County of Monterey

Cayenne Room
1441 Schilling Place
Salinas Ca. 93901

Meeting Agenda - Final

Cayenne Room
1441 Schilling Place, Salinas, Ca. 93901

Monday, June 15, 2026
12:00 PM

Water Resources Agency Board of Directors

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

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Enter this Meeting ID number: 933 6610 3733, PASSWORD: 885643. 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.

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. 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 date (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.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Water Resources Agency Office the Friday prior to the Board of Directors meeting.

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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 envie su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion. Envie su comentario a la Secretaria de la Junta al correo electronico WRApubliccomment@countyofmonterey.gov. Para ayudar a la Secretaria a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico la fecha de la reunion (ejemplo, la Agenda de la Junta Directiva) y el número de artículo (ejemplo, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

Formatos Alternativos de Agenda: si se solicita, la agenda estar disponsible en formatos alternativos apropiados para personas con discapacidad, segun lo requerido por la Seccion 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 USC Sec. 12132) y las normas y regulaciones federales adoptadas para su implementacion. Las personas con discapacidad que reuieran una modificacion o adaptacion, includios ayudas o servicios auxiliares, para poder participar en la reunion publica pueden hacer estas solicitiudes a la Agencia de Recursos Hidricos el Viernes antes de la reunion.

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

Call to Order at 12:00 P.M.

Roll Call

Public Comments on Closed Session Items

Recess to Closed Session

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items: **WRAG 26-181**

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

i. *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; 24CVOOO428;

24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

b. Pursuant to Government Code section 54956.9(d)(4), the Board of Directors will confer with legal counsel regarding potential initiation of litigation.

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 be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Public Comment

Presentations

2. Review of the Water Year 2025 Groundwater Extraction Summary Report (Staff: Amy Woodrow) **WRAG 26-196**

Attachments: Board Report
GW Ext Summary Report WY2025

Consent Calendar

3. Approve the Action Minutes of the Board of Directors meeting held on May 18, 2026. **WRAG 26-197**

Approve the Action Minutes of the Special Joint Board of Directors meeting held on May 18, 2026

Attachments: Draft Meeting Minutes May 18, 2026
Draft Special Meeting Minutes May 18, 2026

4. Approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and Authorize the General Manager to execute Amendment No. 3. **WRAG 26-203**

Attachments: Board Report
Executed Original Agreement
Amendment No 1
Amendment No 2
Draft Amendment No 3
Board Order

5. Approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and authorize the General Manager to execute Amendment No. 1.

WRAG 26-204

Attachments: Board Report
Executed - Don Chapin, Co.
Amendment No. 1 - Don Chapin
Board Order

Scheduled Items

6. Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,180,147; and approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($236,029) of the original agreement, for a total contract amount not to exceed amount of $1,416,176.

WRAG 26-201

Attachments: Board Report
Att 1 Summary Costs
Exhibit A Worthington Inc. Estimate
Board Order

7. Consider approving Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning., for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of $75,000 for a total contract amount not to exceed $150,000; and authorize the General Manager to execute Amendment No. 1.

WRAG 26-199

Attachments: Board Report
Executed Phenix Environmental Agreement
Amendment No. 1 - Phenix
Exhibit A Nacimiento Plunge Pool
Board Order

8. Recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve grazing lease forms and a public bid notice for Agency grazing lands located around San Antonio and Nacimiento Reservoirs; and direct the Clerk of the Board of Supervisors to advertise for bids.

WRAG 26-200

Attachments: Board Report
1. DRAFT Grazing Lease Agreement and Exhibits
2. DRAFT Prequalification Bidder Form
3. DRAFT Public Notice to Bidders
4. DRAFT Maps of Agency Lease Areas
5. DRAFT Schedule 2026 Grazing Lease Bidding Cycle
Board Order

9. Recommend to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly. **WRAG 26-207**

Attachments: Board Report
Draft South Access Road RFB Project No 26-005
Draft Notice to Bidders Project No 26-005
Board Order

10. Consider receiving the Deep Aquifers Management Recommendations Memorandum. **WRAG 26-205**

Attachments: Board Report
Att 1 Deep Aquifers Management Recommendations Memorandum
Board Order

11. a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "Seawater Intrusion - A Shared Problem in Monterey County"; and,
b. Consider the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and,
c. Authorize the Board's response to be filed with the Presiding Judge of the Superior Court. **WRAG 26-208**

Attachments: Board Report
Joint CoM-WRA Response to CGJ Report of Seawater Intrusion - FINAL DRAFT 06-10-2026
Seawater-Intrusion-A Shared-Problem-In-Monterey-County_ADA

Key Information and Calendar of Events

12. June 2026 Calendar
July 2026 Calendar **WRAG 26-182**

Attachments: June 2026
July 2026

General Manager's Report

13. 1. Personnel
2. General Liability and Pollution Insurance

WRAG 26-209

Committee Reports

14. Committee Agenda's for May and June 2026.

WRAG 26-180

Attachments: Final WRAC Agenda May 28 2026-Cancelled
Final FAC Agenda June 5 2026
Final Agenda Planning Committee June 3 2026

Information Items

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

WRAG 26-198

Attachments: Reservoir Storage Release Update Report

16. Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

WRAG 26-206

Attachments: Board Report

Correspondence

17. Email Correspondence dated May 18, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: Public Comment Joint MCWRA & SVBGSA Workshop

WRAG 26-179

Email Correspondence dated May 22, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: General Public Comment Re May 18, 2026, SVBGSA & MCWRA Joint Board Workshop for Distribution and Record Placement

Email Correspondence dated May 26, 2026, to Ara Azhderian, General Manager,

Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: General Public Comment for Entry into the Record-May 18, 2026 SVBSA & MCWRA Joint Board Workshop

Attachments: Public Comment Joint WRA & SVBGSA Workshop
Public Comment SVBGSA & MCWRA Joint Board Workshop for Distribution & Record Placement
Public Comment for Entry into Record May 18, 2026

Board of Directors Comments

Adjournment

Introduced: 5/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

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

i. *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; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

b. Pursuant to Government Code section 54956.9(d)(4), the Board of Directors will confer with legal counsel regarding potential initiation of litigation.

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Review of the Water Year 2025 Groundwater Extraction Summary Report (Staff: Amy Woodrow)

SUMMARY/DISCUSSION:
Staff have prepared the Water Year 2025 Groundwater Extraction Summary Report (Report). This annual report includes an overview of groundwater extraction data collected through the Groundwater Extraction Management System (GEMS) for Water Year 2025 (October 1, 2024-September 30, 2025) from over 1,900 groundwater wells in Monterey County Water Resources Agency (Agency) Zone 2C (Attachment 1). The Report also provides information on water conservation practices and crop water usage within the reporting area.

Total groundwater extraction reported for Water Year 2025 was 422,442 acre-feet (AF). This is an increase of 35,770 AF in the volume of groundwater extracted compared to reporting year 2024. The breakdown between agricultural extraction and urban extraction for Water Year 2025 was 385,126 AF (91.2%) and 37,317 AF (8.8%), respectively. The Agency received groundwater extraction reports from ninety-four percent (94%) of the 1,910 wells that were required to report data.

The Report also provides extraction information by subarea and crop type and provides a summary of the forecasted conservation practices for both agricultural and urban entities.

These activities align with Agency Strategic Plan Goals B7 (Use of data and analysis to make informed decisions based on science) and E1 (Improve public outreach to increase transparency, communication, education and information about Agency projects and programs).

OTHER AGENCY INVOLVEMENT:
No other agencies were involved in production of the report, however, the groundwater extraction data that are foundational to the report are utilized by local Groundwater Sustainability Agencies.

FINANCING:
The collection and analysis of groundwater extraction data, and preparation of this report, that occurred during Fiscal Year 2025-2026 were funded by the Groundwater Monitoring Program (Fund 111/ Fund 1501).

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

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

Attachments:
Attachment 1 - Water Year 2025 Groundwater Extraction Summary Report

Introduced: 6/4/2026
Version: 1

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Matter Type: WR General Agenda

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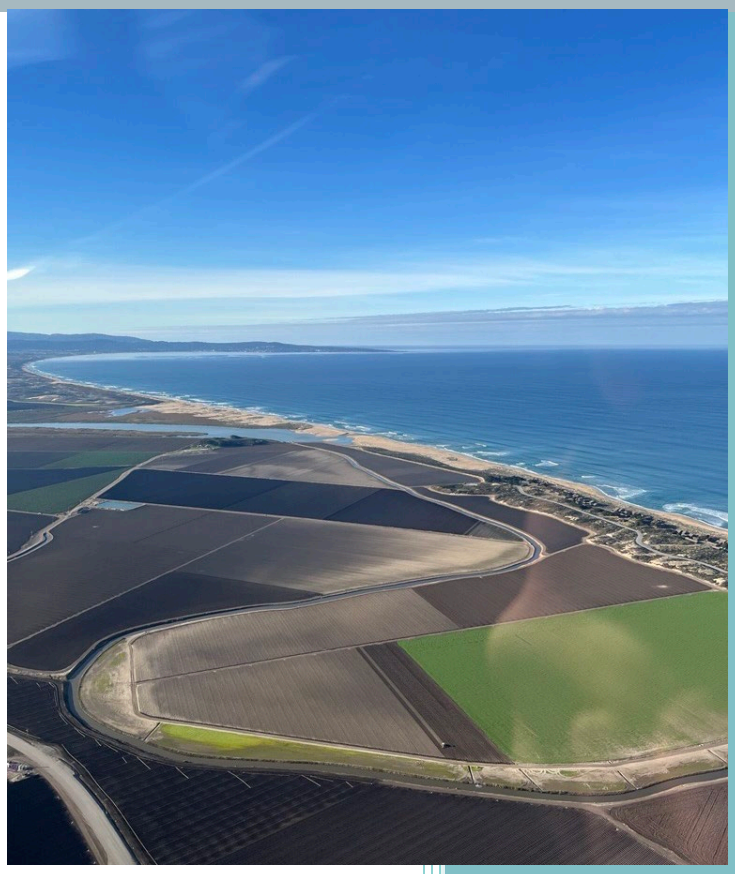
Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, (831) 755-4860

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

Attachments:
Attachment 1 - Water Year 2025 Groundwater Extraction Summary Report

Water Year 2025

Groundwater Extraction Summary Report



Monterey County Water Resources Agency

April 2026


MONTEREY COUNTY WATER RESOURCES AGENCY
1947

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Overview of the Groundwater Extraction Reporting Program

History of the Groundwater Extraction Reporting Program

In 1993, the Monterey County Board of Supervisors adopted Ordinances No. 3717 and 3718 that require water suppliers within Zones 2, 2A, and 2B to report water use information for groundwater extraction facilities (wells) and service connections, with a discharge pipe having an inside diameter of at least three inches, to the Monterey County Water Resources Agency (Agency). In 2024, Ordinance No. 5426 was adopted and Ordinance Nos. 3717 and 3718 were repealed. Ord. No. 5426 and the accompanying Groundwater Monitoring Program (GMP) Manual updated Agency regulations around groundwater extraction reporting.
The purpose of the Groundwater Extraction Reporting Program is to provide the Agency with the most accurate water use information available to effectively manage groundwater resources. In order to obtain accurate water pumping information, methods of directly measuring water extractions have been implemented.

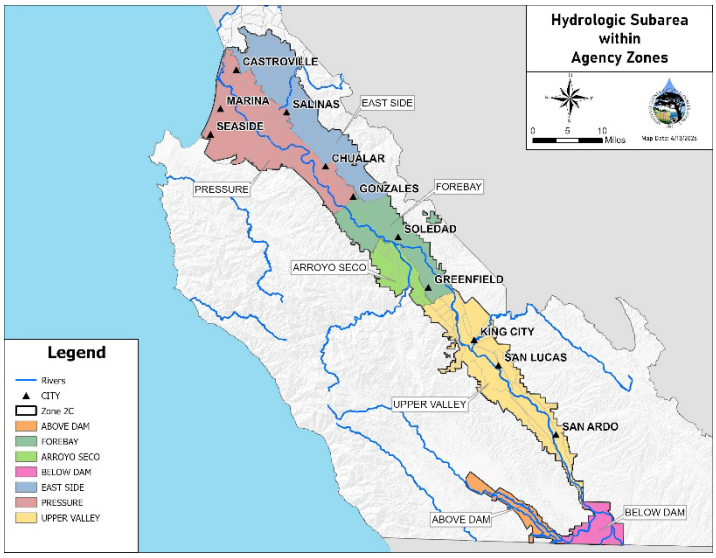


Figure 1. Hydrologic Subareas within Agency Zone 2C

Historically, the Agency has collected groundwater extraction data from well operators annually for a period beginning November 1 and ending October 31 (“reporting year”). Data collection began with the 1992-1993 reporting year. The 2025 annual report marks the first year of reporting on a Water Year (WY) basis, covering the period from October 1 through September 30, in accordance with Ordinance No. 5426. Information submitted by more than two hundred well operators throughout the Salinas Valley is utilized to prepare this report (Figure 1).

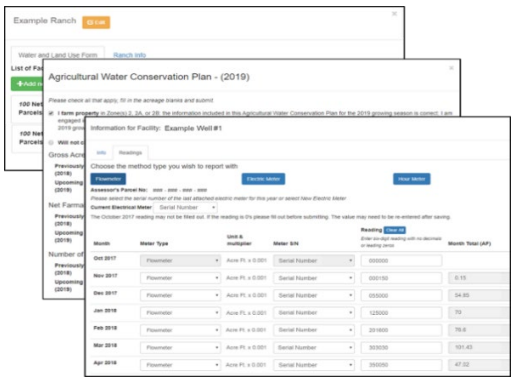
For extraction reporting purposes, the Agency has grouped pumping data using four hydrologic subareas: Pressure, East Side, Forebay, and Upper Valley. These subareas are hydrologically and hydraulically connected, and their boundaries are defined by differences in local hydrogeology and recharge. Zone 2C also identifies an Arroyo Seco subarea that is hydraulically connected to the alluvium of the Salinas Valley but receives a predominance of recharge from the Arroyo Seco River. During WY 2025, the Agency continued to work on expanding groundwater extraction data collection and reporting from the historical program boundaries to Zone 2C. Due to the ongoing nature of this reporting expansion effort, the Agency aggregated groundwater extraction data for the Arroyo Seco and Forebay subareas for WY 2025, but acknowledges that they are defined as separate subareas in Zone 2C. Groundwater extraction reporting has not yet expanded to the Above Dam and Below Dam subareas that are identified in Zone 2C.

Since the adoption of Ordinance 3851 in 1995, the Agency has required the annual submittal of Agricultural Water Conservation Plans, which outline the best management practices (BMPs) that are to be adopted each year by growers in the Salinas Valley. In 1996, an ordinance was passed that requires the filing of Urban Water Conservation Plans (Ordinance 3886). Developed as the urban counterpart to the agricultural water conservation plans, the plans provide an overview of the BMPs to be implemented by urban water purveyors as conservation measures.

Groundwater Summary Report

The purpose of this report is to summarize the data submitted to the Agency by well operators in October 2025 from the following annual forms:

- Groundwater Extraction Forms (agricultural and urban)
- Water Conservation Plans (agricultural and urban)
- Water and Land Use Forms (agricultural)



The agricultural and urban data from the groundwater extraction program cover WY 2025 (October 1, 2024 through September 30, 2025). The agricultural and urban water conservation plans for 2026 are also summarized. This report is intended to present a synopsis of current groundwater extraction within the Salinas Valley, including agricultural and urban water conservation improvements that are being implemented to reduce the total amount of water pumped. It is not the purpose of this report to thoroughly analyze the factors that contribute to increases or decreases in pumping.

Compliance

The Agency received Groundwater Extraction Reports from ninety-four percent (94%) of the 1,910 wells in Zone 2C of the Salinas Valley that were asked to report for WY 2025. Agricultural and Urban Water Conservation Plan submittal compliance for 2025 was eighty percent (80%) and seventy-nine percent (79%), respectively.

Reporting Format

Groundwater extraction data are presented in this report in units of acre-feet (AF). One acre-foot is equal to 325,851 gallons.

