplicates are collected as part of the groundwater quality monitoring program to evaluate the sample collection process for contamination from exposure to ambient conditions, sample containers, or improper sampling and handling techniques. Field blank

samples are obtained by pouring deionized (DI) water acquired from the Monterey County Consolidated Chemistry Laboratory into a sample container that has been triple-rinsed with DI water at the sampling location. If target analytes are identified in field blanks, sampling and handling procedures will be reevaluated and corrective actions, consisting of but not limited to re-training of field personnel, contact with the laboratory, invalidation, or qualifying of results, will be taken.

Field duplicates are collected and analyzed for the same analytical parameters as the native samples. The duplicate sample will be collected immediately after collection of the native sample, following the same sampling protocols.

The Agency adheres to the protocols set forth in the *Quality Assurance Project Plan for Water Quality Monitoring Associated with the Salinas Valley Integrated Water Management Plan* (EPA R9#03-238, X-97994701-0) approved by the U.S. Environmental Protection Agency in August 2007.

#### 6.3.1 Groundwater Quality Sample Identification and Handling

Sample containers are high density polyethylene (HDPE), 0.25-gallon (approximately 1 liter) size for complete mineral analysis. Sample containers and caps are purchased in bulk and the caps for the containers are packaged separately. Sterility of the sample containers is not of importance because samples are not analyzed for microbiological testing. No chemical field preservation of the samples is required.

Sample containers are labeled with pre-printed labels. The collection date, collection time, and sampler name are recorded in the field with an indelible marker.

All samples are handled, prepared, transported, and stored in a manner so as to minimize contamination and spills. After collection, samples caps are checked for tightness, and the samples are immediately placed in an ice chest. During travel between sites, ice chest lids are kept tightly closed. Blue ice packs are used in sufficient quantity so that all samples are stored at  $4\pm 2^{\circ}\text{C}$ .

Chain-of-custody (COC) forms are provided by the Monterey County Consolidated Chemistry Laboratory and filled out by field personnel while in the field. The COC accompanies the samples at all times in order to ensure the custodial integrity of the samples. The COC form includes the sample site, which is identified by State Well Identification Number or Quality Control sample, if appropriate.

Upon relinquishing the sample(s) to the Monterey County Consolidated Chemistry Laboratory, the sampler signs and dates the COC form. Lab personnel will then receive the sample(s), check the temperature, mark the date and time received, assign unique lab identification numbers (lab IDs) to each sample, and sign the COC form. The signed COC form is copied; the lab keeps the

original and a copy is given to the sampler. Hard copies of COC forms are maintained by Agency for a period of ten years.

### 6.3.2 Analytical Methods

Groundwater samples, including field blanks and field duplicates, are analyzed for an “Ag Waiver Panel” consisting of the following analytes: calcium, cation-anion balance, chloride, conductivity, magnesium, nitrate, pH, potassium, sodium, sulfate, total alkalinity, and total dissolved solids.

Samples are analyzed at the Monterey County Consolidated Chemistry Laboratory, which is part of the Monterey County Health Department and holds Certification Number 1395 from the Environmental Laboratory Accreditation Program (ELAP). ELAP is part of the Division of Drinking Water at the State Water Resources Control Board.

## **APPENDIX B**

### **DEEP AQUIFERS GROUNDWATER LEVEL AND GROUNDWATER QUALITY MONITORING NETWORK**

**Appendix B**  
**Deep Aquifers Groundwater Level Monitoring Network**

Facility Code	Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Data Source	Monitoring Frequency	Monitoring Network Type
13	13S/02E-31A02	Deep Aquifers	850-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
75	13S/02E-19Q03	Deep Aquifers	1,220-1,550	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
22681	13S/01E-36J02	Deep Aquifers	1,301-1,361	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
22929	14S/02E-28H04	Deep Aquifers	940-1,030	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
23135	14S/02E-28C02	Deep Aquifers	720-1,140	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26127	14S/02E-21L02	Deep Aquifers	1,240-1,780	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26393	14S/02E-18B01	Deep Aquifers	1,120-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26473	14S/02E-19G01	Deep Aquifers	1,020-1,900	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26677	14S/02E-26D01	Deep Aquifers	885-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26854	14S/02E-22J02	Deep Aquifers	1,080-1,620	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26934	14S/02E-34M01	Deep Aquifers	800-1,645	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26954	14S/02E-23P02	Deep Aquifers	740-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26955	14S/02E-27J02	Deep Aquifers	810-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26973	14S/02E-26A10	Deep Aquifers	990-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
26975	14S/02E-26J04	Deep Aquifers	845-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Alternative
225553	15S/03E-10D04	400-ft and Deep Aquifers	600-950	Urban	180/400-ft. Aquifer	Northern	MCWRA	Monthly	Ancillary
498	13S/02E-15M03	400-ft and Deep Aquifers	800-1,050	Industrial	180/400-ft. Aquifer	Northern	MCWRA	Quarterly	Ancillary
22656	14S/03E-07P50	400-ft and Deep Aquifers	510-1,125	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Quarterly	Ancillary
1672	14S/02E-06L01	Deep Aquifers	860-1,540	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
2261	13S/01E-25R01	Deep Aquifers	1,323-1,383	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
10164	13S/02E-32E05	Deep Aquifers	775-1,585	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
21356	15S/02E-04A03	Deep Aquifers	890-910	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22274	14S/01E-24L02	Deep Aquifers	1,820-1,860	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22275	14S/01E-24L03	Deep Aquifers	1,410-1,430	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22276	14S/01E-24L04	Deep Aquifers	1,040-1,060	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22277	14S/01E-24L05	Deep Aquifers	930-950	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
22755	14S/02E-07J03	Deep Aquifers	1,450-1,570	Industrial	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
22928	13S/02E-28L03	Deep Aquifers	1,080-1,330	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
24033	14S/02E-22A03	Deep Aquifers	980-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26103	14S/02E-21K04	Deep Aquifers	1,240-1,800	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26313	14S/02E-33E01	Deep Aquifers	1,045-1,095	Monitoring	Monterey	Northern	MCWRA	Daily	RMS
26314	14S/02E-33E02	Deep Aquifers	1,680-1,760	Monitoring	Monterey	Northern	MCWRA	Monthly	RMS
26394	14S/02E-20E01	Deep Aquifers	1,120-2,020	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26655	14S/03E-19C01	Deep Aquifers	833-1,723	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26674	14S/02E-27K02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26974	14S/02E-26G01	Deep Aquifers	820-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26988	14S/02E-25A03	Deep Aquifers	810-1,700	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26989	14S/02E-23J02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26993	14S/02E-35B01	Deep Aquifers	870-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
26994	14S/02E-14R02	Deep Aquifers	880-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Monthly	RMS
	F Tank well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**
27165	E-DA-2	Deep Aquifers	1,230-1,280	Monitoring	Eastside Aquifer	Northern	MCWRA	Daily	RMS
22951	13S/03E-30K50	Deep Aquifers	570-900	Agricultural	Langley Area	Northern	MCWRA	Quarterly	RMS
27084	15S/02E-12C02	Deep Aquifers	950-1,000	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Daily	RMS

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.

\*\*\*Equipped with data logger and manually monitored quarterly.

Monitoring Plan for the Deep Aquifers  
October 2025

**Appendix B**  
**Deep Aquifers Groundwater Level Monitoring Network**

Facility Code	Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Data Source	Monitoring Frequency	Monitoring Network Type
27104	16S/05E-30F02	Deep Aquifers	1,020-1,080	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Daily	RMS
	Lapis Rd well*	Deep Aquifers	TBD	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Not monitored yet	RMS**
	4th Ave well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**
22996	16S/05E-28K50	Eastside Deep Zone	600-830	Agricultural	Eastside Aquifer	Outside DA Extent	MCWRA	Monthly	Ancillary
26134	16S/04E-03K01	Eastside Deep Zone	762-1,060	Agricultural	180/400-ft. Aquifer	Outside DA Extent	MCWRA	Monthly	Ancillary
	Paralta	Deep Aquifers	440-810	Urban	Seaside	Seaside	Seaside Watermaster	Monthly	Ancillary
	Camp Huffman (D)	Deep Aquifers	950-1,320	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-07-Deep	Deep Aquifers	800-840	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-07-Shallow	Deep Aquifers	600-640	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-08-Deep	Deep Aquifers	900-940	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-08-Shallow	Deep Aquifers	740-780	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-09-Deep	Deep Aquifers	790-830	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	FO-11-Deep	Deep Aquifers	1,090-1,120	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Military	Deep Aquifers	184-264	Urban	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Ord Grove #2	Deep Aquifers	356-476	Urban	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Ord Grove Test	Deep Aquifers	355-480	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Ord Terrace-Shallow	Deep Aquifers	356-476	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Paralta Test Well	Deep Aquifers	430-800	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-E Deep	Deep Aquifers	650-700	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-E Shallow	Deep Aquifers	350-400	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-W Deep	Deep Aquifers	825-875	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	PCA-W Shallow	Deep Aquifers	525-575	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS
	Sentinel MW #1	Deep Aquifers	1,130-1,490	Monitoring	Monterey	Seaside	Seaside Watermaster	Quarterly	RMS***
	Sentinel MW #2	Deep Aquifers	990-1,480	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS***
	Sentinel MW #3	Deep Aquifers	860-1,290	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS***
	Sentinel MW #4	Deep Aquifers	705-930	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS***
	FO-09R-Shallow	Deep Aquifers	540-585	Monitoring	Seaside	Seaside	Seaside Watermaster	Monthly	RMS**
22926	17S/05E-08L02	400-ft and Deep Aquifers	330-810	Agricultural	Forebay Aquifer	Southeastern	MCWRA	Annually	Ancillary
24589	15S/03E-13D01	400-ft and Deep Aquifers	480-900	Agricultural	180/400-ft. Aquifer	Southeastern	MCWRA	Quarterly	Ancillary
	F-DA-1	Deep Aquifers	1,200-1,250	Monitoring	Forebay Aquifer	Southeastern	MCWRA	Not monitored yet	RMS**
22926	17S/05E-08L02	Deep Aquifers	615-1,005	Agricultural	Forebay Aquifer	Southeastern	MCWRA	Quarterly	RMS
27085	DA-3	Deep Aquifers	1,150-1,200	Monitoring	180/400-ft. Aquifer	Southeastern	MCWRA	Daily	RMS

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.

\*\*\*Equipped with data logger and manually monitored quarterly.

Monitoring Plan for the Deep Aquifers  
October 2025



**Appendix B**  
**Deep Aquifers Groundwater Quality Monitoring Network**

Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Source	Monitoring Frequency	Monitoring Network Type	Facility Code
13S/02E-19Q03	Deep Aquifers	1,220-1,550	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	75
17S/05E-21F50	Deep Aquifers	615-1,005	Agricultural	Forebay Aquifer	Southeastern	MCWRA	Annually	RMS	672
13S/02E-31A02	Deep Aquifers	850-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	1153
14S/02E-07J03	Deep Aquifers	1,450-1,570	Industrial	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	1672
13S/01E-25R01	Deep Aquifers	1,323-1,383	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	2261
14S/02E-30G03	Deep Aquifers	1,390-1,700	Urban	Monterey	Northern	MCWRA	Annually	RMS	2451
14S/02E-32D04	Deep Aquifers	970-1,650	Urban	Monterey	Northern	MCWRA	Annually	RMS	2452
14S/02E-31H01	Deep Aquifers	930-1,080	Urban	Monterey	Northern	MCWRA	Annually	RMS	2453
14S/01E-24L02	Deep Aquifers	1,820-1,860	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22274
14S/01E-24L03	Deep Aquifers	1,410-1,430	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22275
14S/01E-24L04	Deep Aquifers	1,040-1,060	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22276
14S/01E-24L05	Deep Aquifers	930-950	Monitoring	Monterey	Northern	MCWRA	Annually	RMS	22277
13S/01E-36J02	Deep Aquifers	1,301-1,361	Domestic	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22681
14S/02E-14R02	Deep Aquifers	880-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22755
13S/02E-28L03	Deep Aquifers	1,080-1,330	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22928
14S/02E-28H04	Deep Aquifers	940-1,030	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	22929
13S/03E-30K50	Deep Aquifers	570-900	Agricultural	Langley Area	Northern	MCWRA	Annually	RMS	22951
14S/02E-28C02	Deep Aquifers	720-1,140	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	23135
14S/02E-22J02	Deep Aquifers	1,080-1,620	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	24033
15S/02E-04A04	Deep Aquifers	705-1,085	Urban	Monterey	Northern	MCWRA	Annually	RMS	25375
14S/02E-29C01	Deep Aquifers	1,030-1,780	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	25973
14S/02E-21L02	Deep Aquifers	1,240-1,780	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26103
14S/02E-22A03	Deep Aquifers	980-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26127
16S/04E-03K01	Eastside Deep	762-1,060	Agricultural	180/400-ft. Aquifer	Outside DA ext	MCWRA	Annually	Ancillary	26134
14S/02E-19G01	Deep Aquifers	1,020-1,900	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26393
14S/02E-21K04	Deep Aquifers	1,240-1,800	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26394
14S/02E-20E01	Deep Aquifers	1,120-2,020	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26473
14S/03E-19C01	Deep Aquifers	833-1,723	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26655
14S/02E-27K02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26674
14S/02E-26D01	Deep Aquifers	885-1,640	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26677
14S/02E-23G02	Deep Aquifers	1,020-1,560	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26854
14S/02E-34M01	Deep Aquifers	800-1,645	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26934
14S/02E-23P02	Deep Aquifers	740-1,600	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26954
14S/02E-27J02	Deep Aquifers	810-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26955
14S/02E-26A10	Deep Aquifers	990-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26973
14S/02E-26G01	Deep Aquifers	820-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26974
14S/02E-26J04	Deep Aquifers	845-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26975
14S/02E-25A03	Deep Aquifers	810-1,700	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26988
14S/02E-23J02	Deep Aquifers	850-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26989
14S/02E-35B01	Deep Aquifers	870-1,680	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26993
14S/02E-18B01	Deep Aquifers	1,120-1,680	Agricultural	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	26994
DA-1	Deep Aquifers	950-1,000	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	27084
DA-2	Deep Aquifers	1,020-1,080	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Annually	RMS	27104
Camp Huffman (D)	Deep Aquifers	950-1,320	Monitoring	Seaside	Seaside	Seaside Watermaster	Every 5 years	RMS	
FO-09-Deep	Deep Aquifers	790-830	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.

Monitoring Plan for the Deep Aquifers  
October 2025

**Appendix B**  
**Deep Aquifers Groundwater Quality Monitoring Network**

Well Name	Aquifer	Screen Interval (ft)	Well Use	Subbasin	Region	Source	Monitoring Frequency	Monitoring Network Type	Facility Code
FO-09R-Shallow	Deep Aquifers	540-585	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	
Mission Memorial	Deep Aquifers	225-415	Urban	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
Ord Grove #2	Deep Aquifers	356-476	Urban	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
Ord Terrace-Shallow	Deep Aquifers	356-476	Monitoring	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
Paralta	Deep Aquifers	440-810	Urban	Seaside	Seaside	Seaside Watermaster	Quarterly	Ancillary	
PCA-E Deep	Deep Aquifers	650-700	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	
PCA-E Shallow	Deep Aquifers	350-400	Monitoring	Seaside	Seaside	Seaside Watermaster	Annually	RMS	
PCA-W Deep	Deep Aquifers	825-875	Monitoring	Seaside	Seaside	Seaside Watermaster	Quarterly	RMS	
DA-3	Deep Aquifers	1,150-1,200	Monitoring	180/400-ft. Aquifer	Southeastern	MCWRA	Annually	RMS	27085
E-DA-2	Deep Aquifers	1,230-1,280	Monitoring	Eastside	Northern	MCWRA	Annually	RMS	27165
F-DA-1	Deep Aquifers	1,200-1,250	Monitoring	Forebay Aquifer	Southeastern	MCWRA	Not monitored yet	RMS**	
F Tank well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**	
Lapis Rd well*	Deep Aquifers	TBD	Monitoring	180/400-ft. Aquifer	Northern	MCWRA	Not monitored yet	RMS**	
4th Ave well*	Deep Aquifers	TBD	Monitoring	Monterey	Northern	MCWDGSA	Not monitored yet	RMS**	

\* Well construction planned or ongoing as of 10/2025.

\*\* Monitoring has not yet started.



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_

CONSIDER RECOMMENDATION FROM THE PLANNING COMMITTEE TO RECOMMEND )  
THE AGENCY'S BOARD OF SUPERVISORS ADOPT THE MONITORING PLAN FOR THE )  
DEEP AQUIFERS AND AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING )  
TO MEMORIALIZE COORDINATION AMONG AGENCIES TOWARD IMPLEMENTING THE )  
MONITORING PLAN FOR THE DEEP AQUIFERS )

Upon motion of Director\_\_, seconded by Director\_\_, and carried by those members present, the Board of Directors hereby:

PASSED AND ADOPTED on this **17th** day of **November 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.12

### Board Report

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

Legistar File Number: WRAG 25-192

November 17, 2025

Introduced: 11/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommending the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order (Staff: Ara Azhderian)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency's Board of Directors:

Recommend the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order.

#### SUMMARY/DISCUSSION:

On October 20, 2025, the Monterey Peninsula Water Management District's (District) Board of Directors unanimously approved submission of an application to the State Water Resources Control Board (State Board) to modify the 2009 Cease-and-Desist Order WR 2016-0016 (CDO). The CDO, and more specifically "Condition 2", limits the setting of new water meters and restricts increases in water use at existing connections within the service area of the California American Water Company (CalAm) on the Monterey Peninsula to protect the Carmel River from historical over-pumping.

In its application, the District points to the fact that pumping from the Carmel River over the past 4 years has been within the legal limit and that the supply of water for the Peninsula is greater than demand, resulting in increased storage in the Seaside groundwater basin. The District also notes a recent decision by the California Public Utilities Commission that indicates existing supplies will continue in surplus for the foreseeable future.

On October 24, 2025, the District submitted its application and shortly thereafter began reaching out for support of its efforts, including to the County of Monterey. In its support solicitation, the District presents two sample letters, one that is supportive of the application but silent on the proposed CalAm desalinization project, and a second that is supportive of both. In both, the District eludes to the conflict between the State's mandate against new meters and the State's mandate to meet certain housing goals, which are mutually exclusive. The District also points to the Peninsula's water conservation efforts and recent expansion of Pure Water Monterey as reasons for the State Board to revisit the CDO.

For more than a year, the Agency has recommended the District and its jurisdictions take a cautious approach towards allocating the anticipated new supply from Pure Water's expansion. However, the Agency has also consistently recognized the independent authorities of the

District and its jurisdictions to make allocation decisions. Recently, the County of Monterey's Housing and Community Development Department asked the Planning Commission to consider holding a public workshop to review and receive input regarding policy options for a Water Allocation Policy and Ordinance for areas in unincorporated Monterey County served by the District and to provide direction to staff. Local jurisdictions consideration of water allocation policies is separate from State Board consideration to modify the CDO but related in that such modification could allow for new water use, which could result in increased demand. While the range of future water supply and demand forecasts vary, the evidence is irrefutable that existing supplies exceed demand and that the Carmel River is no longer in jeopardy.

The CDO was established over 15 years ago to address conditions that no longer exist, namely excessive pumping from the Carmel River. While the harm to the Carmel River has been abated, the harm to the residents of the Monterey Peninsula continues so it is appropriate for the State Board to now reconsider its past decisions. In its application, the District proposes improvements to reporting that will provide the State Board the data it needs to ensure that the legally allowable amount of water available from the Carmel River is not exceeded and offers triggers to reinstate enforcement if it is.

Lastly, and most importantly, nothing above affects the terms and conditions of the 2015 Amended and Restated Water Recycling Agreement, which both provides the Agency its contractual right to wastewater while also making that water available for use by Pure Water Monterey when not needed by the Agency to reduce groundwater pumping in the 180/400 subbasin. It is true that future actions to meet the mandates of the Sustainable Groundwater Management Act may cause repurposing of supplies now utilized by Pure Water Monterey. However, it is also true that those future actions will likely take years to implement and can be mitigated by the District through implementation of water supply alternatives, like desalinization, such that diversions from the Carmel River remain within legal limits. The Agency assumes little risk in supporting the District's application to modify the CDO and the potential benefits to the County and Peninsula residents.

#### STRATEGIC PLAN ALIGNMENT

Recommending a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order aligns with the Board of Directors adopted Strategic Plan Goal E, Strategy 1.

#### OTHER AGENCY INVOLVEMENT:

County of Monterey

#### FINANCING:

Recommending a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order has no fiscal impact on the adopted 2025-26 fiscal-year budget.

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

Attachments:

1. DRAFT Letter of Support to the State Water Resources Control Board



# County of Monterey

## Item No.12

### Board Report

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

Legistar File Number: WRAG 25-192

November 17, 2025

Introduced: 11/7/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Consider recommending the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order (Staff: Ara Azhderian)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency's Board of Directors:

Recommend the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order.

#### SUMMARY/DISCUSSION:

On October 20, 2025, the Monterey Peninsula Water Management District's (District) Board of Directors unanimously approved submission of an application to the State Water Resources Control Board (State Board) to modify the 2009 Cease-and-Desist Order WR 2016-0016 (CDO). The CDO, and more specifically "Condition 2", limits the setting of new water meters and restricts increases in water use at existing connections within the service area of the California American Water Company (CalAm) on the Monterey Peninsula to protect the Carmel River from historical over-pumping.

In its application, the District points to the fact that pumping from the Carmel River over the past 4 years has been within the legal limit and that the supply of water for the Peninsula is greater than demand, resulting in increased storage in the Seaside groundwater basin. The District also notes a recent decision by the California Public Utilities Commission that indicates existing supplies will continue in surplus for the foreseeable future.

On October 24, 2025, the District submitted its application and shortly thereafter began reaching out for support of its efforts, including to the County of Monterey. In its support solicitation, the District presents two sample letters, one that is supportive of the application but silent on the proposed CalAm desalinization project, and a second that is supportive of both. In both, the District eludes to the conflict between the State's mandate against new meters and the State's mandate to meet certain housing goals, which are mutually exclusive. The District also points to the Peninsula's water conservation efforts and recent expansion of Pure Water Monterey as reasons for the State Board to revisit the CDO.

For more than a year, the Agency has recommended the District and its jurisdictions take a cautious

approach towards allocating the anticipated new supply from Pure Water's expansion. However, the Agency has also consistently recognized the independent authorities of the District and its jurisdictions to make allocation decisions. Recently, the County of Monterey's Housing and Community Development Department asked the Planning Commission to consider holding a public workshop to review and receive input regarding policy options for a Water Allocation Policy and Ordinance for areas in unincorporated Monterey County served by the District and to provide direction to staff. Local jurisdictions consideration of water allocation policies is separate from State Board consideration to modify the CDO but related in that such modification could allow for new water use, which could result in increased demand. While the range of future water supply and demand forecasts vary, the evidence is irrefutable that existing supplies exceed demand and that the Carmel River is no longer in jeopardy.

The CDO was established over 15 years ago to address conditions that no longer exist, namely excessive pumping from the Carmel River. While the harm to the Carmel River has been abated, the harm to the residents of the Monterey Peninsula continues so it is appropriate for the State Board to now reconsider its past decisions. In its application, the District proposes improvements to reporting that will provide the State Board the data it needs to ensure that the legally allowable amount of water available from the Carmel River is not exceeded and offers triggers to reinstate enforcement if it is.

Lastly, and most importantly, nothing above affects the terms and conditions of the 2015 Amended and Restated Water Recycling Agreement, which both provides the Agency its contractual right to wastewater while also making that water available for use by Pure Water Monterey when not needed by the Agency to reduce groundwater pumping in the 180/400 subbasin. It is true that future actions to meet the mandates of the Sustainable Groundwater Management Act may cause repurposing of supplies now utilized by Pure Water Monterey. However, it is also true that those future actions will likely take years to implement and can be mitigated by the District through implementation of water supply alternatives, like desalinization, such that diversions from the Carmel River remain within legal limits. The Agency assumes little risk in supporting the District's application to modify the CDO and the potential benefits to the County and Peninsula residents.

#### STRATEGIC PLAN ALIGNMENT

Recommending a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order aligns with the Board of Directors adopted Strategic Plan Goal E, Strategy 1.

#### OTHER AGENCY INVOLVEMENT:

County of Monterey

#### FINANCING:

Recommending a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order has no fiscal impact on the adopted 2025-26 fiscal-year budget.

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



Attachments:

1. DRAFT Letter of Support to the State Water Resources Control Board

[WRA LETTERHEAD]

Dr. Juliet Christian-Smith  
Deputy Director Water Rights  
State Water Resources Control Board  
1001 I Street,  
Sacramento CA 95814

RE: Letter of Support for Modifications to the Cease-and-Desist Order WR 2016-0016

Dear Dr. Christian-Smith:

On behalf of the Monterey County Water Resources Agency (Agency), I write to express our support for the October 24, 2025, application by the Monterey Peninsula Water Management District (District) to modify Cease-and-Desist Order WR 2016-0016 (CDO), and more specifically, "Condition 2", which has limited the setting of new water meters and restricted increases in water use at existing connections within the service area of the California American Water Company on the Monterey Peninsula.

The CDO was established over 15 years ago to address conditions that no longer exist, namely excessive pumping from the Carmel River. While the range of future water supply and demand forecasts vary, the evidence is irrefutable that existing supplies exceed demand and that the Carmel River is no longer in jeopardy. In its application, the District proposes improvements to reporting that will provide the State Water Resources Control Board the data it needs to ensure that the legally allowable amount of water available from the Carmel River is not exceeded and offers triggers to reinstate enforcement if it is.

While the harm to the Carmel River has been abated, the harm to the residents of the Monterey Peninsula continues. Condition 2 inhibits the ability of local jurisdictions to meet the needs of Peninsula residents and to meet the State mandated Regional Housing Needs Allocation (RHNA) in order to provide more affordable housing options for local workforce employees. Working to align business and housing interests while protecting the Carmel River is a win for the residents of the County of Monterey. For these reasons, we support the District's application and the State Board's timely modification of Cease-and-Desist Order WR 2016-0016.

Respectfully,

[SIGNATORY? WRA GM OR BOS CHAIR?]



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_

**CONSIDER RECOMMENDING THE AGENCY’S BOARD OF SUPERVISORS )  
ADOPT A POSITION REGARDING A REQUEST FROM THE MONTEREY )  
PENINSULA WATER MANAGEMENT DISTRICT TO THE STATE WATER )  
RESOURCES CONTROL BOARD TO CONSIDER MODIFYING THE 2009 )  
CEASE-AND-DESIST ORDER )**

Upon motion of Director\_\_, seconded by Director\_\_, and carried by those members present, the Board of Directors hereby:

PASSED AND ADOPTED on this **17th** day of **November 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.13

### Board Report

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

**Legistar File Number: WRAG 25-181**

**November 17, 2025**

**Introduced:** 11/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

November, December 2025 and January 2026 Calendars.

# November 2025

November 2025							December 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 26	27	28	29	30	31	Nov 1
2	3	4	5 8:30am Basin Management 8:30am Basin 10:00am Planning	6 9:00am Manager's Meeting - 2025 (194-Tarragon) - MC Water	7 8:30am Finance Committee-2025 10:00am Personnel & Administration	8
9	10	11	12	13 9:00am Manager's Meeting - 2025 (194-Tarragon) - MC Water	14 BOD Presentation (PPT) Due - Gonzales, Eva	15
16	17 Board of Directors Meeting - 930-Board 12:00pm Board of Directors	18	19	20 8:30am WRA All Hands Meeting - 2025 9:00am Manager's 10:30am Joint Water	21	22
23	24	25	26	27 9:00am Manager's Meeting - 2025 1:30pm Reservoir Operations Advisory	28	29
30	Dec 1	2	3	4	5	6

# December 2025

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1	2	3 8:30am Basin Management 8:30am Basin Management 10:00am Planning	4 9:00am Manager's Meeting - 2025 (194-Tarragon) - MC Water	5 8:30am Finance Committee-2025 ( <a href="https://montereycty.org">https://montereycty.org</a> ) 10:00am Personnel & Administration	6
7	8	9	10	11 9:00am Manager's Meeting - 2025 (194-Tarragon) - MC Water	12 BOD Presentation (PPT) Due - Gonzales, Eva	13
14	15 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors	16	17	18 8:30am WRA All Hands Meeting - 2025 (194-SaffronRM) - 9:00am Manager's Meeting - 2025	19	20
21	22	23	24	25 9:00am Manager's Meeting - 2025 (194-Tarragon) - MC 1:30pm Reservoir Operations Advisory	26	27
28	29	30	31	Jan 1, 26	2	3

# January 2026

January 2026							February 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31							

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 28	29	30	31	Jan 1, 26	2 8:30am Finance Committee-2025 ( <a href="https://montereycty.org">https://montereycty.org</a> ) 10:00am Personnel & Administration	3
4	5	6	7 10:00am Planning Committee-2025 ( <a href="https://montereycty.org">https://montereycty.org</a> ) zoom.us/j/95511982423?pwd=VE1nM0xuQ	8	9	10
11	12	13	14	15 10:30am Joint Water Resources/Board of Supervisors Leadership Committee - 2025	16	17
18	19 Board of Directors Meeting - 930-Board of Directors	20	21	22	23	24
25	26	27	28	29	30	31



# County of Monterey

## Item No.14

### Board Report

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

**Legistar File Number: WRAG 25-185**

**November 17, 2025**

**Introduced:** 11/6/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Save the Date Strategic Planning Workshop



# MONTEREY COUNTY

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## WATER RESOURCES AGENCY

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

ARA AZHDERIAN  
GENERAL MANAGER



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

## SAVE THE DATE

### Monterey County Water Resources Agency Strategic Planning Workshop

Date: Monday December 8, 2025

Time: 8:30-4:30pm

Location: Cayenne Room  
1441 Schillings Place North Building Salinas Ca. 93901

For in-person attendance, Please RSVP with Lorena Imperial-Herrera @ [imperiall@countyofmonterey.gov](mailto:imperiall@countyofmonterey.gov) and/or Janelle Ramirez @ [ramirezj19@countyofmonterey.gov](mailto:ramirezj19@countyofmonterey.gov)

If you have any questions, please feel free to call our office at (755)4860.