Reporting Methods

The GMP Manual provides well operators with a choice of three different reporting methods: Water Flowmeter, Electrical Meter, or Hour Meter (timer). The summary of groundwater extractions presented in this report is compiled from data generated by all three reporting methods. The GMP Manual requires annual pump efficiency tests for well owners using the electrical meter method and flow meter calibration every five years to ensure the accuracy of the data reported. The overall distribution of methods used for the WY 2025 data was: 87% Flowmeter; 13% Electrical Meter; and <1.0% Hour Meter, with some variability between subarea (Figure 2)

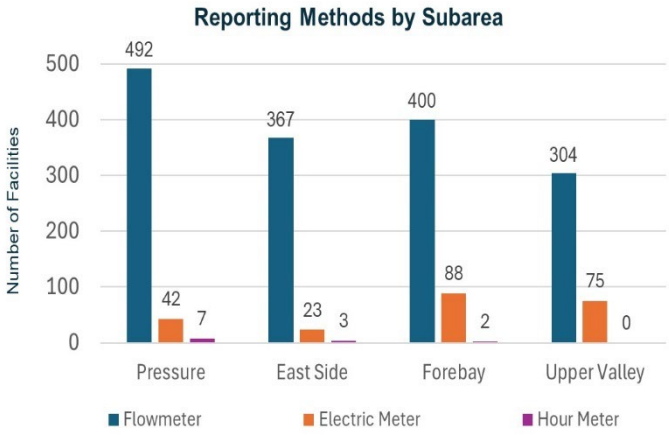


Figure 2. Reporting Method by Subarea

Disclaimer

While the Agency has made every effort to ensure the accuracy of the data presented in this report, it should be noted that the data are submitted by individual reporting parties. In addition, since so many factors can affect the equipment calibration, it is understood that no reporting method is 100 percent accurate. The Agency maintains strict quality assurance in the compilation, standardization, and entry of the data received. Changes to historical data may occur due to additional submittals after the due date. Rounding errors may cause the total extraction values displayed to be within 5 AF of actual totals.

Groundwater Extraction Form – Data Summary

Total Extractions by Subarea and Type of Use

All data presented in this section are derived from the agricultural and urban Groundwater Extraction Forms.

Subarea	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
Pressure	87,622	14,652	**102,273**
East Side	66,949	13,760	**80,709**
Forebay	113,101	6,735	**119,836**
Upper Valley	117,454	2,170	**119,623**
Total (AF)	**385,126**	**37,317**	**422,442**
Total (%)	**91.2%**	**8.8%**	**100.0%**

Table 1. Extraction Data by Subarea and Type of Use.

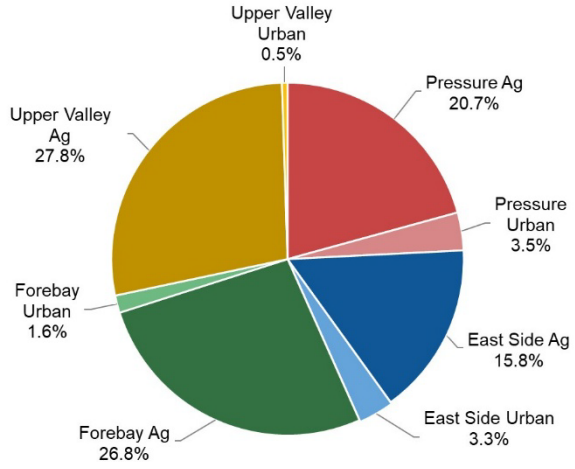


Figure 3. Percentage of Ag and Urban Extractions by Subarea.

Urban Extraction Data by City or Area

The total groundwater extractions attributed to urban use include residential, commercial, institutional, industrial, and governmental pumping, and are summarized below.

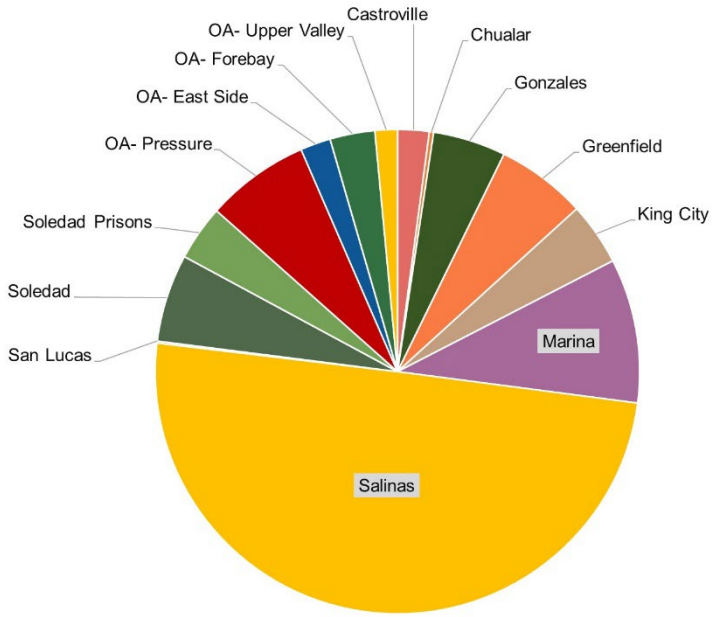


Figure 4. Distribution of Urban Extractions by City or Area.

Table 2. Urban Extractions by City or Area

City or Area	Urban Pumping (AF)	Percentage
Castroville	788	2.10%
Chualar	107	0.28%
Gonzales	1,820	4.86%
Greenfield	2,250	6.01%
King City	1,562	4.17%
Marina	3,607	9.64%
Salinas	18,648	49.82%
San Ardo	48	0.13%
San Lucas	No Data	0.00%
Soledad	2,194	5.86%
Soledad Prisons	1,382	3.69%
OA- Pressure	2,587	6.91%
OA- East Side	760	2.03%
OA- Forebay	1,122	3.00%
OA- Upper Valley	560	1.49%
Total	**37,435**	**100.00%**

OA=Other Area

Total Reported Groundwater Extraction in Zone 2C

Figure 5 provides a spatial representation of groundwater extractions within Zone 2C for WY 2025. The figures and tables on the next six pages provide extraction information by subarea. The number of wells shown in Figures 5 to 16 may be different than the total number of wells in the program, as stated on Page 2, due to delinquent extraction reports.

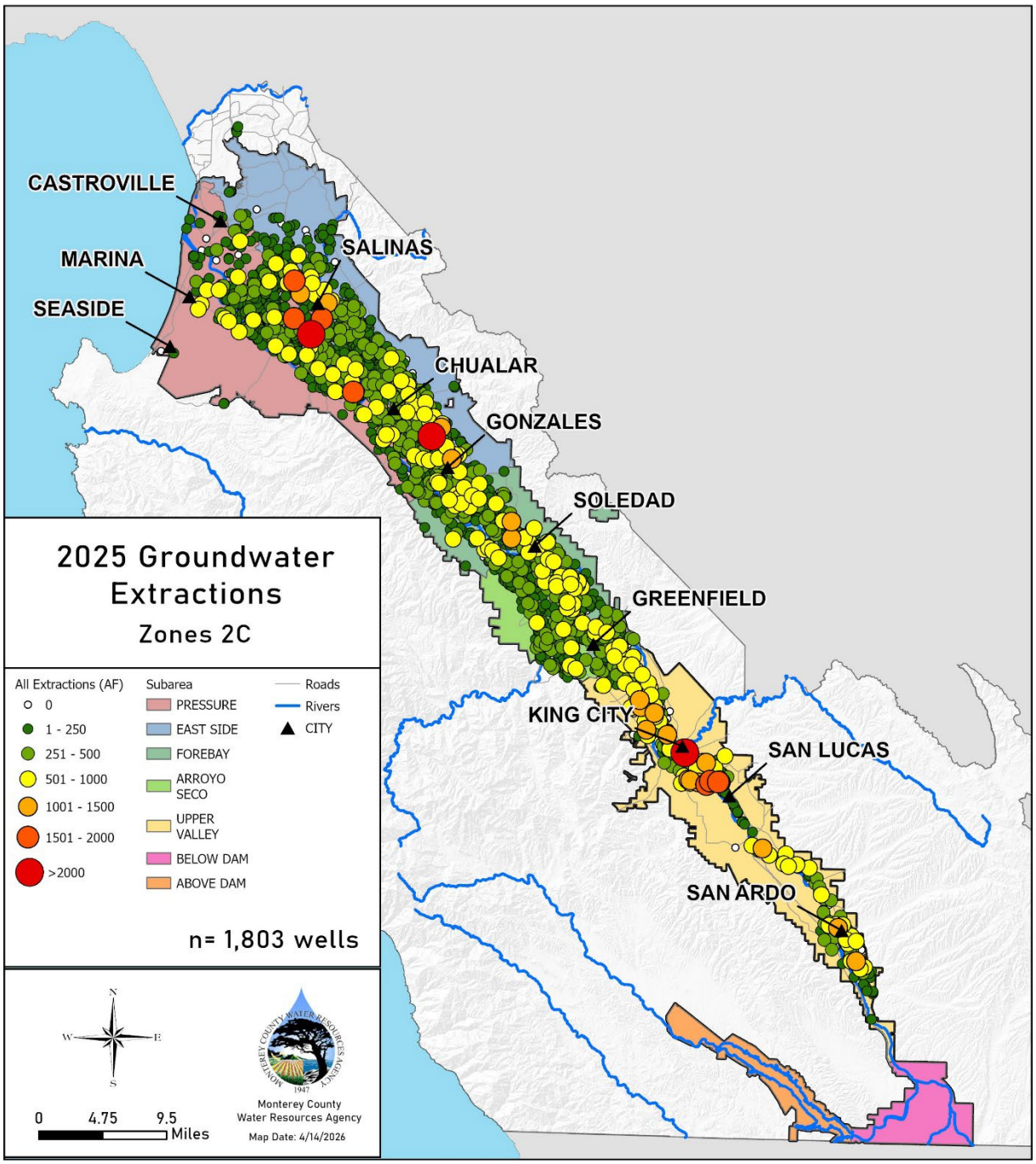


Figure 5. Water Year 2025 Groundwater Extractions (AF).

Pressure Subarea – Extraction Data

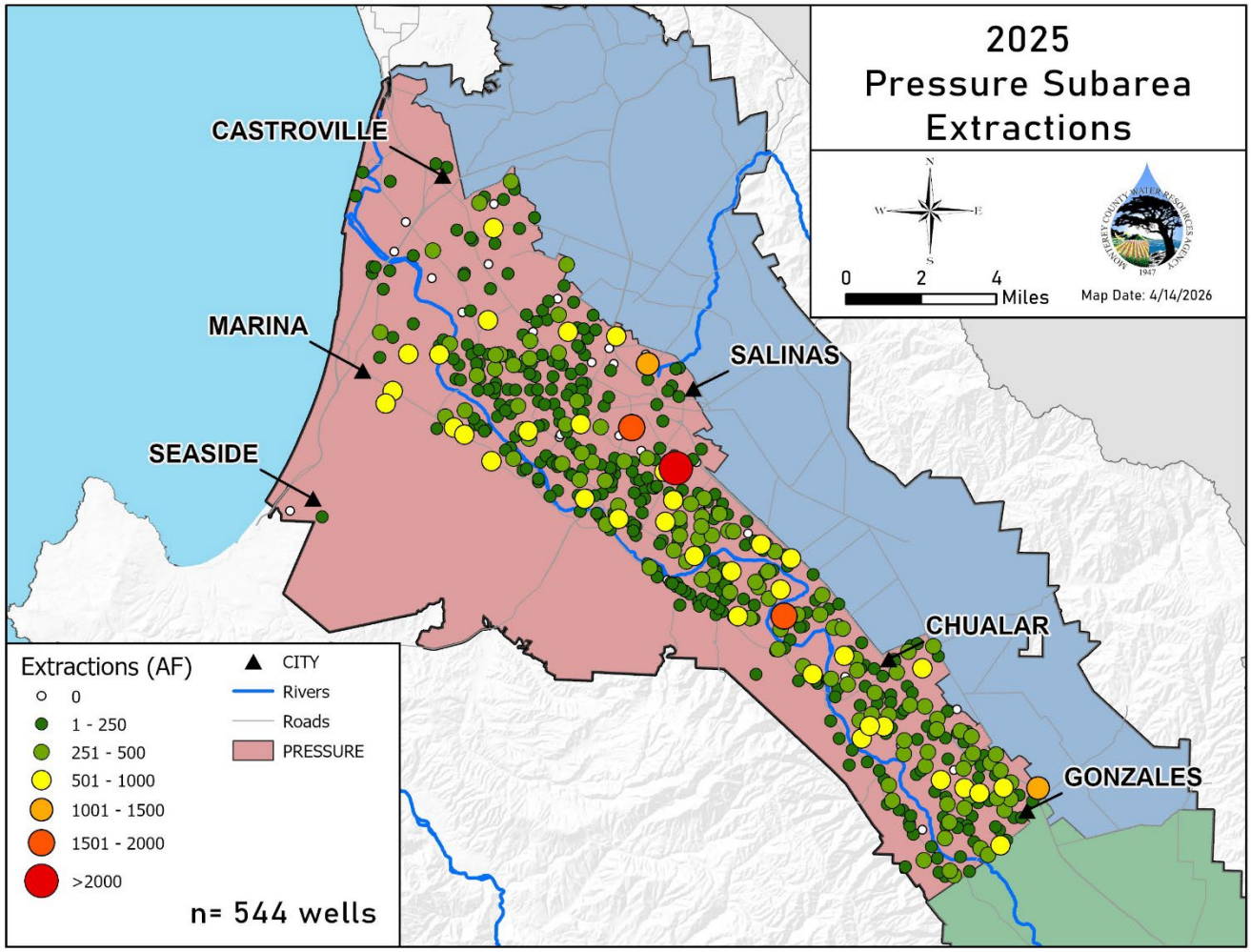


Figure 6. Water Year 2025 Groundwater Extractions in the Pressure Subarea.

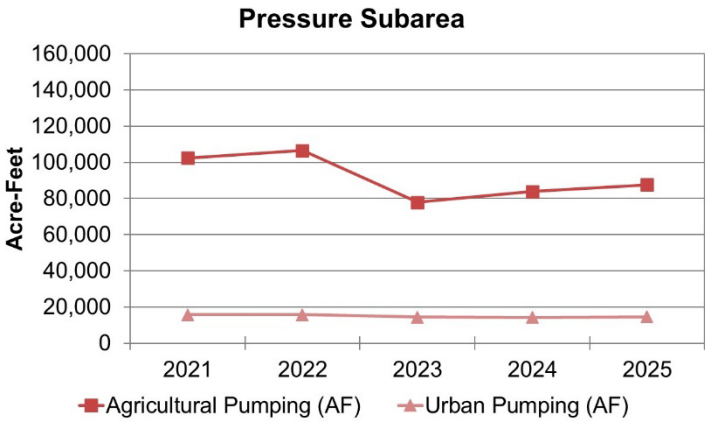


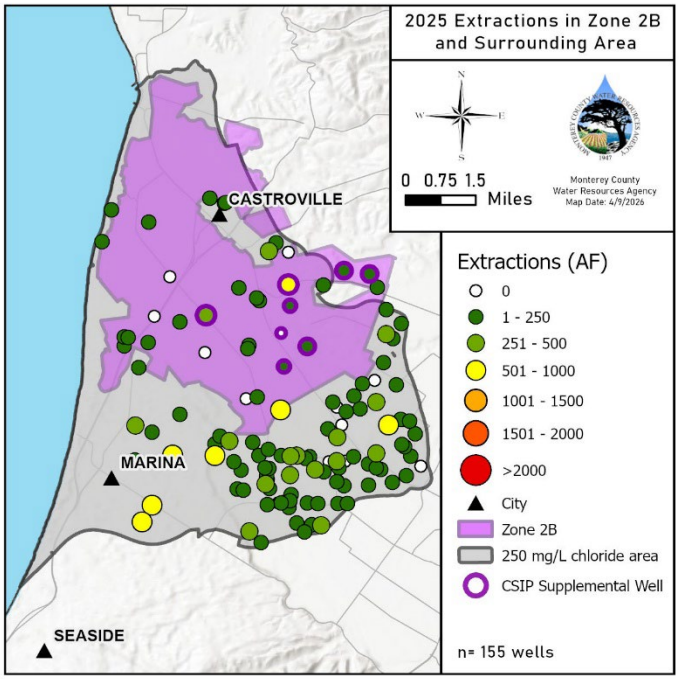
Figure 7. Agricultural and Urban Extractions (AF) in the Pressure Subarea 2021-2025.

Table 3. Total, Agricultural, and Urban Extractions (AF) in the Pressure Subarea 2021-2025.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2025	87,622	14,652	**102,274**
2024	83,841	14,260	**98,101**
2023	77,906	14,516	**92,422**
2022	106,493	15,847	**122,340**
2021	102,435	15,785	**118,220**

CSIP and Zone 2B – Extraction Data

The Castroville Seawater Intrusion Project (CSIP) delivers recycled water from the Salinas Valley Reclamation Project, re-diverted stored reservoir water via the Salinas River Diversion Facility, and groundwater from eight supplemental wells to 12,000 acres of irrigated land in the Castroville area, referred to as Zone 2B, to reduce groundwater pumping near the coast. Pumping from non-CSIP supplemental wells (i.e. privately owned wells) has decreased since CSIP began operations in 1998 but is still occurring (Figure 8). The area where chloride concentrations have been observed to equal or exceed 250 milligrams per liter (mg/L) in either the 180-Foot or 400-Foot Aquifer is also included in this analysis. That area is considered vulnerable due to increasing chloride levels from seawater intrusion and, in some cases, contains pathways for seawater intrusion to migrate vertically from the impaired overlying aquifers (Figure 8, Table 4). The data shown below is a subset of the Pressure Subarea extractions on the previous page.