Thank you,

Monterey County Water Resources Agency



# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: WRAG 25-173**

**November 17, 2025**

**Introduced:** 10/27/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Personnel Update
2. Dam Safety & Operations Financial Strategy
3. SGMA Implementation
4. 2026 Legislative Planning



# County of Monterey

## Item No.15

### Board Report

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

**Legistar File Number: WRAG 25-175**

**November 17, 2025**

**Introduced:** 10/27/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Committee Agenda's for October and November 2025:

- Water Resources Agency Reservoir Operations Advisory Committee
- Water Resources Agency Finance
- Water Resources Personnel and Administration Committee Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee

# County of Monterey

*Depot Room  
1160 Broadway Street  
King City, CA 93930*



## Meeting Agenda

**Thursday, October 30, 2025**

**1:30 PM**

**IN-PERSON MEETING ONLY**

**THE DEPOT BUILDING SAN LORENZO COUNTY PARK  
1160 BROADWAY ST. KING CITY CA, 93930**

### **Water Resources Agency Reservoir Operations**

#### **Advisory Committee**

*Ken Ekelund, Chair*

<i>Mark Gonzalez</i>	<i>Matthew Simis</i>
<i>Jon Anthony</i>	<i>Dennis Lebow</i>
<i>Bill Lipe</i>	<i>Patrick Breen</i>
<i>Anna McKenna</i>	<i>Marc Kelley</i>
<i>Layla Decker</i>	<i>Doug Scattini</i>
<i>Richard Ortiz</i>	<i>Zachary Barnes</i>
<i>Steve Blois</i>	<i>John Baillie</i>

To participate in this Reservoir Operations Advisory Committee meeting, the public is invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

1. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/92085702216>

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: 920 8570 2216 PASSWORD 877574 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.

2. 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 unmute their device one at a time. Public speakers may be broadcast in audio form only.

3. 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](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Wednesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Wednesday deadline will be distributed to the Committee and will be placed in the record.

4. 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](mailto: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. Reservoir Operations Advisory 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 end of meeting.

5. 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 Wednesday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee date and agenda number in the subject line.

6. 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 Wednesday before the meeting at [WRAPubliccomment@countyofmonterey.gov](mailto: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.)

7. 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](mailto:WRAPubliccomment@countyofmonterey.gov). The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

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

Para participar en esta reunión del Comité Asesor de la Operación de Embalses, el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

1. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92085702216>

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

+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

Cuando se le solicite el código de acceso para el código de acceso para entrar a la reunión, presione los siguientes números: 920 8570 2216 PASSWORD 877574 Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

2. 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.

3. 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](mailto:WRAPubliccomment@countyofmonterey.gov) antes de las 5:00 P. M. el Miércoles 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 límite del Miércoles a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

4. 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](mailto: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 Asesor de la Operación de Embalses) 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.

5. 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 Miércoles antes de la reunión a: [WRAPubliccomment@countyofmonterey.gov](mailto: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 reunión del Comité y el número de agenda en la línea de asunto.

6. 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 Miércoles antes de la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto: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).

7. 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](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Miércoles antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

8. 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 Reservoir Operations Advisory Committee meeting on September 25, 2025.

**Attachments:** [Draft ResOps Minutes September 25, 2025](#)

### Staff Reports

2. Reservoir Storage and Release Schedule Update. (Staff Presenting: Joseph Klein)

**Attachments:** [Reservoir Storage Release Update Report \(1\)](#)  
[ResOps Slides 2025 10 22](#)

3. Drought Technical Advisory Committee Update. (Staff Presenting: Joseph Klein)

**Attachments:** [ResOps DTAC Slides 2025 10 22](#)

4. Current Operations and Maintenance Activities at the Reservoirs. (Staff Presenting: Jason Demers)

### Status Reports

5.
  - Reservoir Recreation by Concessionaire and Parks Department
  - County of San Luis Obispo Activities
  - Invasive Mussel Update



**Calendar**

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

**Adjournment**

# 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](mailto: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:

+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)

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+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 924 0351 0520 PASSWORD: 404237 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

**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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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

*Saffron Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Agenda

**Friday, November 7, 2025**

**10:00 AM**

### **Water Resources Agency Personnel and Administration Committee**

*Mark Gonzalez, Chair*

*Matthew Simis  
Mike LeBarre  
John Baillie*



To participate in this Personnel And Administration 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/91370408511>

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: 913 7040 8511 PASSWORD: 420486 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 BYLAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE PERSONNEL AND ADMINISTRATION COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Personnel and Administration 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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 Tuesday before the meeting to: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). (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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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 Personal y Administración a través de los siguientes métodos:

1. Podar asistir personalmente a la reunion; o,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/91370408511>

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

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+1 253 215 8782 US

+1 301 715 8592 US

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**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DEL COMITÉ 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 DEL COMITÉ DE PERSONAL Y ADMINISTRACIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) 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 límite 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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 Personal y Administracion) 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) (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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). La solicitud debe hacerse a más tardar e 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 Personnel and Administration Committee held on June 6, 2025.

Attachments: [draft P&A Minutes June 6, 2025](#)

#### Status Reports

2. Update on Legislative activities.(Staff Presenting: Ara Azhderian)

3. Update on the Federal Government Shutdown impacts to the Agency.(Staff Presenting: Shaunna Murray)
4. Personnel Update.(Staff Presenting: Jessell Fenley)

**Calendar**

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

**Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Agenda

**Wednesday, November 5, 2025**

**8:30 AM**

**Final-Revised Agenda**

**Saffron Room 1441 Schilling Pl. Salinas, Ca. 93901**

## **Water Resources Agency Basin Management**

### **Advisory Committee**

*Matthew Simis - Chair*

*Deidre Sullivan*

*John Baillie*

*David Bunn*

*Richard Ortiz*

*Robin Lee*

*Patrick Breen*

*Marc Kelley*

To participate in this Basin Management Advisory 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/99621772720>

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: 996 2177 2720 PASSWORD: 478310 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 MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE BASIN MANAGEMENT ADVISORY 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](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Basin Management Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00p.m. Tuesday 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

WRApbliccomment@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. Basin Management Advisory 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 Tuesday before the meeting to: WRApbliccomment@countyofmonterey.gov. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Basin Management Advisory 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 Tuesday before the meeting at WRApbliccomment@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 WRApbliccomment@countyofmonterey.gov. The request should be made no later than noon on the Wednesday 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.

**PARA PARTICIPAR EN LA REUNIÓN DEL COMITE DE ASESOR DE GESTION DE  
LACUENCA A TRAVES DE LOS SIGUIENTES METODOS:**

1. Poder asistir personalmente a la reunion; o,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/99621772720>

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

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**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DEL COMITÉ ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITÉ ASESOR DE GESTIÓN DE LA CUENCA 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](mailto:WRAPubliccomment@countyofmonterey.gov) antes de las 5:00 P. M. el Martes 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 límite del Martes 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](mailto: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 Asesor de Gestion de la Cuenca) 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 Martes antes de la reunión a: [WRAPubliccomment@countyofmonterey.gov](mailto: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 reunión 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 Martes antes de la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto: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](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Martes 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 Basin Management Advisory Committee Meeting held on August 6, 2025.

Attachments: [draft BMAC Minutes Aug 6, 2025](#)

#### Staff Reports

2. Review of the Quarterly Salinas Valley Water Conditions Report for the Fourth Quarter of Water Year 2025.(Staff Presenting: Guillermo Diaz-Moreno)  
  
**Attachments:** [1 Quarterly Rpt 4th Qtr WY25 Final](#)
3. Review of the 2025 Salinas River Discharge Measurement Series Report.(Staff Presenting: Ricardo Carmona)  
  
**Attachments:** [River Series Report 2025](#)
4. Update on Water Year 2025 Data Collection for the Groundwater Extraction Reporting Program.(Staff Presenting: Riley Clark)
5. Update on Monitoring Plan for the Deep Aquifers.(Staff Presenting: AmyWoodrow)  
  
**Attachments:** [Board Report](#)  
[Monitoring Plan Deep Aquifers With Appendices 2025](#)

#### **Calendar**

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

#### **Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Agenda

**Wednesday, November 5, 2025**

**10:00 AM**

**Saffron Room 1441 Schilling Place Salinas, Ca. 93901**

### **Water Resources Agency Planning Committee**

*Deidre Sullivan, Chair  
Ken Ekelund  
Mark Gonzalez  
Matthew Simis*

To participate in this Planning 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/95511982423>

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: 955 1198 2423, PASSWORD: 884853 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.

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 unmute their device one at a time. Public speakers may be broadcast in audio form only.

**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 PLANNING COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE PLANNING COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

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](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday 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 Committee Meeting Agenda 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. Planning 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 Tuesday 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 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 Tuesday 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 Wednesday 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 Planificación 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/95511982423>**

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

**+1 669 900 6833 US (San Jose)**

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Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 955 1198 2423, PASSWORD: 884853 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

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.

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

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](mailto:WRAPublicComment@countyofmonterey.gov) antes de las 5:00 P. M. el Martes 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 límite del Martes 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](mailto: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 Planificación) 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 5:00P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.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 Martes antes de la reunión a [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.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](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Martes antes de la reunión del Comité para dar tiempo a la Agencia para que atiendala 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 Action Minutes of the Planning Committee Meeting held on October 1,2025.

Attachments: [draft Planning October 1,2025 Minutes](#)

#### Scheduled Items



2. Consider recommending the Agency's Board of Directors recommend the Agency's Board of Supervisors adopt a Memorandum of Understanding to memorialize coordination among agencies towards implementation of the Monitoring Plan for the Deep Aquifers.(Staff Presenting: Ara Azhderian)

**Attachments:** [Board Report](#)  
[Deep Aquifers Monitoring MOU rev 2025-10-30 CLEAN DRAFT](#)

3. Review proposed changes to the Agency's Bylaws and consider recommendations to the Agency's Board of Director's.(Staff Presenting: Ara Azhderian)

**Attachments:** [Board Report](#)  
[10-25-2025 BOD Board Report](#)  
[WRA Committees Comparison 10-20-2025](#)  
[Proposed Amendments to WRA Bylaws - October 2025 BOD redline](#)

### **Staff Reports**

4. Update on the status of the Salinas River Operations HCP and future financial needs.  
(Staff Presenting: Jason Demers)
5. Update on Strategic Planning Workshop for December 2025.(Staff Presenting: Shaunna Murray)

**Attachments:** [Strategic Planning Update Workshop Planning Nov 5th](#)

6. Receive an update on the Request for Proposals for a Strategic Planning consultant.  
(Staff Presenting: Shaunna Murray)

**Attachments:** [Strategic Planning Consultant RFP October 2025 DRAFT](#)

### **Calendar**

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

### **Adjournment**



# County of Monterey

## Item No.16

### Board Report

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

**Legistar File Number: WRAG 25-186**

**November 17, 2025**

**Introduced:** 11/6/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Reservoir Storage and Releases Update Report. (Staff: Joseph Klein)

## Reservoir Storage & Release Update

### SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

**RESERVOIR ELEVATION / STORAGE:** As of November 7, 2025, San Antonio Reservoir has a water surface elevation of approximately 742.5 feet (NGVD 29), with 169,575 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 744.7 feet, with 133,735 acre-feet of water in storage. San Antonio Reservoir is currently at 51% of storage capacity and Nacimiento Reservoir is at 35% of capacity.

**RAINFALL:** Recent rounds of rainfall have measurably increased flow in the upper Arroyo Seco and created a small peak in flow at the Salinas River near Bradley gage on October 13 but have not created inflow to either reservoir.

**SALINAS RIVER LAGOON:** The lagoon has been closed to the ocean since May 16, 2025.

**RESERVOIR RELEASES:** Minimum releases are being made from both reservoirs for maintenance of habitat below the dams. Conservation season releases concluded on Wednesday, September 24, 2025, from San Antonio Reservoir, and Friday, September 26, 2025 from Nacimiento Reservoir.

Releases as of November 7, 2025:

- Nacimiento Reservoir: 60 cfs
- San Antonio Reservoir: 10 cfs

Total releases from both reservoirs to the Salinas River are approximately 70 cfs. The following “provisional” flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam 62 cfs
- Salinas River near Bradley: 67 cfs
- Salinas River at Soledad: 19 cfs\*
- Salinas River near Chualar: 0 cfs
- Salinas River near Spreckels: 0 cfs

\*Automated value incorrect, no flow observed.

Prepared by: Joseph Klein, Hydrologist (831) 755-4860



# County of Monterey

## Item No.17

### Board Report

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

**Legistar File Number: WRAG 25-179**

**November 17, 2025**

**Introduced:** 11/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Quarterly Salinas Valley Water Conditions Report for the Fourth Quarter of Water Year 2025.  
(Staff: Guillermo Diaz-Moreno)

# Salinas Valley Water Conditions: Fourth Quarter of Water Year 2024-2025

October 2025

Monterey County Water Resources Agency





# MONTEREY COUNTY WATER RESOURCES AGENCY

## Salinas Valley Water Conditions

### Quarterly Update for Fourth Quarter of Water Year 2024-2025

#### October 2025

Prepared by Guillermo Diaz Moreno and Amy Woodrow

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## Introduction

This report covers the fourth quarter of Water Year 2024-2025 (WY25), consisting of July through September 2025. It provides a brief overview and discussion of hydrologic conditions in the Salinas Valley including precipitation, reservoir storage, streamflow, and groundwater level trends (Figure 1).

Data for the fourth quarter of WY25 indicate above normal rainfall based on precipitation totals for the quarter, however, cumulative precipitation for WY25 was not above normal. Storage is lower in both Nacimiento Reservoir and San Antonio Reservoir compared to September 2024. Over the fourth quarter of WY25, groundwater elevations decreased across all subareas and aquifers, which aligns with typical seasonal trends, except in the 400-Foot Aquifer, where elevations returned to the same level as the end of the previous quarter.

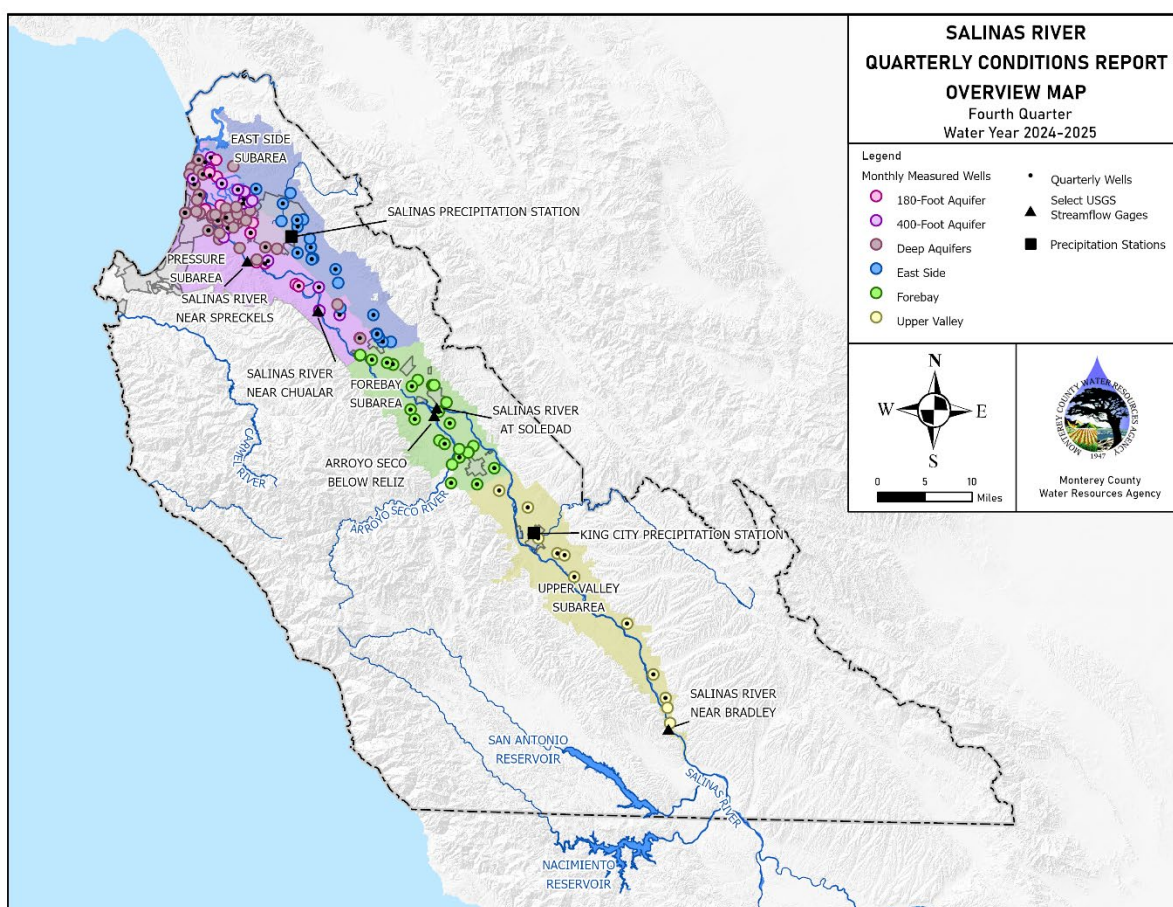


Figure 1: Geographic extent of the area covered by this report and supporting data sources.

## Precipitation

Preliminary National Weather Service rainfall data indicates that the fourth quarter of WY25 brought above normal rainfall to both Salinas and King City. Totals for the quarter were 0.44 inches at the Salinas Airport (489% of normal rainfall of 0.09 inches for the quarter) and 0.31 inches in King City (388% of normal rainfall of 0.08 inches for the quarter).

Figure 2 and Figure 3 show monthly and cumulative precipitation data for the current water year and for a “normal” water year, based on long-term monthly precipitation averages, for the Salinas Airport and King City sites, respectively. Included below each graph is a table showing the numeric values for precipitation as well as percent of “normal” precipitation. For the purposes of these graphs, a “normal” water year is the average precipitation over the most recent 30-year period ending in a decade. Currently, the period from 1991 to 2020 is used for this calculation.

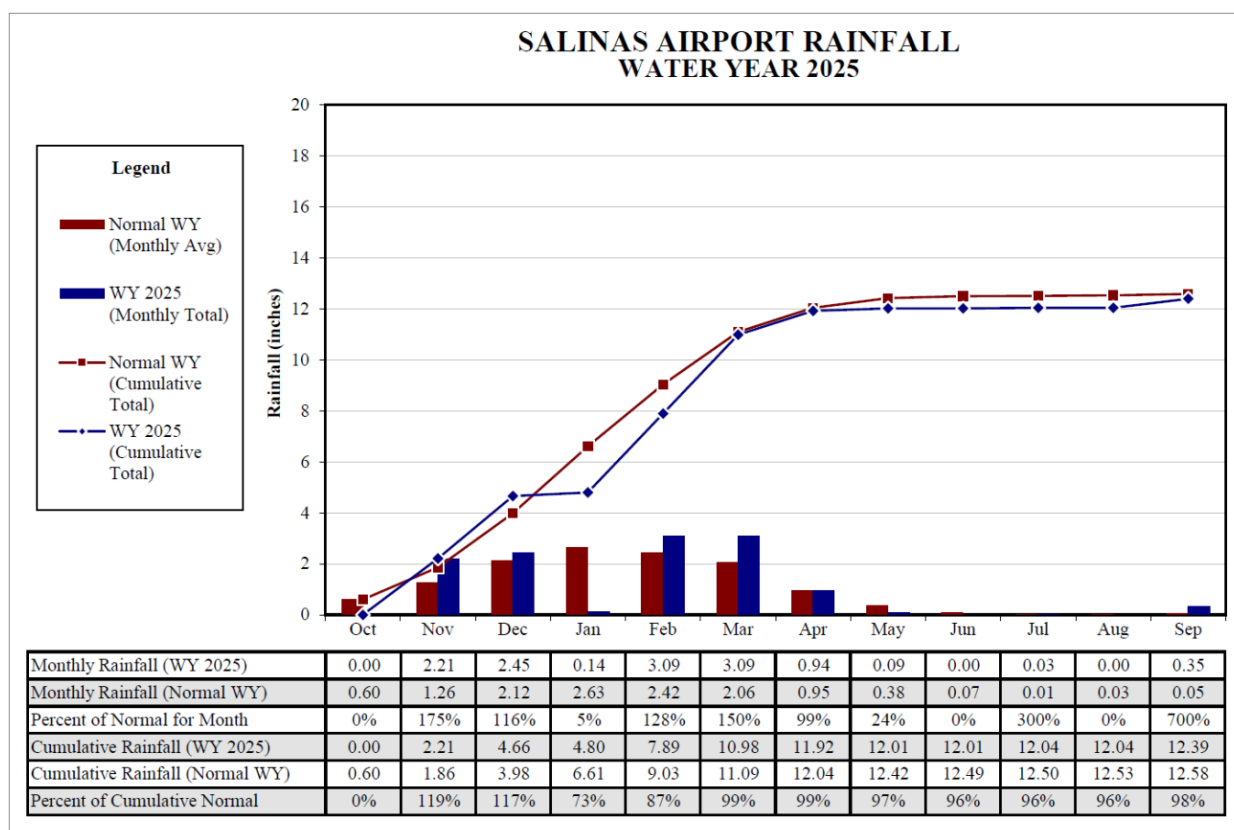


Figure 2: Salinas Airport Rainfall for Water Year 2025



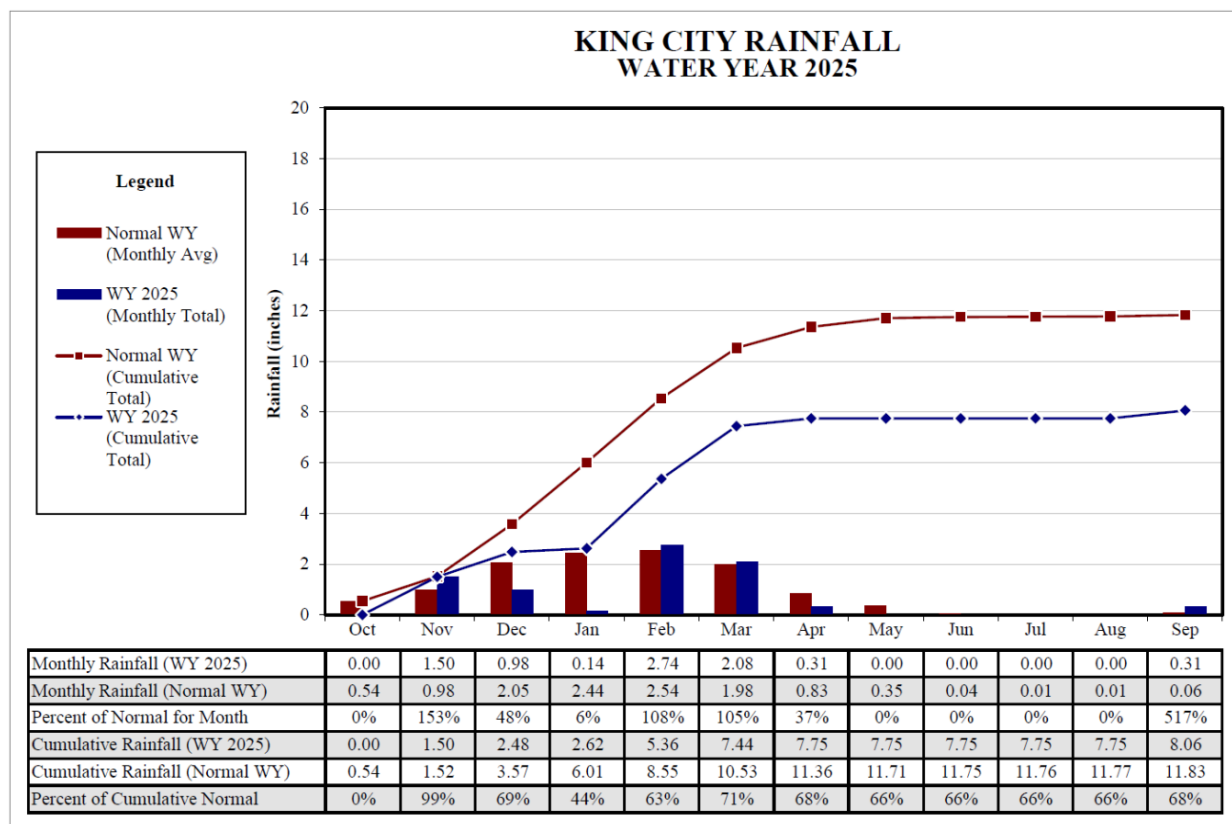


Figure 3: King City Rainfall for Water Year 2025

## Reservoir Storage

At the end of the fourth quarter of WY25, storage at Nacimiento Reservoir on September 30, 2025 was 139,325 acre-feet, which is 76,265 acre-feet lower than on the same day in September 2024. Storage in San Antonio Reservoir on September 30, 2025 was 170,610 acre-feet, which is 74,290 acre-feet lower than on the same day in September 2024.

Reservoir	September 30, 2025 (WY25) Storage in acre-feet	September 30, 2024 (WY24) Storage in acre-feet	Difference in acre-feet
Nacimiento	139,325	215,590	-76,265
San Antonio	170,610	244,900	-74,290

Graphs showing daily reservoir storage for the last five water years, along with 30-year average daily storage for comparison, are included as Figure 4 and Figure 5.

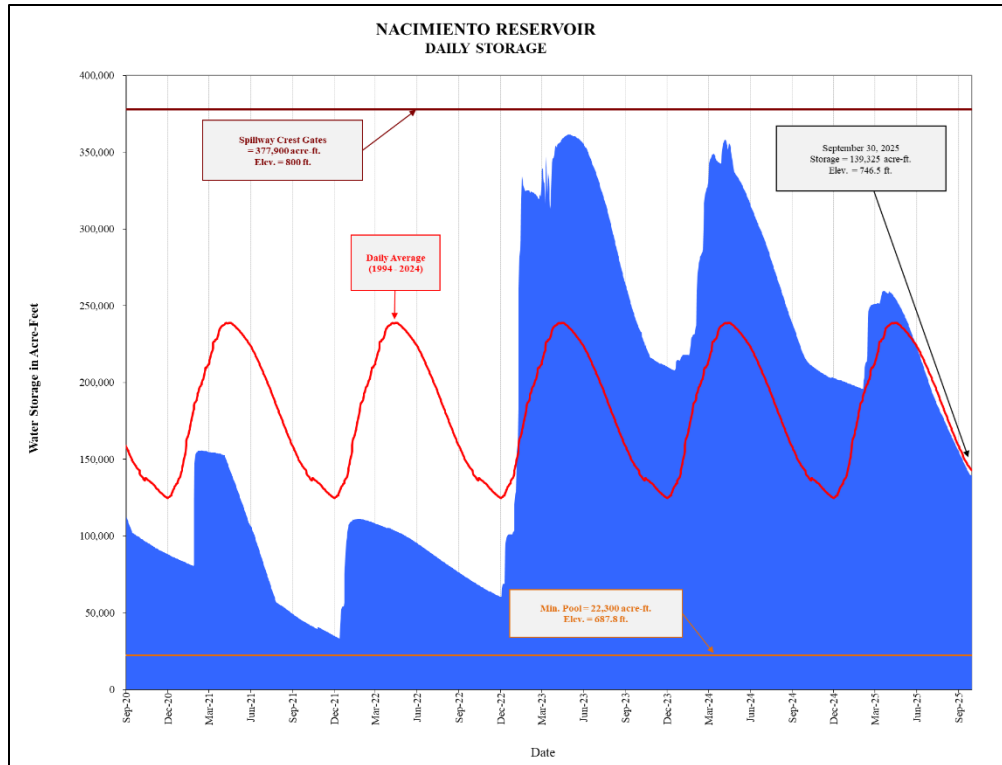


Figure 4: Nacimiento Reservoir Storage for Last Five Years

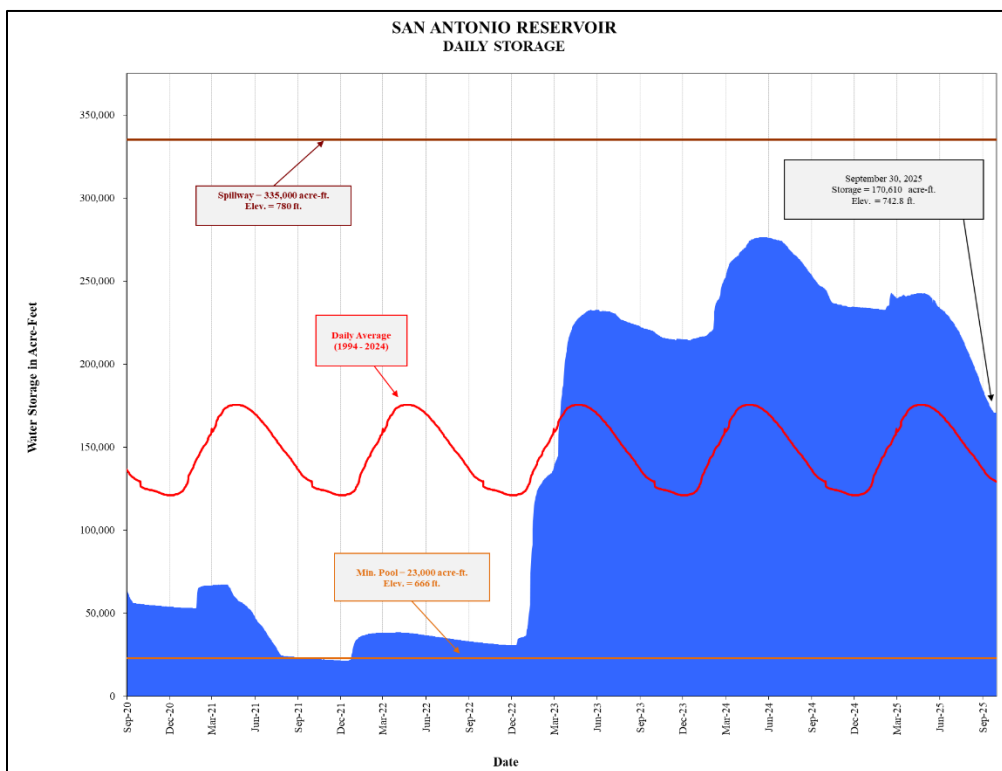


Figure 5: San Antonio Reservoir Storage for Last Five Years

## Streamflow

The Salinas River is predominately a losing stream, meaning streamflow moves from the streambed into the underlying aquifers. The U.S. Geological Survey maintains several streamflow gages throughout the Salinas River watershed that continuously measure discharge or flow in the river (Figure 1). Figure 6 shows mean daily flow, in cubic feet per second, from select gages on the Salinas River and Arroyo Seco for the last five years (WY 2021-2025) and the current water year (WY25).

Streamflow recorded during the fourth quarter of WY25 can be attributed to conservation and environmental releases from the Nacimiento and San Antonio Reservoirs, as is evidenced by the consistent streamflow measurements during the fourth quarter of WY25. The conservation releases from the Nacimiento and San Antonio Reservoirs support groundwater recharge and Salinas River Diversion Facility operations, while environmental releases support fish and wildlife habitat.