Aquifer	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
180-Ft Aquifer or East Side Shallow	1,558	0	**1,558**
180 and 400-Ft Aquifer	610	323	**933**
400-Ft Aquifer or East Side Deep	10,501	1,475	**11,976**
Deep Aquifers	8,441	2,046	**10,487**
Unknown	2,702	0	**2,702**
Total (AF)	23,811	3,843	**27,655**

Table 4. 2025 Extraction Data in Zone 2B and the 250 mg/L chloride extent by Aquifer and Type of Use

Figure 8. Water Year 2025 Groundwater Extractions (AF) in Zone 2B and surrounding area

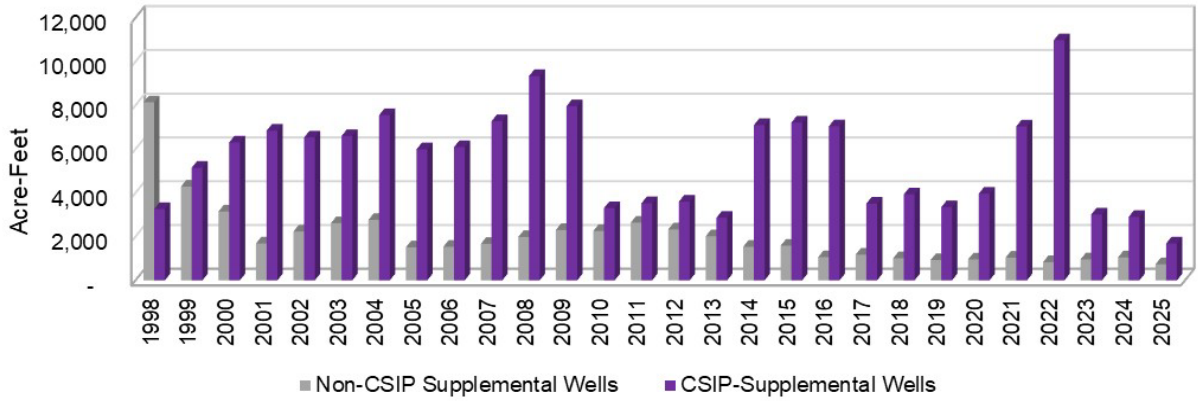


Figure 9. Groundwater Extractions in Zone 2B from CSIP and Non-CSIP Supplemental Wells, 1998-2025

Deep Aquifers – Extraction Data

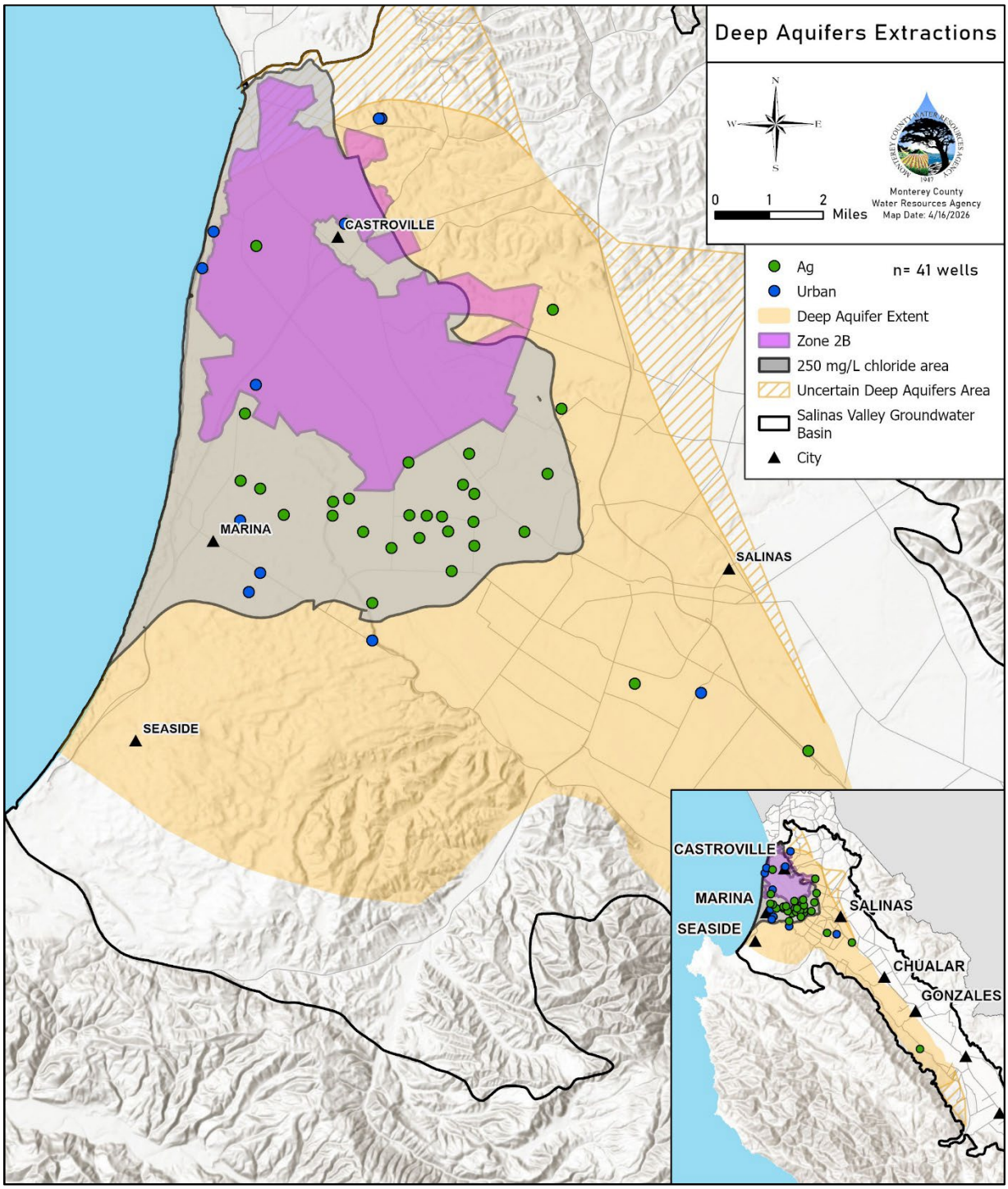


Figure 10. Deep Aquifers Wells with Extraction Data by Type of Use

Deep Aquifers – Extraction Data

The Agency has historically categorized wells as being constructed to extract water from the Deep Aquifers based on best available data, which may include geologic descriptions from well logs, groundwater quality data, and/or groundwater level data. Following completion of the Deep Aquifers Study in 2024 by Montgomery & Associates, the Agency revised the categorization of some wells based on the newly available airborne electromagnetic (AEM) data, which changed the total number of Deep Aquifers wells reporting groundwater extraction data from 57 to 45. Beginning with the 2024 Groundwater Extraction Summary Report, the data reported in this section are derived using the same wells that were designated as Deep Aquifers wells in the Deep Aquifers Study.

Reporting Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2025	7,860	4,741	**12,601**
2024	7,688	4,652	**12,341**
2023	7,826	4,453	**12,279**
2022	9,599	4,154	**13,753**
2021	8,820	4,258	**13,078**
2020	6,996	4,348	**11,344**
2019	5,331	5,016	**10,347**
2018	4,855	4,790	**9,645**
2017	4,958	4,558	**9,516**
2016	4,293	4,259	**8,552**
2015	2,010	4,363	**6,373**
2014	2,031	4,404	**6,435**
2013	1,097	2,505	**3,602**
2012	1,397	2,424	**3,821**
2011	927	2,173	**3,100**
2010	982	2,236	**3,218**
2009	696	2,450	**3,146**

Table 5. Deep Aquifers Groundwater Extractions by Type of Use, 2009-2025

Historical totals of groundwater extraction listed in Table 5 and on Figure 11 prior to 2024 have not been recalculated using the revised set of wells.

The amount of water extracted from the Deep Aquifers has increased in recent years (Table 5). The potential for inducing leakage from the overlying impaired aquifers is a serious concern as groundwater extractions from the Deep Aquifers continue to increase. The Deep Aquifers Study also noted that decreased groundwater elevations in the Deep Aquifers may depressurize clay units that could result in subsidence.

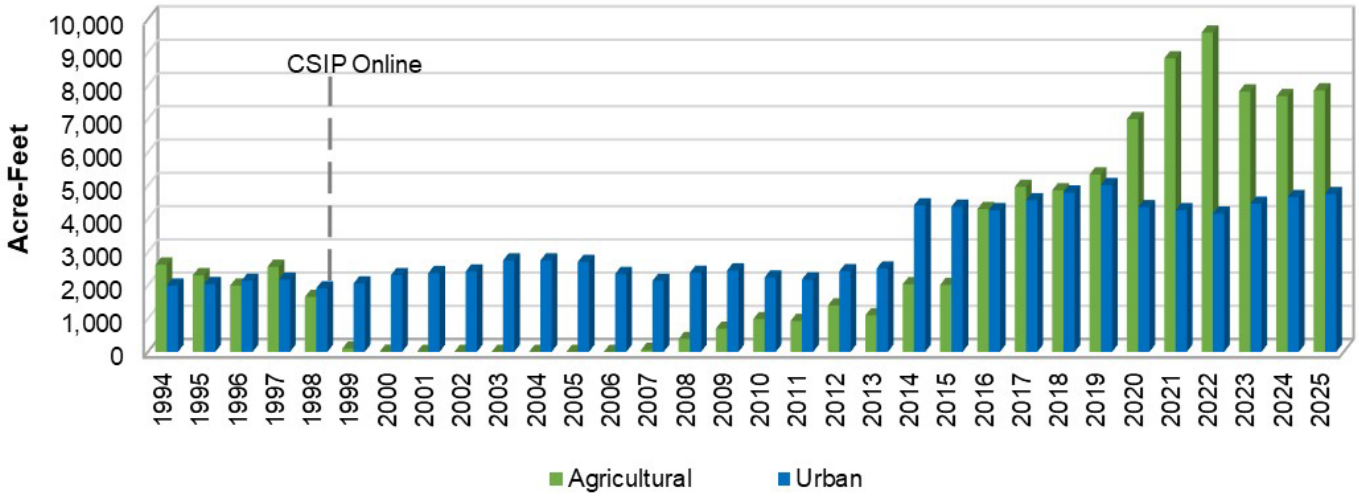


Figure 11. Deep Aquifers Groundwater Extractions by Type of Use, 1994-2025

East Side Subarea – Extraction Data

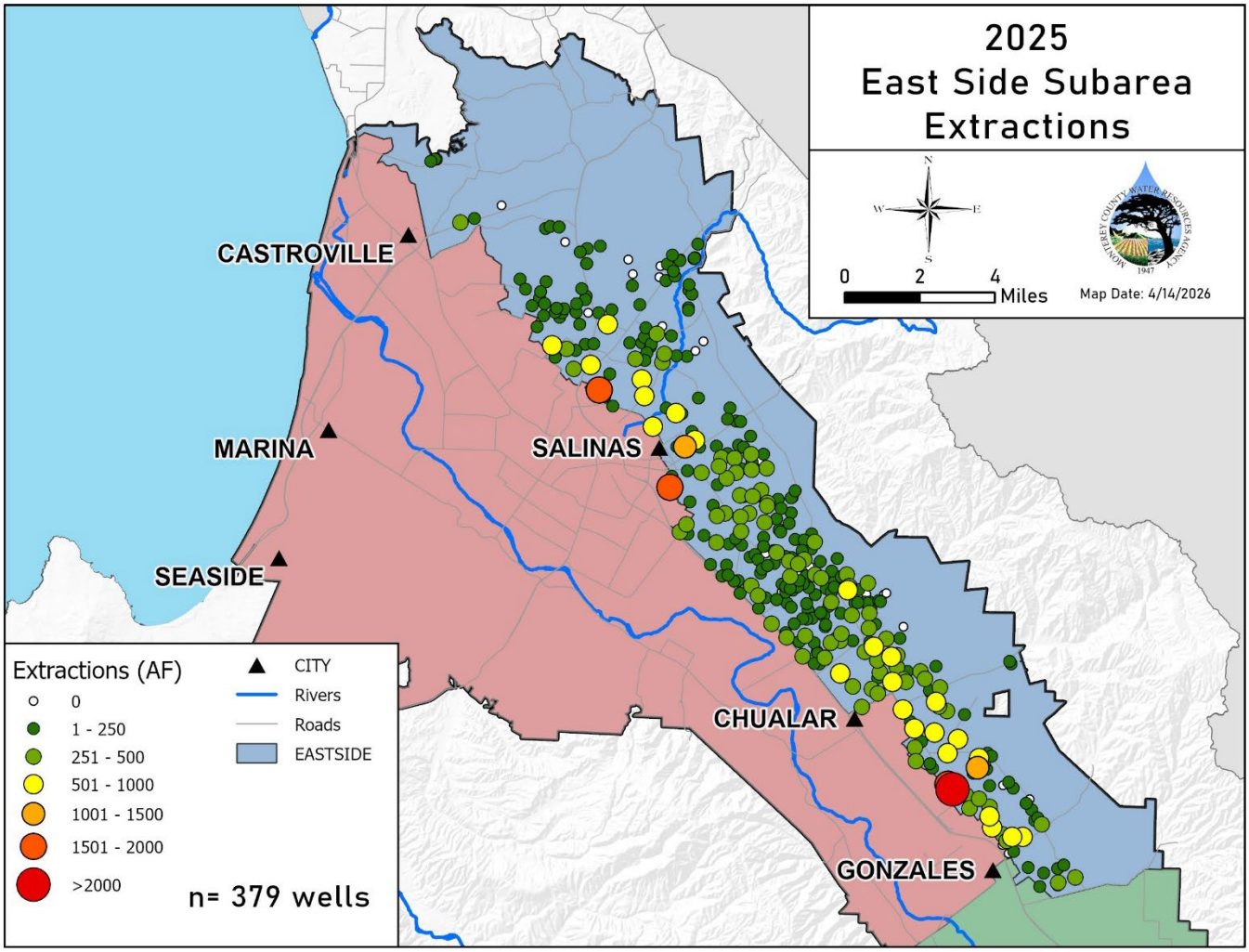


Figure 12. Water Year 2025 Groundwater Extractions in the East Side Subarea.

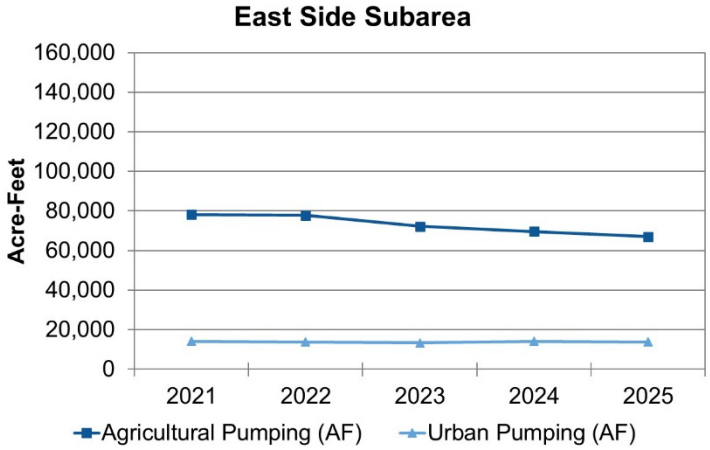


Figure 13. Agricultural and Urban Extractions (AF) in the East Side Subarea 2021-2025.