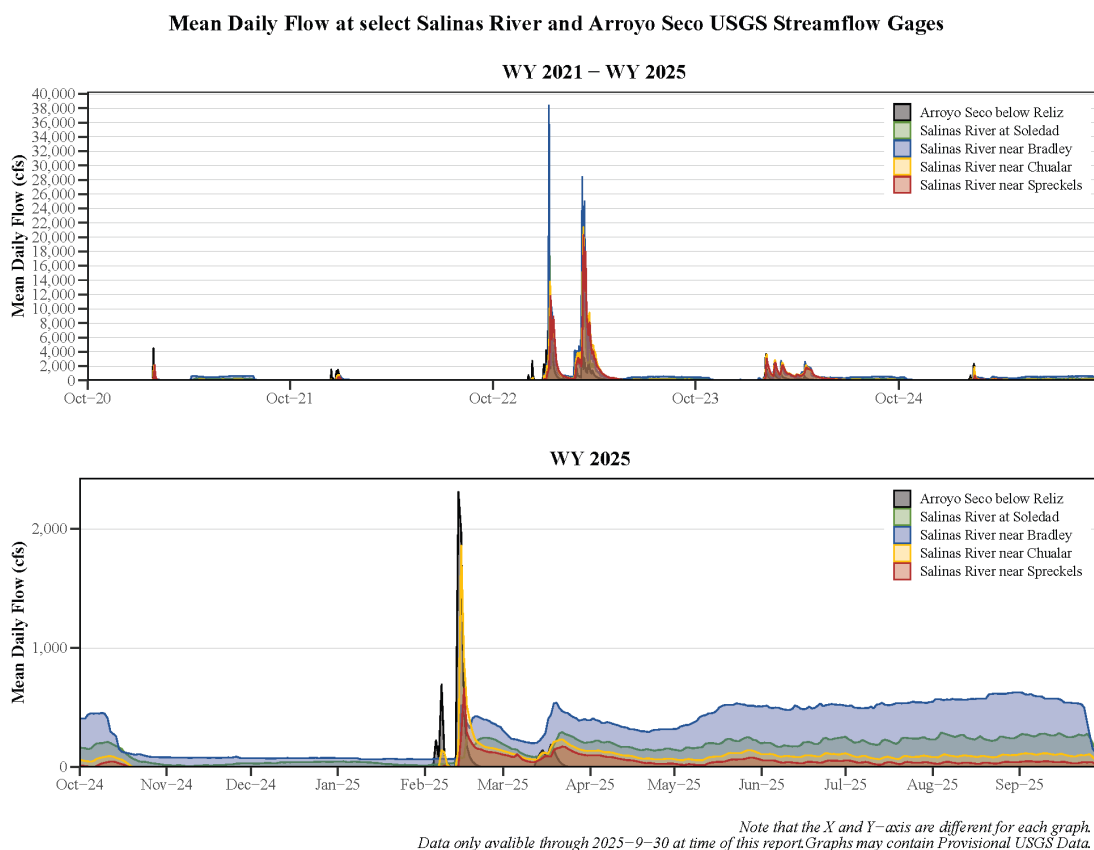


Figure 6: Mean Daily Flow at Selected Stream Gages

## Groundwater Elevations

Groundwater elevation data provides insight into how an aquifer or subarea responds to hydrologic conditions over time, such as changes in precipitation and reservoir releases. A one-year comparison can show the short-term effects of a single wet or dry year while a long-term comparison will help provide information on general trends in groundwater storage and demonstrate effects that occur on a longer time scale as surface hydrology interacts with the underlying geology. Subareas or aquifers will respond differently to these hydrologic conditions. For example, groundwater elevations in shallower aquifers may respond more quickly to a wet season while aquifers that are confined, deeper, or more depleted may take longer to show a response to hydrologic conditions. Changes in groundwater elevations within a confined aquifer will also occur in response to groundwater pumping demands.

More than 130 wells are measured monthly throughout the Salinas Valley to monitor seasonal groundwater elevation fluctuations. Data from approximately 50 of these wells are used in the preparation of this report (Figure 1). The measurements are grouped by hydrologic subarea, averaged, and a single groundwater elevation value for the wells within each subarea is graphed to compare current groundwater elevations (WY25) with past conditions. Graphs for individual subareas, showing the current year's groundwater elevation conditions, last year's conditions (WY24), and the range between wet conditions (WY99) and dry conditions (WY15) are found in the following sections. No groundwater elevation data are available for July 2025 due to funding constraints during that period that precluded data collection from occurring.

For comparison to long term conditions, a curve showing monthly groundwater elevations averaged over the most recent 30 years (WY95-WY24) is included on each graph. The Deep Aquifers graph (Figure 9) does not include a 30-year average because there is not yet a 30-year period of record to make that comparison. Table 1 provides a summary of the groundwater elevation trends for September 2025 in units of feet relative to mean sea level (ft-msl), with additional detail provided on Figures 7-12.

**Table 1: Groundwater Elevation Trends Summary for September 2025**

Subarea/Aquifer	September 2025 Groundwater Elevation (ft-msl)	Change during Fourth Quarter	One Year Change	Difference from 30-Year Average Elevation
180-Foot Aquifer	4 ft-msl	Down 2 feet	Down <1 foot	Up 3 feet
400-Foot Aquifer	-6 ft-msl	No change	Up 2 feet	Up 7 feet
Deep Aquifers	-37 ft-msl	Down 6 feet	Down 2 feet	Not applicable
East Side	-24 ft-msl	Down 2 feet	Up 7 feet	No change
Forebay	159 ft-msl	Down 4 feet	Down 3 feet	Up 4 feet
Upper Valley	316 ft-msl	Down <1 foot	Down <1 foot	Up 4 feet

## 180-Foot Aquifer

Over the last quarter, groundwater elevations decreased 2 feet in the 180-Foot Aquifer (Figure 7). Groundwater elevations for September 2025 are down less than one foot compared to September 2024 and are up three feet from the 30-year average.

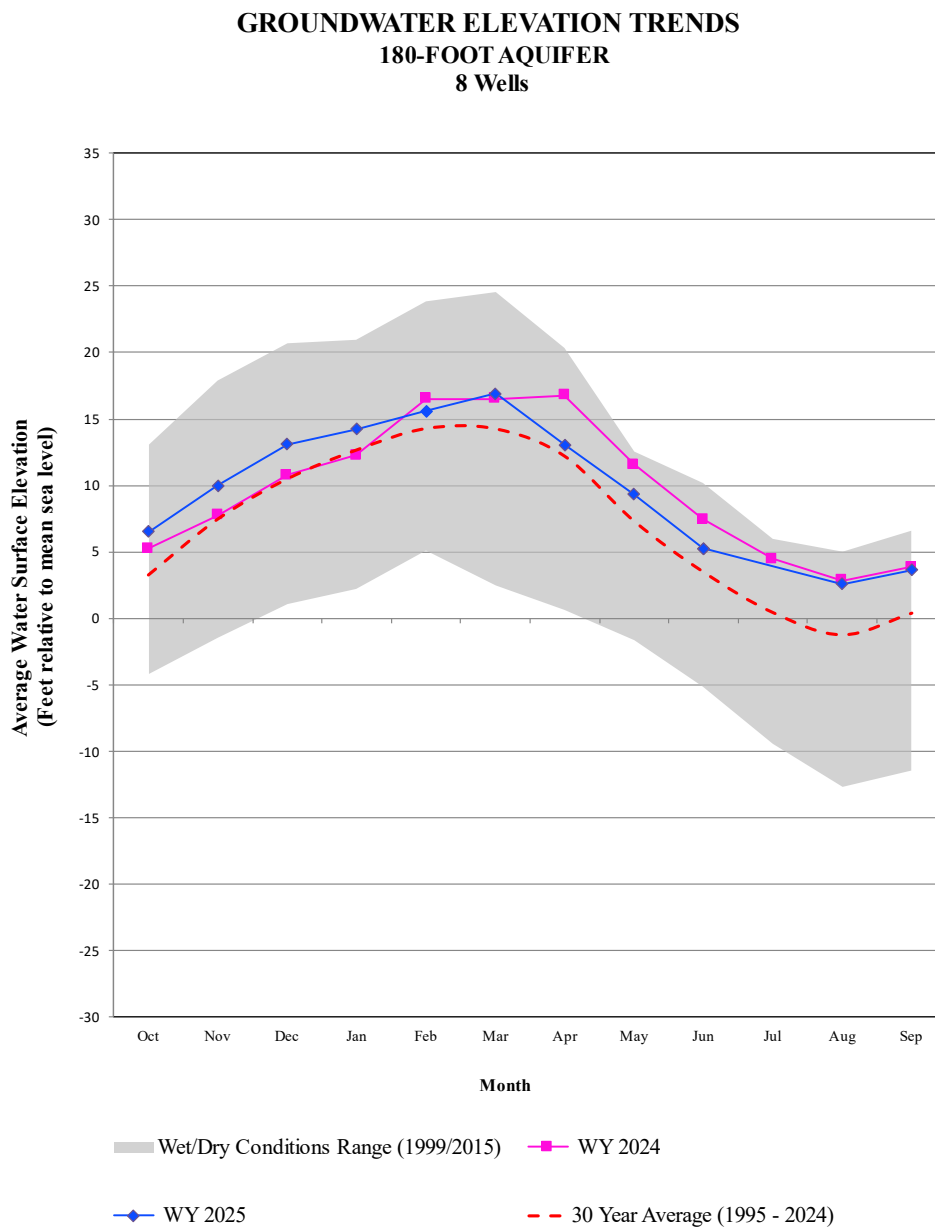


Figure 7: Groundwater Elevation Trends for the 180-Foot Aquifer

## 400-Foot Aquifer

Groundwater elevations in the 400-Foot Aquifer showed a seasonal decline in August and an increase in September, resulting in no net change in groundwater elevation over the fourth quarter of WY25- Foot Aquifer are the same. (Figure 8). Groundwater elevations for September 2025 are up two feet compared to September 2024 and up seven feet from the 30-year average.

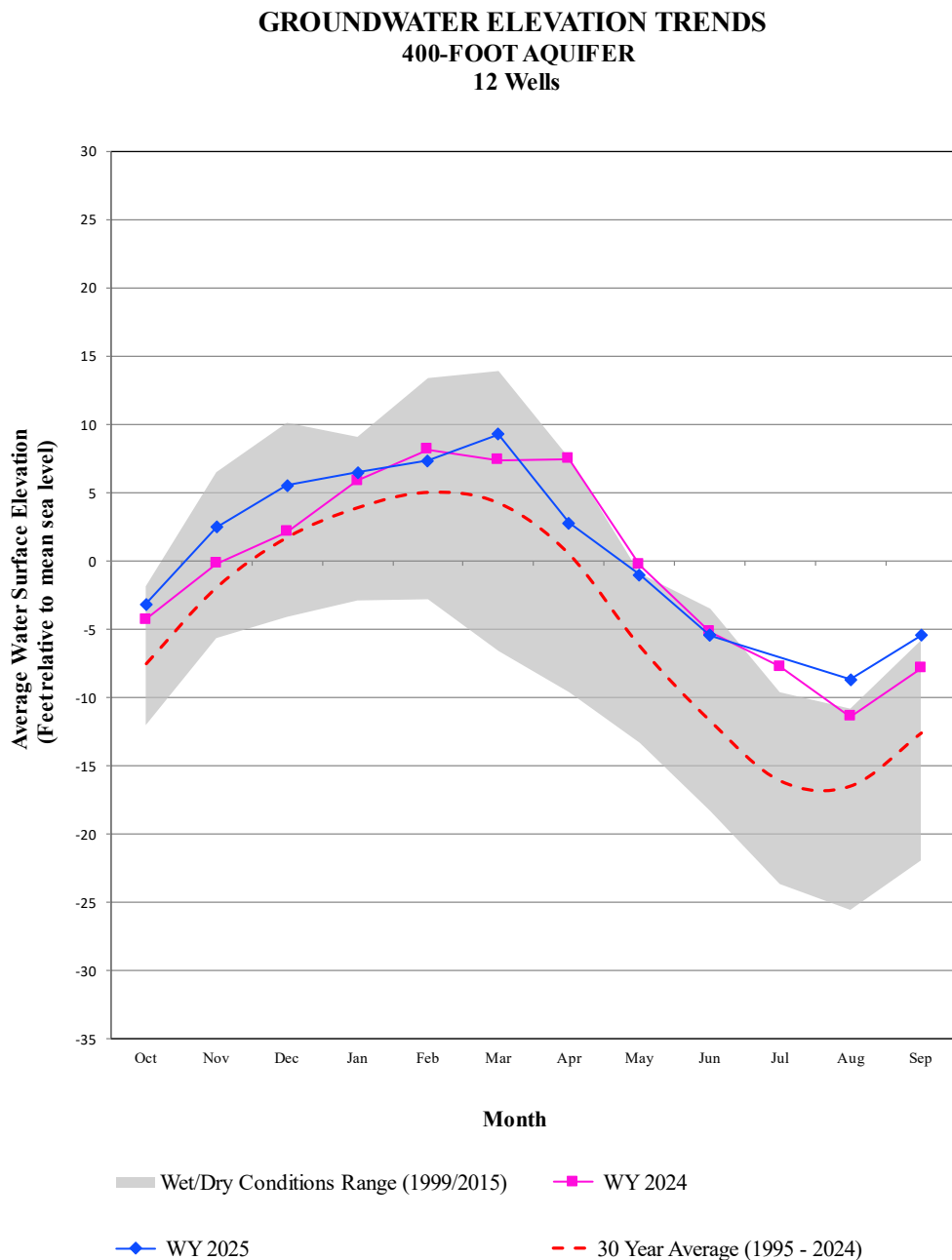


Figure 8: Groundwater Elevation Trends in the 400-Foot Aquifer

## Deep Aquifers

Over the last quarter, groundwater elevations decreased six feet in the Deep Aquifers, which is consistent with prior observations resulting from seasonal pumping (Figure 9). Groundwater elevations for September 2025 are down two feet compared to September 2024. Given the shorter period of record available for some of the wells monitored in the Deep Aquifers, a 30-year average cannot yet be calculated. In lieu of a long-term average, Figure 9 includes a 30-year time series graph with groundwater elevation data from the eleven wells Deep Aquifers wells that are utilized for this report to show the seasonal and long-term trends in these wells.

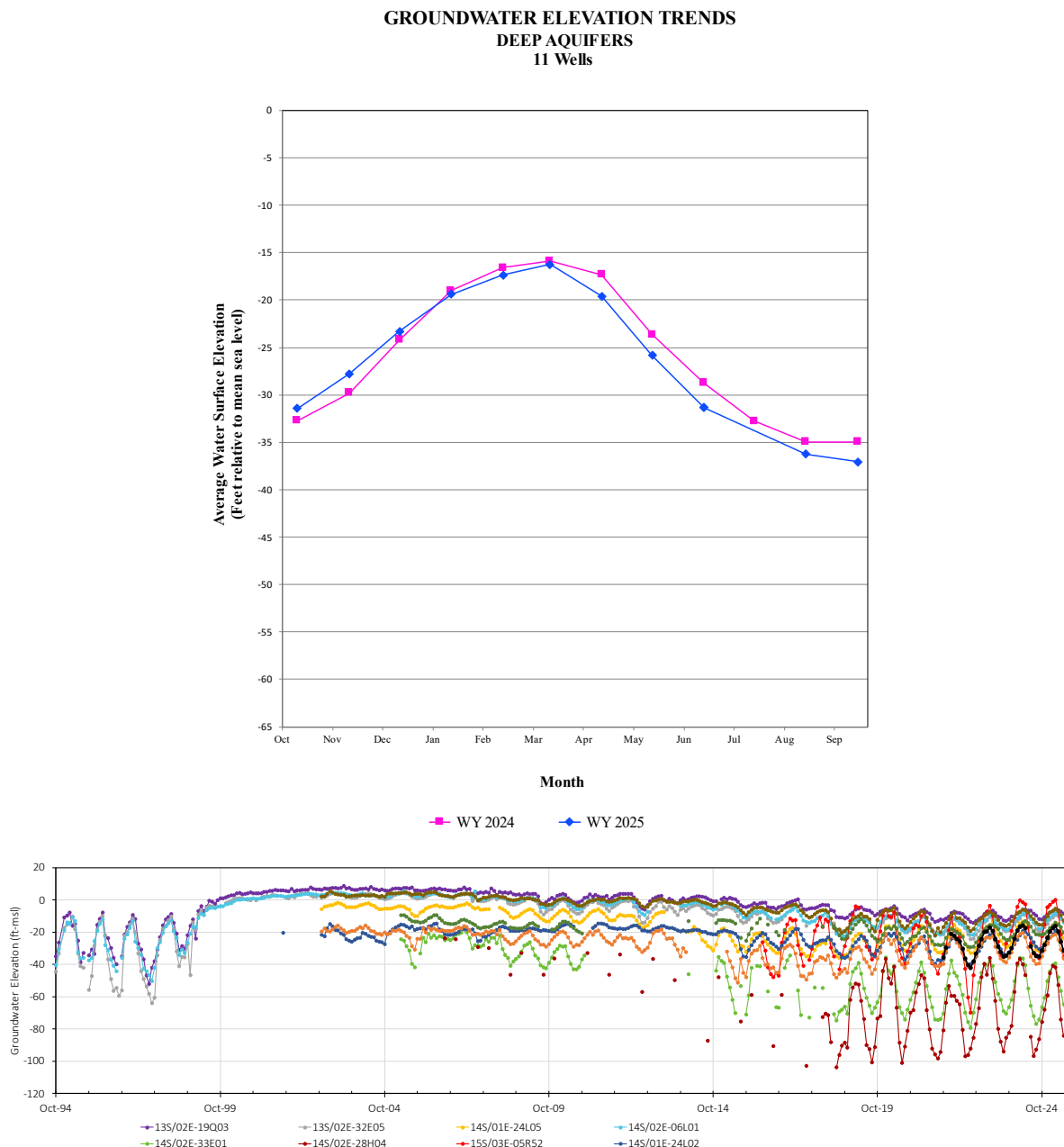


Figure 9: Groundwater Elevation Data from the Deep Aquifers Quarterly Report Wells

## East Side Subarea

East Side groundwater elevations decreased two feet over the last quarter (Figure 10). Groundwater elevations for September 2025 are up seven feet from September 2024 elevations and similar to the 30-year average.

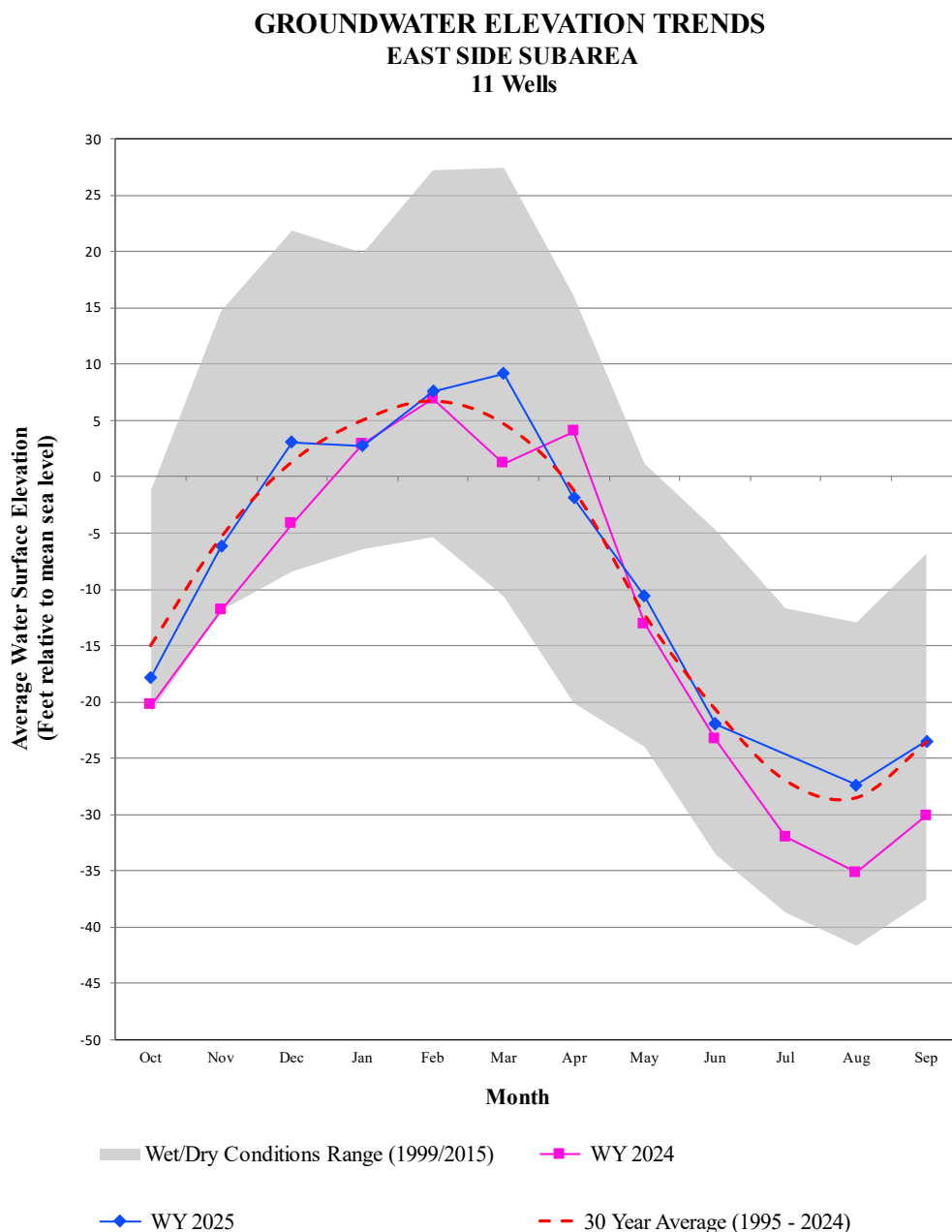


Figure 10: Groundwater Elevation Trends in the East Side Subarea



## Forebay Subarea

Over the last quarter, groundwater elevations have decreased four feet in the Forebay (Figure 11). Groundwater elevations for September 2025 are down three feet from September 2024 elevations and are up four feet from the 30-year average.

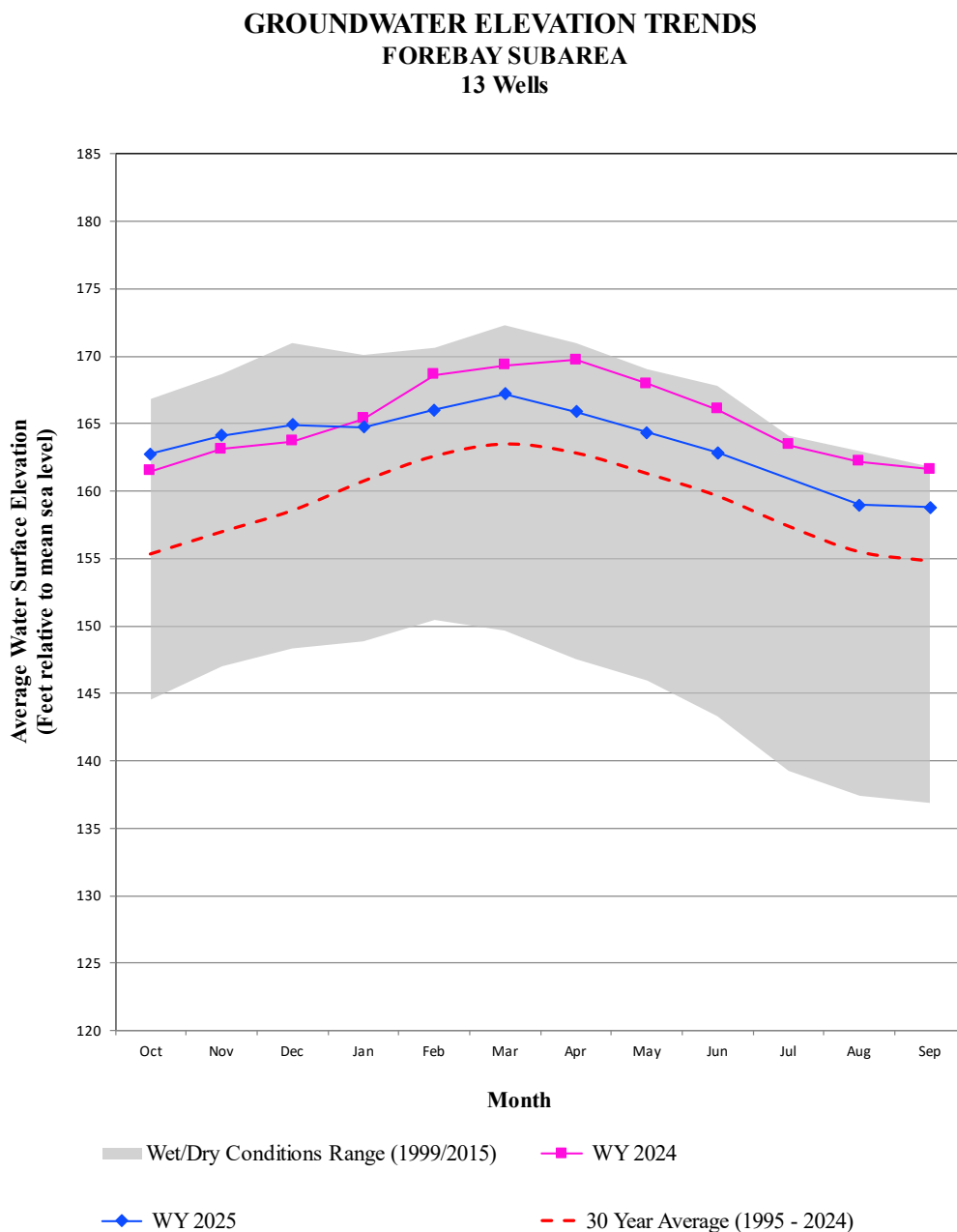


Figure 11: Groundwater Elevation Trends in the Forebay Subarea

## Upper Valley Subarea

Upper Valley groundwater elevations have decreased by less than one foot over the last quarter (Figure 12). Groundwater elevations for September 2025 are down less than one foot from September 2024 elevations and up four feet from the 30-year average.

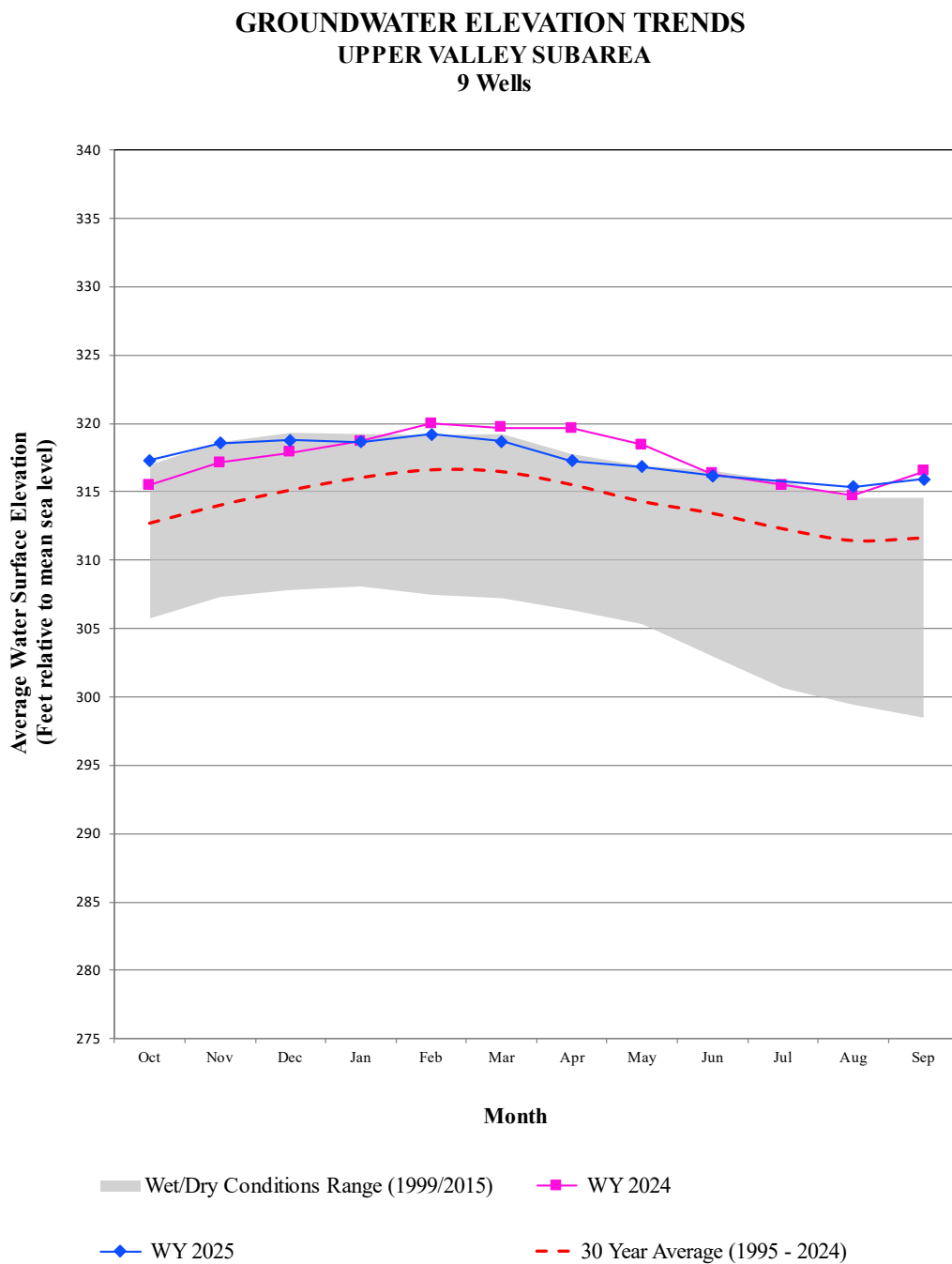


Figure 12: Groundwater Elevation Trends in the Upper Valley Subarea

Figure 13 shows the spatial distribution of changes in groundwater elevations from September 2024 to September 2025. Over the last Water Year, most of the monitored wells in all hydrologic subareas experienced no significant change in groundwater elevation, meaning that fluctuations were within five feet of the prior year's value. However, some localized variability in groundwater elevation trends was observed. In the East Side subarea, some wells experienced increases greater than 15 feet compared to the prior year, while some wells in the Deep Aquifers and Forebay subarea saw decreases between 5 and 15 feet.