Table 6. Total, Agricultural, and Urban Extractions (AF) in the East Side Subarea 2021-2025.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2025	66,949	13,760	**80,709**
2024	69,683	14,043	**83,726**
2023	72,157	13,286	**85,443**
2022	77,731	13,840	**91,571**
2021	78,283	14,136	**92,419**

Forebay Subarea – Extraction Data

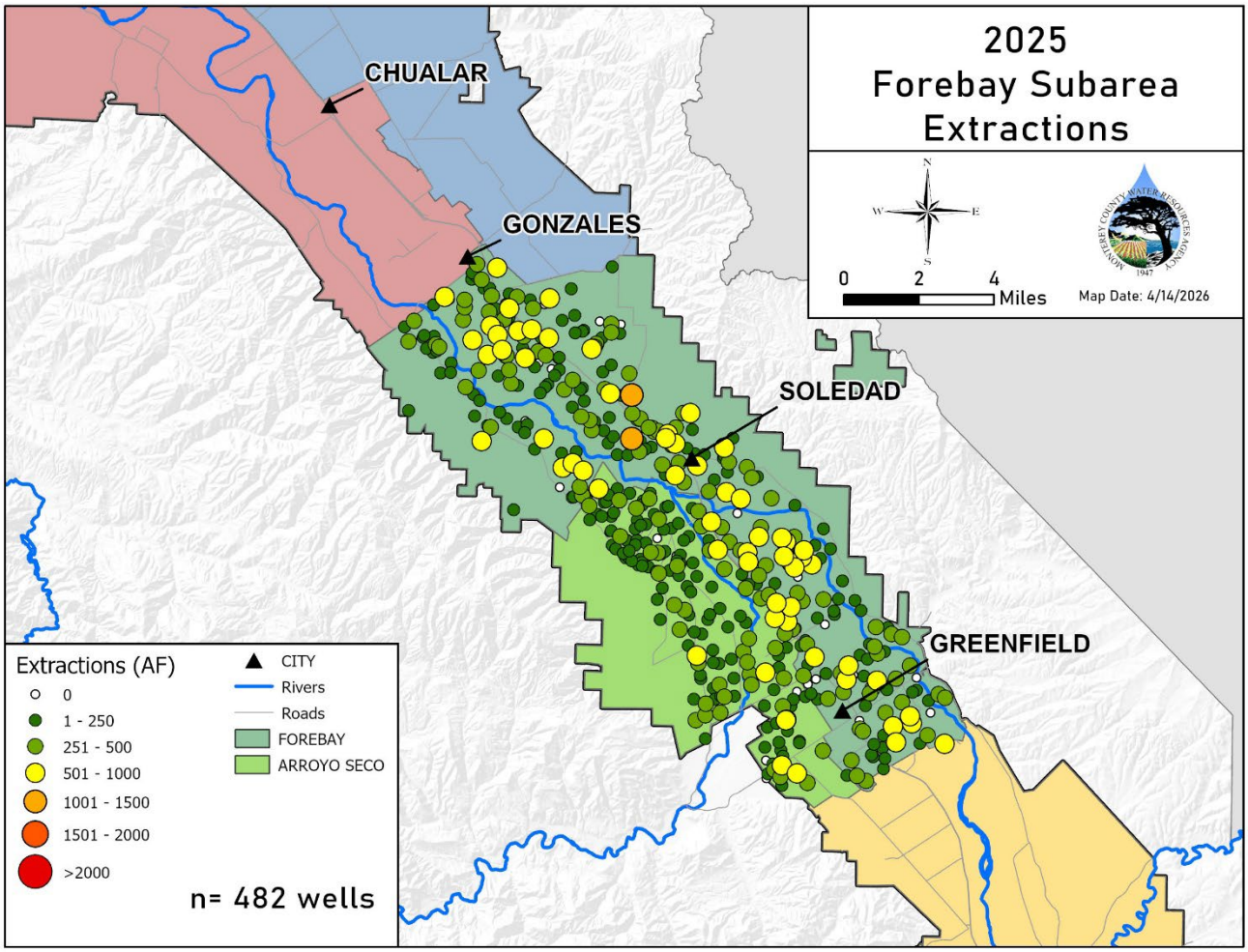


Figure 14. Water Year 2025 Groundwater Extractions in the Forebay Subarea.

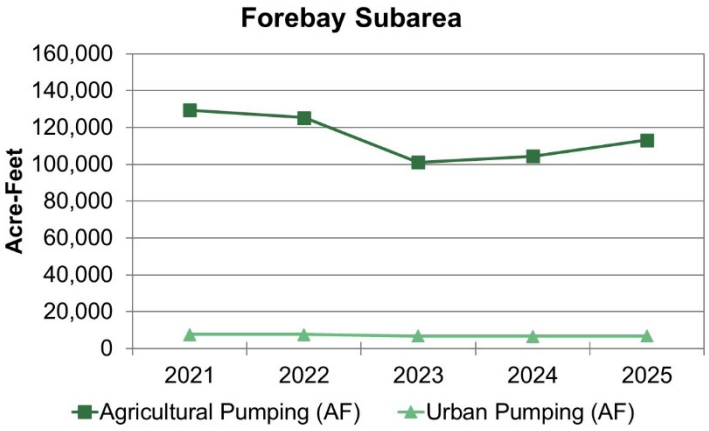


Figure 15. Agricultural and Urban Extractions (AF) in the Forebay Subarea 2021-2025.

Table 7. Total, Agricultural, and Urban Extractions (AF) in the Forebay Subarea 2021-2025.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2025	113,101	6,735	**119,836**
2024	104,387	6,621	**111,008**
2023	101,050	6,748	**107,798**
2022	125,341	7,544	**132,885**
2021	129,391	7,645	**137,036**

Upper Valley Subarea – Extraction Data

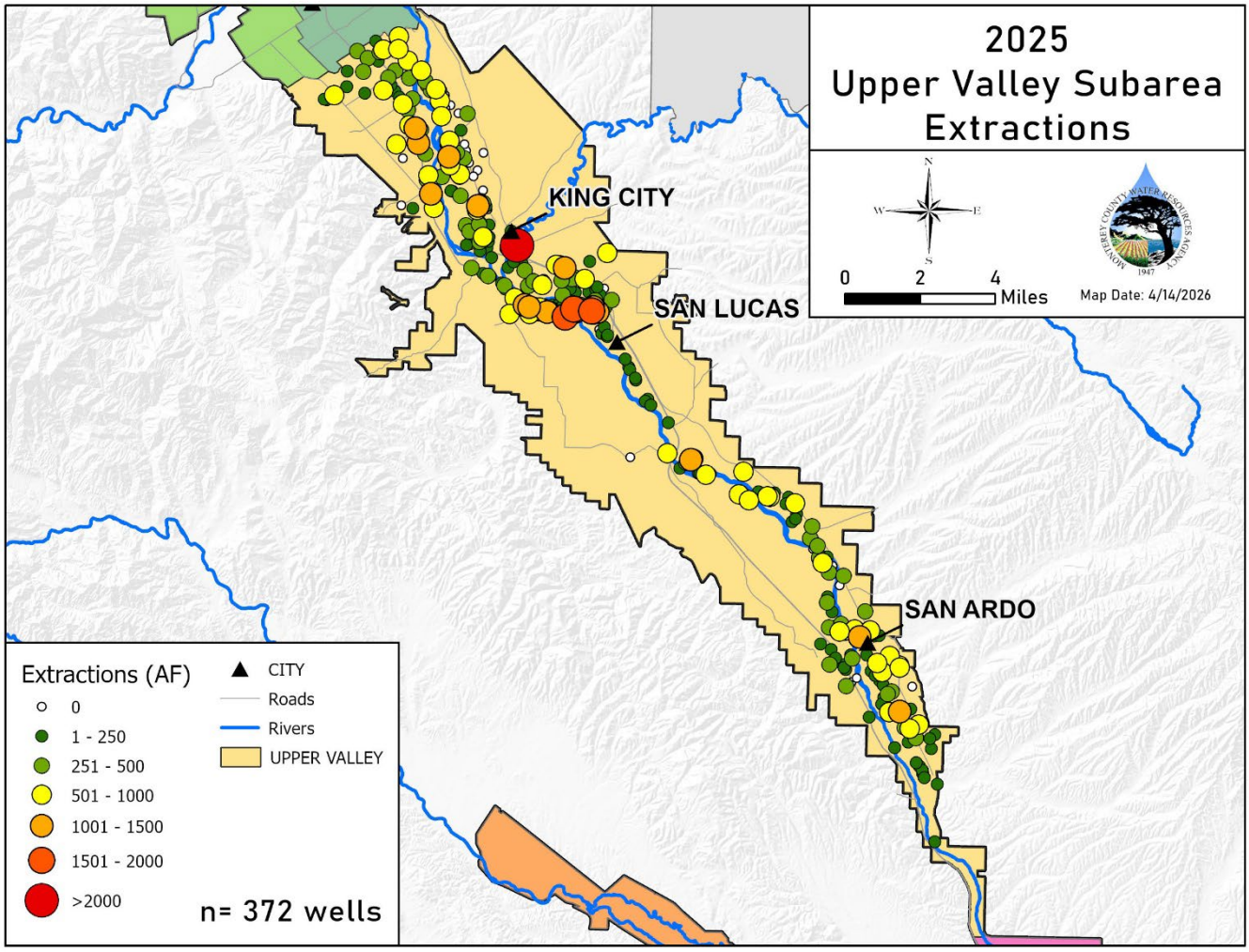


Figure 16. Water Year 2025 Groundwater Extractions in the Upper Valley Subarea

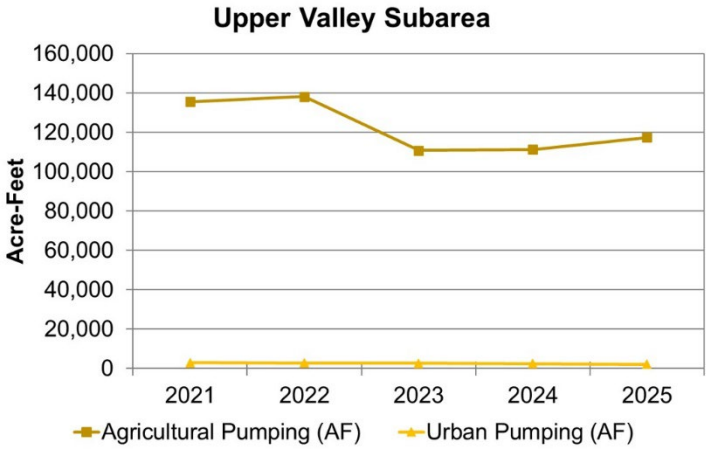


Figure 17. Agricultural and Urban Extractions (AF) in the Upper Valley Subarea 2021-2025.

Table 8. Total, Agricultural, and Urban Extractions (AF) in the Upper Valley Subarea 2021-2025.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2025	117,454	2,170	**119,624**
2024	111,359	2,478	**113,837**
2023	110,820	2,699	**113,519**
2022	138,257	2,758	**141,015**
2021	135,596	2,987	**138,583**

Agricultural Water Conservation – Data Summary

In 1995, the Monterey County Water Resources Agency Board of Supervisors adopted Ordinance No. 3851 requiring the filing of Agricultural Water Conservation Plans. Ordinance No. 3851 was amended in 1999, resulting in Ordinance No. 4014. The Agricultural Water Conservation Plans include information on net irrigated acreage, irrigation methods, and crop type. This information is forecasted and indicates what the grower plans to do in the upcoming year. Figure 18 and Table 9 present a breakdown of irrigation methods by crop type. Figure 19 shows the change in irrigation methods over the length of the groundwater extraction reporting program and Figure 20 shows the top ten Best Management Practices (BMPs) to be implemented in 2026.

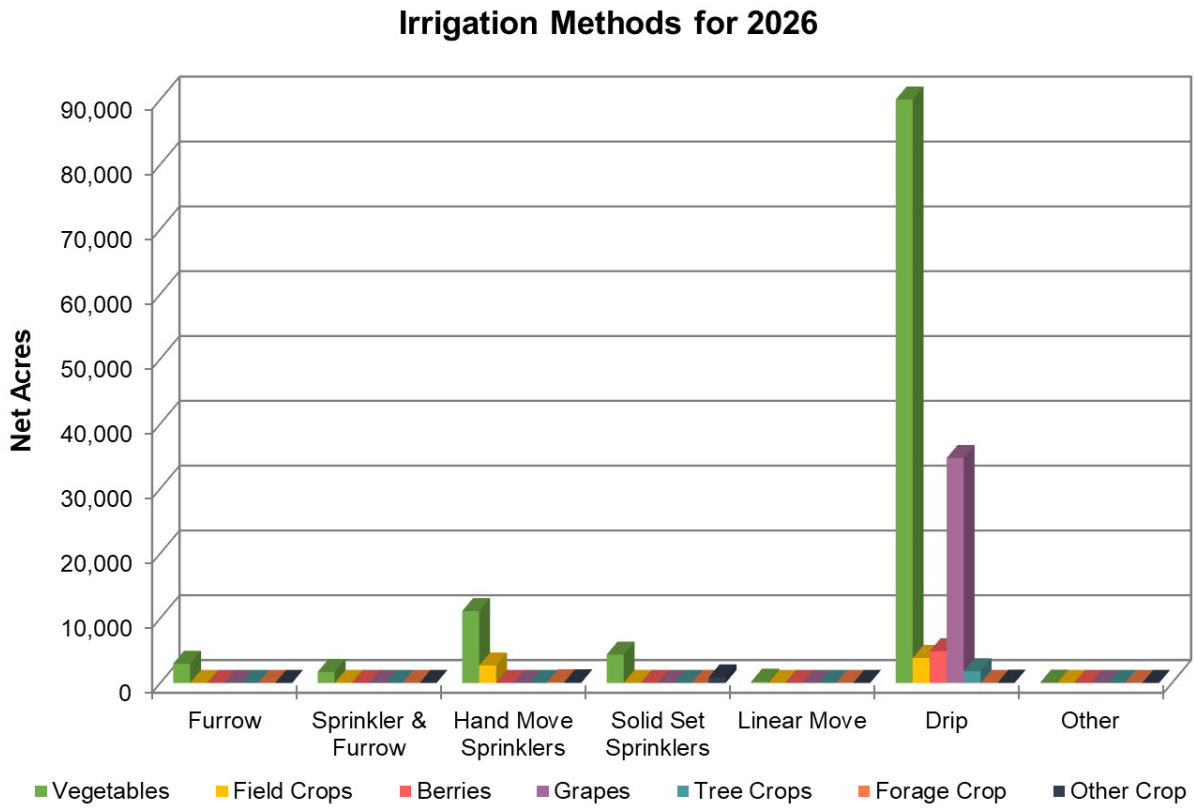


Figure 18. 2026 Forecasted Net Acre Distribution of Irrigation Methods by Crop Type.

2026	Furrow	Sprinkler & Furrow	Hand Move Sprinklers	Solid Set Sprinklers	Linear Move	Drip	Other	Total
Vegetables	2,959	1,689	11,087	4,373	194	96,896	51	117,248
Field Crops	0	10	2,690	0	0	3,853	0	6,552
Berries	0	0	0	0	0	4,899	0	4,899
Grapes	0	0	0	0	0	34,690	0	34,690
Tree Crops	0	0	0	0	0	1,794	0	1,794
Forage Crop	0	0	97	0	10	0	0	107
Other Crop	0	0	95	855	0	37	0	987
Unirrigated	0	0	0	0	0	0	1,851	1,851
Total	**2,959**	**1,699**	**13,968**	**5,228**	**204**	**142,168**	**1,902**	**168,128**

Table 9. Net Acres by Irrigation Method and Crop Type.

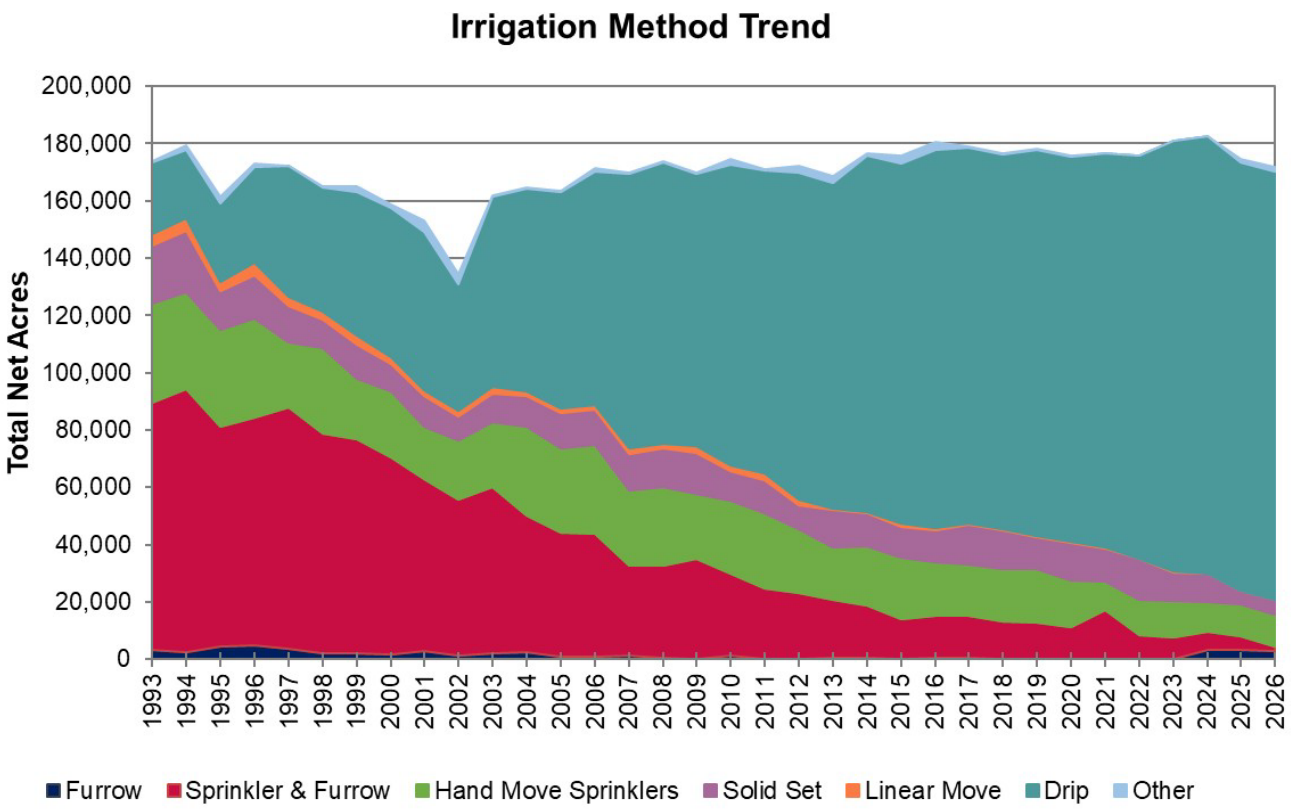


Figure 19. Changes in Irrigation Methods Used Over Time (1993 – 2026) in Zones 2, 2A, and 2B.



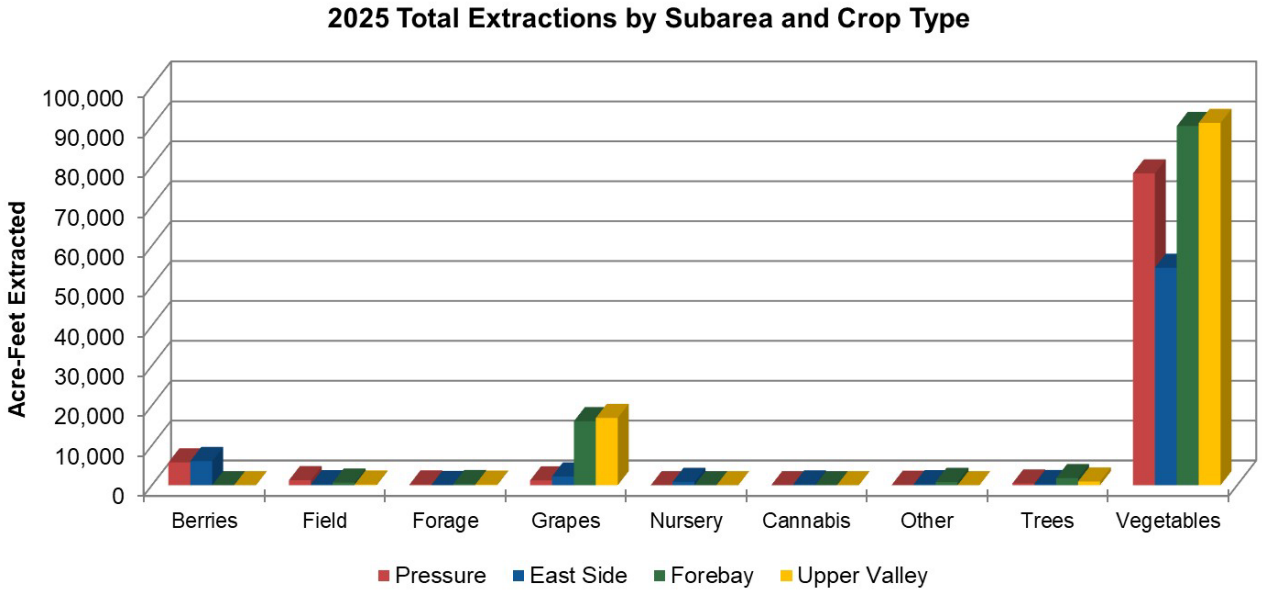
Figure 20. Top Ten BMPs Forecasted for 2026by Reported Net Acres of Application.

Water and Land Use Form – Data Summary

The following three figures show the agricultural water extracted (Figure 21), irrigated net acres (Figure 22), and amount of water used per acre (Figure 23) by hydrologic subarea and crop type based on data submitted on the Water and Land Use forms. The data account for all crop types reported and all reporting methods: water flowmeter, electrical meter, and hour meter.

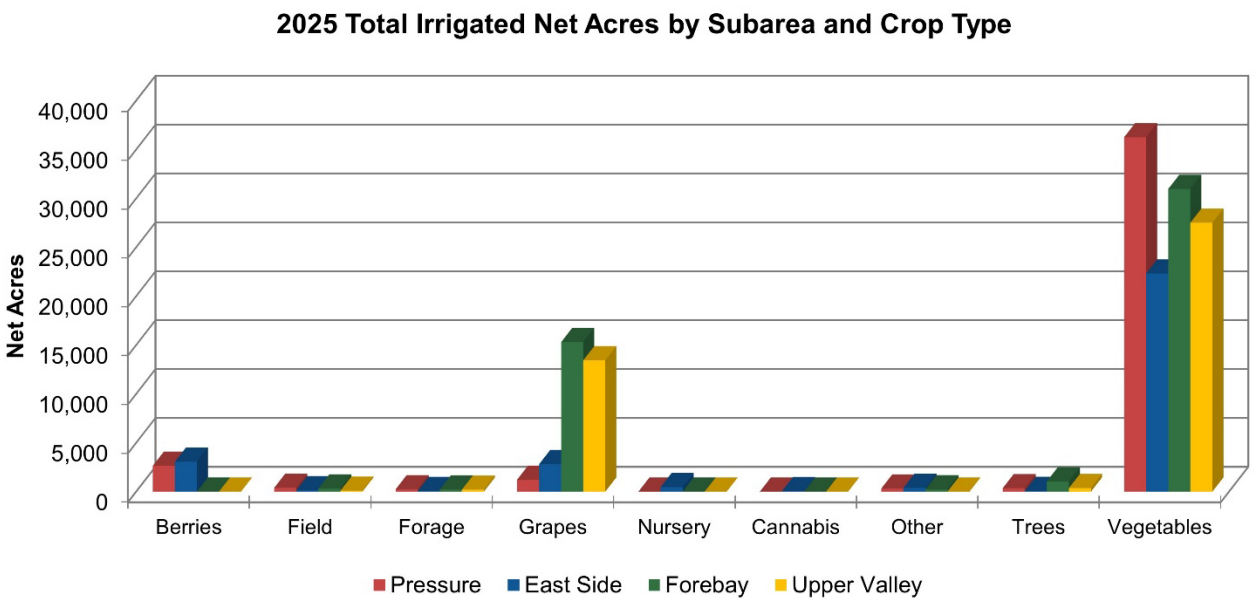
Changing weather patterns, variable soil types, and crop types affect the amount of water needed for efficient irrigation. Even during years with similar precipitation amounts, pumping rates will vary from one subarea to another, and crop types will vary depending on economic demand and other factors.

Examples of crop type categorizations include strawberries and raspberries under Berries; beans and grains under Field Crops; alfalfa and pasture under Forage Crops; avocados and lemons under Tree Crops; and sod, flower bulbs, ornamentals, and cactus pears under Other Crops.



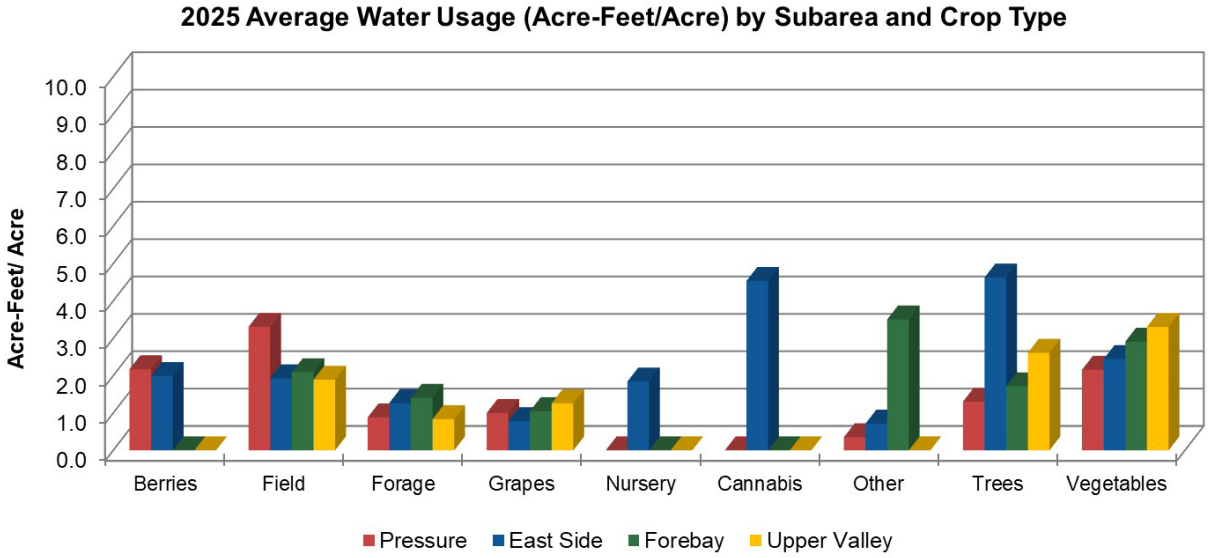
2025	Berries (AF)	Field (AF)	Forage (AF)	Grapes (AF)	Nursery (AF)	Cannabis (AF)	Other (AF)	Trees (AF)	Vegetables (AF)
Pressure	5,725	1,279	205	1,208	-	-	110	452	78,148
East Side	6,064	256	65.6	2,191	834	197	274	301	54,503
Forebay	-	674	297	16,050	-	-	830	1,804	90,034
Upper Valley	-	172	161	16,867	-	-	-	940	90,817

Figure 21. 2025 Extractions Reported by Crop Type and Subarea.



2025	Berries (Net Acres)	Field (Net Acres)	Forage (Net Acres)	Grapes (Net Acres)	Nursery (Net Acres)	Cannabis (Net Acres)	Other (Net Acres)	Trees (Net Acres)	Vegetables (Net Acres)
Pressure	2,637	387	233	1,209	-	-	314	347	36,249
East Side	3,048	133	51.8	2,804	453	43.5	382	65.0	22,313
Forebay	-	323	211	15,297	-	-	237	1,053	30,961
Upper Valley	-	91.0	193	13,428	-	-	-	360	27,504

Figure 22. 2025 Irrigated Net Acres Reported by Crop Type and Subarea.



2025	Berries (AF/Acre)	Field (AF/Acre)	Forage (AF/Acre)	Grapes (AF/Acre)	Nursery (AF/Acre)	Cannabis (AF/Acre)	Other (AF/Acre)	Trees (AF/Acre)	Vegetables (AF/Acre)
Pressure	2.2	3.3	0.9	1.0	-	-	0.4	1.3	2.2
East Side	2.0	1.9	1.3	0.8	1.8	4.5	0.7	4.6	2.4
Forebay	-	2.1	1.4	1.0	-	-	3.5	1.7	2.9
Upper Valley	-	1.9	0.8	1.3	-	-	-	2.6	3.3

Figure 23. 2025 Acre-Feet/Acre by Crop Type and Subarea.

Urban Water Conservation – Data Summary

In 1996, the Monterey County Water Resources Agency Board of Supervisors adopted Ordinance No. 3886 requiring that all cities and urban water purveyors within Zones 2, 2A, or 2B file plans showing the water conservation measures that were implemented during the prior year and which are planned for implementation in the coming year. Since 1996, the Agency has collected data on Urban Water Conservation Plans. Tables 10 and 11 show the top ten Best Management Practices (BMPs) for 2026 as a percentage of total acreage reported for "large" water systems (200 or more customer connections), and "small" water systems (between 15 and 199 customer connections). The reported water use per connection for different connection classes are summarized for small (Table 12, Figure 24) and large water systems (Table 13, Figure 25).

Top Ten BMPs Implemented for Large Water Systems	2026
Advise customers when it appears possible that leaks exist on customer's side of water meter	100%
Perform distribution system leak detection and repair whenever the audit reveals that it would be cost-effective	100%
Provide individual historical water use information on water bills	100%
Offer free interior and exterior water audits to identify water conservation opportunities	97%
Establish a program to retrofit any existing unmetered connections and bill by volume of use	97%
Implement requirements that all new connections be metered and billed by volume of use	97%
Identify irrigators of large landscapes (3 acres or more) and offer landscape audits to determine conservation opportunities	96%
Enforcement and support of water conserving plumbing fixture standards, including gradual requirement for High Efficiency Toilets (HET) in all new construction	96%
Enact and enforce measure prohibiting water waste as specified in Monterey County Water Resources Agency Ordinance No. 3932 or as subsequently amended, and encourage the efficient use of water	96%
Provide guidelines, information, and/or incentives for installation of more efficient landscapes and water saving practices	96%

Table 10. Top Ten BMPs – Large Water Systems.

Top Ten BMPs Implemented for Small Water Systems	2026
Advise customers when it appears possible that leaks exist on customer's side of water meter	88%
Perform distribution system leak detection and repair whenever the audit reveals that it would be cost-effective	87%
Support of legislation prohibiting sale of toilets using more than 1.6 gpf	87%
Implement requirements that all new connections be metered and billed by volume of use	86%
Establish a program to retrofit any existing unmetered connections and bill by volume of use	85%
Implementation of conservation pricing policy	85%
Encourage and promote the elimination of non-conserving pricing and adoption of conservation pricing policies	85%
Provide individual historical water use information on water bills	84%
Encourage local nurseries to promote use of low water use plants	84%
Provide guidelines, information, and/or incentives for installation of more efficient landscapes and water saving practices	57%

Table 11. Top Ten BMPs – Small Water Systems.

Small Water Systems: Water Use (AF) Per Connection Class	2021	2022	2023	2024	2025
Single-Family Residential	0.423	0.454	0.300	0.342	0.282
Multi-Family Residential	0.600	0.998	0.234	0.166	0.695
Commercial/ Institutional	1.276	1.115	0.996	0.872	0.892
Industrial	52.108	43.073	35.402	38.906	0.324
Landscape Irrigation	2.369	1.832	0.741	0.825	1.238
Other	8.035	13.451	8.166	10.934	26.917

Table 12. Water Use per Connection – Small Water Systems (2021-2025).

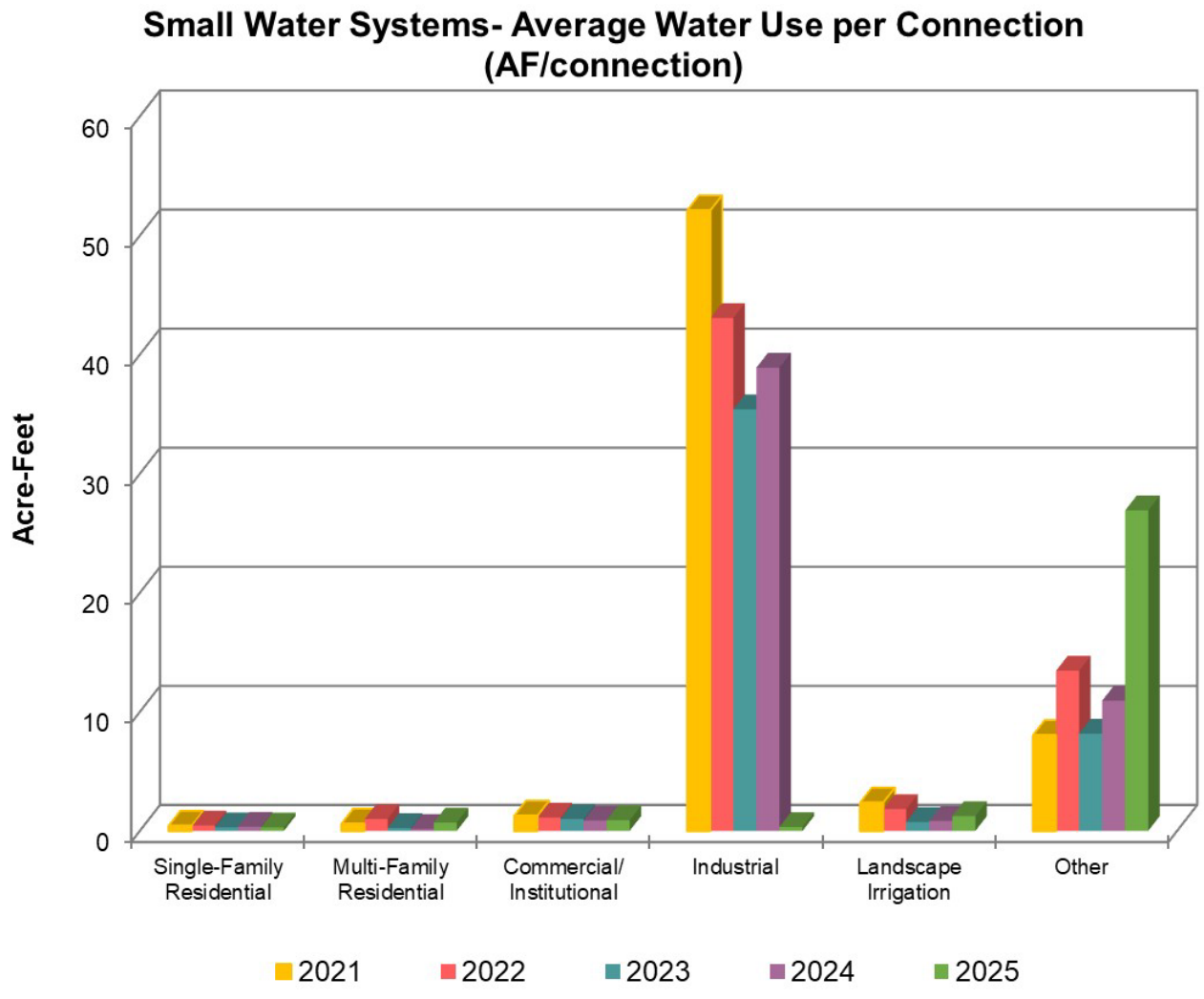


Figure 24. Urban Water Use per Connection – For Small Water Systems

Large Water Systems: Water Use (AF) Per Connection Class	2021	2022	2023	2024	2025
Single-Family Residential	0.282	0.281	0.262	0.257	0.261
Multi-Family Residential	0.836	0.873	0.815	0.739	0.732
Commercial/ Institutional	1.380	1.316	1.763	1.406	1.463
Industrial	20.227	20.472	10.501	13.487	15.726
Landscape Irrigation	2.433	2.245	1.926	2.066	2.080
Agricultural Irrigation	161.299	47.313	26.659	31.679	79.499
Other	2.176	2.553	2.021	4.816	5.253

Table 13. Water Use per Connection – Large Water Systems (2021-2025).