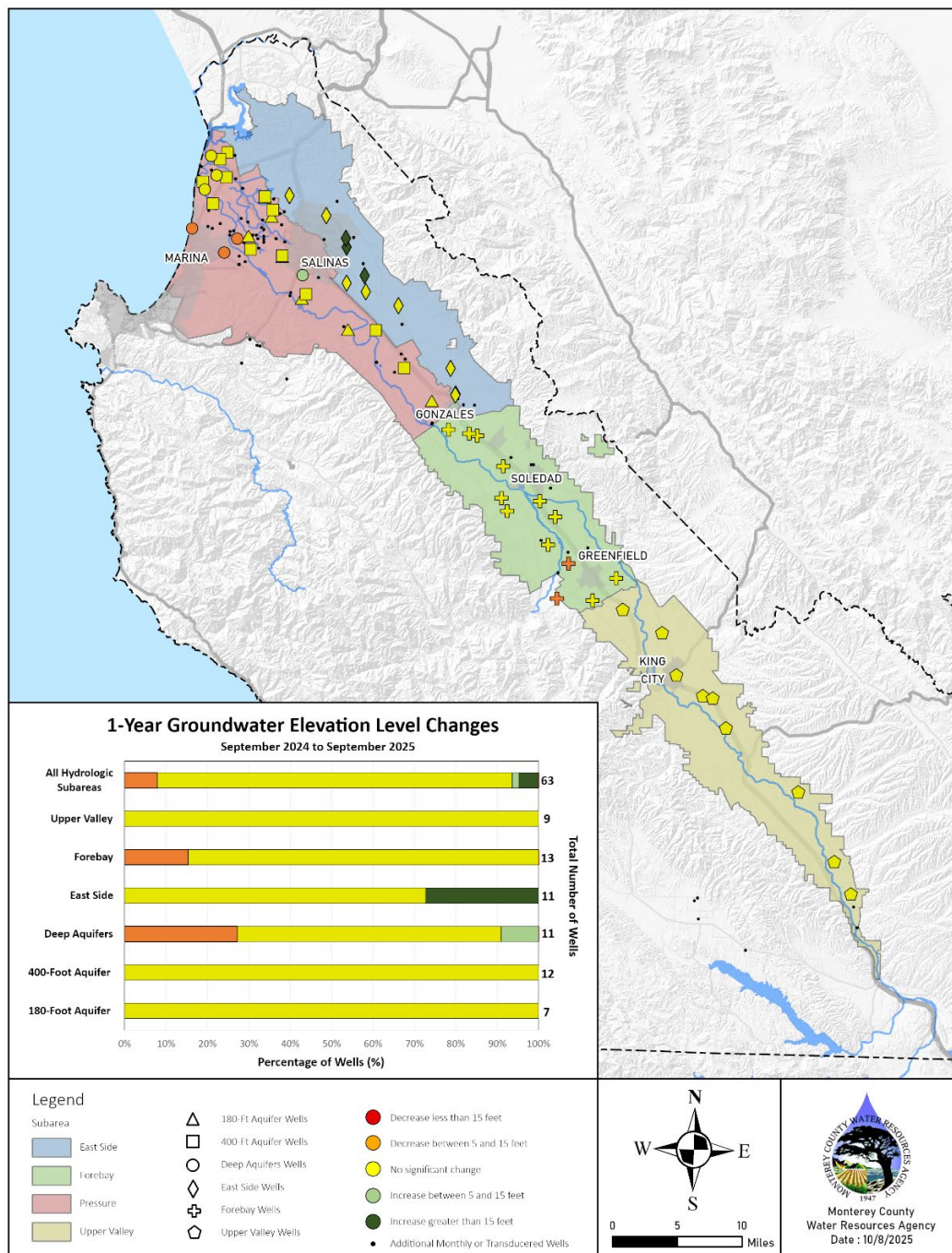


Figure 13: One-Year Groundwater Elevation Changes

## Depth to Groundwater vs Groundwater Elevation

Most of the figures in this report use groundwater elevation as a means of describing where groundwater was observed in a well. Using groundwater elevation to describe and analyze the regional groundwater surface allows for comparison of data to determine things such as direction of groundwater flow and groundwater gradient while removing well-to-well variability introduced by topography and well construction design. By measuring the depth to groundwater from a known and consistently used elevation at each well, often referred to as a reference point, it is possible to compare data between wells or to other relevant metrics, such as sea level. Groundwater elevation is calculated from the measured depth to groundwater using the reference point elevation and ground surface elevation. Figure 14 shows the relationship between the reference point and measured depth to water, along with how groundwater elevation is calculated.

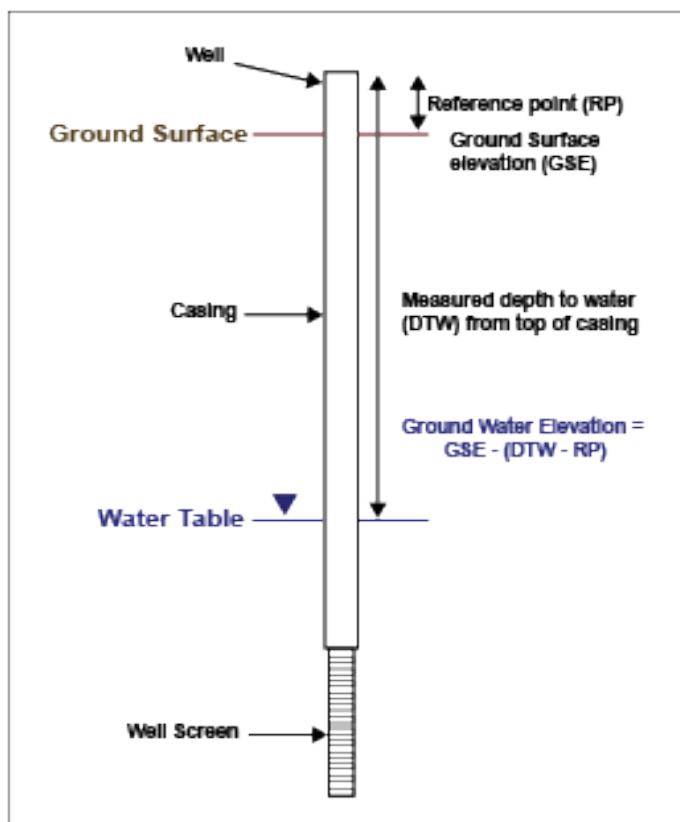
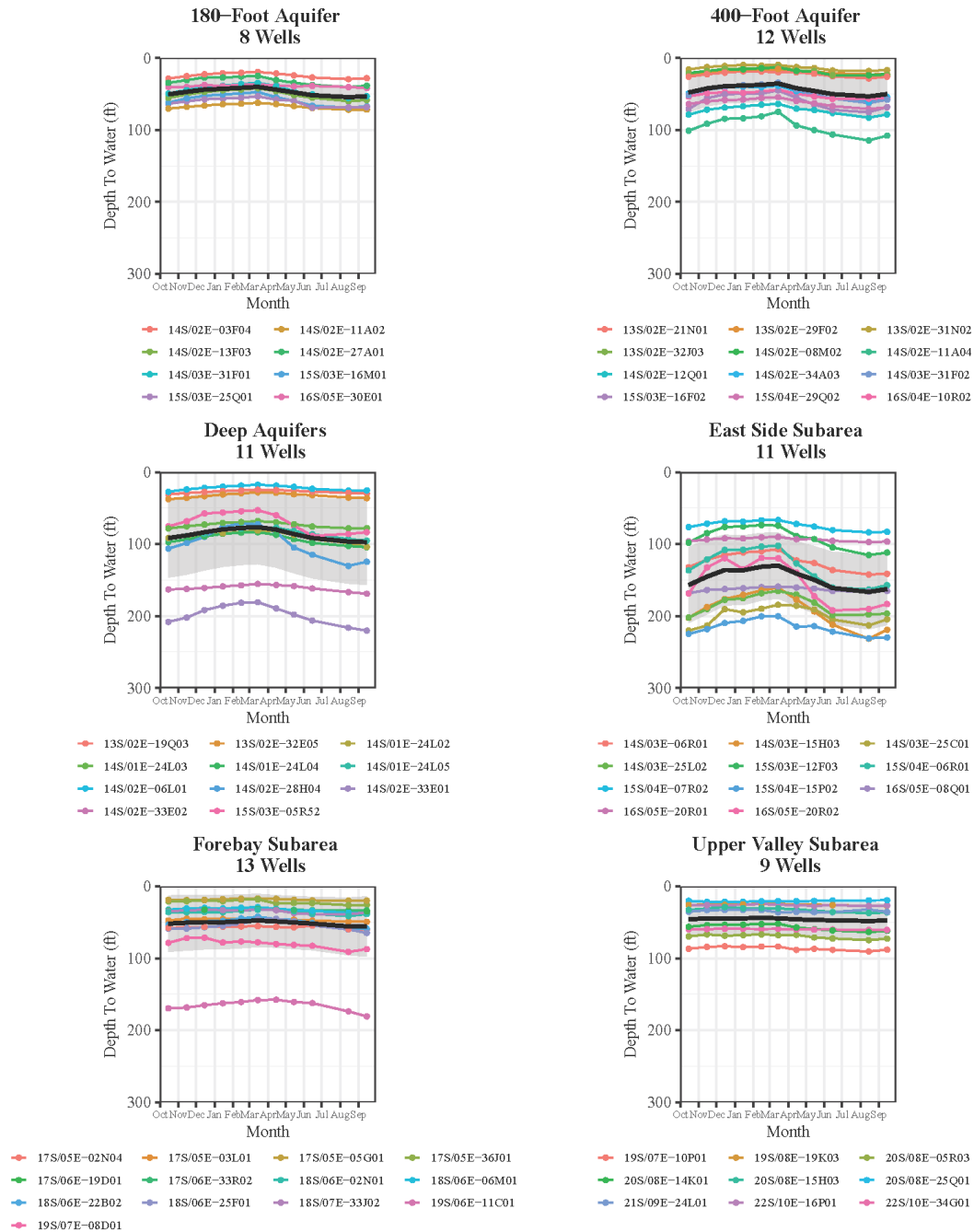


Figure 14: Relationship between Depth to Groundwater and Groundwater Elevation.

Figure 15 shows the depth to groundwater that was measured in each of the wells, within a given subarea, that is used for developing this quarterly water conditions report. As shown on Figure 15, there is a range of depth to water values within each subarea with some, like the East Side Subarea, having a wider range of measured values than others, like the 180-Foot Aquifer. The black line on each of the subarea graphs in Figure 15 is the average depth to groundwater for each set of wells. This value is converted from “depth to groundwater” to “groundwater elevation” by

accounting for the reference point and elevation of the ground surface and graphed as the blue “WY 2025” line on each of the preceding subarea-specific graphs (Figures 7-12). The range in depth to water values is the result of many factors (e.g., variations in topography, thickness of the aquifer, and the length of screen in the well) and illustrates the reason why groundwater elevation is the standard method for evaluating the groundwater system on a regional scale. However, the depth-to-water data have been included with this report as a means of demonstrating the methodology behind the groundwater elevation data that are used throughout the rest of the document.

## Depth to Groundwater in Quarterly Conditions Report Wells, WY 2025



Depth to Water is measured in feet below a standard reference point at each well. This may be close to, but not always equal to, the ground surface. The black line on each graph shows the average depth to water for each set of wells. The grey shaded area shows the standard deviation.

Figure 15: Depth to Groundwater in Wells Used for Quarterly Conditions Report, WY 2025



# County of Monterey

## Item No.18

### Board Report

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

**Legistar File Number: WRAG 25-180**

**November 17, 2025**

**Introduced:** 11/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

2025 Salinas River Discharge Measurement Series Report. (Staff: Ricardo Carmona)



## WATER RESOURCES AGENCY

# MEMORANDUM

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Monterey County

October 20, 2025

### 2025 Salinas River Discharge Measurement Series Results

#### Background

The Salinas River Discharge Measurement Series (River Series) is an annual streamflow measurement survey that provides information essential to understanding the hydrologic conditions under which reservoir releases and flows in the Salinas River are managed. The survey is typically conducted during the summer when precipitation is not a factor, natural flows have receded, and river flows are controlled by managed releases from Nacimiento and San Antonio reservoirs. During the River Series, reservoir releases are held constant, and discharge (streamflow) measurements are performed at multiple locations along the Salinas River within a discreet period of time. The discharge measurement values obtained are then analyzed to inform our understanding of the nature of the groundwater-surface water interaction along the channel.

#### 2025 River Series Overview

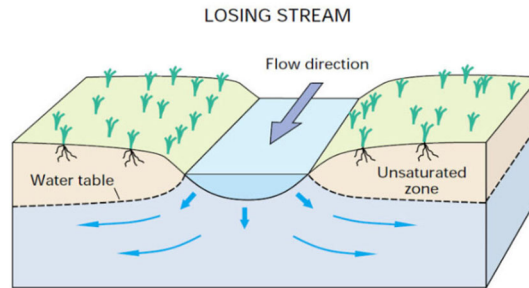
The 2025 River Series event occurred on August 25 and 26, 2025. Ten river discharge measurements were performed by Monterey County Water Resources Agency (Agency) and U.S. Geological Survey (USGS) staff. Overall, the 2025 River Series documented an entirely losing stream system with a total of 606 cubic feet per second (cfs), or 1,201 acre-feet per day, leaving the surface water system across the ninety-one sampled river miles (Figures 1 and 2).

The 2025 River Series measurements recorded an overall reduction in discharge along the length of the channel compared with the 2024 River Series; this observation represents an increase in total discharge loss<sup>1</sup> for a second consecutive year since 2023 and an apparent reversal of the decreasing trend that was documented in the 2017-2023 period. This report provides for further analysis of the reach-to-reach discharge rate variations, comparison to historical River Series events, and discussion of factors that may have influenced the 2025 River Series results.

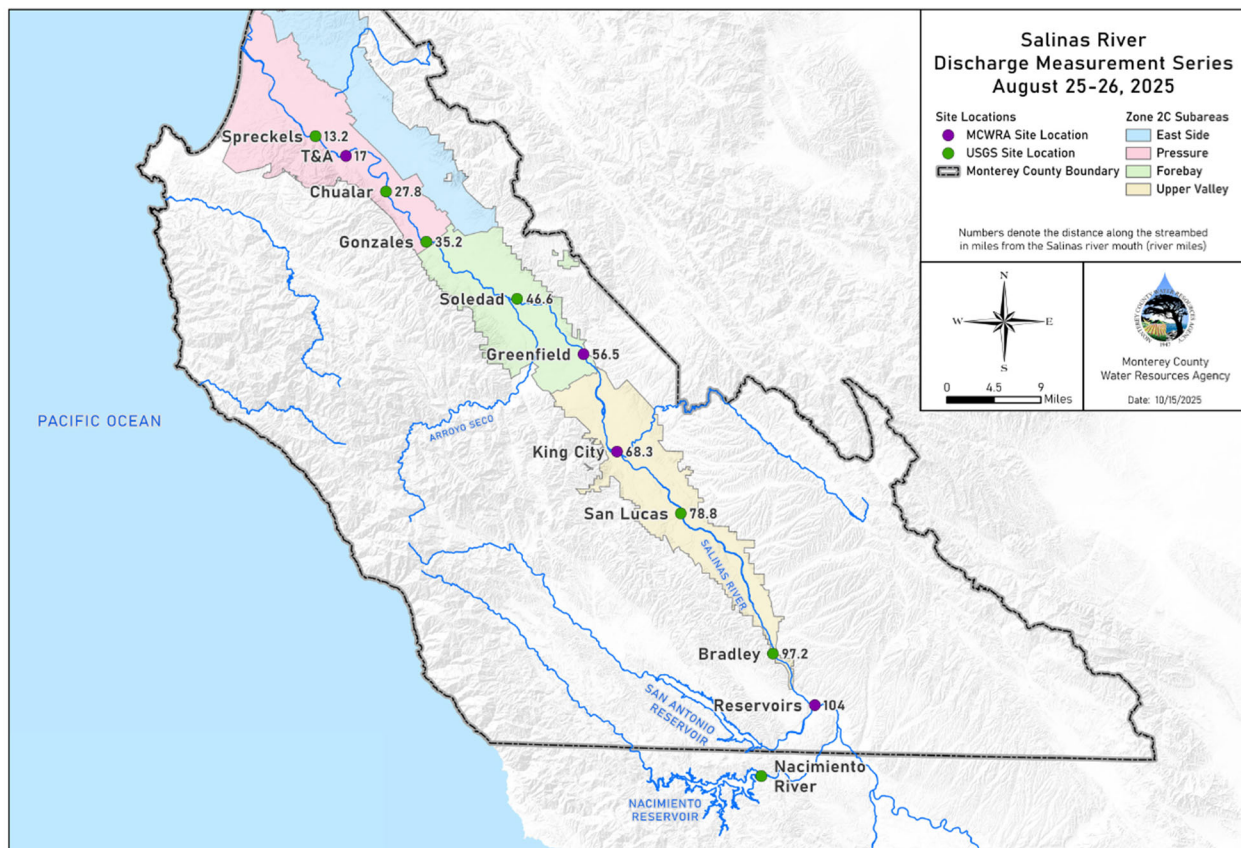
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<sup>1</sup> Discharge “loss” refers to discharge (streamflow) rates that decrease with distance from the reservoirs, indicating that surface water is moving into the groundwater system and/or moving from the land surface to the atmosphere through evapotranspiration.





**Figure 1. Conceptual illustration of a losing stream**



**Figure 2. Salinas River Discharge Measurement Series Site Locations**

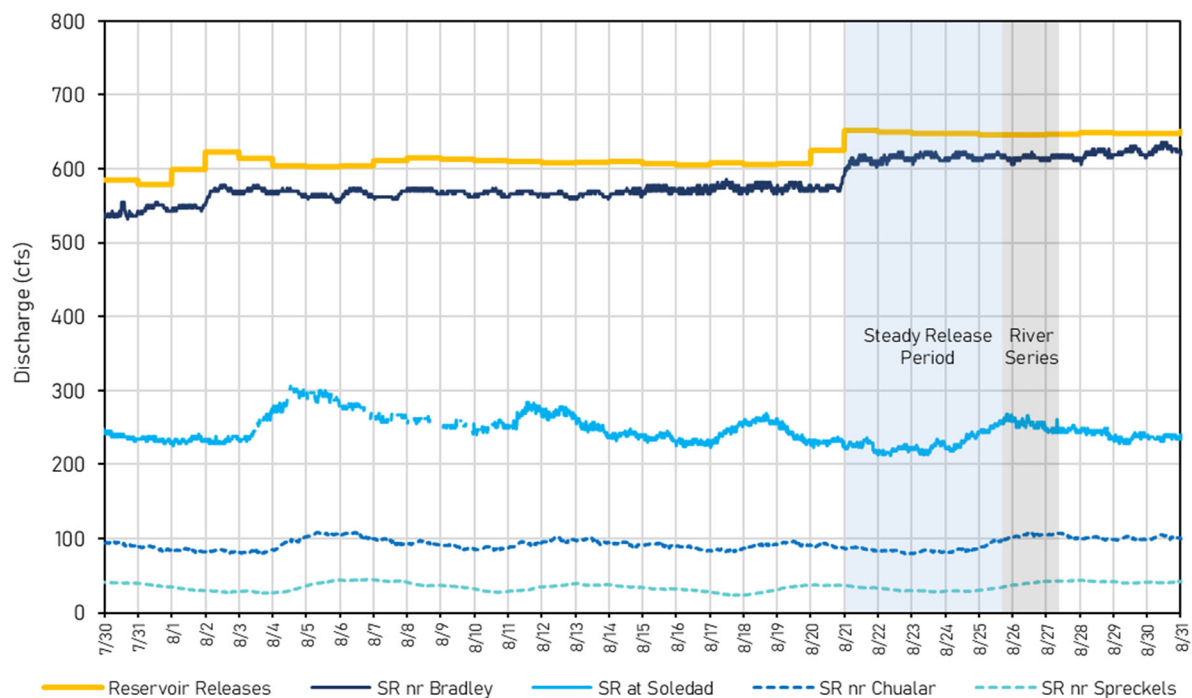
## **Procedures and Methods**

Measurements were collected from a total of 10 sample sites located downstream of Nacimiento and San Antonio Reservoirs, within the lower one hundred miles of the Salinas River watershed (Figure 2).

Combined reservoir releases were held near constant at approximately 646 cfs for five days prior to the River Series measurement event (Figure 3). This steady release is necessary to minimize the effect of fluctuating river flow, and it allows these variations to attenuate and move through the fluvial system prior to field personnel measuring the river discharge (River Series event). In this

way, the discharge measurements can more accurately be used to characterize the nature of the surface water-to-groundwater interaction along the Salinas River channel.

It should be noted that, during the month of August in 2025, there was no measurable precipitation recorded<sup>2</sup> that could have influenced the river discharge measurements; in addition, the USGS gauge located in Paso Robles, upstream from the reservoir releases, did not record any discharge during the entire month of August in 2025.



**Figure 3. August 2025 Reservoir Releases and Salinas River Discharge at USGS Gages**

Agency and USGS staff coordinated field efforts so that USGS routine monthly calibration discharge measurements coincided with Agency River Series measurements. USGS staff performed measurements at four established USGS automated gaging stations located near Bradley (river mile 97.2), Soledad (rm 46.6), Chualar (rm 27.8) and Speckles (rm 13.2). USGS staff also performed measurements at two other locations, San Lucas (rm 78.8) and Gonzales (rm 35.2). Agency staff performed measurements at the following sites: King City (rm 68.3), Greenfield (rm 56.5) and T&A, a site approximately two miles south of Spreckels (rm 17.0). Figure 2 displays the geographic distribution of each of these locations.

All Agency measurements were performed using an acoustic doppler velocimeter. USGS measurements were collected using either an acoustic doppler velocimeter or an acoustic doppler current profiler.

<sup>2</sup> King City Weather Station, as provided by the National Weather Service (NOAA; <https://scacis.rcc-acis.org/>)

## Discharge Observations and Analysis

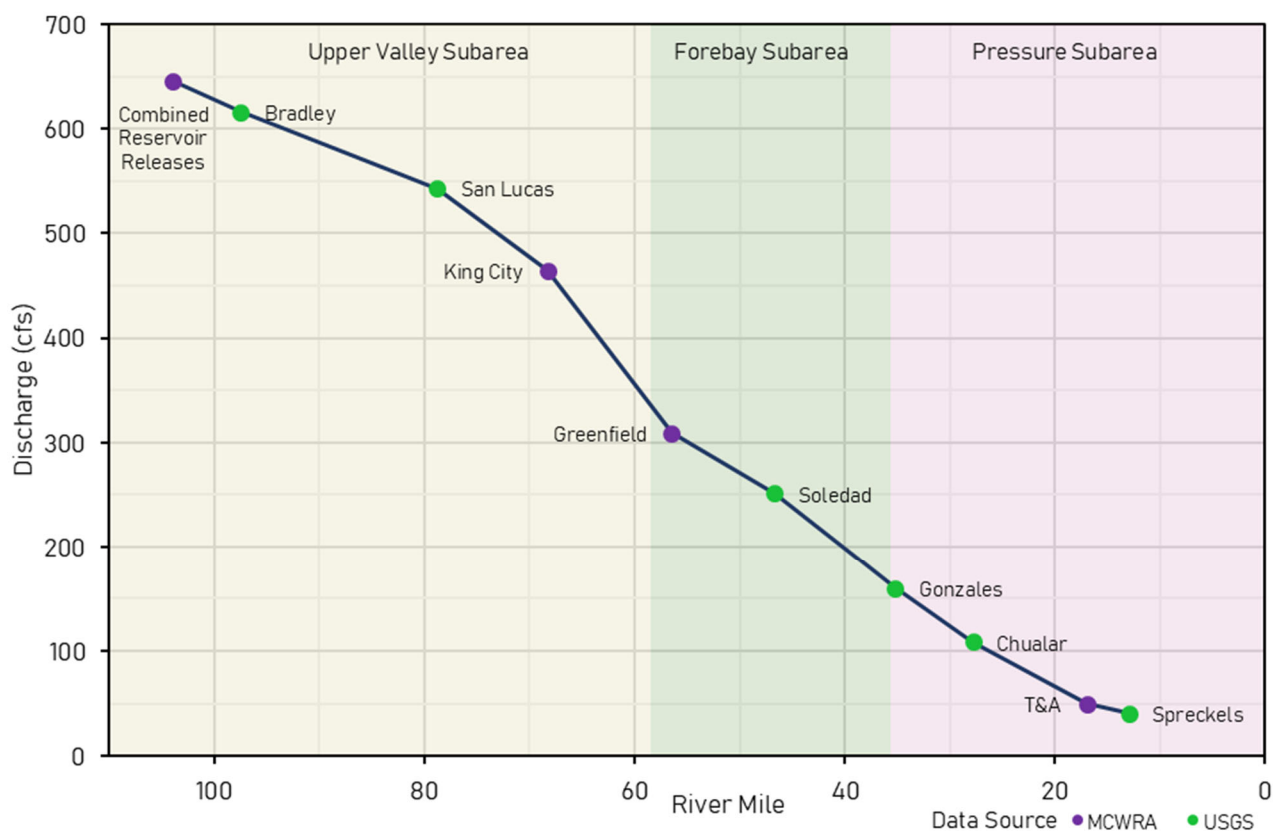
Discharge (Q) results for each site are summarized in Table 1 and graphed by river mile (RM) in Figure 4. The changes in discharge ( $\Delta Q$ ) between measurement sites, referred to as a ‘river reach’ and reach-to-reach loss rates ( $\Delta Q/RM$ ) are summarized in Table 2.

Measurement Site Name	River Mile (RM)	Measurement			Discharge Q (cfs)
		Date	Time	Source	
San Antonio Reservoir		8/25/2025	12:00	MCWRA	375 <sup>(a)</sup>
Nacimientto Reservoir		8/25/2025	16:21	USGS	271 <sup>(b)</sup>
Combined Reservoirs	104	8/25/2025	-	-	646 <sup>(c)</sup>
Bradley	97.5	8/26/2025	08:50	USGS	616
San Lucas	78.8	8/26/2025	10:35	USGS	543
King City	68.3	8/26/2025	10:23	MCWRA	465
Greenfield	56.5	8/26/2025	09:15	MCWRA	309
Soledad	46.7	8/26/2025	12:44	USGS	251
Gonzales	35.2	8/26/2025	14:28	USGS	160
Chualar	27.8	8/26/2025	10:28	USGS	109
T&A	17	8/26/2025	15:36	MCWRA	50
Spreckels	13	8/26/2025	13:17	USGS	40

<sup>a</sup> Reservoir releases as reported by the Agency

<sup>b</sup> Nacimientto USGS Gage Station

<sup>c</sup> Combined release from San Antonio releases and Nacimientto USGS Station



**Figure 4. Discharge Measurement Series Results for the 2025 Salinas River Series**

<b>Table 2. 2025 Discharge Loss Rates by River Reach</b>					
<b>River Reach</b>	<b>Upstream River Mile</b>	<b>Downstream River Mile</b>	<b>Reach Length (miles)</b>	<b>ΔQ (cfs)</b>	<b>ΔQ/RM (cfs/mile)</b>
Reservoirs - Bradley	104	97.5	6.5	30	4.6
Bradley - San Lucas	97.5	78.8	18.7	73	3.9
San Lucas - King City	78.8	68.3	10.5	78	7.5
King City - Greenfield	68.3	56.5	11.8	156	13.2
Greenfield - Soledad	56.5	46.7	9.8	58	5.9
Soledad - Gonzales	46.7	35.2	11.5	91	7.9
Gonzales - Chualar	35.2	27.8	7.4	52	7.0
Chualar - T&A	27.8	17	10.8	59	5.4
T&A - Spreckels	17	13	4	10	2.4
Chualar - Spreckels *	27.8	13	14.8	68	4.6

\* Included for comparison of loss rates discussed in text

During the April through October conservation season, Salinas River flow is predominantly maintained by the modulated release of accumulated winter and spring inflow that is stored in Nacimiento and San Antonio Reservoirs. The Salinas River is predominantly a losing stream, meaning the amount of discharge decreases downstream as water from the river recharges the underlying aquifers, evaporates, is diverted from the river, or is taken up by riparian vegetation. By contrast, a gaining stream would show an increase in the amount of discharge downstream as groundwater was discharged into the surface water system. The data presented in Table 1 and Figure 4 show a uniform pattern of decreasing discharge from the reservoirs to Spreckels, indicating that the Salinas River is an entirely losing stream for the sampled portion of the river during the 2025 River Series.

### **River Discharge Loss Rate**

Calculated as the difference between the combined reservoir releases and the discharge measured at the furthest downstream Spreckels site, the total discharge lost over the 91 miles of the River Series is:

$$646 \text{ cfs} - 40 \text{ cfs} = 606 \text{ cfs}$$

Assuming that reservoir releases remained constant over a twenty-four-hour period, this loss rate can be converted to a daily volume. Using a conversion factor of 1 cfs to 1.9835 acre-feet/day (afd), this loss rate would equate to 1,201.2 acre-feet per day between the two ends of the sampled portion of the Salinas River:

$$1281.3 \text{ afd} - 80.1 \text{ afd} = 1,201.2 \text{ afd}$$

A total discharge loss of 606 cfs suggests that, on average, 5.8 cfs are lost along every river mile. However, discharge does not decrease uniformly throughout the measured system. Variations in loss rates across the different reaches are evident in loss rate hydrographs (

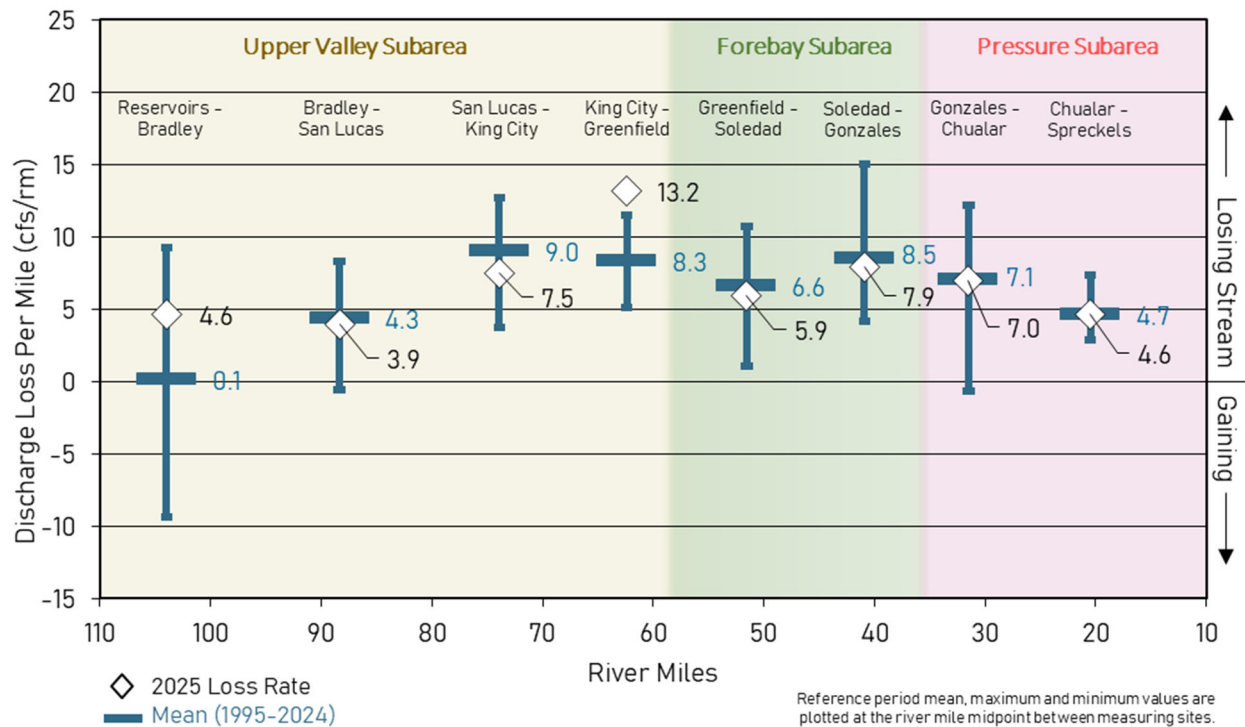


Figure 5). These hydrographs compare 2025 discharge loss rates per river mile ( $\Delta Q/RM$ ) to the mean loss rates for each reach. Mean loss rates are calculated using a reference period of 1995-2024, excluding years in which there was no River Series such as during the 2012-2016 drought period and 2022.