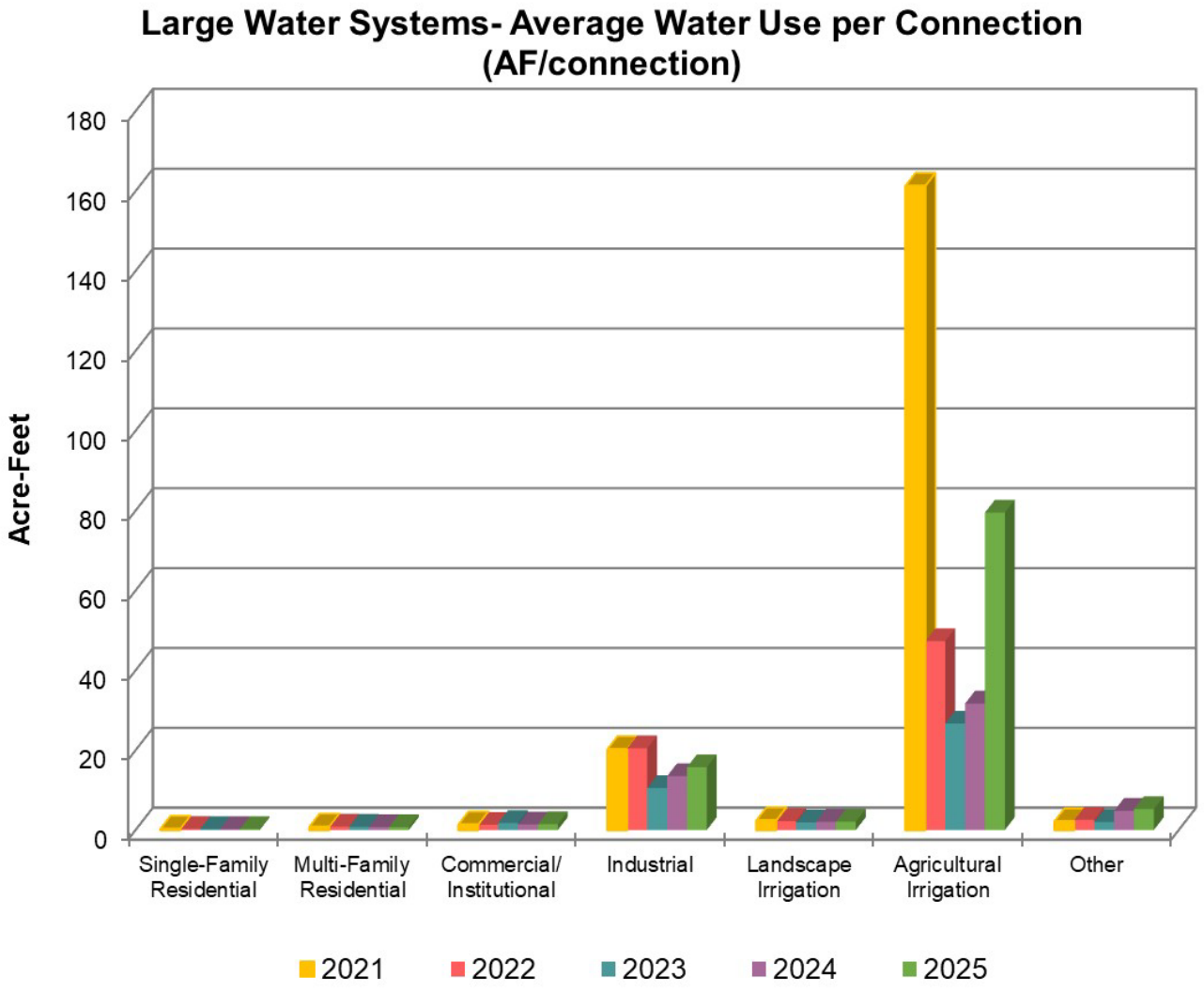


Figure 25. Urban Water Use per Connection – For Large Water Systems

Monterey County Water Resources Agency
Board of Supervisors

Luis Alejo	District #1
Glenn Church	District #2
Chris Lopez	District #3
Wendy Root Askew, Chair	District #4
Kate Daniels, Vice Chair	District #5

Monterey County Water Resources Agency
Board of Directors

Mark Gonzalez	District #1
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John Baillie	Agricultural Advisory Committee
Mike LeBarre	City Select Committee

Monterey County Water Resources Agency

Ara Azhderian, General Manager
Shaunna Murray, Deputy General Manager

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Ricardo Carmona, Water Resources Hydrologist
Guillermo Diaz-Moreno, Water Resources Hydrologist
Mackaby Pennington, Water Resources Technician

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County of Monterey

Board Report

Legistar File Number: WRAG 26-197

Item No.3

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

June 15, 2026

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve the Action Minutes of the Board of Directors meeting held on May 18, 2026.

Approve the Action Minutes of the Special Joint Board of Directors meeting held on May 18, 2026

County of Monterey

Saffron Room
1441 Schilling Place
Salinas Ca. 93901

Meeting Minutes - Final

Monday, May 18, 2026

12:00 PM

Thyme Conference Room
1441 Schilling Place
Salinas, CA 93906

Water Resources Agency Board of Directors

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

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtmldivision=2.&chapter=9.&part=1.&lawCode=GOV&title=5

Participation in meetings:
You may attend the Board of Directors meeting through the following methods:
You may attend in person

For ZOOM participation please join by computer audio at:
https://montereycty.zoom.us/j/93366103733
Password: 885643

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

PLEASE NOTE: IF ALL 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 MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Enter this Meeting ID number: 933 6610 3733, PASSWORD: 885643. 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.

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. 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 date (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.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Water Resources Agency Office the Friday prior to the Board of Directors meeting.

Participacion en Reuniones:
Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:
Podar asistir personalmente a la reunion; o,

Para participar por ZOOM, por favor únase for audio de computadora por:
https://montereycty.zoom.us/j/93366103733
Codigo: 885643
O para participar for teléfono, llame a cualquiera de los números a continuación:
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+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

POR FAVOR TENGA EN CUENTA: SI TODOS LOS MIEMBROS DEL COMITÉ ESTÁN PRESENTES EN PERSONA, EL ACCESO POR ZOOM ES SOLO POR CONVENIENCIA Y NO ES LEGALMENTE REQUERIDO. SI SE PIERDE LA SEÑAL DE ZOOM, LA REUNIÓN PUEDE PAUSARSE BREVE PERO PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

Cuando se le solicite, ingrese este número de reunión: 933 6610 3733, Codigo: 885643. Por favor tenga en cuenta 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 deseé hacer un comentario público si esta unido por la computadora utilize la opción de levantar la mano en el chat de la pantalla; o por teléfono presione *9 en su teclado de telefono.

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 envie su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion. Envie su comentario a la Secretaria de la Junta al correo electronico WRApubliccomment@countyofmonterey.gov. Para ayudar a la Secretaria a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico la fecha de la reunion (ejemplo, la Agenda de la Junta Directiva) y el número de artículo (ejemplo, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

Formatos Alternativos de Agenda: si se solicita, la agenda estar disponsible en formatos alternativos apropiados para personas con discapacidad, segun lo requerido por la Seccion 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 USC Sec. 12132) y las normas y regulaciones federales adoptadas para su implementacion. Las personas con discapacidad que reuieran una modificacion o adaptacion, includios ayudas o servicios auxiliares, para poder participar en la reunion publica pueden hacer estas solicitiudes a la Agencia de Recursos Hidricos el Viernes antes de la reunion.

The Meeting was called to order at 12:02pm

Note: All numbered agenda titles related to agenda are live web links. Click on the link to be directed to corresponding item.

Call to Order at 12:00 P.M.

Roll Call

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

Public Comments on Closed Session Items

None

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
   a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
      i. *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; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

ii. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.*, San Luis Obispo Superior Court Case No. 19CVP-0010

iii. *Ed Borchard & Sons, LLC vs. MCWRA*; Monterey County Superior Court Case No. 25CV004613

Recess to Closed Session

The Board of Directors recessed to Closed Session at 12:05pm.

Reconvene Meeting at 1:00 P.M.

The Meeting reconvened at 1:04pm.

Pledge of Allegiance

Additions and Corrections by the Clerk

None

Public Comment

None

Presentations

2. Present Public Service Recognition Certificates. (Chair Simis)

Director Comments: None
Public Comments: None

3. Hydraulic and Hydrologic Modeling Tools used by the Water Resources Agency. (Staff: Amy Woodrow and Jason Demers)

Director Comments: John Baillie, Matt Simis, Mike LeBarre, Ken Ekelund, Mike Scattini
Public Comments: Bill Lipe

4. ALERT Users Group Conference Participation by Flood Warning and Reservoir Operations Staff. (Staff: Jason Demers and Joey Klein)

Director Comments: John Baillie, Mark Gonzalez, Ken Ekelund, Mike LeBarre, Mike Scattini
Public Comments: Bill Lipe

Consent Calendar

Upon Motion by Director Ken Ekelund, Second by Mark Gonzalez the Consent Calendar was approved.

Director Mark Gonzalez pulled Item # 9 for discussion.

Ayes: Mark Gonzalez, Matt Simis, Mike Scattini, Ken Ekelund, John Baillie, Mike LeBarre
Noes: None
Absent: Deidre Sullivan, Jon Conatser, Jason Smith
Abstained: None
Recused: None

5. Approve the Action Minutes of the Board of Directors meeting held on April 20, 2026.

6. Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through March 31, 2026. (Staff: Nora Cervantes)

7. Approve Amendment No. 2 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Well Consulting Services, to extend the term length by two years, to add a dollar increase of $200,000 for a total contract amount not to exceed $450,000; and authorize the General Manager to execute Amendment No. 2. (Staff: Pete Vannerus)

8. Approve Amendment No. 1 to Agreement for Services with DRS Marine Inc., to increase the dollar amount by $400,000 for a total contract amount not-to-exceed $500,000; and extend the term of the Agreement to June 30, 2029, to provide underwater inspection, maintenance and repair services of the agency facilities; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

9. Approve Amendment No. 2 to the Professional Services Agreement with GEI Consultants Inc., to increase the dollar amount by $100,000 for a total contract amount not-to-exceed $200,000; and revise the scope of work to provide permitting and environmental compliance support services for construction of repairs to the Moss Landing Tide Gate facility; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

Action Items

10. Board to consider nominations for Director and Alternate to serve on the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors. (Staff: Ara Azhderian)

Upon Motion by Mark Gonzalez, Second by the Board approved to consider nominations for Director and Alternate to serve on the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors.

Director Comments: Ken Ekelund, Mike LeBarre, John Baillie, Matt Simis
Public Comments: Bill Lipe

Key Information and Calendar of Events

Director Comments: None
Public Comments: None

11. June 2026 Calendar
July 2026 Calendar

General Manager's Report

Director Comments: Mike LeBarre, John Baillie, Ken Ekelund, Mike Scattini, Mark Gonzalez, Matt Simis
Public Comments: None

12.
1. Personnel
2. Agency Outreach
3. Strategic Plan Update
4. Legislative Update

Committee Reports

Director Comments: Ken Ekelund, John Baillie
Public Comments: None

13. Committee Agenda's for May and June 2026.

Informational Items

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

Director Comments: None
Public Comments: None

15. Salinas Valley Water Conditions: Second Quarter of Water Year 2025-2026. (Staff: Amy Woodrow)

Director Comments: None
Public Comments: None

16. Staff update on the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee meetings in April. (Staff: Shaunna Murray)

Director Comments: None
Public Comments: None

17. Staff update on the new Grazing Lease Cycle for November 2026. (Staff: Jessell Fenley)

Director Comments: John Baillie
Public Comments: None

Correspondence

18. Email Correspondence dated May 18, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: Public Comment Joint MCWRA & SVBGSA Workshop

Email Correspondence dated May 18, 2026, to Ara Azhderia, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: General Public Comment Re May 18, 2026, SVBGSA & MCWRA Joint Board Workshop for Distribution and Record Placement

Email Correspondence dated May 26, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: General Public Comment for Entry into the Record-May 18, 2026 SVBSA & MCWRA Joint Board Workshop

Board of Directors Comments

Mark Gonzalez, Matt Simis

Adjournment

The Meeting Adjourned at 2:41p.m.

County of Monterey

Saffron Room
1441 Schilling Place
Salinas Ca. 93901

Meeting Minutes - Final

SPECIAL MEETING - MCWRA & SVBGSA
JOINT BOARD of DIRECTORS WORKSHOP

Monday, May 18, 2026

9:30 PM

Saffron Room
1441 Schilling Place, Salinas, Ca. 93901

Water Resources Agency Board of Directors

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

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MCWRA Board of Supervisors: Alejo, Church, Lopez, Root-Askew, Daniels

MCWRA Board of Directors: Baillie, Conatser, Ekelund, Gonzalez, LeBarre, Scattini, Simis, Smith, Sullivan

SVBGSA Board of Directors: Barajas, Bramers, Brennan, Chapin, Church, Cremers, Granillo, McIntyre, Rotticci, Stefani, Velazquez

A quorum of these meeting bodies may be present. No action will be taken.

Participation in meeting:

You may attend the Special 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/999 2297 3840, password 581522

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

Participation in the Meeting
Remote public participation is for convenience only and not required by law. If the remote connection offered via Zoom link or by phone fails for any reason, the workshop may be paused while a fix is attempted, and the workshop may continue at the discretion of the staff.

Accommodations under the ADA
Pursuant to the Americans with Disability Act (ADA), any person in need of any type of special equipment, assistance or accommodations in order to effectively participate in this workshop is asked to make a request to clerk@svbgsa.org or 831-471-7512 no later than 5 p.m. two business days prior.

Agenda Posting
In accordance with the Ralph M. Brown Act and AB 2647, the agenda was posted at least 24 hours in advance of the meeting and will be made available at the meeting.

Call to Order at 9:30 A.M.

The Special Meeting Workshop was called to order at 9:31am.

Staff Presentations

Board Comments: Supervisor Glenn Church, Robin Lee, Ron Stefani, Director Mike LeBarre, Director Mike Scattini, Director Mark Gonzalez,Director Ken Ekelund

1. Sustainable Groundwater Management Feasibility Studies Workshop. (Ara Azhderian & Piret Harmon)

Discussion among Board Members

Board Comments: Director Mike Scattini, Robin Lee, Supervisor Wendy Root-Askew

Questions and Discussion

Public Input

Public Comments: Bille Lipe, Thomas Virsik

Adjournment

The Special Meeting Workshop adjourned at 11:50am.

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and Authorize the General Manager to execute Amendment No. 3.

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

Approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and Authorize the General Manager to execute Amendment No. 3.

SUMMARY/DISCUSSION:
In 2018 the Agency entered into an agreement with ICF Jones & Stokes for the development of the Salinas River Operations Habitat Conservation Plan (SROHCP) using a three phased approach. The first phase included the development of the 2019 Salinas River Long-Term Management Plan (LTMP) to document historical and current conditions in the lower Salinas River watershed, identify long-term management goals, and serve as a foundational document for the HCP. The LTMP was completed in 2019 using grant funding from the California Coastal Conservancy.