### Reach-to-Reach Analysis

This section presents reach-by-reach discharge loss rates observed from the 2025 River measurement series, provided in Table 3 and plotted in Figure 5.

Table 3. 2025 Discharge Loss Rates compared to historical data, by River Reach				
River Reach	2025	1995-2024 <sup>a</sup>		
	Loss Rate (cfs/rm)	Average Loss Rate <sup>a</sup> (cfs/rm)	Minimum Loss Rate [Year] (cfs/rm)	Maximum Loss Rate [Year] (cfs/rm)
Reservoirs - Bradley	4.6	0.1	-9.4 [2002]	9.3 [2007]
Bradley - San Lucas	3.9	4.3	-0.6 [2007]	8.3 [2002]
San Lucas - King City	7.5	9.0	3.8 [1998]	12.7 [2019]
King City - Greenfield	13.2	8.3	5.1 [2008]	11.5 [2017]
Greenfield - Soledad	5.9	6.6	1.0 [2024]	10.7 [2007]
Soledad - Gonzales	7.9	8.5	4.1 [2005]	15.0 [1998]
Gonzales - Chualar	7.0	7.1	-0.7 [1998]	12.2 [2018]
Chualar - Spreckels	4.6	4.7	2.8 [1995]	7.3 [2019]

<sup>a</sup> Historical data includes measurements collected in years 1995, 1998-2000, 2002-2005, 2007-2009, 2011, 2012, 2017-2021 and 2023-2024.

- **Upper Valley subarea**

- **Reservoirs-to-Bradley reach:** The reach between the confluence of the Reservoirs and Bradley in the Upper Valley is the only section of the Salinas River that has historically recorded significant gains in flow, indicated by negative loss rates observed in the past; this section of the river was considered to be a gaining reach before the 2012-2016 drought. River Series data show that this reach shifted to be a losing reach in 2017, a pattern that continues to present day including a loss rate of 4.6 cfs/rm recorded during the 2025 River Series.
- **Bradley-to-San Lucas reach:** This reach had a loss rate of 3.9 cfs/rm, slightly below its historical period average of 4.3 cfs/rm. This reach had the smallest loss rate observed during the 2025 measurement event.
- **San Lucas-to-King City reach:** This reach contains galleries of agricultural production wells in direct hydraulic communication with the Salinas River that can impact the overall discharge loss rate. During the 2025 River Series a discharge loss rate of 7.5 cfs/rm was measured, below its historical average (9.0 cfs/rm). Historically, this reach has the highest loss rates in the system, although during the 2025 measurement event, a higher loss rate was measured in the King City-to-Greenfield reach.
- **King City-to-Greenfield reach:** The 2025 loss rate for this reach (13.2 cfs/rm) was the highest measured in the system, notably above the historical average (8.3 cfs), also setting a new record high in loss rate for this reach.

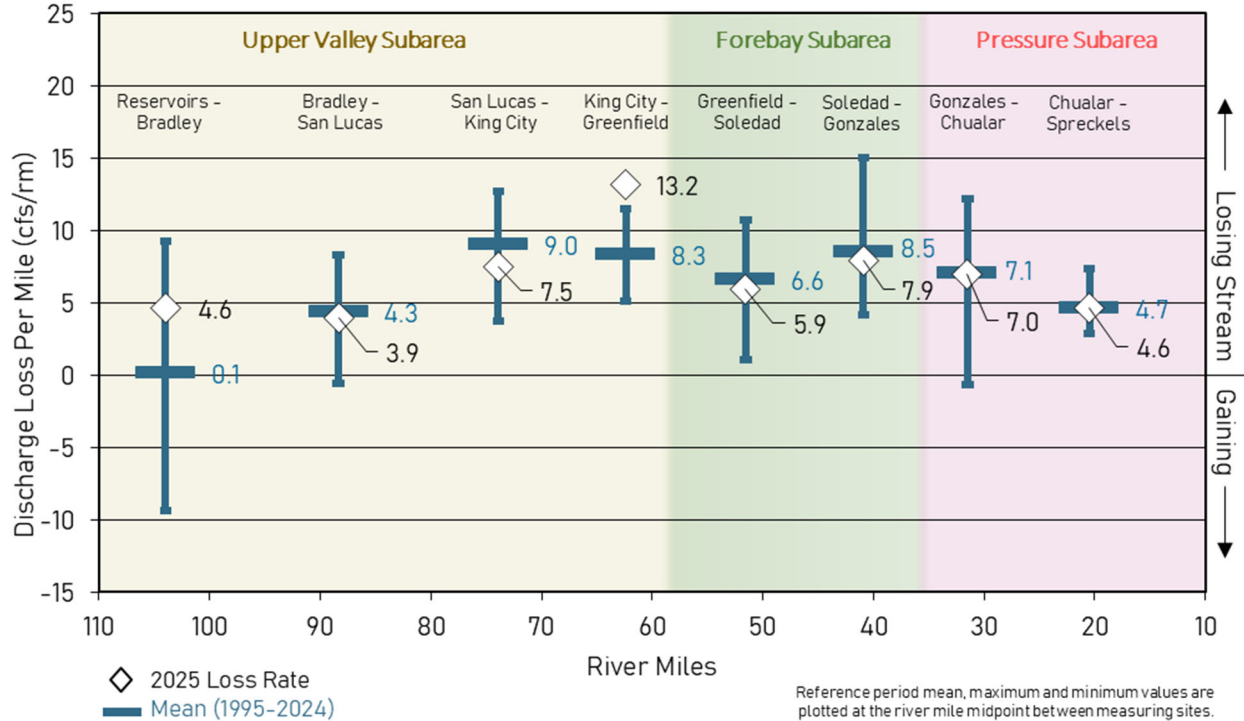
- **Forebay subarea**

- **Greenfield-to-Soledad reach:** A loss rate of 5.9 cfs/rm was measured in 2025, slightly under the average recorded in this reach (6.6 cfs). The Greenfield-Soledad reach discharge loss values are commonly influenced by the Arroyo Seco River system contributing groundwater to the aquifer in this reach; the Arroyo Seco stream converges with the Salinas River just south of Soledad, saturating the soil where the Salinas Valley and the Arroyo Seco Cone meet. In 2025, a dry-normal water year, Arroyo Seco gauge recorded 14,457 acre-feet of surface water, spread in discontinuous streamflow events between the months of January and March (Figure 7).
- **Soledad-to-Gonzales reach:** The loss rate recorded in the 2025 River Series (7.9 cfs/rm) was lower but comparable with the average for the reference period (8.5 cfs/rm).

- **Pressure subarea**

- **Gonzales-to-Chualar reach:** The loss rate recorded in the 2025 River Series (7.0 cfs/rm) was about the same as the reference period average value (7.1 cfs/rm).
- **Chualar-to-Spreckels reach:** This is the furthest downstream reach. It had a loss rate of 4.6 cfs/rm in 2025, practically matching its reference period average (4.7 cfs/rm). This reach is located over strata dominated by low permeability clay layers of the 180-

## Foot and /400-Foot Aquifers.



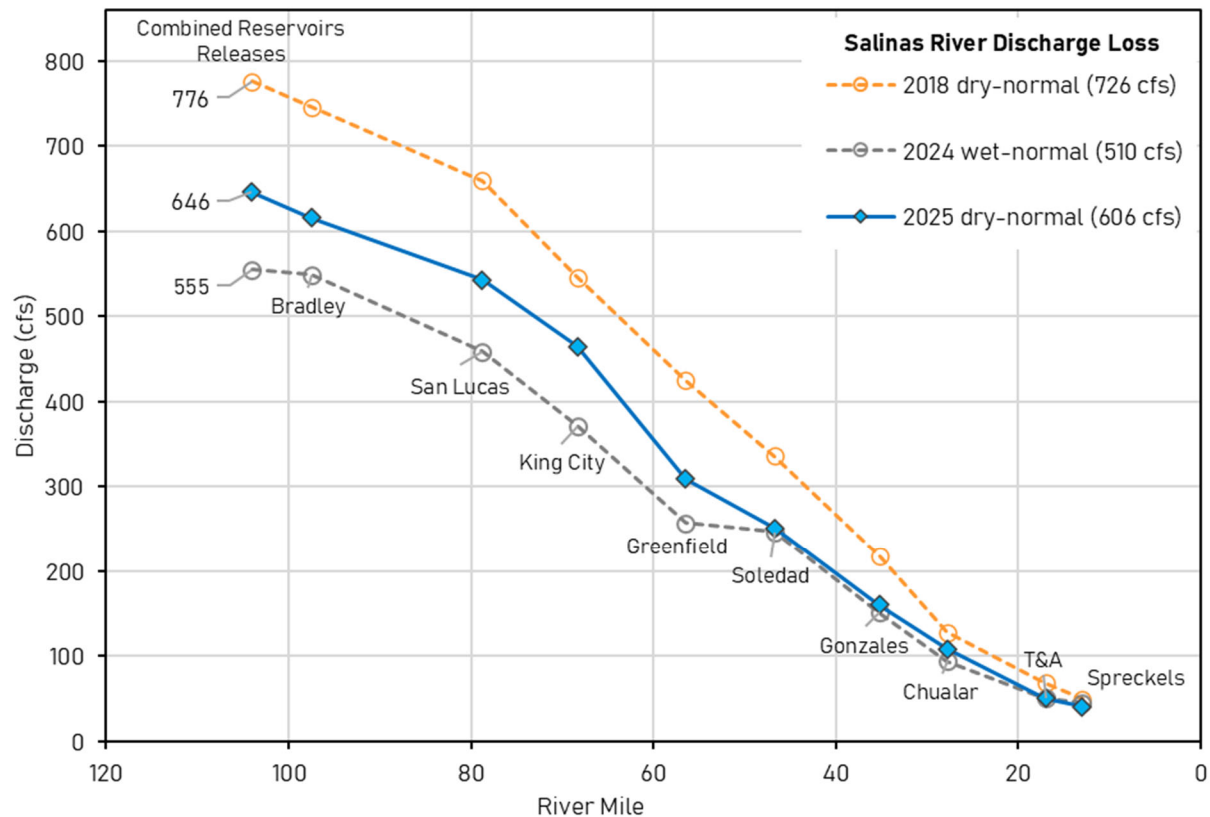
**Figure 5. Comparison of 2025 Reach-to-Reach Discharge Loss Rates to 1995-2024 Loss Rate Ranges**

Overall, most of the 2025 River Series reaches showed discharge loss rates that are comparable to their historical average rates. Specifically, 6 of 8 of the reaches in this report show loss rates that are slightly below their historical averages. The reaches standing out of this trend are Reservoir-Bradley and King City-Soledad, both showing discharge losses significantly greater than their historical averages.

### Total System Discharge Losses

The overall discharge lost during the 2025 River Series can also be compared with other River Series measurement. For comparison purposes, Figure 6 shows the discharge measurements collected along the sampled river miles along with those same measurements from recent years in which low and high total discharge loss were observed (2024 and 2018, respectively). The River Series data have been collected while reservoir releases and Salinas River flows were managed to achieve similar discharge rates at Spreckels, as shown by discharge profiles converging into a narrow grouping of values at the end of the graph, in the Spreckels location (between a maximum of 65 cfs measured in 2023 to a minimum of 21 cfs measured in 2020).





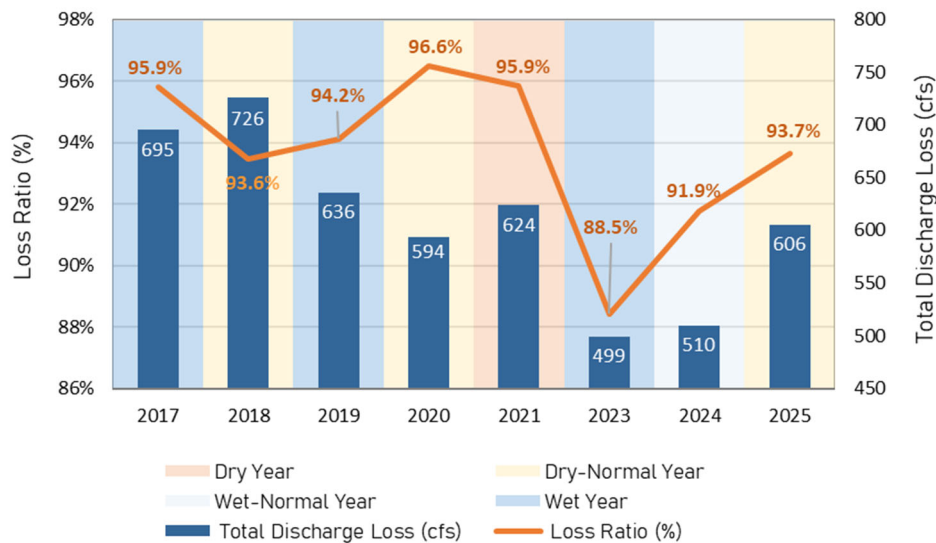
**Figure 6. Discharge loss between Reservoirs and Spreckels (Total discharge loss value in parentheses).**

Considering that the discharge rate of water released at the reservoirs is not constant every year, the estimated water loss in the fluvial system can also be compared in terms of discharge loss ratio between the initial discharge from the reservoirs and the rate measured at the end of the fluvial system in Spreckels (Table 4). Overall, 2025 was a dry-normal water year and combined reservoir releases during the River Series were 646 cfs, an increase compared to recent years, and an initial flow that is similar in magnitude to those releases in water years of the same water year type (dry, dry-normal years WY2020 and WY2021).

The resulting total discharge loss for the Salinas River in 2025 River Series is 606 cfs, a 93.8% loss ratio that represents an increase in total discharge loss for a second consecutive year since WY2023 (Figure 6-2).



<b>River Series Year</b>	<b>Water Year Type</b>	<b>Combined Reservoirs Release Discharge (cfs)</b>	<b>Spreckels Discharge (cfs)</b>	<b>Total Discharge Loss (cfs)</b>	<b>Discharge Loss Ratio (%)</b>
2017	Wet	725	30	695	95.9%
2018	Dry-Normal	776	50	726	93.6%
2019	Wet	675	39	636	94.2%
2020	Dry-Normal	615	21	594	96.6%
2021	Dry	650	26	624	95.9%
2023	Wet	564	65	499	88.5%
2024	Wet-Normal	555	45	510	91.9%
2025	Dry	646	40.4	606	93.8%



**Figure 6-2. Historical Total Discharge losses & Loss Ratios**

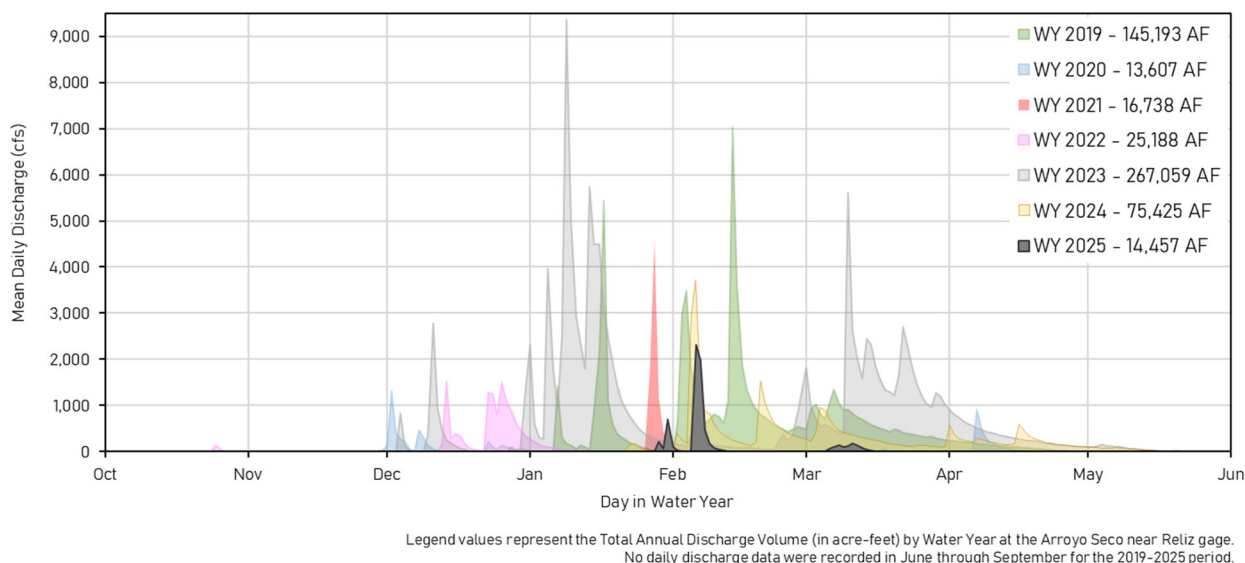
Several factors can impact flow and discharge loss in the Salinas River including weather, riparian vegetation, groundwater extractions, surface water diversions, the degree of aquifer depletion, expansion of irrigated farmland and antecedent moisture conditions which impact the degree of saturation in the subsurface. The overall 2025 discharge loss of 606 cfs is comparable to the losses measured in recent water years of the same type; it may be attributed predominately to a combination of the scarce rainfall recorded in WY 2025 (dry-normal water year) and the resulting increase in groundwater demand.

### **Natural Discharge**

One way to evaluate antecedent groundwater conditions is by looking at the water year type and timing of natural discharge in the system. While the River Series occurs in late summer, usually after several months of conservation releases, natural discharge can indicate the amount of groundwater recharge that occurred during the winter and spring recharge period. For example, frequent rainfall over an extended period of time allows for the subsurface to become saturated,

which promotes groundwater recharge, while times with episodic storms may only penetrate the top portion of the subsurface and potentially dry out before recharging the aquifers.

The frequency and intensity of natural discharge has been very different every year after the 2012-2016 drought, as illustrated by the mean daily discharge at the USGS Arroyo Seco near Reliz stream gage (Figure 7). In some years the Arroyo Seco had continuous discharge throughout the winter and spring seasons (WY 2017, 2023 and 2024) while other years only saw a few rain events that resulted in short periodic discharge (WY 2018, 2020, 2021 and 2022). In WY 2025 the Arroyo Seco near Reliz gage only recorded discontinuous discharge events between the end of January through March, accumulating the second smallest total annual discharge volume registered since the 2012-2016 drought (14,457 AF).



**Figure 7. Mean Daily Discharge by Water Year at the USGS Arroyo Seco near Reliz Gage**

Even though each of the 2017-2025 annual River Series events all documented an entirely losing stream system, the historical data show the frequency, duration, or magnitude of natural discharge does not directly correlate to the amount of discharge lost during the River Series, meaning that record-high volumes of natural discharge recorded during wet years did not change the overall surface water-to-groundwater interaction profile of the Salinas River. However, record-low volumes of natural discharge may locally impact the discharge loss measured in the River Series.

## **Groundwater Elevation Trends**

Another factor that can influence river discharge losses is the degree of aquifer depletion, which can be thought of as the long-term decline in groundwater levels due to an imbalance between water demand and groundwater replenishment. When groundwater levels are lower than average, more aquifer storage is available to accept recharge from the river system, which is reflected in higher discharge losses. Conversely, above average groundwater levels can contribute to diminishing discharge loss.

Figure 8 shows average groundwater elevations in the Forebay and Upper Valley subareas during the 2012-2016 drought and beyond, through WY2025; the Salinas River flow can influence groundwater levels in these two subareas more directly than in the Pressure subarea, where the 180-Foot and 400-Foot Aquifers below the Salinas Valley Aquitard are less connected to the surface water.

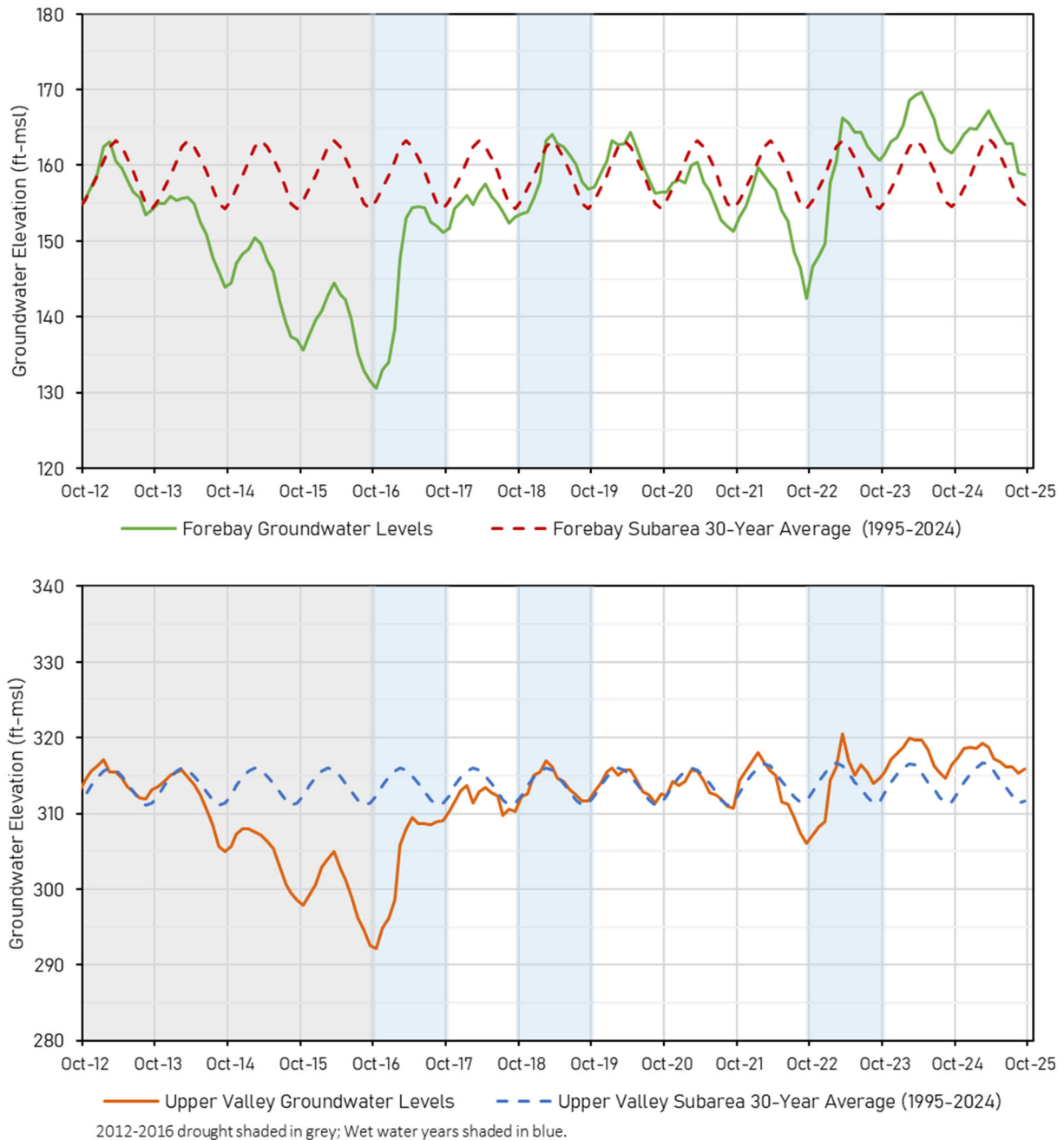
The first year of the 2012-2016 drought had a modest impact on groundwater levels, but from 2013 to 2016 groundwater levels saw steep declines. These declines were especially pronounced from WY2014 to WY2016, coinciding with a three-year cessation in Conservation Releases due to a lack of available water in storage.

In WY2017, the first wet year following the 2012-2016 drought, groundwater levels showed a rapid recovery, followed by a slower but continual recovery through WY2019. By WY2020, groundwater levels started to stabilize or slow in their recovery compared to the pre-drought levels. The return of groundwater levels to pre-drought levels<sup>3</sup>, indicated a lessening in the degree of aquifer depletion by WY2020. By WY2021, groundwater levels in the Forebay and Upper Valley Subareas started to decline again and by WY2022 the groundwater levels had decreased by over 10 feet in both subareas. This declining trend in groundwater levels shifted at the beginning of water year 2023 coinciding with the previously mentioned high precipitation events, which may explain the lower discharge loss is observed in the 2023 River Series compared to previous years.

In WY2025, groundwater levels remained above the 30-year average as a continuation of the higher-than-average water levels registered in WY2023 and WY2024. However, groundwater elevations measured in WY2025 have declined in comparison to WY2024, and a trend towards average groundwater levels can be noted in the second half of WY2025.

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<sup>3</sup> The Quarterly Conditions Report shows groundwater elevations for the major aquifers and subareas in the Salinas Valley and is updated every quarter of the water year. These reports can be accessed at: <https://www.co.monterey.ca.us/government/government-links/water-resources-agency/documents/quarterly-salinas-valley-water-conditions>



**Figure 8. Groundwater Level Trends in the Forebay and Upper Valley Subareas**

It should be noted that other variables besides natural discharge and the degree of aquifer depletion may need to be considered to better represent antecedent groundwater conditions and their impact on discharge in the Salinas River. The extent to which these variables may contribute to reach-to-reach loss rates in the Salinas River is beyond the scope of this memorandum but warrants further investigation. These variables may be better quantified in the future using modeling tools such as the Salinas Valley Integrated Hydrologic Model (SVIHM).

## **Summary**

Overall, the 2025 River Series documented an entirely losing system, where 606 cfs (1,201.2 acre-feet per day, or 93.8% of the combined reservoirs release discharge) was lost across the ninety-one river miles sampled for this study. This represents an increase in total discharge loss for a second consecutive year since 2023.

Most of the sections of the river analyzed showed discharge loss rates closely below their respective historical average, except for Reservoir-Bradley and King City-Soledad; both of these reaches showed discharge loss rates significantly greater than their historical averages. For King City-Soledad reach in particular, an all-time high loss rate of 13.2 cfs per river mile was recorded.

Prepared by: Ricardo Carmona, Water Resources Hydrologist

Reviewed by: Amy Woodrow, Senior Water Resources Hydrologist



# County of Monterey

## Item No.19

### Board Report

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

**Legistar File Number: WRAG 25-174**

**November 17, 2025**

**Introduced:** 10/27/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Email Correspondence dated October 22, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Nancy Isakson, President, Salinas Valley Water Coalition re: SVWC letter in response to misleading statements.

# Salinas Valley Water Coalition

33 El Camino Real • Greenfield, CA 93927  
(831) 674-3783 • FAX (831) 674-3835



Transmitted Via Email  
board@svbgsa.org

22 October 2025

Chair Janet Brennan and Board of Directors  
Salinas Valley Basin Groundwater Sustainability Agency  
P.O. Box 1350  
Carmel Valley, CA 93924

Dear Chair Brennan,

The Salinas Valley Water Coalition (SVWC) submits this letter in response to the misleading statements that have been made that landowners in the southern portion of the Salinas Valley receive 70% of the Salinas River's water, while northern landowners pay the majority of the costs for this water supply.

That allegation is a misleading myth that continues to divide Salinas Valley landowners just as we need to come together to develop projects and/or management actions necessary to achieve, and/or maintain, groundwater sustainability in the Salinas Valley and particularly through projects and measures that directly address the needs of the critically overdrafted subbasin, the 180/400-Foot Aquifer Subbasin.

This letter seeks to reduce division by confronting myths with the facts, science and law that got us here and that should help us move forward together as the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) strives to make factually, scientifically, and legally informed decisions to protect existing sustainability and to achieve future sustainability in the Salinas Valley's groundwater subbasins, as required by the Sustainable Groundwater Management Act (SGMA).

The Salinas Valley has a long history of what is often referred to as the "north-south divide." That is truly unfortunate, as there is so much information and scientific data that we should all be able to accept as a common reality to move forward with finding solutions to our water problems. Unfortunately, it has often come down to the pointing of fingers for who is at fault for what. In fact, the Salinas Valley has the water resources it needs to solve our water sustainability problems. An average of 240,000-acre feet per year (AFY) of Salinas River water is lost to the ocean. We need to come together to protect and preserve the Salinas Valley's existing water supply infrastructure investments and resulting benefits, while developing cost-effective new projects, and/or management actions, to help the critically overdrafted 180/400 Subbasin and the adjacent Eastside Subbasin achieve sustainability, and other subbasins maintain their

***Mission Statement: The water resources of the Salinas River Basin should be managed properly in a manner that promotes fairness and equity to all landowners within the basin. The management of these resources should have a scientific basis, comply with all laws and regulations, and promote the accountability of the governing agencies.***

sustainability. We need to be realistic and reasonable and willing to accept responsibility for achieving success.

It has been often stated to your Board and in SVBGSA and others, committee meetings, that the southern end of the Valley gets 70% of the water<sup>1</sup> while the northern end of the Valley pays for the majority of the costs of providing that water. What isn't stated, is that the Salinas Valley Water Project (SVWP), the project by which the reservoirs are operated, did **not** allocate water, but rather allocated the costs of that project proportionate to the special benefits conferred to the lands. That Zone 2C cost allocation was made in proportion to all the SVWP's special benefits that were detailed in a published Engineer's Report in compliance with Article XIID, Section 4 of the California Constitution (aka Proposition 218).

The SVWP and its Zone 2C Assessment were approved by Salinas Valley landowners pursuant to Proposition 218, with an 85% margin of approval. Proposition 218 requires that an assessment **must** be levied in proportion to the cost of providing special benefits to real property. The amount of an assessment varies in proportion to the cost of providing special benefits to each parcel of land subject to the assessment. In other words, Proposition 218 requires the amount to be paid by the landowner to be proportionate to the costs of providing special benefits. Where a range of existing and new infrastructure facilities are developed in different combinations to provide different combinations of special benefits to a geographically broad range of real properties, one cannot evaluate fairness of an assessment's cost allocation based on simplistic claims, like "they are taking most of the water, while we are paying most of the costs." That simplistic rhetoric seeks to distract from a more complex reality in which MCWRA has developed a series of interconnected infrastructure projects to mitigate seawater intrusion caused by overdraft pumping in the 180/400 and Eastside subbasins, among other special benefits for other subbasins.

Proposition 218 ballot by which Salinas Valley landowners approved the Zone 2C Assessment to pay for the SVWP defined four distinct components:<sup>2</sup>

1. Reservoirs Operations (Nacimiento and San Antonio)
2. Spillway (modification of spillway at Nacimiento)
3. Diversion (rubber dam, aka Salinas River Diversion Facility or "SRDF")
4. Assessment for Administration

As explained in the SVWP Engineer's Report, the Zone 2C Assessment allocates MCWRA's costs to construct, operate and maintain the preceding infrastructure components in proportion to the special benefits the SVWP was approved to provide to landowners in the Salinas Valley's different subbasins—as required by Proposition 218.

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<sup>1</sup> It is not clear if the speaker(s) are referring to 70% of the natural river flow, 70% of the reservoir releases or what. But it is assumed here that the reference is to the reservoir releases and the Salinas Valley Water Project implemented by the Monterey County Water Resources Agency (MCWRA) since it is then related to the costs being paid.

<sup>2</sup> You can find a copy of the ballot, Engineer's Report and all other documents associated with the SVWP at: [MCWRA SVWP](#)



Approximately half of the total costs to be recovered by the SVWP Zone 2C Assessment arise from construction, operation, and maintenance of infrastructure to control seawater intrusion at the coast, so the lands that would benefit from stopping/controlling seawater intrusion were assessed in proportion to that special benefit. Pumping in the Pressure Subarea (aka 180/400-Foot Aquifer Subbasin) and Eastside Subarea most directly causes the seawater intrusion problem and it was determined, would most directly receive the special benefits of controlling seawater intrusion, so they pay the most—as detailed in the SVWP Engineer’s Report. Northern and southern landowners affirmatively approved that allocation.<sup>3</sup>

The other half of the SVWP Zone 2C Assessment costs were associated with modifications to and operations of the existing reservoirs, and these costs were allocated in proportion to the resulting special benefits planned for each subarea. There were 8 different special benefits considered, including controlling seawater intrusion,<sup>4</sup> increasing groundwater recharge, controlling the timing and location of recharge, drought protection, and flood control, along with a few other special benefits identified in the Engineer’s Report. The SVWP Zone 2C Assessment was approved by landowners in proportion to the various special benefits to be received.

The allocation of costs went through a detailed and open process that was initiated by Monterey County Superior Court Judge Richard Silver. It included a Cost Allocation Committee with representatives from throughout the Salinas Valley, including urban and agricultural stakeholders. Having personally invested significant time in the process, along with many others, including Chris Bunn Sr., Rich Smith and Bob Antle, I can attest that the SVWP and its corresponding Zone 2C Assessment were developed through a transparent and diligent effort supported by technical experts selected by stakeholders, including the following:

Dan Anderson – Forebay	Steve Jensen – East Side Alliance
Bob Antle – Pressure Area	Jim Manassero – East Side Alliance
Mike Armstrong – Urban Community	Bob Martin – Forebay
Chris Bunn – Pressure Area	Roger Moitoso – Upper Valley
Don Chapin, Jr. – North Monterey County	Arvid Myhre – Upper Valley
Carl Chase – North Monterey County	Greg O’Neal – Pressure Area
Jan Collins – Urban Community	Jim Perrine – Urban Community
Matt Gourley – Urban Community	Rich Smith – Arroyo Seco
Chris Indelicato – Upper Valley	Jim Smith – Urban Community
Nancy Isakson – Arroyo Seco	

You will find the Cost Allocation Committee Report to the MCWRA Board of Directors here [CAC](#). The Report provides a thorough and detailed description of the participants and process that developed the SVWP cost allocation recommendations to the MCWRA BOD. It was the opposite of a backroom deal as has been stated.

<sup>3</sup> 64% of the weighted assessment landowners voted and 85% voted YES to go forward with the Project and assessments.

<sup>4</sup> The reservoirs are operated in part to provide water to the SRDF (aka rubber dam) as stated/shown in the Engineer’s Report.

The following table was provided on the mail-in ballot for the SVWP's proposed Zone 2C Assessment that landowners voted to approve by an 85% margin. The table below shows examples of the first-year assessment dollar amounts contemplated for properties classified as irrigated agricultural, residential, commercial or institutional on a per-acre basis.

Subarea/Subarea Code	Reservoir Operations	Spillway	Diversion	Assessment Administration	Proposed Total Assessment per Acre
Extended Upper Valley Above Dam (AD)	\$7.04	\$1.82	—	\$1.03	\$9.89
Extended Upper Valley Below Dam (BD)	\$7.55	\$1.28	—	\$1.03	\$9.86
Upper Valley (UV)	\$6.77	\$1.05	—	\$1.03	\$8.85
Forebay (FB)	\$7.03	\$1.14	—	\$1.03	\$9.20
Pressure (PR)	\$14.85	\$2.87	\$6.18	\$1.03	\$24.93
East Side (ES)	\$8.07	\$2.19	\$5.15	\$1.03	\$16.44
Arroyo Seco (AS)	\$2.60	\$0.46	—	\$1.03	\$4.09

As shown on the above table, the Pressure Subarea (aka 180/400-Foot Aquifer Subbasin) does pay more than other subareas; but that is because the costs of the project infrastructure components to control seawater intrusion were a large portion of the SVWP's implementation costs. Those costs included construction, operation and maintenance of entirely new infrastructure, like the Salinas River Diversion Facility, its regulating reservoir, and its connection to the Castroville Seawater Intrusion Project (CSIP)—expensive facilities that provide no benefit to the Upper Valley and Forebay Subbasins.

The SVWP Zone 2C Assessment cost allocation reflected north-south stakeholder agreement on the SVWP's proportional special benefits to all subareas, which were weighted from 1 to 5 for each component of the SVWP. For example, Table 3-6d from the SVWP Zone 2C Assessment Engineer's Report details the special benefits from reservoir operations as follows:

<b>Benefit</b>	<b>Weighting Factor</b>	<b>Extended Upper Valley Above Dam</b>	<b>Extended Upper Valley Below Dam</b>	<b>Upper Valley</b>	<b>Forebay</b>	<b>Pressure</b>	<b>East Side</b>	<b>Arroyo Seco</b>
Control of Seawater Intrusion	3	0	0	0	0	15	12	0
Flood Control	3	3	9	9	9	15	3	3
Increased Recharge	1	1	1	1	3	3	2	1
Groundwater Quality	1	2	3	3	2	0	0	0
Timing and Location of Recharge	1	5	4	2	2	1	0	1
Drought Protection	1	5	3	3	3	2	2	2
Preservation of Aquifer Storage	1	0	0	0	0	4	3	0
Recreation	1	3	0	0	0	0	0	0
<b>Total</b>		<b>19</b>	<b>20</b>	<b>18</b>	<b>19</b>	<b>40</b>	<b>22</b>	<b>7</b>

And Table 3-6f of the Engineer's Report details the special benefits from the SRDF as follows:

<b>Benefit</b>	<b>Weighting Factor</b>	<b>Extended Upper Valley Above Dam</b>	<b>Extended Upper Valley Below Dam</b>	<b>Upper Valley</b>	<b>Forebay</b>	<b>Pressure</b>	<b>East Side</b>	<b>Arroyo Seco</b>
Control of Seawater Intrusion	3	0	0	0	0	15	12	0
Flood Control	3	0	0	0	0	0	0	0
Increased Recharge	1	0	0	0	0	1	1	0
Groundwater Quality	1	0	0	0	0	0	0	0
Timing and Location of Recharge	1	0	0	0	0	0	0	0
Drought Protection	1	0	0	0	0	0	0	0
Preservation of Aquifer Storage	1	0	0	0	0	1	1	0
Recreation	1	0	0	0	0	0	0	0
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>14</b>	<b>0</b>

The costs of building and operating various infrastructure components to provide special benefits varies and is not necessarily in proportion to the amount of resulting water supply. The Zone 2C Assessment accounts for the variation in facilities and operations costs to provide such special benefits, which makes it misleading and divisive to mischaracterize the approach as simply dollars for acre-feet of water. The landowners overwhelmingly approved the SVWP and the Zone 2C Assessment after a robust and transparent stakeholder process. The SVWP Zone 2C Assessment was lawfully enacted as a direct result.

The SVWC had hoped that MCWRA's update to its 1998 Historic Benefit Analysis (HBA) would remind everyone about how we got here and set the stage for allocating costs to repair Nacimiento and San Antonio dams. Unfortunately, the HBA Update (HBAU) used the problematic 2023 "provisional" version of the new SVIHM, which is so fundamentally flawed that its results distract from understanding the special benefits arising from MCWRA's construction and operation of its two reservoirs, implementation of the SVWP, including its SRDF, and implementation of CSIP. The SVWC understands that the SVBGSA's consultant, Montgomery & Associates, has been working to update the SVIHM to correct its most significant flaws and enable its use to help inform water management and sustainability planning.

The original HBA<sup>5</sup> was published in 1998 to identify who actually benefitted in what ways from MCWRA's construction and operation of Nacimiento and San Antonio reservoirs. The original HBA was developed in an open and transparent stakeholder process that included the collaboration of technical hydrology experts and economists<sup>6</sup> along with input from stakeholders. The HBA presented the special benefits that had been realized throughout the Salinas Valley due to the operation of Nacimiento and San Antonio reservoirs. The section on hydrologic and water supply benefits reported on the beneficial impacts of reservoir operations through increased groundwater levels, lower pumping lifts, and a reduction in seawater intrusion.

A principal benefit-evaluation method used in the HBA equated the physical benefits from reservoir operations with the measured difference in groundwater elevations "with" and "without" reservoir operations and under the same level of development and associated water use for agricultural and urban land uses. The HBA concluded:

**Groundwater Levels:** "A total of 30 thousand acre-feet per year (TAF/yr) of fresh ground water has been added to the ground water storage through recharge from the Salinas River as a result of operation of the reservoirs during water years 1958 through 1994. This additional recharge has resulted in generally high ground water levels throughout most of the Valley. Consequently, the **average rate of seawater intrusion has been reduced by 7 thousand acre-feet per year**".... and "This would have resulted in an additional **230 TAF (thousand acre feet) of seawater intruding into the ground water aquifer** of the Salinas Valley during the periods of 1958-1994." [emphasis added]

The HBA Table ES-1 below presents the average, minimum, and maximum differences in groundwater elevations during 1958-94 in each economic study unit, or "ESU,"<sup>7</sup> between historical conditions with the reservoirs and "without reservoir"

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<sup>5</sup> Please find the report at this link [MCWRA 1998 HBA](#)

<sup>6</sup> Individuals and/or organizations had the opportunity to have their hydrologic expert and/or economist participate in the development of the framework and modeling details – all in an open and transparent process. The technical experts included three/four of the most renowned at the time and the same for the economists. They represented interests such as T&A and the Bunn Family, SVWC and the Orradre (et al) along with the MCWRA's experts.

<sup>7</sup> The HBA divided the Salinas Valley into 12 Economic Study Units (ESUs) to separate the geographic areas in the Valley that have received similar average benefits for higher ground water levels due to the operation of the

conditions. That table shows all areas of the Salinas Valley benefited from an average increase in groundwater levels:

**Table ES-1**  
**Impact of Historical Operations of Reservoirs**  
**on Ground Water Levels**  
**(Average Annual for 1958-94)**

**Increase in Regional Average Annual Ground Water Levels**  
**With and Without Reservoirs (feet)**

ESU	Minimum Increase	Maximum Increase	Average Increase
1	1.1	7.0	4.5
2	1.6	19.0	14.2
3	5.5	28.6	16.9
4	N/A	N/A	N/A
5	8.7	47.8	26.9
6	2.3	34.9	23.3
7	2.1	35.1	16.8
8A	0.6	11.9	5.9
8B	1.4	13.2	6.4
9	4.2	26.7	9.7
10	0.6	4.6	2.3
11	N/A	N/A	N/A

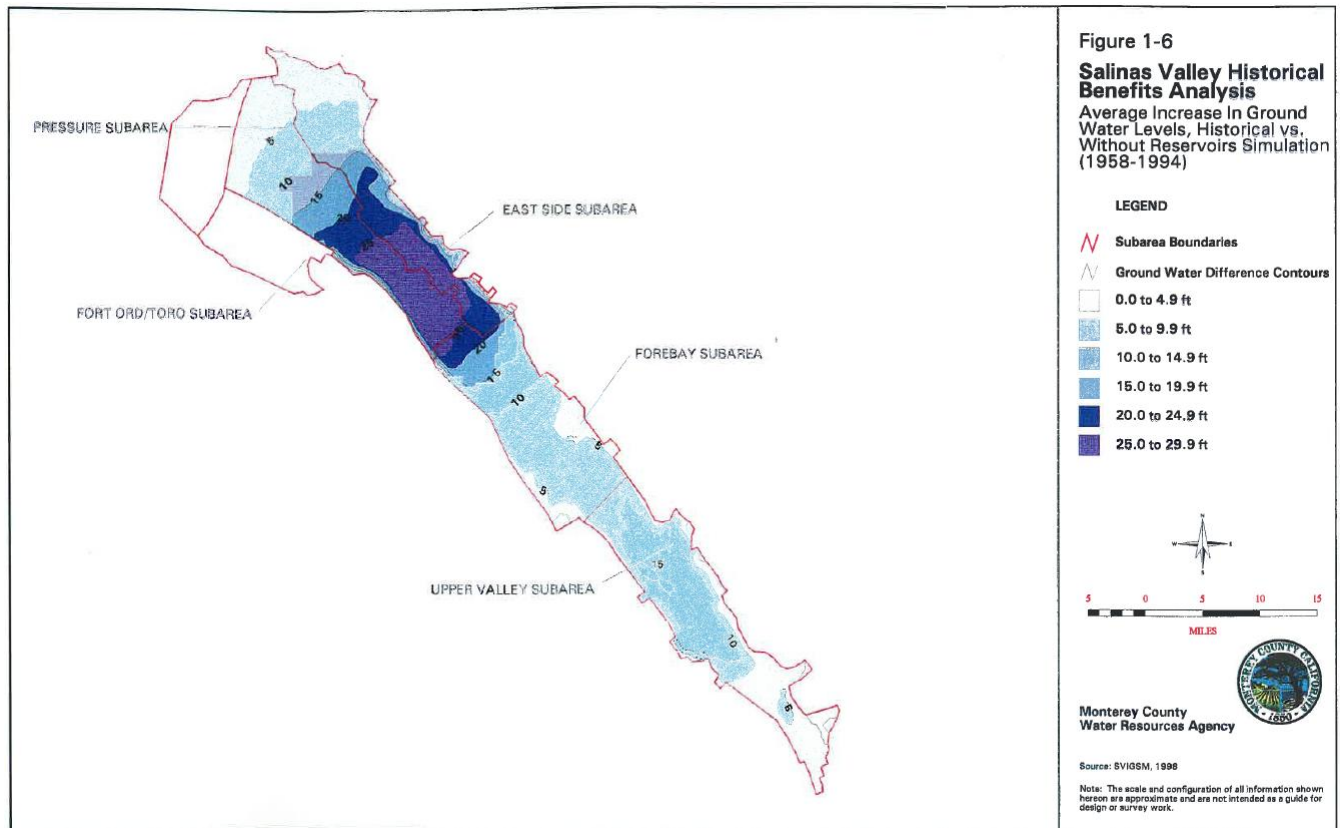
The HBA report showed that the 3 ESUs in the Pressure Area (Nos. 1, 3 and 5) had significant average increases in groundwater levels, with ESU 3 having an average increase of 16.9 feet and ESU 5 having an average increase of 26.9 feet. The Eastside subarea (Nos. 2 and 6) also received significant increases, with ESU 2 having an average increase of 14.2 feet and ESU 6 an average increase of 23.3 feet. In the Forebay (Nos. 7, 8A, and 8B), the northern portion (ESU 7) received an average increase of 16.8 feet, while the southern portion of the Forebay (ESU 8B) had an average increase of 6.4 feet, while the Arroyo Seco portion of the Forebay (ESU 8A) had an average increase of 5.9 feet. The Upper Valley's ESU 9 received an average increase of 9.7 feet and ESU 10 had an average increase of 2.3 feet.

The following HBA figure shows the preceding average water-level increases in a map encompassing all the subareas and their ESUs:

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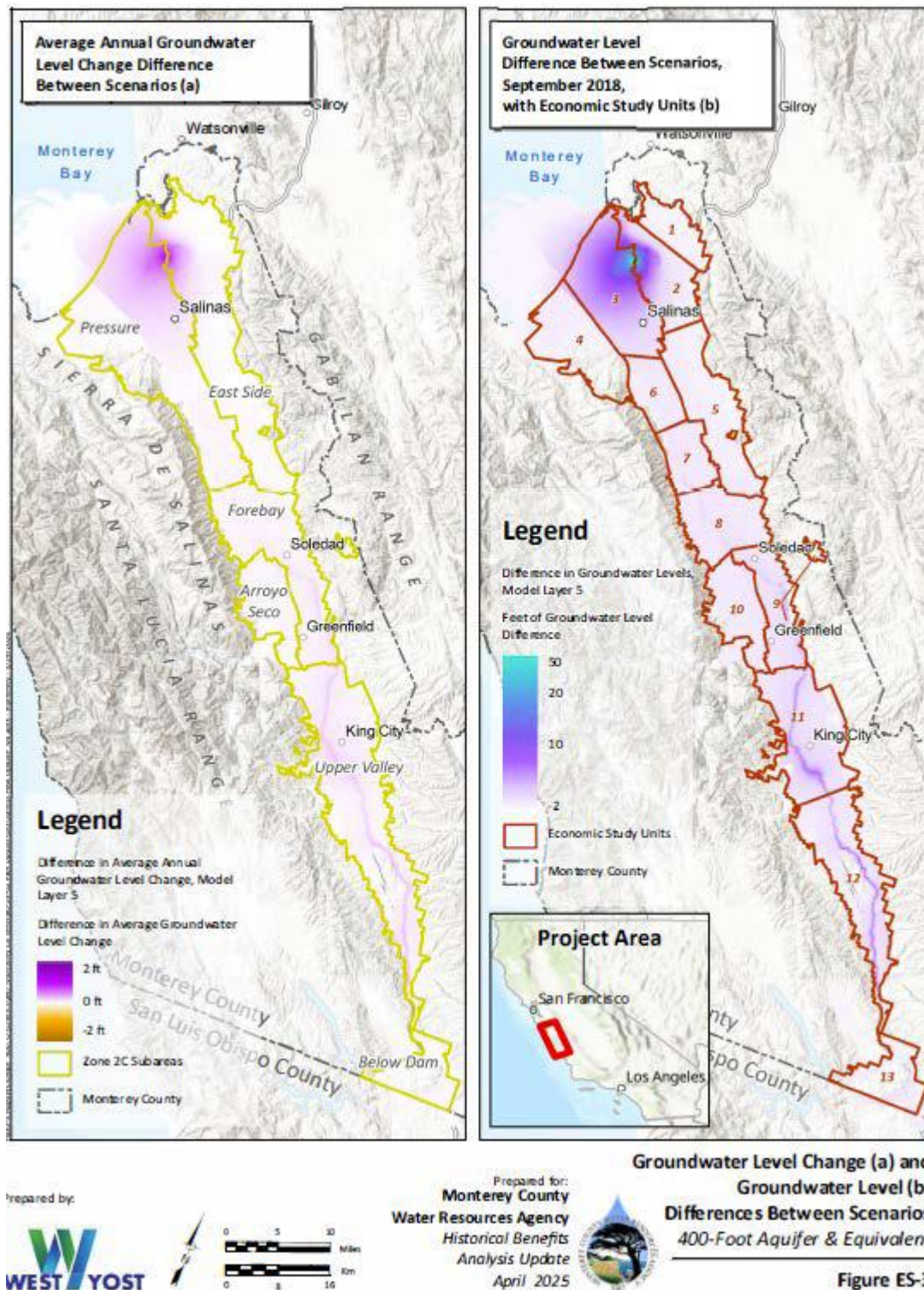
reservoirs. As an example, the Pressure Subarea was divided into 3 study units – ESU 1, 3,5; the Forebay into 3 (with the Arroyo Seco)—ESU 7, 8B and 8A (8A is the arroyo seco cone); the Upper Valley was divided into 2 study units—ESU 9 and 10.





To state that the northern end of the Valley has not received significant benefits from the operations of the reservoirs is just not true as the 1998 HBA data shows.

Fast forward to today and the disagreement as to who has benefited from MCWRA's reservoir operations and related projects continues. MCWRA developed an update to the 1998 HBA (HBAU) as a deliverable required by the State's grant funding to evaluate the Interlake Tunnel Project. It was hoped that the HBAU would provide additional information to drive consensus on who has benefited from the construction, operation and maintenance of MCWRA's infrastructure projects, including the two reservoirs, the SRDF rubber dam, and CSIP.



Although the preceding HBAU maps show a concentration of water-level benefits in the 180/400 and Eastside subbasins that seems generally similar to what the 1998 HBA showed, the draft HBAU unfortunately falls short, and stakeholders like the SVWC

and Salinas Basin Water Alliance have requested a re-do. (September 2, 2025, SVWC written comments to MCWRA; July 3, 2025, SBWA written comments to MCWRA.)

The draft HBAU was released in April 2025 with a stated purpose “to develop an updated analysis of hydrologic, flood control, and economic benefits resulting from the existing suite of Agency projects and present-day operation of those projects, using best available data and modeling tools.” (April 2, 2025, MCWRA Staff Report re “Overview of the Salinas Valley Historical Benefits Analysis Update” [April 2025 Staff Report].) However, the HBAU was prepared using a 2023 “provisional” version of the new SVIHM, which was subsequently updated and is being further updated by the SVBGSA to resolve serious problems impairing the SVIHM’s utility to inform decision-making. The SVWC’s technical expert analyzed the draft HBAU and its underlying groundwater flow modeling and concluded that they fail to meet professional standards. For example, the model showed less groundwater elevation benefits than the 1998 HBA while developing non-existent tile drains to eliminate more than 200,000 AFY of groundwater from the model. The SVWC has asked MCWRA to use a Technical Advisory Committee to ensure the re-done modeling for a re-done HBAU meets professional standards and stakeholder needs.<sup>8</sup>

The law and best available science do not support the erroneous and divisive contention that the southern end of the Salinas Valley gets most of the benefits of MCWRA’s infrastructure projects, while the northern end pays most of the costs. For individuals to make that allegation and cite the draft HBAU knowing it is seriously flawed, is irresponsible and misleads rather than informs.

As our mission statements says: The SVWC believes that the water resources of the Salinas River Basin should be managed properly in a manner that promotes fairness and equity to all landowners within the basin, and that the management of these resources should have a scientific basis, comply with all laws and regulations and promote the accountability of the governing agencies.

To that end, this letter provides additional information, including historical data, about which many decisionmakers may be unaware. The SVWC respectfully asks that the SVBGSA’s Board of Directors and staff consider this data and historical information as you move forward in making groundwater sustainability decisions that will have significant consequences to landowners and the Salinas Valley as a whole. We hope to inspire some hope and optimism by shedding more light on how we got here, and by highlighting that we have previously enjoyed successes by from working together – such as the development of the 1998 HBA and the subsequent Salinas Valley Water Project through an open and transparent collaborative process.

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<sup>8</sup> Attached is a copy of the SVWC’s comments and tech memo submitted to MCWRA. While the Salinas Basin Water Alliance (Alliance) and the SVWC may disagree on how to interpret the results of the draft HBAU, both organizations have stated its underlying modeling is seriously flawed and must be corrected. A copy of the Alliance comments on the HBAU is attached for your information.



We ask for your consideration of these items as you move forward with your decision making. We look forward to working together to ensure a sustainable future for the Salinas Valley.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Isakson".

Nancy Isakson, President  
Salinas Valley Water Coalition

Encs: (1) September 2, 2025, SVWC comments to MCWRA re HBAU  
(2) July 3, 2025, SBWA comments to MCWRA re HBAU

Cc: SVBGSA Board of Directors  
MCWRA Board of Directors

ERIC N. ROBINSON  
erobinson@kmtg.com

September 2, 2025

**VIA ELECTRONIC MAIL**

Ara Azhderian, General Manager  
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Re: Comments on April 2025 Salinas Valley Historical Benefits Analysis Update and May 29, 2025,  
Draft Interlake Tunnel and San Antonio Spillway Modification Assessment Engineers Report

Dear Mr. Azhderian and Board of Supervisors:

This letter is submitted on behalf of the Salinas Valley Water Coalition (Coalition) to provide comments on the April 2025 Salinas Valley Historical Benefits Analysis Update (HBA Update) and May 29, 2025, Draft Interlake Tunnel and San Antonio Spillway Modification Assessment Engineers Report (Draft ILT Engineer's Report). These comments incorporate the attached September 2, 2025, Memorandum from UES providing Technical Review Comments on the MCWRA Historical Benefits Analysis and Draft Interlake Tunnel Engineers Report (September 2025 UES Memo).

The Coalition submits that the water resources of the Salinas River Basin should be managed properly in a manner that promotes fairness and equity to all landowners within the basin, and that the management of these resources should have a scientific basis, comply with all laws and regulations, and promote the accountability of the governing agencies.

To that end, the Coalition appreciates MCWRA's request for comments on the HBA Update and Draft ILT Engineer's Report. The Coalition submitted verbal comments during the July 9, 2025, workshop conducted by MCWRA's Board of Directors on the two reports and now submits these additional written comments.

MCWRA describes the purpose of the HBA Update as "to develop an updated analysis of hydrologic, flood control, and economic benefits resulting from the existing suite of Agency projects and present-day operation of those projects, using best available data and modeling tools." (April 2, 2025, MCWRA Staff Report re "Overview of the Salinas Valley Historical Benefits Analysis Update" [April 2025 Staff Report].) The Draft ILT Engineer's Report relies on the HBA Update, (April 2025 Staff Report), which estimates the extent and degree of special hydrologic benefits to landowners arising from the combined operation of the Nacimiento and San Antonio reservoirs, the Salinas Valley Recycling Project (SVRP), the Castroville Seawater Intrusion Project (CSIP), and the Salinas Valley Water Project (SVWP), including

its Salinas River Diversion Facility (SRDF). (See Draft ELT Engineer's Report at p. 15 [citing HBA Update's modeled change in groundwater storage as basis for estimating special benefits for Draft ILT Engineer's Report].)

The 2025 HBA Update follows MCWRA's completion of the original Historic Benefits Analysis in 1998 (1998 HBA). To estimate special benefits, the 1998 HBA used a well-vetted version of the Salina Valley Integrated Groundwater Surfacewater Model (SVIGSM) to calculate groundwater elevation changes arising from MCWRA's construction and operation of Nacimiento and San Antonio reservoirs. (HBA Update at p. 1-5 to 1-6; 1998 HBA Appendix A SVIGSM Model Extension and Verification.)<sup>1</sup>

### **The HBA Update Significantly Understates Actual Groundwater Recharge Special Benefits Because it Relies Upon a Superseded Groundwater Flow Model Suffering From Fundamental Flaws**

When the HBA Update was prepared, it relied upon a 2023 "provisional" version of a new groundwater flow model recently developed by the U.S. Geological Survey (USGS). Internal peer review of the 2023 provisional model showed a poor fit between model-estimated groundwater pumping amounts and metered pumping data and a poor fit between modeled Salinas River surface flows and its interaction with groundwater and measured data for these parameters. (September 2025 UES Memo at 2.)

A peer review of the provisional and subsequent versions of the USGS model and use of it to conduct certain hydrologic planning revealed more errors, including understatement of low-flow conditions in the Salinas River, extensive reliance on hypothetical "drains" and water level elevation constraints in vast areas where no such drains or limits physically exist, and Salinas River bed elevations that fail to match measured land surface elevations. (September 2025 UES Memo at 2.)

Almost any groundwater model could be critiqued for being imperfect, but the 2023 provisional Salinas Valley Integrated Hydrologic Model (SVIHM) model version used to prepare the HBA Update is so deeply flawed and misleading that it cannot reasonably be used to estimate the groundwater recharge benefits arising from construction and operation of local water management infrastructure, including Nacimiento and San Antonio reservoirs, the SVRP, the CSIP, and the SVWP (including its SRDF). (September 2025 UES Memo at p. 2-6.)

For example, the HBA Update's groundwater modeling says 177,000 acre-feet per year (AFY) of groundwater flows out of hypothetical drains in the Upper Valley, Forebay, and Arroyo Seco—when no such drains actually exist. (September 2025 UES Memo at p. 4 [excerpting and evaluating HBA Update Table 3-6].) Essentially, the 2023 provisional model was not ready for use to support any policy evaluation or decisionmaking, because it still used hypothetical groundwater elevation constraints that pushed groundwater through hypothetical drains in order to try to get modeled groundwater elevations to match measured groundwater elevations throughout the valley:

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<sup>1</sup> The 1998 HBA documents are available on MCWRA's website at:  
<https://www.countyofmonterey.gov/government/government-links/water-resources-agency/documents/historic-benefits-analysis> (last accessed September 2, 2025).

Use of the SVIHM model version with the unacceptable use of “fictitious” drains extensively over the model domain to resolve or mask water budget errors or water elevation errors in the model renders the simulated scenario differences useless for the intended purpose.

(September 2025 UES Memo at p. 3.) In other words:

[T]he use of fictitious drains in the 2023 provisional SVIHM model presents a severe and nonrectifiable deficiency in the HBA Update work renders the results of the modeling unusable for quantifying groundwater elevation changes over the valley as a result of historically implemented projects, especially the effects of the reservoirs in the southern Pressure Subbasin and the entire Forebay and Upper Valley Subbasins.

(September 2025 UES Memo at p. 4.)

The unacceptable use of hypothetical water-level constraints and drains in the SVIHM model version used for the HBA Update analysis helps to explain the very different model outcomes for predicted groundwater elevation changes with and without the reservoirs in the original 1998 HBA and the 2025 HBA Update. (September 2025 UES Memo at 3.) The 1998 HBA described recharge and related groundwater elevation benefits in a way that generally reflected observed reality. Rather than showing that the 1998 HBA Update overstated groundwater recharge/elevation benefits from the reservoirs, the 2025 HBA Update provides useless information that cannot meaningfully be compared to the 1998 HBA Update to learn anything about the benefits of MCWRA’s reservoirs and related projects.

Given the widely varying views of stakeholders about who receives what water supply benefits from MCWRA’s reservoirs and related projects, the HBA Update is a like a head-fake that misleads and confuses the players rather than pointing the way toward consensus. In that respect, it is notable that the Salinas Basin Water Alliance (SBWA) says “[t]he HBA Update contains a variety of modeling issues that must be addressed.” (July 3, 2025, SBWA Comment Letter re Concerns Regarding Monterey County Water Resources Agency’s April 2025 Update to Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley at p. 6.) The Coalition agrees.

### **MCWRA Should Re-do The HBA Update Using Updated Models**

MCWRA should re-do the HBA Update using an updated version of the 2025 SVIHM that corrects the fundamental flaws described above, in the attached September 2025 UES Memo, and which already are being addressed by the Salinas Valley Basin Groundwater Sustainability Agency’s (SVBGSA) modeling team. When it does so, MCWRA should convene qualified stakeholder experts to confirm consensus on use of the then-current version of the SVIHM and of the SVBGSA’s Seawater Intrusion Model developed in 2023 by consultant Montgomery & Associates (SWI Model). That SWI Model should be used to evaluate the extent of seawater intrusion with and without MCWRA’s reservoirs and projects. Just as with the 2025 HBA Update’s significant understatement of groundwater elevation benefits, the HBA Update also significantly understates the reduction in seawater intrusion compared to 1998 HBA (1,000 AFY of avoided seawater intrusion versus 7,000 AFY documented in 1998 HBA). (September 2025 UES Memo

at 5-6.) Use of a corrected SVIHM together with an up-to-date SWI Model should produce the best estimates of groundwater recharge and water level benefits and avoided seawater intrusion).