Beginning in April 2020, the Agency was awarded a series of grants totaling $2.75 M to fund the continued development of the SROHCP. Significant delays in grant funding agreements resulted in a delayed start of work for phase two and the agreement with ICF Jones & Stokes was amended to reflect the changing timeline. Amendment No. 1 was approved in 2021 and included a time extension to June 30, 2023 with no change to the total contract amount.

Amendment No. 2 to the agreement was approved in 2023 to extend the timeline, increase the dollar amount to the current total of $6,409,506 and accommodate minor scope changes. Scope changes in Amendment No. 2 reflected feedback received from the Federal Services, our evolving understanding of project needs based on studies and surveys completed prior, and an estimate of future tasks and costs related to the environmental review of the SROHCP. Amendment No. 2 also anticipated future rounds of grant funding to pay for the third phase of the project.

The Agency has now completed the second administrative draft of the SROHCP which is currently under internal review prior to submission to the Federal Services for their review and comments. The Agency has an active $1M grant application awaiting a funding award to continue this work. If awarded, the grant will provide funding to respond to comments on the second administrative draft

and begin environmental review process. Approval of the proposed Amendment No. 3 will allow Agency staff to retain the project team from ICF Environmental while we complete review of the second administrative draft SROHCP and work to secure additional grant funding to complete the project.

OTHER AGENCY INVOLVEMENT:
The Monterey County Water Resources Agency Finance and Administration Committee recommended that the Board of Directors approve Amendment 3 during their June 5, 2026 meeting.

Agency staff and the project team from ICF Environmental meet regularly with staff from the National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS) to discuss ongoing development of the SROHCP.

FINANCING:
Adoption of Amendment No. 3 does not increase the total agreement amount. Prior funding for this agreement was provided in large part by grant funding from the California Coastal Conservancy, the USFWS, and State of California Proposition 1.

The Agency has dedicated $200,000 from Fund 111 in the proposed Fiscal Year 2027 budget (pending Monterey County Water Resources Agency Board of Supervisors approval) to continue work on the SROHCP. Applicable expenditures may be reimbursed if the Agency's pending application for USFWS grant funding is approved.

Prepared by: Jason Demers, Senior Water Resources Engineer (831) 755-4860

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

Attachments:
1. Original Agreement
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3

Introduced: 6/4/2026 **Current Status:** Draft

Version: 1 **Matter Type:** WR General Agenda

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Prepared by: Jason Demers, Senior Water Resources Engineer (831) 755-4860

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

Attachments:
1. Original Agreement
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and ICF Jones & Stokes, Inc., a Corporation, 75 East Santa Clara Street, Suite 300 San Jose CA, _____, hereinafter called "CONTRACTOR".

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

1. Employment of CONTRACTOR. 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:

Provide services for development of a long term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements.

(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 begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2021 unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Phase 1 seven hundred forty-eight thousand nine hundred seventy-six dollars ($748,976.00) ; Phase 2 one million four hundred eighty-five thousand dollars ($1,485,000); Phase 3 eight hundred ninety-five thousand dollars ($895,000) Total Phases: three million one hundred twenty-eight thousand nine hundred seventy-six dollars ($ 3,128,976.00)_

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 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.

(c) 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.

(d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORs, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORs or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, 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 such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, 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 County's Purchasing Manager.

6.3 Insurance Coverage Requirements: 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:

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.

❑ Modification (Justification attached; subject to approval).

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.

❑ Modification (Justification attached; subject to approval).

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.

☐ Modification (Justification attached; subject to approval).

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.

☐ Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this 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 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, 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 County 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.***

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the

insurance required by this Agreement. The 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 this Agreement, which shall continue in full force and effect.

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 Agency's Contract Administrator. 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 this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. 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.

8. 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.

9. 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 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.

10. 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.

11. 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.

12. 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.

13. 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 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.

14. 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.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. 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.

18. 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.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. 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.

21. 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.

22. 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.

23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

24. 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.

25. 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.

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be David Zippin; Agency's designated administrator of this Agreement shall be Elizabeth Krafft.

27. 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 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: Elizabeth Krafft	Name: Jodi Young
Address: PO Box 930 Salinas, CA 93902	Address: 75 East Santa Clara St. Suite 300 San Jose, CA 95115
Telephone: 831.755.4860	Telephone: 408.216.2800
Fax: 831.424.7935	Fax: 408.216.2805
E-Mail: krafftea@co.monterey.ca.us	E-Mail: Jodi.Young@icf.com

28. 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 in accordance with the specifications listed in Exhibit C.

29. 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.

30. 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.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work / Work Schedule
Exhibit B - Budget
Exhibit C - Electronic Deliverables
Exhibit D - Monterey County Travel and Business Expense Reimbursement Policy and California Coastal Conservancy guidelines

32. 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.

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

BY: David E. Chardavoyne

David E. Chardavoyne
General Manager

Date: 3 April 2018

CONTRACTOR

BY:

Type Name: Robert F. Toth
Title: Contracts, SVP

Date: 3/22/18

BY: Rosemarie Jones

Type Name: ROSEMARIE JONES
Title: ASSISTANT SECRETARY

Date: 3/22/2018

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

* 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.

(_____)
Agreement/Amendment No # (_____)

* *

Approved as to form:

_____
Deputy County Counsel

Dated: 3.23.18

Approved as to fiscal provisions:

_____
Administrative Analyst

Dated: _____

_____
Risk Management:

Dated: _____

_____
Auditor-Controller:

Dated: 3.28.18

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & ICF JONES & STOKES, INC

THIS AMENDMENT NO. 1 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of providing services for the development of a long term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements by and between **ICF JONES & STOKES, INC,** hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency's exercise of the option to extend for two (2) additional years.

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on *June 30, 2021* unless earlier terminated as provided herein.

   and replacing it with "The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on ***June 30, 2023*** unless earlier terminated as provided herein.

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated April 3, 2018.

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY WATER RESOURCES AGENCY

General Manager

Dated: E-signed 5.6.2021

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 5-5-2021

Approved as to Liability Provisions:

Risk Management

Dated: May 5, 2021

Approved as to Form:

Deputy County Counsel

CONTRACTOR

Robert F Toth Digitally signed by Robert F Toth Date: 2021.05.03 16:04:14 -04' 00'

By:

Signature of Chair, President, or Vice-President

Robert F. Toth, Sr. Vice President, Contracts

Printed Name and Title

Dated: 5/3/2021

Rosemarie Jones Digitally signed by Rosemarie Jones Date: 2021.05.03 16:08:07 -04'00'

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Rosemarie Jones, Asst. Secretary

Printed Name and Title

Dated: 5/3/2021

*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.

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND ICF JONES & STOKES, INC

THIS AMENDMENT NO. 2 is made to the PROFESSIONAL SERVICES AGREEMENT ("Agreement") for the provision of providing services for the development of a long-term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements by and between **ICF JONES & STOKES, INC.,** hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, CONTRACTOR entered into the Agreement with the Agency on April 3, 2018; and

WHEREAS, the Agency and CONTRACTOR entered into Amendment No. 1 to the Agreement on May 6, 2021; and

WHEREAS, the Parties wish to amend the Agreement by making the following changes: revising Exhibit A – Scope of Work; extending the term to June 30, 2026; revising Exhibit B – Budget; and increasing the dollar amount by $3,280,530. for a total contract amount not to exceed $6,409,506.

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. Amend Section 1, **"Employment of CONTRACTOR,"** to read as follows:

   Employment of CONTRACTOR, Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in **Exhibit A – REVISED**, 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 – REVISED**.

   The scope of work is briefly described and outlined as follows:

   a) Provide services for development of a long-term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements.

   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. Amend Section 2, **"Term of Agreement,"** to read as follows:

   The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on ***June 30, 2026,*** unless earlier terminated as provided herein.

3. Amend Section 3, **"Payments to CONTRACTOR; maximum liability,"** to read as follows:

   Payments to CONTRACTOR; maximum liability, Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in **Exhibit B – REVISED.** The maximum amount payable to CONTRATOR under this contract is **six million four hundred nine thousand five hundred six dollars and no cents ($6,409,506).**

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this AMENDMENT No. 2 shall be attached to the Agreement dated April 3, 2018.

This section intentionally left blank

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER RESOURCES AGENCY	CONTRACTOR
	By:
General Manager	Signature of Chair, President, or Vice-President
Dated:	
	Printed Name and Title
Approved as to Fiscal Provisions:	Dated:
Deputy Auditor/Controller	
	By:
Dated:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	
	Printed Name and Title
Risk Management	Dated:
Dated:	
Approved as to Form:	*Approved as to fiscal provisions:*
Assistant County Counsel	CAO Analyst
Dated:	Dated:_____

*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.

EXHIBIT A – REVISED (SCOPE OF WORK)

Project Understanding

Monterey County Water Resources Agency (hereafter, AGENCY) proposes to develop a habitat conservation plan (HCP) and apply for incidental take permits (ITPs) for certain species listed under the Endangered Species Act (ESA) and for identified species that may become listed in the future. The HCP is intended to support the proposed issuance of ITPs for federally threatened and endangered species regulated by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS; collectively, Services). The ITPs would provide take coverage to AGENCY for the various projects and activities associated with the long-term management of the Salinas River and other waterways in Monterey County.

In support of the ultimate goal of finalizing and implementing a Salinas River HCP, AGENCY began in early 2018 a series of efforts that collectively became known as the Salinas River Management Program (https://www.salinasrivermanagementprogram.org/). The first step in this effort was the development of the Salinas River Long-Term Management Plan (LTMP), a stakeholder-driven, comprehensive approach to effective management of the Salinas River, Salinas Lagoon, and floodplain. Since completing the LTMP in early 2019, AGENCY has pursued various funding sources to support development of the reservoir re-operation protocols (an eventual HCP covered activity), to conduct research to improve best available data for HCP development, and to develop the HCP and environmental compliance documents.

The following scope of work is a modification of the original scope of work approved by AGENCY in 2018. This scope of work includes all of the originally scoped tasks, plus a number of new tasks identified and undertaken to support HCP development.

Project Approach

The Salinas River Management Program was initially conceived as three phases:

Phase 1: Salinas River LTMP

Phase 2: HCP Development

Phase 3: CEQA/NEPA Documentation for HCP

The actual evolution of Salinas River HCP development can be better captured in a phased approach summarized as follows:

Phase 1: Strategic Planning in support of HCP Development

Phase 2: Draft Public Review HCP and CEQA/NEPA Documents

Phase 3: Finalize HCP and CEQA/NEPA Documents

Phase 4: Implement HCP

This scope of work (in its original form as well as in this current version) focuses on the first three phases. Phase 1 is well underway and includes the development of the LTMP, the re-operation protocols, and several studies focused on species and habitat surveys throughout the greater Salinas River watershed. Phase 2 has also begun with initial efforts to turn information developed during Phase 1 into draft HCP chapter content. Phase 3 will commence when the HCP and environmental documents are released for public review.

The action by NMFS and USFWS to each issue an ITP is subject to review under NEPA. Similarly, the action by AGENCY of signing and accepting the ITP—and therefore committing to implement the conservation strategy in the HCP—is subject to CEQA review. The NEPA and CEQA processes promote informed decision making by requiring an environmental review process before a final

decision is made on whether and how to proceed on a proposed project. NEPA applies specifically to federal proposed actions and CEQA applies to state and local government actions. While AGENCY will be the lead agency for CEQA, NMFS or USFWS will take on the role of lead agency for NEPA. Federal lead agencies require different consultant staff be utilized than those that develop the HCP. As such, CONTRACTOR staff preparing the HCP will be distinct and unique from CONTRACTOR staff preparing the CEQA/NEPA documents, with the exception that CONTRACTOR staff developing the GIS or graphic-based figures and editorial staff may be the same. This will allow CONTRACTOR to separate the CEQA/NEPA team with a firewall, which is necessary for the lead federal agency to direct the independent work of consultant staff on the NEPA document. The NEPA document must provide an independent assessment of the effects of implementing the HCP on the human environment, so this separation and firewall is critical to demonstrate that independence.

All final deliverables required to be submitted to a state or federal agency for public review must be formatted in compliance with Section 508 of the Rehabilitation Act of 1973 and California Assembly Bill No. 434 of 2017, allowing screen-reader software to read the document aloud. The cost estimate for the tasks described below includes time to allow formatting of document templates and for compliance work associated with public draft and final HCP and environmental compliance documents.

This scope of work is funded by multiple grants. For grant tracking purposes, CONTRACTOR will establish separate subtasks, as needed, to ensure time under a task described below is properly allocated to the related grant.

Tasks

Task 1 – Program Management and Meetings

Task 1.1 – LTMP Project Management and Meetings (Completed)

CONTRACTOR will provide expert project management services to develop the LTMP for the Salinas River. Specific services will include:

- Providing overall strategy and project leadership to AGENCY staff
- Facilitating AGENCY's decision-making process through coordination of meetings and conference calls
- Developing and presenting materials for the LTMP team's review, including meeting agendas
- Facilitating meetings with resource management agencies, as appropriate
- Coordinating scientific input, advice, and review
- Managing the consultant team
- Providing additional project administration services including budget and personnel management, schedule management, communications protocol, and quality control/quality assurance

Meeting	No. Mtgs Assumed in Phase 1	Contractor Staff Attending (% of Meetings)	Est. Hrs per Mtg[1]	Notes
LTMP Monthly Coordination	10	Project Manager (100%) Deputy Project Manager (100%) Project Director (75%)	2	These meetings are primarily between the CONTRACTOR and AGENCY staff. Meetings are assumed to occur in person in Salinas (10%) or by conference call (90%)

Meeting	No. Mtgs Assumed in Phase 1	Contractor Staff Attending (% of Meetings)	Est. Hrs per Mtg[1]	Notes
Program Management (bi-weekly)	20	Project Manager (100%) Project Director (50%) Up to two staff per teaming partner as needed	2	These meeting are for CONTRACTOR coordination and are intended to ensure team members are advancing their respective tasks. Meetings are assumed to occur by conference call (75%) or in-person in Oakland or San Francisco (25%) where much of the team is based
Technical Design Committee (see Task 2.2)	Minimum 4 – Maximum 6	Project Manager (100%) Project Director (100%) One Technical Staff from each teaming partner as needed Lead Facilitator	4	One meeting will be for organization and framing the approach. The subsequent two meetings will be tailored to weigh in to key issues and core components of the plan
Scientific Working Group (see Task 2.2)	Minimum 4 – Maximum 6	Project Manager Technical Staff from each teaming partner as needed Lead Facilitator	2	These two meetings will allow the project team members to interface and confer on the detailed scientific approach with agency staff or other key people to vet data and process
HCP Training Workshop (see Task 2.5)	2	Project Manager (100%) Project Director (100%)	4	CONTRACTOR will deliver custom training sessions in Salinas on the LTMP and HCP process, specific to this project
Phase 1 Internal Scoping Meeting (see Task 3.1)	2	Project Manager Project Director Deputy Project Manager Up to 2 Technical Staff from each teaming partner	6	One meeting is assumed to occur in person in Salinas, with one follow-up meeting by conference call
Stakeholder Planning Group (see Task 2.3)	Minimum 3 – Maximum 4	Project Manager Lead Facilitator Associate Facilitator	2	N/A
Total MAXIMUM	**50**			

[1] Does not include preparation and travel time

Deliverables

- Work plan of key deliverables and meeting topics to support achieving outcomes
- Meeting agendas, materials, and minutes of discussion topics, key decisions, and action items
- Monthly invoices, including updates on the status of the LTMP development process

Task 1.2 – Strategic Planning and HCP Project Management and Meetings

CONTRACTOR will provide project management services for the HCP, similar to the project management efforts utilized for LTMP development under Task 1.1. Specific project management services will include facilitation of the decision-making process through coordination of meetings and conference calls; developing and presenting materials for AGENCY's review, including meeting agendas; facilitating meetings with resource management agencies, as appropriate; coordinating scientific input, advice, and review; managing the consultant team; and providing additional project administration services including budget and personnel management, schedule management, communications protocol, and quality control/assurance.

A summary of anticipated meetings is included below, based on the assumption that strategic planning and HCP development will occur over a 76-month timeframe from the completion of the LTMP in February 2019 to release of a Public Draft HCP in mid-2026. Because this task captures work under both Phase 1 (post-LTMP) and Phase 2, meeting timelines are approximate and

intended to inform the costing in addition to expectation management for AGENCY staff. This task will continue through Phase 3 and the finalization of the HCP and permit issuance estimated to be June 2028.