When MCWRA re-does the HBA Update analysis using current model versions, it should clearly document all the assumptions used as inputs for modeling the without projects/no reservoirs scenarios. That includes documenting how MCWRA estimated the native/no-reservoirs inflow to the model. The native no-reservoir inflow estimates are used to create the baseline conditions from which the HBA Update's hydrologic benefits are identified and evaluated. For example, use of gaged stream data from surface streams entering MCWRA's reservoirs excludes surface flows from a significant portion of the relevant watersheds, which would understate native or natural inflow as a model input for calculating downstream hydrologic conditions, like groundwater elevations, without the reservoirs and related projects. (September 2025 UES Memo at p. 6.)

When MCWRA re-does the HBA Update, it should assign an economic value to avoidance of seawater intrusion that goes beyond relative crop benefit to include the benefit to domestic, municipal and industrial water use in the vicinity of the seawater intruded area. (September 2025 UES Memo at pp. 6-7.) Implementation of the Sustainable Groundwater Management Act (SGMA) in the Salinas Valley is highlighting the cost of responding to seawater intrusion, and any HBA Update should acknowledge and assign value to MCWRA project benefits that avoid seawater intrusion that otherwise would occur.

When MCWRA re-does the HBA Update, it should address all the issues detailed in the attached September 2025 UES Memo.

### **MCWRA Should Re-do The Draft ILT Engineer's Report That Relies Upon the Flawed HBA Update**

The Draft ILT Engineer's Report relies on the HBA Update and its flawed modeling of special benefits, so it suffers from the same foundational problems that are detailed in our comments on the HBA Update. All the preceding modeling and valuation problems require the Draft ILT Engineer's Report to be re-done before MCWRA or anyone else may rely upon it to inform policymaking or other decisions. (September 2025 UES Memo at pp. 7-9.)

First, any Engineer's Report published to support financing of major proposed infrastructure, like the Interlake Tunnel Project (ILT), must detail the anticipated new special benefits of the proposed infrastructure separately from the special benefits provided by operations of existing infrastructure. (September 2025 UES Memo at p. 7.) Only that approach would enable compliance with Proposition 218's substantive limitations on new assessments, including its limiting an assessment to paying the proportional cost of special benefits provided by a project. (See Cal. Const., art. XIII D, § 4 ["No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."].)

Second, the Engineer's Report should be re-done to use the Salinas Valley Operations Model (SVOM), which was specifically developed to provide an appropriate modeling tool to predict future reservoir reoperation scenarios. The Draft ILT Engineer's Report failed to rely upon the SVOM and instead assumed that future reservoir operations with the ILT constructed and operating would cause the same geographical and temporal distribution of special recharge benefits as estimated by the backwards-

looking SVIHM. That approach reflects an inaccurate assumption that past operations will be repeated in the future, even though the whole point of the ILT is to change future reservoir operations. (September 2025 UES Memo at p. 8.)

Third, just as with the HBA Update, the Draft ILT Engineer's report should assign economic value to the special benefits of avoided seawater intrusion and SGMA compliance. (September 2025 UES Memo at p. 9.) That special benefit goes above and beyond increased groundwater elevations, which reduce pump lifts or avoid the need to deepen wells. Any Engineer's Report for a project to increase groundwater recharge and reduce seawater intrusion must put a value on avoided seawater intrusion. (*Ibid.*)

Finally, the Draft ILT Engineer's Report describes changes in groundwater storage amounts that seem to conflict with the values in the HBA Update. The Engineer's Report refers to the HBA Update's Table 3-8 for reported changes in storage values by subarea, but these values should be derived from the SVOM modeling described above—not from the SVIHM's modeling of past project operations. (*Ibid.*) Of course, the storage changes estimated by the HBA Update's use of the superseded 2023 provisional SVIHM are inaccurate and cannot be used because of the widespread use of groundwater elevation constraints and fictitious drains. (*Ibid.*)

## Conclusion

The Coalition thanks MCWRA for soliciting stakeholder input on the 2025 HBA Update and Draft ILT Engineer's Report. Updating the 1998 HBA could help stakeholders develop consensus on who receives what level of special benefits from MCWRA reservoir and related project operations. Unfortunately, the deep foundational problems with the 2023 provisional groundwater flow model used to prepare the HBA Update make its results inaccurate and misleading. The Coalition respectfully requests that MCWRA collaborate with qualified technical experts of the Coalition and others to ensure that a re-do of the HBA Update reflects consensus on the underlying groundwater modeling. Resolving this problem with the HBA Update would help MCWRA re-do its Draft ILT Engineer's Report, if it ever seeks to impose a new special assessment for this project.

Sincerely,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD  
A Professional Corporation



ERIC N. ROBINSON

ENR

Enclosure

cc: Kelly Donlon, County Counsel's Office ([donlonkl@co.monterey.ca.us](mailto:donlonkl@co.monterey.ca.us))  
Kevin O'Brien, Special Water Counsel to MCWRA ([kobrien@downeybrand.com](mailto:kobrien@downeybrand.com))  
Nancy Isakson, SVWC President ([nisakson@mbay.net](mailto:nisakson@mbay.net))

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## MEMORANDUM

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**To:** Nancy Isakson, President, Salinas Valley Water Coalition  
**CC:** Eric Robinson, Kronick Moskovitz Tiedemann & Girard  
**From:** Dwight L. Smith, PG, CHg, Principal Hydrogeologist  
**Date:** September 2, 2025  
**Subject:** **Technical Review Comments on the MCWRA Historical Benefits Analysis and Draft Interlake Tunnel Engineers Report**

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### 1.0 INTRODUCTION

This memorandum summarizes my technical review comments made on behalf of the Salinas Valley Water Coalition. The documents reviewed are listed below, and these comments focus on hydrologic and hydrogeologic aspects of the reports.

- Salinas Valley Historical Benefits Analysis Update, Final Report, dated April 2025, prepared by West Yost, and referred to in this memorandum as the HBA Update report.
- Economic Benefits of MCWRA's Investments in Water Infrastructure Projects for Salinas Valley, Final Report, April 2025, prepared by One Water Econ.
- Interlake Tunnel and San Antonio Spillway Modification Assessment Engineers Report, Draft, May 29, 2025, prepared by Bartle Wells Associates, and referred to in the memorandum as the ILT Engineers Report.

### 2.0 CONCLUDING RECOMMENDATIONS

#### 2.1 HBA

Use of a superseded model, which at the time contained wide-spread use of fictitious drain cells to moderate (constrain) shallow water level elevations and potentially address water balance inaccuracies, has created significant inaccuracies in the model results for the HBA Update. Principally, historical water level changes (increases) associated with implementation of the reservoirs cannot be accurately simulated. The issue is clearly evident in the HBA Update results, which produced little to no significant water level changes that can be associated with implementation of the reservoirs, a notable difference from the 1998 HBA work, in which the modeling predicted an average 5-10 ft higher water level elevations under reservoir operations that is wide-spread through the valley, and up to 25 ft of water level elevation increases in the southern Pressure Subbasin and northern Forebay Subbasin. The HBA Update analysis will need to be redone using either the USGS (2025) published SVIHM model version, or preferably, an upcoming update to the 2025 published SVIHM. The USGS (2025) published model version partially addresses the use of wide-spread drain cells by returning the captured shallow groundwater by the drains to the Salinas River, but this adjustment does not address the fictitious constraint of water levels to set elevations by the cell drains. It is our understanding that the fictitious drain cells are currently being addressed (removed from the model) in an ongoing model update being implemented by the SVBGSA.



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## 2.2 ILT ENGINEERS REPORT

In my opinion, this body of work falls short of meeting professional standards for an Engineers Report, including utilization of incorrect modeling tools (relying on the SVIHM rather than the SVOM), numerous inaccurate or incomplete assumptions, and reliance on the HBA Update modeling results which has serious inaccuracies. My recommendation, if this draft body of work is to progress, is to re-engage and redo the ILT Engineers Report, in an approach similar to that described for the Engineers Report conducted for the SVWP in 2003, which includes technical peer reviews by qualified professionals and representatives of key stakeholders in the valley.

## 3.0 TECHNICAL EVALUATION POINTS

### 3.1 SALINAS VALLEY HISTORICAL BENEFITS ANALYSIS UPDATE, FINAL REPORT, APRIL 2025

#### 3.1.1 Use of a Superseded Version of the SVIHM Model

The HBA Update needs to be conducted using the most current available version of the numerical flow model. The 2023 “provisional” model version that has been used in the analysis underwent important modifications and additional model calibration to address deficiencies revealed during internally conducted peer review by the USGS. Only the USGS and cooperating agencies understand the full spectrum of model adjustments made during the 2023 and 2024 timeframe and prior to the publication of the model in 2025, but some corrected issues that we are aware of include important modeling attributes associated with:

- a. Representation of agricultural pumping and fit of the model simulated pumping to actual metered agricultural pumping.
- b. Representation of Salinas River flows and water balances reporting to the river.

Peer review of the 2025 USGS published model along with ongoing use of the model for other hydrological and planning purposes has revealed some additional model shortfalls that can and should be addressed through additional model adjustments and calibration, including:

- a. Under-simulation of low flow conditions in the Salinas River,
- b. Conceptual use of drains for water balance and water level elevation constraints in areas for which drains do not physically exist (see Section 3.1.2 below), and
- c. River bed elevations that do not accurately represent actual land surface elevations.

Furthermore, there have been additional scientific evaluations that improve the understanding of the hydrogeologic framework of Salinas Valley, including the deep aquifers, and to provide more advanced modeling tools for representation of seawater intrusion. The HBA Update modeling analysis needs to be updated to benefit from this work.

It is our understanding that the SVBGSA is advancing development of an updated SVIHM model version (v2) to address issues identified above. In order to gain credibility and confidence in the HBA Update work, it will be important for MCWRA to use the most-up-to-date numerical flow models available.



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### **3.1.2 Notable Apparent Issue Related to Use of Fictitious Drain Cells in the Provisional SVIHM Model Version**

It is notable in the HBA Update water balance tables and schematics that a large portion of the water budget in the SVIHM model version is allocated to drain discharge, in subbasins in which agricultural subdrains are not physically present (see HBA Update Table 3-6, copy provided below, highlight added). This use of “fictitious” drains in the 2023 provisional SVIHM model version regulated water level elevations from encroaching to land surface, thus enforcing maximum water level elevations to be maintained at or below the drain elevations. In areas where physical subsurface drains are present to maintain shallow groundwater elevations beneath agricultural lands (portions of the Pressure – 180/400 Subbasin), the use of the drains in the model is appropriate and represents a physical condition. But in areas where subsurface drains do not exist (Forebay, Upper Valley, and Eastside Subbasins), the use of drains is concealing unresolved water balance and groundwater elevation issues in the model. In the published version of the SVIHM (2025), water collected by the drains was routed to the Salinas River, which may partially correct water balance concerns, but the drains are still present, and function to artificially suppress shallow groundwater elevations. It is our understanding the SVBGSA is presently working on correcting this issue in the model by removing drains at locations where they do not exist and recalibrating the model to achieve reasonable match to measured groundwater elevations (SVBGSA Groundwater Technical Advisory Committee presentation, 2025).

The drain issue in the 2023 provisional version of the SVIHM used for the HBA Update has particular relevance to objectives of the modeling and the HBA Update, because the analysis relies heavily on groundwater elevation differences simulated by the model with and without the reservoirs along with CSIP and SVWP to quantify benefits. I believe that the use of the SVIHM model version with the unacceptable use of “fictitious” drains extensively over the model domain to resolve or mask water budget errors or water elevation errors in the model renders the simulated scenario differences useless for the intended purpose. For note, one of the largest water budget parameter changes observed in the HBA Update modeling is the change in drain outflows (see Table 3-2 from the HBA Update, copy provided below, highlight added)

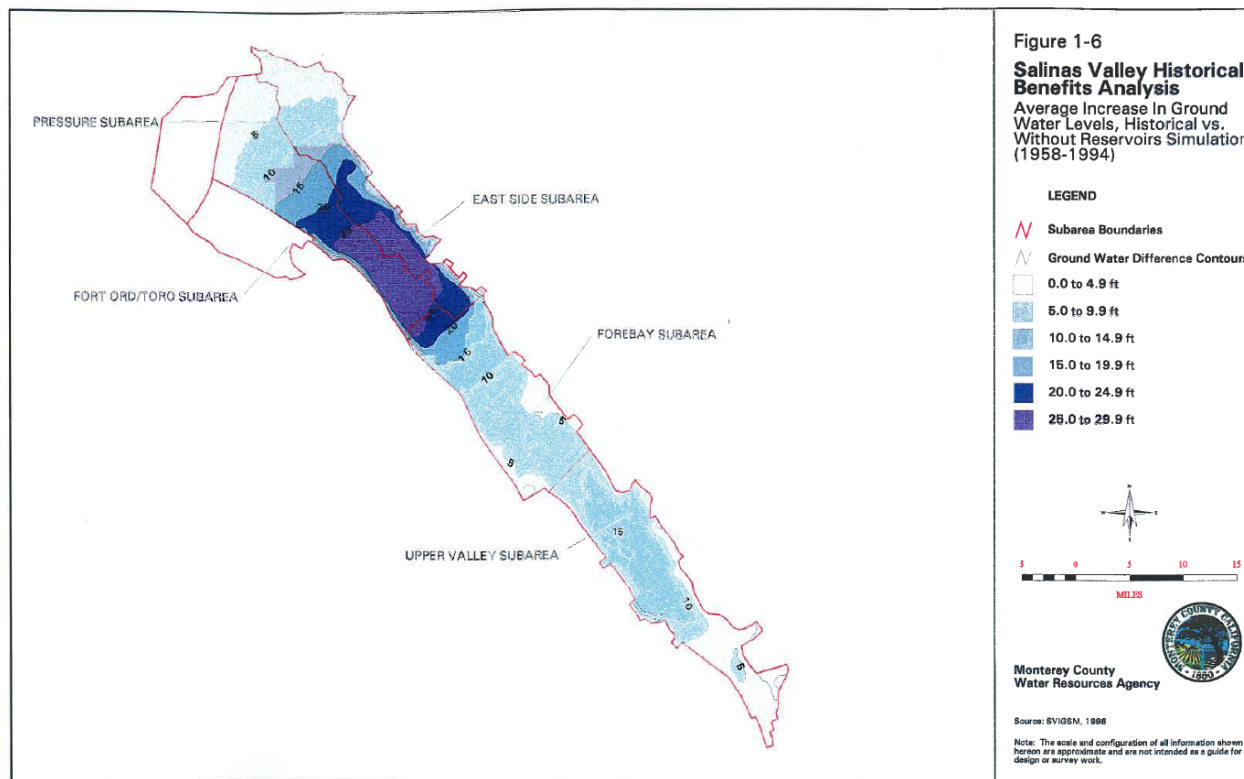
The unacceptable use of the drains in the SVIHM model version used for the HBA Update analysis is also a likely explanatory reason for the noticeably different model outcomes for predicted water level elevation changes with and without the reservoirs in the 1998 versus 2025 HBA modeling. Predicted groundwater elevation changes as a result of historical reservoir operations were notable in the southern Pressure Subbasin and north Forebay Subbasin in the 1998 SVIGSM modeling, with average water level elevation increases of 10-25 ft (see Figure 1-6 from the 1998 HBA report, included below). Over most of the Salinas Valley, the 1998 modeling indicated a 5-10 ft average water level increase. By comparison, the 2025 HBA Update modeling predicts essentially no average annual water level increase as a result of the reservoirs, with only modest increase directly along the river, and more substantial water level increases in the northern Pressure subbasin as a direct result of CSIP/SRDF. In review of available historical water level elevation data, it appears that a historical rise in water level elevations post-reservoirs (1958 for Nacimiento) as represented in the 1998 modeling is supported by the data, but perhaps of a more modest magnitude of approximately 5-15 ft (reference is made to hydrographs of water level elevations for 1948-1994 in the Appendix A to the HBA, Montgomery Watson, 1998).

The lack of predicted water level elevation responses from the reservoir operations and inconsistency with the prior body of work from the 1998 HBA modeling, which was a significantly peer reviewed effort, should have led to questioning of the validity of the results being observed in the HBA Updated modeling.

In summary, the use of fictitious drains in the 2023 provisional SVIHM model presents a severe and non-rectifiable deficiency in the HBA Update work, renders the results of the modeling unusable for quantifying groundwater elevation changes over the valley as a result of historically implemented projects, especially the effects of the reservoirs in the southern Pressure Subbasin and the entire Forebay and Upper Valley Subbasins.

Groundwater Budget Component	Pressure	East Side	Arroyo Seco	Forebay	Upper Valley	Below Dam	Paso Robles Basin	Offshore	Other Non-Zone 2C Area
<b>Inflows</b>									
Net Recharge	18,000	29,000	8,000	-5,000	-36,000	-4,000	1,000	0	13,000
GW/SW Flux	133,000	16,000	14,000	171,000	279,000	6,000	1,000	0	7,000
Seawater Intrusion	9,000	< 1,000	0	0	0	0	0	0	5,000
GW Inflow from Other Subareas	11,000	32,000	9,000	1,000	4,000	< 1,000	1,000	0	2,000
GW Inflow from Ocean	0	0	0	0	0	0	0	15,000	0
<b>Total In</b>	<b>172,000</b>	<b>76,000</b>	<b>32,000</b>	<b>167,000</b>	<b>247,000</b>	<b>2,000</b>	<b>3,000</b>	<b>15,000</b>	<b>27,000</b>
<b>Outflows</b>									
M&I Pumping	24,000	12,000	2,000	5,000	4,000	< 1,000	< 1,000	0	2,000
Ag Pumping	99,000	68,000	35,000	88,000	119,000	1,000	< 1,000	0	8,000
Drains	31,000	< 1,000	3,000	49,000	125,000	1,000	0	0	< 1,000
GW Exchange with Pajaro Basin	0	< 1,000	0	0	0	0	0	0	< 1,000
GW Exchange with Paso Robles Basin	0	0	0	0	0	0	4,000	0	1,000
GW Outflow to Other Subareas	25,000	0	0	19,000	2,000	2,000	< 1,000	15,000	12,000
<b>Total Out</b>	<b>178,000</b>	<b>81,000</b>	<b>40,000</b>	<b>161,000</b>	<b>250,000</b>	<b>4,000</b>	<b>4,000</b>	<b>15,000</b>	<b>23,000</b>
Change in Storage	-4,000	-4,000	-8,000	+7,000	-2,000	-2,000	-1,000	< 1,000	+4,000
Mass Balance Difference	-1,000	< 1,000	< 1,000	-1,000	+1,000	< 1,000	< 1,000	< 1,000	< 1,000
Notes:									
- Groundwater budget components are rounded to the nearest 1,000 acre-feet per year; totals may not sum due to rounding									

Groundwater Budget Component	Historical Scenario	No Projects Scenario	Difference
<b>Inflows</b>			
Net Recharge	24,000	38,000	-14,000
GW/SW Flux	627,000	556,000	+72,000
GW Exchange with Ocean	15,000	16,000	-1,000
<b>Total In</b>	<b>666,000</b>	<b>610,000</b>	<b>+56,000</b>
<b>Outflows</b>			
M&I Pumping	48,000	48,000	< 1,000
Ag Pumping	419,000	429,000	-10,000
Drains	209,000	164,000	+45,000
GW Exchange with Pajaro Basin	< 1,000	< 1,000	< 1,000
GW Exchange with Paso Robles Basin	4,000	4,000	< 1,000
<b>Total Out</b>	<b>680,000</b>	<b>645,000</b>	<b>+35,000</b>
Change in Storage	-11,000	-31,000	+20,000
Mass Balance Difference	-4,000	-5,000	+1,000
Notes:			
- Groundwater budget components are rounded to the nearest 1,000 acre-feet per year; totals may not sum due to rounding			
- Difference between scenarios is calculated as Historical Scenario minus No Projects Scenario			



**Figure 1-6 (HBA, 1998) of average increase in water levels elevations resulting from reservoir options from the 1998 HBA modeling.**

### 3.1.3 Seawater Intrusion Simulated Differences

While unclear if associated with the use of drains in the provisional model version used for the HBA Update, it is notable that simulated reservoir operations appear to have little effect on predicted seawater intrusion in the HBA Update modeling. The 1998 HBA modeling predicted that seawater intrusion over the 1958 to 1994 period had been curtailed by 7,000 AFA (reduced from 18,000 AFA to 11,000 AFA). The HBA Update model indicates seawater intrusion has been curtailed by only 1,000 AFA over the period of 1968-2018 (16,000 AFA to 15,000 AFA) by mutual operation of the reservoirs, CSIP and the SVWP. However, the HBA Update indicates very little difference in seawater intrusion occurred prior to implementation of CSIP (p. ES-12), a significant difference from the 1998 HBA modeling results. Further work is needed to adequately quantify seawater intrusion differences using the most up-to-date and robust modeling tools available. To date, the most robust seawater intrusion model is recent work published by the SVBGSA (2023) called the SWI Model (Montgomery & Associates, 2023). The SWI model predicts an average annual seawater intrusion of 22,000 AFA over the period of 1974-2020, which differs notably in magnitude of simulated seawater intrusion from the modeling SVIHM model. The SWI up-gradient boundary conditions are associated with the SVIHM / SVOM and will likely need to be updated at some future time but this probably does not significantly influence the seawater intrusion predictive results of the SWI.

Because of the significant economic costs associated with impacts from and future management of seawater intrusion, the HBA Update needs to be based on quantifications of seawater intrusion made using the best available model and technical work, which at this time is the SWI model.

### **3.1.4 Lack of Documentation for the Computations of No-Reservoir Native Flows in Nacimiento and San Antonio Rivers**

Details and documentation of methodology are needed for how the no-reservoir native flows in Nacimiento and San Antonio Rivers have been computed for the period 1958 to present. The draft HBA report references data provided by MCWRA, without any explanation of how the native no-reservoir flow estimates have been computed. As there are several approaches that may have been utilized to make the computations, the methodology needs to be adequately documented.

Critical questions on the computed no-reservoir native flow estimates include:

- a. Was the USGS rainfall-runoff model of the Salinas River watershed uplands model (Salinas Valley Watershed Model - SVWM) used to produce simulated the no-reservoirs river flows?
- b. Was the computed no-reservoir native flow estimates based on up-stream gage data on Nacimiento and San Antonio Rivers (USGS 11148900 NACIMIENTO R BL SAPAQUE C NR BRYSON CA, period of record 1971-present; USGS 11149900 SAN ANTONIO R NR LOCKWOOD CA, 1965-present), and if so, how were the tributary areas below the gages accounted for in the river flow estimates, and how were any data gaps at the gage records addressed (for example 1958-1970 for Nacimiento)? For note, the tributary area to Nacimiento Reservoir below the Sapaque gage is 108,620 acres, which is greater than the up-stream watershed tributary to the gage of 99,940 acres; and the tributary area below the Lockwood gage is 68,190 acres, contrasted with 138,630 acres up-stream of the gage. Significant un-gaged watershed area produces runoff below the stream gages that reports to both reservoirs.
- c. Was a water balance approach used, that factored into consideration historical evaporation losses from the reservoir, changes in reservoir storage volume, and both gaged and non-gaged runoff into the reservoir?
- d. How was the gaged reservoir releases and outflow data used, or compared and contrasted with the computations of no-reservoir flows (USGS 11149400 NACIMIENTO R BL NACIMIENTO DAM NR BRADLEY CA, period of record 1957-present; MCWRA reservoir release records)?

Since the native no-reservoir flow estimates are used to create the baseline condition from which HBA Update hydrologic changes are interpreted, it is important that the assumptions imbedded in the baseline condition be presented, utilize best available data and methodologies, and be presented in a manner that can be sufficiently peer reviewed.

## **3.2 ECONOMIC BENEFITS OF MCWRA'S INVESTMENTS IN WATER INFRASTRUCTURE PROJECTS FOR SALINAS VALLEY FINAL REPORT APRIL 2025**

### **3.2.1 Seawater Intrusion Does Not Appear to be Adequately Valued**

The economic value of seawater intrusion reduction is not adequately represented in the analysis. Only a relative crop value benefit is the basis for the assessed value. The value related of other components of

water supply is not included, such as provision of domestic, municipal and industrial water in the vicinity of the seawater intruded area. Seawater intrusion has driven up the cost to maintain municipal water supplies of suitable quality and has necessitated desalinization facilities and drilling of deep wells into the Deeper Aquifers. These are quantifiable expenses that need to adequately factored into consideration for the valuation of seawater intrusion benefits.

### **3.2.2 Lack of Consideration of SGMA Implementation Costs**

The historical economic benefit is not applicable to a forward analyses in time and is not consistent with regulatory statutes implemented in the past decade. Notably, there is a very substantial cost directly associated with seawater intrusion mitigation and management resulting from the Sustainable Groundwater Management Act (SGMA). Use of the economic model to project potential benefits for existing infrastructure and future projects like the proposed Interlake Tunnel Project will not be accurate without inclusion of projected costs associated with SGMA implementation, especially as it relates to mandates for the seawater intrusion mitigation and management.

### **3.2.3 Inaccurate Allocation of Avoided Well Construction and Replacement Costs**

The approach of assigning value as it relates to avoidance of well deepening does not make physical sense in some geographic areas, notably for the Upper Valley Subbasin and much of the Forebay Subbasin, because there does not exist a deeper aquifer from which drilling of deeper wells could benefit. This attribute of benefit is not applicable to geographic areas where no deeper aquifer system exists, and existing wells effectively penetrate the known productive thickness of the aquifer.

## **3.3 DRAFT INTERLAKE TUNNEL AND SAN ANTONIO SPILLWAY MODIFICATION ASSESSMENT ENGINEERS REPORT, MAY 29, 2025**

Technical comments in this review relate to *Option 2 – Historical Benefit Weighting Approach*.

### **3.3.1 Projects Have Unique Effects**

There is a fundamental deficiency in assuming that benefits derived from a cumulative set of historically implemented projects will have the same proportional effects as a specific proposed project. The Draft EIR completed for the proposed Interlake Tunnel project utilized a project-specific evaluation completed using the USGS SVOM model version (provisional). This technical work was conducted in 2022 and 2023 to quantify the unique predicted outcomes to water supply availability and flood flow releases from the reservoirs associated with the proposed ILT project. A similar project-specific quantification approach should have been utilized by the ILT Engineers Report. Specifically, the technical analysis in the ILT Engineers Report should have relied upon project-specific modeling as conducted using the SVOM to determine geographic distributions and magnitudes in water level elevation changes and seawater intrusion flows, consistent with the DEIR, to quantify the unique benefits of the proposed project and determine allocation of benefits by special benefit areas. The geographic resolution might be more appropriately defined on the HBA economic subunit scale rather than the hydrographic subarea scale. The assumption that past distributions and allocations of benefits can represent a specific future project is both inconsistent with the technical work conducted for the EIR and is not consistent with professional standards for assessment of project-specific associated effects.

### 3.3.2 Incorrect Modeling Tool has been used to Quantify Hydrologic Benefits

The USGS Salinas Valley Operations Model (SVOM) has been *specifically* developed to provide an appropriate modeling tool for predication of future reservoir reoperation or modification scenarios yet the SVOM was not used to quantify the benefits in the Engineers Report. To the extent that modeling is going to inform future predicted benefits, the appropriate modeling tool, the SVOM needs to be used to determine (estimate) future changes in the aquifer water levels, storage, and seawater intrusion resulting from the proposed Interlake Tunnel and Spillway modification projects. This is completed by running future scenarios with and without the proposed projects and comparing the results, as approached in the Draft EIR for the project. The use of the historical modeling results from the SVIHM, comingles historically implemented projects that came on-line over various times in the modeling period, accompanied with reservoir operational changes. The proposed projects are presumed to result in reservoir operational changes. To assume that any future proposed reservoir change will enact the same geographical and temporal effects is simply an inaccurate assumption, especially in light of the appropriate modeling tool having been developed and published in 2025 to look at future reservoir operations including the Interlake Tunnel. It should be noted that the SVOM published by the USGS in 2025 also has the drain issues that requires addressing before reliable results can be derived.

### 3.3.3 Special Benefits are Not Adequately Defined and Integrated

Seawater intrusion management, recreation and other benefits do not appear to be adequately factored into consideration in the ILT Engineers Report. The 2025 Engineers report appears to simply apply special benefits for water supply (based on change in storage only) and flood control. Other special benefits are reviewed in the updated HBA, but do not appear to be integrated into the 2025 Engineers Report. For reference, see the 2003 Engineers Report for the SVWP (RMC, 2003, Table ES-3, copy provided below) applied a weighting factor approach to integrate all identified special benefits. Additional general public benefits related to environmental considerations and habitat conservation for steelhead trout needs to be included in the current analysis. Weighting factors also need to be considered in light of today's important issues and regulatory requirements.

**Table ES-3: Special Benefits (RMC, 2003)**

<b>Special Benefit</b>	<b>Weighting Factor</b>
Control of Seawater Intrusion	3
Flood Control	3
Increased Recharge	1
Groundwater Quality	1
Timing and Location of Recharge	1
Drought Protection	1
Preservation of Aquifer Storage	1
Recreation	1



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### **3.3.4 SGMA Implementation as a Special Benefit**

Today's reality is that significant efforts are required to meet the compliance with state regulations for the Sustainable Groundwater Management Act (SGMA). SGMA compliance should be viewed as a special benefit as characterized on an economic unit area scale. The critical overdraft designation for the 180/400 subarea and priority need to control seawater intrusion has significant financial implications for the Salinas Valley communities – focusing much greater weight on seawater intrusion than when the 2003 Engineers Report was completed for the SVWP. Any Engineers Report prepared today to assess future proposed projects in Salinas Valley needs to acknowledge and appropriately weight into the analysis the costs and hydrologic benefits that will help facilitate implementation of SGMA, notably for seawater intrusion mitigation and management that is confronting the community. The lack of recognition of SGMA and associated weighting relevant to SGMA implementation necessities for the community is unacceptable in the ILT 2025 Engineers Report.

### **3.3.5 Storage Change Inconsistencies and Accuracy**

The change in storage values in the ILT Engineers Report do not appear to match the values reported in the HBA Update. Reference is made to HBA Update Table 3-8 for reported changes in storage by subarea. However, these values need to be derived from the SVOM modeling as explained above, and not the SVIHM from past projects operation. Also of note, the accuracy of the storage change attribute derived from the 2023 provisional SVIHM is also in question due to the wide-spread use of fictitious drains.



# Salinas Basin Water Alliance

*"Preserve and Protect Salinas Valley Water"*

July 3, 2025

**VIA ELECTRONIC MAIL — MCWATER@COUNTYOFMONTEREY.GOV**

Monterey County Water Resources Agency  
Board of Directors  
c/o Clerk of the Board  
1441 Schilling Pl., North Bldg.  
Salinas, CA 93901

**RE: Concerns Regarding Monterey County Water Resources Agency's April 2025 Update to Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley**

Dear Mr. Azhderian and Honorable Directors:

The Salinas Basin Water Alliance ("Alliance") is a California nonprofit mutual benefit corporation formed to preserve the viability of agriculture and the agricultural community in the greater Salinas Valley. Alliance members include agricultural businesses and families that own and farm more than 80,000 acres within the Salinas Valley. To that end, the Alliance has a significant interest in the long-term sustainability of the water supplies in the Salinas Valley, supports the integrated and equitable management of both surface and groundwater resource to achieve sustainability, and has diligently worked with the Monterey County Water Resources Agency ("Agency") and other stakeholders to achieve these critical goals.

We submit these comments to express our concerns regarding the Agency's April 2025 Update to its Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley ("HBA Update"). Specifically, the HBA Update does not accurately reflect the proportional benefits/burdens of the operation of the Agency's water infrastructure projects across all users in the system and contains a variety of technical issues. Accordingly, the Alliance respectfully requests the Agency revise the HBA Update to address the Alliance's concerns as articulated in the questions and comments provided in this letter.

Bengard Ranch  
Boutonnet Farms  
Christensen &  
Giannini  
Cooper Land Corp.  
D'Arrigo Bros.  
Dole Fresh  
Vegetables  
Fontes Farms  
General Farm  
Investment  
Higashi Farms  
Huntington Farms  
Lanini Family  
Merrill Farms  
Norcal Harvesting  
Nunes Vegetables  
Ocean Mist Farms  
Panziera Ranches  
Pedrazzi Farms  
Queen Victoria  
Farms  
R.C. Farms  
Secondo Farms  
Scattini Family LP  
Springfield Farms  
Sunberry Growers  
Sunset Farms  
Tanimura & Antle  
The Tottino Group



**I. The HBA Update must reflect an accurate accounting of the proportional benefits and burdens of the Agency's Water Infrastructure Projects.**

*A. The Agency should evaluate water infrastructure project benefits individually*

1. The analysis should consider the various components of the Salinas Valley Water Project—i.e., the reservoirs, CSIP, the rubber dam—separately.
  - a) The HBA Update states: “ESUs in the northwest part of the Basin (ESUs 1 through 4) experienced little effect from the Projects until 1998 when CSIP started operating. For instance, in ESU-3, the Projects resulted in less than a foot of groundwater level increase by the end of WY 1997, with substantial impact starting in WY 1998 when CSIP came online.” This begs the question—how much did ESUs 1 through 4 pay for operation of the reservoirs without experiencing corresponding water supply benefits?
  - b) This analysis is required as the Agency may consider projects in the future that only pertain to a component of the Project, which may only benefit certain portions of the Valley.
  - c) Benefits pre-1998 should be modeled and analyzed in comparison to benefits post-1998. This would equitably identify which areas of the basin benefited during the respective time periods.
2. Alternatively, the HBA Update should compare costs paid by each of the ESUs since construction of the reservoirs, compared to the benefits each ESU received.

*B. The Agency should reevaluate its criteria for assessing Well Replacement Benefits*

1. The Well Replacement Benefit criteria skews the assessment of economic benefits associated with the dams. The criteria should be modified to account for the value of the added water supply from the dams—in other words, what benefit is derived from having dry season flows in each of the ESUs?
  - a) The HBA Update should account for the Forebay / Upper Valley (FB/UV) groundwater level benefits of not having to drill deeper wells because of reservoir release recharge.
    1. In 2017, the Salinas Valley Water Coalition filed a complaint against the Agency and alleged the following: “[T]he groundwater aquifer in the Upper Valley is shallow, narrow, and tight against the Salinas River and, according to the Agency, at most receives minor subsurface inflow contributions from the upper Salinas Basin in San Luis Obispo County. That means Upper Valley

Subarea wells are more directly and immediately affected by the Agency's reservoir release operations than wells located farther downstream in the Valley, where the groundwater aquifer system is deeper, broader and holds far more groundwater in subterranean storage to buffer against cuts or delays in the historic pattern of reservoir recharge releases." This value for the FB/UV should be included in the HBA Update.

2. In section 3.1.2 in the HBA Update's discussion of "Avoided well construction / replacement costs," there is no distinction between well replacement and well deepening. The report asserts that "declines in groundwater head and storage have the potential to negatively affect the ability of groundwater wells to operate, particularly when head falls below the bottom of a well's intake screen or within the impact zone between the top and bottom of the screen." However, when this occurs, well deepening should have been included and analyzed as an option, as opposed to restricting analysis to well replacement only.
3. In ESU 3, the Agency does not specify how much of the "avoided replacement" of wells benefit is due to CSIP's in-lieu water distribution to 12,000 acres. The HBA draft cites 26 wells as avoiding replacement in ESU 3 but if those wells occurred specifically in the CSIP area, landowners already pay for this benefit fees via Zone 2B fees.
4. Conversely, the remainder of ESU 3 outside CSIP has seen a large increase in new Deep Aquifer wells, which explicitly do not avoid "costs from reduced agricultural pumping and pumping lift." On the contrary, their pumping lift costs are higher than all other wells. However, ESU 3 has still been assigned a disproportionately high value for its supposed Well Replacement Benefit.

*C. The Agency should distribute Flood Protection Benefits equally across economic sectors and demographics*

1. In FSUs 2-7 (Pressure and East Side Areas):
  - a) There are 10,749 structures; 8,813 of these are considered residential (82%).
  - b) Total structural, contents of buildings, and vehicle avoided flood damages of \$202,216,000.
  - c) Avoided crop damage in 2017 of \$2,173,000.
  - d) Land cleanup costs of \$3,044 per acre.

2. In FSUs 8-12 (Forebay and Upper Valley Areas):
  - a) There are 6,325 structures; 5,461 of these are residential (86%).
  - b) Total structural, contents of buildings, and vehicle avoided flood damages of \$8,302,000.
  - c) Avoided crop damage in 2017 of \$1,942,000.
  - d) Land cleanup costs of \$4,025 per acre.
3. Although there is considerably more agricultural acreage than residential acreage in the Salinas Valley, 74% of structural, contents of buildings, and vehicle avoided flood damages are residential. Whereas avoided agricultural losses are about the same in the North as in the South, the North misleadingly appears to receive more flood protection benefits than the South, because most of the avoided damage is to structure, etc., (which is predominantly residential). Given the precise geographic concentration of structures in the Salinas Valley cities, perhaps each valley city should each be given their own FSU to more equitably assess and distribute the economic benefits of flood protection.
4. In addition to questions of benefit formulation, how did the Agency calibrate the estimated total of \$9,563,000 of vehicle damage over the 51-year period? Vehicles tend to be portable, a quality that calls into question this level of loss. During the flood of 2023, the worst flood since 1995, the Alliance does not recall any vehicles lost.
5. Finally, the study does not analyze the benefit value of avoidance of environmental loss due to flood damage. This is a general public good that should be assessed and distributed valley-wide across the general public.

*D. The Agency must re-evaluate its assessment of reduced seawater intrusion crop yield losses*

1. The HBA draft outlines crop impacts due to decreased seawater intrusion in the range of \$21.7M to \$86.9M. The Agency will need to quantify this benefit with more care and precision moving forward with this HBA draft and ensure it is not relying on flawed analysis assuming seawater intrusion risk alone is responsible for production changes as opposed to other economic factors that result in similar outcomes.
2. The framework for the HBA double counts CSIP benefits without replacing the existing funding mechanisms and fees that stakeholders already pay for those project benefits outside of the SVWP. On page 18 of the HBA Update discussing the impacts of reduced seawater intrusion on agricultural productivity, the report states that such “impacts could range from \$21.7 to \$86.9 M over the 51-year analysis period . . . Most of this benefit

largely accrued to growers beginning in 1998, coinciding with deliveries of recycled water from CSIP.” The report itself acknowledges that the benefit specifically and mostly accrued to the acreage within the CSIP delivery area itself, as opposed to a blanket benefit to ESU 3 in general. Acreage that was previously laboring along with salty wells and was unable to grow lettuces, suddenly could grow lettuces, etc., due to receiving the CSIP delivered water. This benefit was paid for and is being paid for via Zone 2B fee. If the Agency folds it into the SVWP, it must assess the entire area for CSIP and replace existing funding structures.

*E. Environmental benefits*

The HBA Update provides no assessment of value derived from environmental/biological flows despite the fact that County water infrastructure is being used to “ensure adequate instream flows in the Salinas River for wildlife migration and habitat.” Wildlife migration and habitat are a public good, as evidenced by the number of agencies and sheer body of law and regulation the government devotes to their protection. As the County’s water infrastructure is partially being operated on behalf of species and habitat due to the general public good assigned to them, the general public needs to be assessed for this cost, as this benefit is not being carried out for the sole good of the landowners and homeowners of the Salinas Valley.

*F. The Agency should include water reliability and crop improvement as an additional economic benefit*

1. While the HBA assesses benefit of increased water quality in the Pressure / 180/00 Subbasin, it fails to assess the economic benefit of improved crop quality and crop yields in the FB/UV due to improved water quality from consistent river recharge from reservoir releases. Page 12 of the HBA Update acknowledges that “the reservoirs could be expected to have positive effects on groundwater quality in the Basin because of increased recharge in the riparian area [but that impacts on groundwater quality] are not valued as part of the economic assessment.”
2. Additionally, the HBA Update fails to assess the economic benefit of improved reliability in ground water supply in the FB/UV from river recharge from reservoir releases. This extends the potential growing season of the FB/UV, extends groundwater recharge into dry years due to reservoir storage, keeps shallow FB/UV aquifers topped up through the growing season due to consistent releases, all resulting in the ability to farm an area more intensively and with reliability than would otherwise be possible, in effect eliminating the impact of dry years.
3. Conversely, the HBA Update fails to assess the overall impact on the Salinas River of more intensive farming in UV/FB. According to historic Agency data, consistent pumping in the

UV/FB corresponds with more than 70% of river discharge losses occurring between the Bradley and Gonzales gauges on the Salinas River. This has an impact on the so-called benefits afforded to other ESUs, including groundwater recharge and well drilling in the North.

## **II. The HBA Update contains a variety of modeling issues that must be addressed.**

*A. The Salinas Valley Integrated Hydrologic Model (“SVIHM”), which was used to determine hydrologic benefits, is seriously flawed. Furthermore, a provisional version of this flawed model was used for the HBA Update, which is also seriously flawed.*

### **1. Tile drains:**

- a) Agricultural tile drains are known to exist only in the northern, coastal areas of Salinas Valley (i.e., they are not widespread across the entire valley).
- b) However, SVIHM contains drain boundary conditions in **every cell** of model layer 1.
- c) There are also drain boundary conditions in the south and valley margins in layers 7, 8, and 9, which are deep underground and below the aquifer(s).
- d) It appears that water removed from the subsurface by these drain boundary condition cells may become surface flow or used to meet water demand, but that is not certain.
- e) Therefore, although the model appears to be “calibrated,” it is “right” for the wrong reasons and will need to be fixed and recalibrated (M&A).
- f) The HBA scenarios will need to be re-run with the revised, recalibrated model.

### **2. Stream channel geometry:**

- a) Much if not most of the stream channel bottoms in SVIHM are at elevations far above the land surface.
- b) It is unknown what impact this error has on model results and calibration, which renders model results unreliable.

### **3. Finally, there are several additional flaws in SVIHM, which render the results highly uncertain.**

*B. The HBA Update states that modeled groundwater levels are high enough in many places that crops are able to access groundwater directly via their roots, thereby reducing groundwater pumping. Table 3.2 illustrates the increase in drain discharge associated with projects. Overall net recharge appears very low due to the increase in drain discharge.*

1. The high modeled groundwater elevations likely caused the USGS to improperly include the drain boundary condition cells.

2. The process of direct use of groundwater by crops (similar to phreatophytes/riparian vegetation) is not known to occur in Salinas Valley. Such high water levels would ruin most crops (which is the reason growers sometimes use real tile drains!).

In conclusion, although no model or formula is perfect, the HBA draft contains a considerable amount of contradiction and inaccuracy. Accordingly, the Alliance respectfully requests that the Agency revise the HBA Update to address these questions and concerns regarding the allocation of benefits and burdens of the Agency's Water Infrastructure Projects and address the modeling flaws in the SVIHM to reach a more accurate calculation of hydrological and economic values. We look forward to working with you to accomplish a more reliable and equitable framework to fund the vital projects in our Valley for decades to come.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Bunn", with a stylized, flowing script.

Christopher Bunn

President, Salinas Basin Water Alliance

**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  
E79EF64E57464F8  
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:  
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  
7D289913E628402...  
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  
6473676957FB486...  
(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.

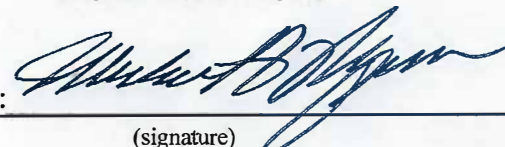
IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this Amendment No. 2 as follows:

**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:

*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*

A50152F49AD0476...

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)**

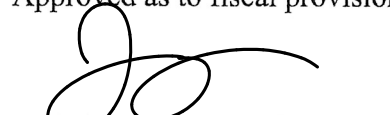
\* \* \* \* \*

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

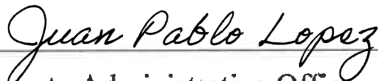
Date



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

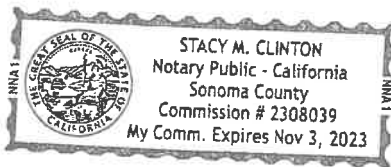
personally appeared Catherine A. Pinney

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, 2017 at New York, New York.



Attest...

Dina Daskalakis  
Corporate Secretary

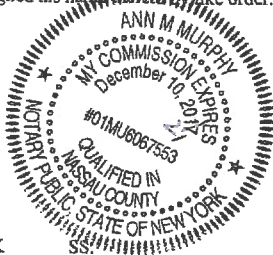
HUDSON INSURANCE COMPANY

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 27<sup>th</sup>, 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***

### ***Cover Letter***

### ***Signature Page***

### ***Addenda***



# MAGGIORA BROS. DRILLING, INC.

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### *SECTION 3 – Project Experience and References*

*Key Staff Persons*  
*Experience and References*  
*Violations*

### *SECTION 4 – Environmentally Friendly Practices*

### *SECTION 5 – Pricing (Attachment A) & Warranty*

*Attachment A – Project Pricing*  
*Bid Bond*  
*Warranty Policy*  
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### *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.

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  
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

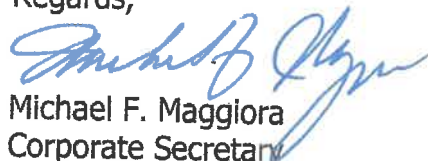
Jeff Parks  
408-612-9724 c  
831-724-1338 o  
jeffp.maggiorabros@gmail.com

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*  
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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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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 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.**

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### ***SECTION 3 – Project Experience and References*** ***Key Staff Persons*** ***Experience and References*** ***Violations***



# MAGGIORA BROS. DRILLING, INC.

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## 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.**

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## **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.**

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## **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.**

**DRILLING CONTRACTORS - PUMP SALES & SERVICE**  
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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**

	<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$5,505,990.00</b>

\*\* 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

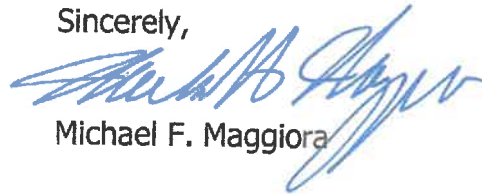
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide entrance/access to all sites (Permission by property owners)
3. County and MBD to work with owners on any equipment to be left on site. Proposal includes off site disposal of any existing pump equipment, 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



## 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 Maggiara 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% \_\_\_\_\_ ), 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

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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.

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**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

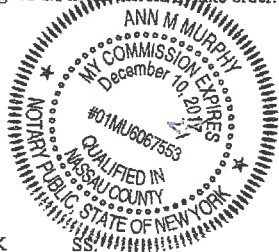
By:

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 27<sup>th</sup>, 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:*

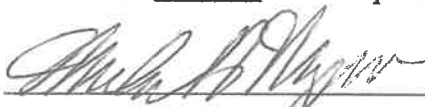
595 Airport Blvd.

*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

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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

Corporate Office  
595 Airport Blvd.  
Watsonville, CA 95076

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

June 17, 2021

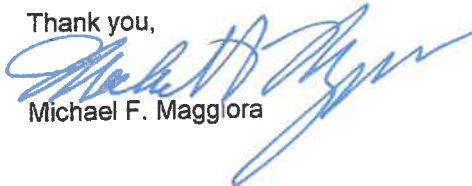
Monterey County Water Resources Agency  
1441 Schilling Place, North Bldg.  
Salinas, CA 93901

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 <b>Total Price</b>				<b>\$1,363,388.00</b>

**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 <b>Total Price</b>				<b>\$1,520,702.00</b>

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

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

**ONE GROUP - C**

	<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$1,520,702.00</b>

**ONE GROUP - D**

	<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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	<b>Total Price</b>				<b>\$629,256.00</b>

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

Page 3

**ONE GROUP - E**

<b><u>Bid Items:</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total price</u></b>
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 <b>Clean out by Drill Rig</b>	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 <b>Total Price</b>				<b>\$471,942.00</b>

**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.

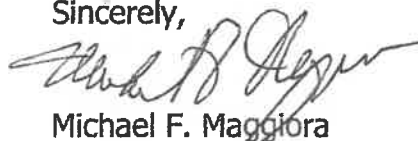
1. Pricing includes all labor, equipment, applicable taxes and freight charges.
2. County is to provide access to all sites.
3. County and MBD to work with owners on any equipment to be left on site. If owner wants equipment transported to a different location, that would be at an additional charge to 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**

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# **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	<b>Tamara Voss</b> <b>Associate Hydrologist</b> 1441 Schilling Place, North Bldg. Salinas, CA 93901 PHONE: (831) 755-8914 FAX: (831) 424-7935 Email: vosstl@co.monterey.ca.us
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- 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.

## **Table of Contents**

### **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.

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- 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
<b>TOTAL</b>	<b>100</b>

- 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**

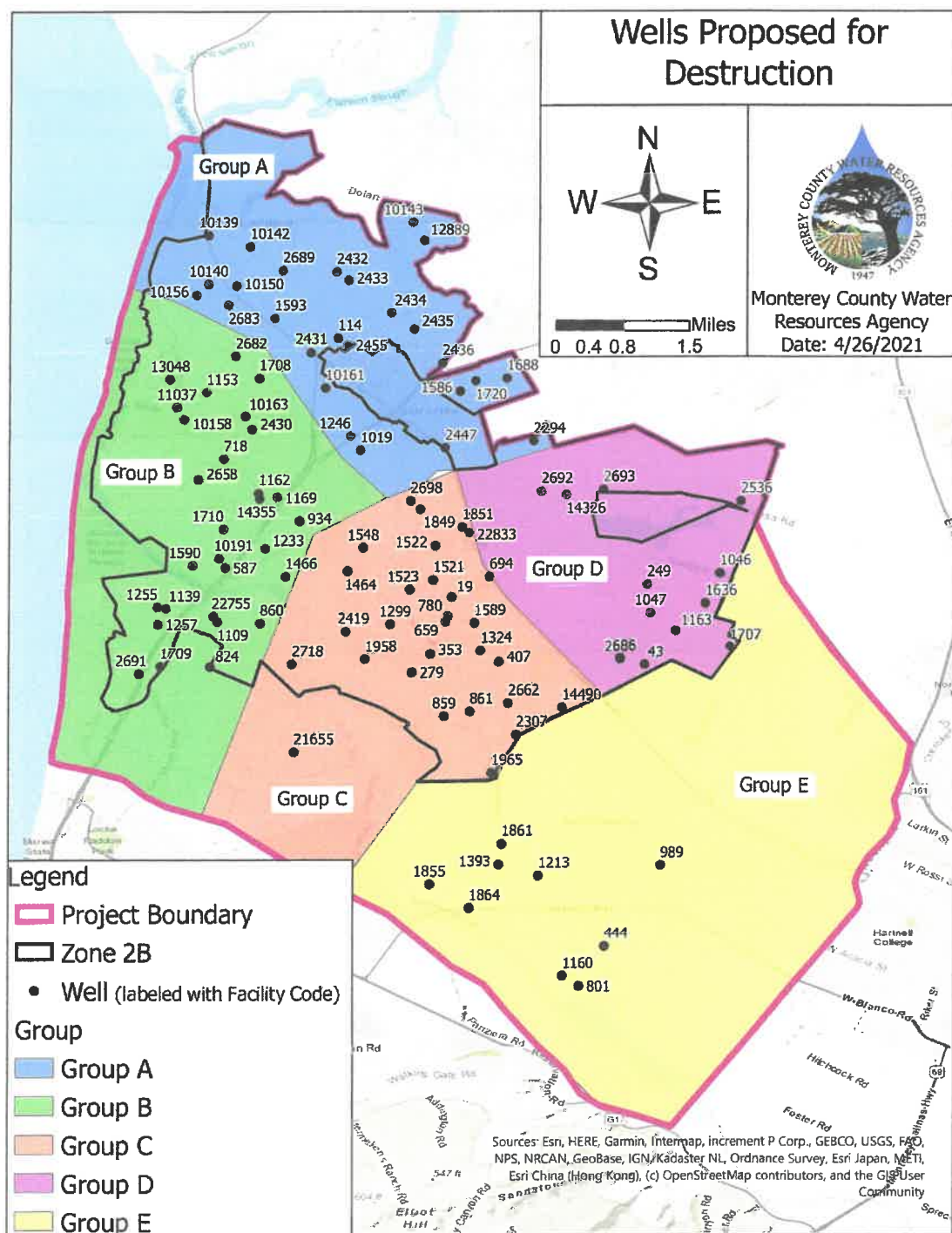
**To view the complete Professional Services Agreement, please click on the link:**

**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

*Well Destruction for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project*  
Page 38 of 45

C/P rev. 07/29/19 TS

## 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

		Design	Tolerance
Customer	MONTEREY COUNTY WATER RESOURCES		
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

<h1 style="margin: 0;">LEHIGH</h1> <h2 style="margin: 0;">HEIDELBERGCEMENT Group</h2>			
<p><b>TECHNICAL SERVICES SALES &amp; MARKETING</b>          3000 Executive Pkwy, Suite 240          San Ramon, CA 94583          Telephone (925) 244 6500          FAX (925) 244 6586</p>		<p><b>TERMINAL LOCATION</b>          Lehigh Southwest Cement Co.          Stockton Terminal          205 Port Road 1          Stockton, CA 95203          (209) 465 1921</p>	
<b>CEMENT TEST REPORT</b>			
<b>Cement:</b> Viscai Type II-V, Low Alkali; ASTM C 150 <b>Production Period:</b> January 2020		<b>Report Date:</b> 3/17/2020	
<b>STANDARD CHEMICAL REQUIREMENTS</b> <b>ASTM C 114</b>	<b>TEST RESULTS</b>	<b>ASTM C 150-09 SPECIFICATIONS</b> <b>TYPE II      TYPE V</b>	
Silicon Dioxide (SiO <sub>2</sub> ), %	19.9	20.0 Min	—
Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> ), %	4.6	6.0 Max	—
Ferric Oxide (Fe <sub>2</sub> O <sub>3</sub> ), %	3.4	6.0 Max	—
Calcium Oxide (CaO), %	64.9	—	—
Magnesium Oxide (MgO), %	3.0	6.0 Max	6.0 Max
Sulfur Trioxide (SO <sub>3</sub> ), % <sup>Note B</sup>	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 <sub>2</sub> O equivalent), %	0.60	0.60 Max	0.60 Max
Tricalcium Silicate (C <sub>3</sub> S), % *	66	—	—
Dicalcium Silicate (C <sub>2</sub> S), % *	7	—	—
Tricalcium Aluminate (C <sub>3</sub> A), % <sup>Note D</sup>	6	8 Max	5 Max
Tetracalcium Aluminoferrite (C <sub>4</sub> AF), % *	10	—	—
2 (C <sub>3</sub> A) + C <sub>4</sub> AF, %	23	—	25 Max
<b>PHYSICAL REQUIREMENTS</b>			
(ASTM C 1038) Expansion @ 14 days, %	0.009	0.020 Max	0.020 Max
(ASTM C 452) Expansion @ 14 days, % <sup>Note D</sup>	0.032	—	0.040 Max
(ASTM C 430) -325 Mesh, %	96.6	—	—
(ASTM C 204) Blaine, m <sup>2</sup> /kg	375	280 Min	280 Min
(ASTM C 114) Limestone, max, % <sup>Note C</sup>	2.3	5 Max	5 Max
(ASTM C 114) Limestone, %CaCO <sub>3</sub>	97.6	—	—
(ASTM C 114) Cement, %CO <sub>2</sub>	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:			
 <b>Harvey Ortiz</b> 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 SO<sub>3</sub> (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 SO<sub>3</sub> 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 SO<sub>3</sub> 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): \_\_\_\_\_

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

1 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)
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, 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

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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

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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	

4 of 4

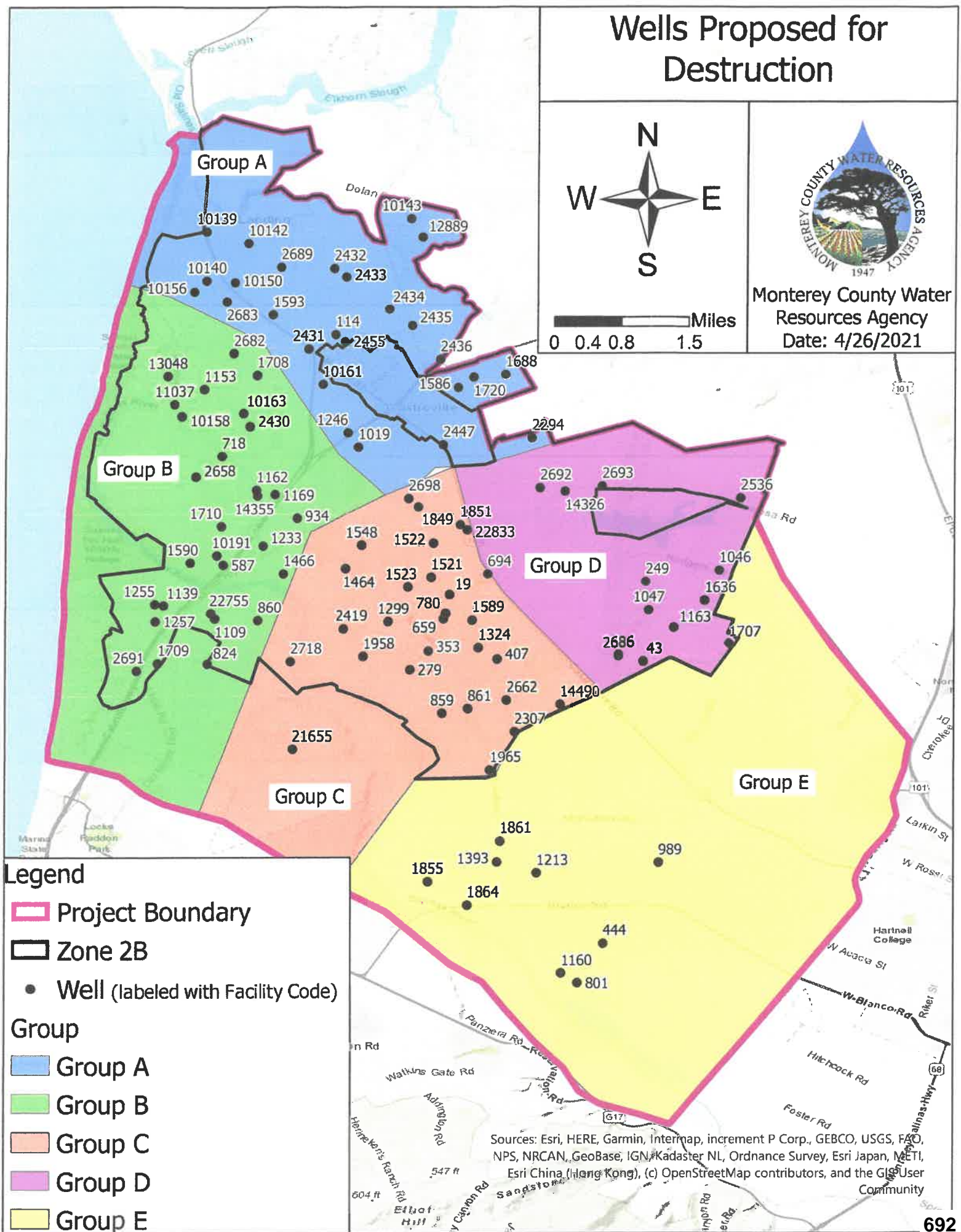


EXHIBIT C  
PAYMENT AND PERFORMANCE BONDS



## 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

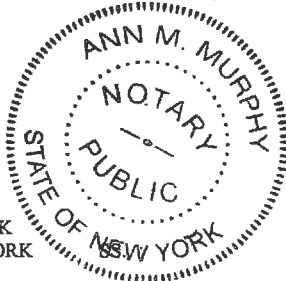
By.

*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 27<sup>th</sup>, 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*  
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

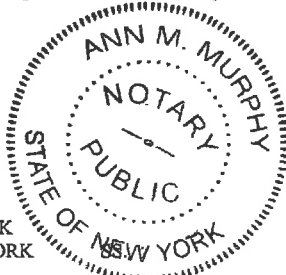
HUDSON INSURANCE COMPANY

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 27<sup>th</sup>, 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



EXHIBIT D  
CERTIFICATES OF INSURANCE

Client#: 1567074

MAGGIBRO1

**ACORD**<sup>TM</sup>**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 <b>USI Insurance Services, LLC</b> 201 Mission St 11th Fl San Francisco, CA 94105 628 201-9001	CONTACT NAME: <b>Teresa Rose</b>	
	PHONE (A/C, No, Ext): <b>628 201-9001</b>	FAX (A/C, No): <b>610 537-2393</b>
INSURED <b>Maggiara Bros. Drilling Inc.</b> 595 Airport Boulevard Watsonville, CA 95076	E-MAIL ADDRESS: <b>Teresa.Rose@usi.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>National Fire Insurance Co. of Hartford</b>	NAIC # <b>20478</b>
	INSURER B : <b>Continental Insurance Company</b>	<b>35289</b>
	INSURER C : <b>Redwood Fire and Casualty Insurance Co.</b>	<b>11673</b>
	INSURER D : <b>Nautilus Insurance Company</b>	<b>17370</b>
	INSURER E : <b>Continental Casualty Company</b>	<b>20443</b>
	INSURER F :	

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X PD Ded:5,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<b>4015556058</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$15,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		<b>4016912684</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b>		<b>4016912670</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>MAWC232954</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>D</b>	<b>Professional Liab</b> <b>Pollution Liab</b>		<b>CPP202831712</b>	<b>03/05/2021</b>	<b>03/05/2022</b>	<b>\$1,000,000 Each Claim</b> <b>\$1,000,000 Each Occ</b> <b>\$2,000,000 Aggregate</b>

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
<b>Designated Construction or Service Projects:</b> 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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Page 1 of 3



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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**:

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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



# 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.

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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

**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
<b>Name Of Person Or Organization:</b>
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