Meeting	No. Mtgs Assumed	Consultant Staff in Attendance (% of Meetings)	Est. Hrs per Mtg[1]	Notes
Bi-weekly AGENCY Coordination	152	Project Manager (100%) Deputy Project Manager (100%) Project Director (75%)	2	These meetings are primarily between the CONTRACTOR team and AGENCY staff. Meetings are assumed to occur by conference call.
Internal coordination meetings (monthly)	76	Project Manager (100%) Deputy Project Manager (100%) One staff per teaming partner as needed	2	These meeting are for CONTRACTOR team coordination and are intended to ensure team members are advancing their respective tasks. Meetings are assumed to occur by conference call
NMFS and USFWS Monthly Coordination	76	Project Manager (100%) Deputy Project Manager (75%) Project Director (75%)	2	These meetings are to support communication with the regulatory agencies.
Total	**304**			

[1] Does not include preparation and travel time

Deliverables

- Meeting agendas, materials, and minutes, as needed
- Monthly invoices including updates on the status of the strategic planning and/or HCP development processes

Task 1.3 – Grant Administration and Management

At the direction of AGENCY, CONTRACTOR will provide administrative support in managing grants funding the program. Support may include preparation of invoices, periodic reporting, data management, and any other tasks as requested.

Deliverables

- Drafts of administrative documents for grant compliance as requested by AGENCY

Task 2 – Stakeholder Engagement and Participation

The primary goal of stakeholder engagement and participation is to create widespread support for the goals and content of the Salinas River Management Program. The program envisions a series of conversations with different focal points and levels of information that culminate in a LTMP and an HCP that is accepted and understood among a diverse range of Salinas River stakeholders.

Task 2.1 – Conduct LTMP Stakeholder Issue Assessment and Refine Process Design (Completed)

CONTRACTOR team, led by Gina Bartlett at CBI, will conduct a stakeholder issue assessment. The purpose is to understand the histories, perspectives, and opinions of a range of stakeholder interests. The primary method will be interviews, in person and on the telephone, individually or in small groups. The assessment findings will be used to refine the proposed stakeholder engagement process, tailoring the scope and composition of the committees and anticipating technical questions and scientific conundrums that stakeholders may identify as part of the process. The

CONTRACTOR team will develop a set of interview questions in cooperation with AGENCY staff and an initial list of interviewees. Interviews will be confidential, and the findings will be shared without attribution. The findings will be made available publicly to help inform the work of the project team, the Technical Design Committee (TDC), and the Stakeholder Planning Group.

Deliverables

- Interview questions
- Up to 20 interviews in person and by phone, individually and in small groups
- Stakeholder issue assessment briefing report and/or presentation
- Refined work plan for stakeholder engagement, including TDC, scientific committee, and Stakeholder Planning Group

Task 2.2 – Establish and Facilitate LTMP Technical Design Committee and Scientific Working Group (Completed)

CONTRACTOR will establish a consensus seeking TDC as a central hub to make recommendations on core planning elements. The TDC will be responsible for partnering with CONTRACTOR and AGENCY staff to realize the goals of the planning process. The TDC will provide guidance and input on the planning elements and refer detailed scientific work to the Scientific Working Group (SWG) (discussed below). The TDC will also provide guidance on the stakeholder engagement process, identifying issues that would benefit from Stakeholder Planning Group input. The TDC will receive input, recommendations, and proposals from the SWG and Stakeholder Planning Group, making recommendations to AGENCY and CONTRACTOR on how to incorporate stakeholder input into the planning process. The TDC will meet up to six (6) times during Phase 1.

CONTRACTOR will establish a smaller advisory SWG as a subset of the TDC. Scientific input and peer review from other hydrology, species, habitat, and technical experts will be sought as needed and approved by AGENCY and CONRACTOR. This external input could prove valuable on critical elements of the process throughout all development phases. Most input will be solicited informally via telephone conversations and email communications. CONTRACTOR will facilitate and attend two in person meetings and two (2)–four (4) web-based meetings.

Deliverables

- Facilitation and attendance for four (4)–six (6) TDC meetings
- Facilitation and attendance for two (2) in-person and two (2)–four (4) web-based SWG meetings
- Work plan with meeting topics to achieve the necessary outcomes
- Charter outlining roles, responsibilities, and decision making
- Meeting agendas and minutes
- Memoranda from CONTRACTOR summarizing issues needing direction from the TDC and SWG

Task 2.3 – Facilitate LTMP Stakeholder Planning Group (Completed)

In cooperation with the TDC, the CONTRACTOR will organize and facilitate a Stakeholder Planning Group. Stakeholders representing all the major interests in the Salinas River System will have representation on this body, and meetings will be open to the public to promote transparency. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders. The CONTRACTOR will design and facilitate these meetings, documenting the input received, including areas of consensus and divergent opinions to inform the planning team's work. Stakeholder Planning Group outcomes will be reported and discussed at the TDC which will integrate the input into the work underway.

Deliverables

- Facilitation and attendance for minimum of three (3) and maximum of four (4) meetings
- Work plan with meeting topics and stakeholder planning group roles
- Meeting agendas and high-level outcome-oriented summaries

Task 2.4 – Design and Implement LTMP Public Outreach Program (Completed)

CONTRACTOR will design and implement a public outreach program to inform the public about the goals of the project and the work underway. The outreach program will be based on best practices, input received during the stakeholder assessment, and familiarity with local issues. In cooperation with AGENCY staff, CONTRACTOR will prepare a Communication and Engagement Plan to document the overall approach to public outreach. The team will form a small engagement committee with two or three stakeholders to meet three times via phone during Phase 1 to ground-truth and advise the team on the outreach strategy. CONTRACTOR will implement a creative and cost-efficient suite of tools to raise awareness about this important effort, including fact sheets and briefing materials that everyone involved can use to share information about the project. Public workshops and webinars will be planned at convenient times around key milestones (including project kickoff) to provide project information and invite the public into the planning process. CONTRACTOR will translate outreach materials to serve the large Spanish-speaking population in the area. The team will develop an independent website, linked to the AGENCY site, to make all materials available and transparent. All of these tools serve a critical purpose—ensuring that all interested parties, agencies, communities, and the public are receiving the same information and messaging about this effort.

Deliverables

- Communication and Engagement Plan
- Coordination and attendance at two (2) public workshops
- Hold minimum of two (2) and maximum of three (3) public webinars
- Up to three (3) engagement subcommittee conference calls
- Stakeholder outreach materials (e.g., fact sheets, briefing materials)
- Two (2) public workshop agendas and up to three (3) webinar agendas
- Program website

Task 2.5 – HCP Training Workshops (Completed)

CONTRACTOR will prepare and conduct up to two half-day training sessions on issues that arise during the initial scoping meeting (Task 3.1) and from the initial stakeholder issue assessment (Task 2.1) specific to the Salinas River HCP. It is anticipated that one training session be given to the internal team (AGENCY staff and decision makers), and the second training session be targeted to key stakeholders.

Deliverables

- Facilitate up to two (2) training workshops at AGENCY office
- Draft and final agendas and training materials
- HCP Training Workshop, including PowerPoint presentation, agenda, and notes (to be posted to the program website for those who could not attend)

Task 2.6 – Continue Facilitating Working Groups

During HCP development, CONTRACTOR will continue to facilitate smaller working groups that will focus on specific technical issues or challenges and scientific uncertainties. The working groups may include external scientific experts to help support the HCP. The working groups will meet as needed.

Deliverables

- Facilitate and attend a maximum of 15 meetings

- Meeting agendas and summary of key decisions and action items

Task 2.7 – Continue Facilitating the LTMP Stakeholder Planning Group (Completed)

CONTRACTOR will continue to facilitate a Stakeholder Planning Group. Stakeholders representing all the major interests in the Salinas River System will have the opportunity to provide representation on this body, and meetings will be open to the public to promote transparency. CONTRACTOR will continue to design and facilitate these meetings, documenting the input received, including areas of consensus and divergent opinions to inform HCP development. Stakeholder Planning Group outcomes would be reported and discussed at the TDC as necessary.

CONTRACTOR would plan these meetings around key project milestones to ensure adequate time to benefit from the planning group's input. Stakeholder Planning Group members will assist in the broader outreach process, briefing constituent groups in concert with the public outreach program.

Deliverables

- Facilitate, design, attend and document a maximum of 10 meetings
- Work plan with meeting topics to document stakeholder group roles
- Meeting agendas and high-level outcome-oriented summaries

Task 2.8 – HCP Public Outreach Program

CONTRACTOR will continue to implement a public outreach program to inform the public about HCP development. CONTRACTOR will work with AGENCY to evaluate if the Communication and Engagement Plan developed in Phase 1 requires any adjustment to account for specific needs of HCP development and to coordinate public outreach requirements of the CEQA/NEPA process.

Public workshops will be planned around major milestones to provide project information and invite the public into the planning process. The CONTRACTOR will work with AGENCY to determine which outreach materials to co-translate to serve the large Spanish-speaking population in the area. The team will expand and maintain the independent website developed in Phase 1, linked to the AGENCY site, to make all materials available and transparent. These tools serve a critical purpose—they ensure that all interested parties, agencies, communities, and the public are receiving the same information and messaging about this effort.

Deliverables

- Revised Communication and Engagement Plan, as needed
- Stakeholder outreach materials (e.g., fact sheets, briefing materials)
- Three to five public workshops in the plan area
- Expanded website adjusted to fit the needs of the HCP
- Maintenance of project website
- Maintained interested parties list

Task 2.9 – Support CEQA/NEPA Public Meetings

CONTRACTOR's HCP staff will support all of the public meetings for the HCP and CEQA/NEPA documents. Time for CONTRACTOR's CEQA/NEPA team leading this task is included in the CEQA/NEPA scope of work under Task 8. CONTRACTOR's HCP development team will prepare and present an overview of the proposed HCP, including many of the strategic planning items described in Task 4 which will have been reviewed by AGENCY by that time. The public will be encouraged to ask questions and provide comments at these meetings and throughout the entire planning process. This task includes participation in up to six (6) public meetings, two for the CEQA/NEPA scoping process, two during the public comment period on the draft HCP and CEQA/NEPA documents, and two during the public comment period on the final HCP and CEQA/NEPA documents.

Deliverables

- Development and/or review of meeting materials (boards, fact sheets, FAQs) regarding the HCP
- PowerPoint presentation on the proposed HCP in support of each public meeting
- Attendance at up to six (6) public meetings on the HCP and CEQA/NEPA documents

Task 3 – Data Gathering and Strategic Planning

Task 3.1 – Internal LTMP Project Scoping Workshop (Completed)

Together with AGENCY, CONTRACTOR will plan and facilitate an internal project scoping workshop. A key goal of this workshop will be to identify AGENCY's critical needs on the project and confirm project goals that are achievable in Phase 1, based on the schedule and budget limitations. This internal scoping workshop will include discussion of the many projects and programs AGENCY is currently undertaking and how they will relate to and inform the LTMP.

The scoping workshop will also focus on determining key aspects of the LTMP, including geographic scope, potential covered species, and potential covered activities. The LTMP will be developed to ensure that information is gathered and described in a manner that is directly related to, and transferable to, the HCP to reduce the level of effort in developing HCP-specific content in Phase 2. The approach for stakeholder involvement, including establishment of the TDC and the smaller SWG will be confirmed.

Deliverables

- Internal scoping workshop with AGENCY
- Materials to facilitate internal scoping workshop
- A detailed work plan for Phase 1 based on the outcomes of the workshop

Task 3.2 – Data Gap Assessment (Completed)

CONTRACTOR will review existing and available information to perform a data gap assessment, identifying technical information not currently available but that may be necessary to develop the LTMP, HCP, or CEQA/NEPA. Anticipated existing data sources include information developed in support of the Interlake Tunnel EIR, Salinas Valley Water Project EIR, Stream Maintenance Program EIR, and existing hydrological models developed as part of these projects and others. In addition, hydrogeological groundwater models developed in support of current basin studies (i.e., seawater intrusion), Interlake Tunnel engineering and EIR, and SGMA Groundwater Sustainability Plans may also be utilized.

With an understanding of the existing data and models, CONTRACTOR will identify data gaps which may include specific and pertinent hydrological, ecological, and biological information. Specifically, data gaps may exist for species occurrence and distribution mapping, land cover mapping, project or operations specific data, site-specific topographical or biological survey data, land use and water demand, historical flow data, and water quality data. Once data gaps have been identified, CONTRACTOR will determine which data gaps are associated with which Phase. CONTRACTOR will recommend which data gaps are essential to fill to complete Phase 1, the general methods to fill these gaps (including necessary field work), when the data are needed, and if technical studies may be carried out as part of Task 3.3 to fill the gap. This task will culminate in the preparation of a Data Gap Assessment Memorandum.

Deliverables

- Data Gap Assessment Memorandum identifying which data gaps apply to which phase; recommendations and strategy to fill data gaps essential to Phase 1 to be included as an appendix to the LTMP (Task 4)

Task 3.3 – Priority Data Collection and Focused Studies (Completed)

Based on the findings of the Data Gap Assessment and input from the SWG, CONTRACTOR will develop a strategy to fill the critical data gaps. Focused studies may be required to improve the understanding of the physical, hydrological, and biological conditions in the watershed and could include such actions as developing species-specific habitat models, conducting focused land cover mapping, or developing a habitat/flow model specific to fish.

Due to the uncertainty in the findings of the data gap assessment, a wide variety of outcomes for focused studies are possible and may range from simple site-specific field investigations to utilizing or modifying existing hydrological models. CONTRACTOR will work with AGENCY and other targeted parties (e.g., regulatory agencies) to prioritize those studies that can be conducted in 2018 to support the LTMP versus those that will need to be deferred to Phase 2 when additional funding is available. In addition, projects that may be implemented through other means such as voluntary landowner conservation efforts or small grant programs will be identified. Studies that cannot be completed under this task due to schedule or budget limitations will be identified in the Data Gap Assessment Memorandum (Task 3.2) for Phase 2. CONTRACTOR will collect readily available data in GIS format, maintain GIS-based and digital libraries of the available data, including new data collected.

Deliverables

- Technical Memorandum from focused studies conducted, to be included as one or more appendices to the LTMP (Task 5)
- Copy of GIS and digital library
- Scope and cost estimate for technical studies prior to implementation

Task 3.4 – Develop Initial Permitting Strategy

The strategy for permitting the activities described in the LTMP, and eventually the HCP, will influence the content of the LTMP. Thus, the Phase 1 work directly supports data needs for Phases 2 and 3, as well as permitting needs beyond just the HCP. Other permits and/or agreements that AGENCY is likely to require for implementation of HCP covered activities include:

- CWA Section 404 permit (for dredge and fill), regulated by the Corps
- CWA Section 401 water quality certification, regulated by the Central Coast Regional Water Quality Control Board (RWQCB)
- Porter-Cologne Water Quality Control Act Waste Discharge Requirement, regulated by the Central Coast RWQCB
- CESA incidental take permit (ITP), regulated by California Department of Fish and Wildlife (CDFW)
- California Fish and Game Code Section 1600 Lake or Streambed Alteration Agreement, regulated by CDFW
- Scientific collection permit, regulated by CDFW
- Coastal Development Permit, regulated by the California Coastal Commission
- Cooperative Agreement with State Parks

Many of these permits, as with the HCP, will also require compensatory mitigation for instances when avoidance and minimization actions do not entirely avoid impacts to regulated resources (listed species and aquatic resources).

Deliverables

Permitting and Compensatory Mitigation Strategy Memorandum that includes:

- Overview of regulatory processes affecting AGENCY
- Summary of existing AGENCY permits, coverage and terms

- Evaluation of streamlined permitting approaches and any bundling opportunities available to AGENCY
- Summary of compensatory mitigation options available
- An assessment of the anticipated benefits, range of costs, and schedule typically associated with each permit type including level of effort in implementation (e.g., level of monitoring or reporting typically required for various permit types)
- A proposed regulatory compliance strategy for the LTMP and HCP
- Evaluation of CEQA compliance needs and any necessary implementation for the LTMP conducted by Terry Rivasplata

Task 3.5. Confirm Permitting Approach (Completed)

Under this task, CONTRACTOR will assist AGENCY in internal discussions as well as with NMFS and USFWS regarding approach to permit coverage for take of listed species under the HCP. The strategy may include a short-term (i.e., pre-HCP permitting) approach to only cover monitoring (directed research). CONTRACTOR will help AGENCY identify the key issues and the differences in positions on these issues.

Under this task, CONTRACTOR will also work with AGENCY and the Services to develop a charter (as described in the HCP Handbook) for NMFS and USFWS. The charter will provide a forum for agreement on how AGENCY and the Services are going to work together to develop the HCP.

This task will also consider the permitting approach for how state-listed species will be addressed by the HCP and how to involve CDFW in the development of the plan.

Deliverables

- Up to 6 meetings with AGENCY and NMFS/USFWS
- Confidential technical memo that outlines the issues considered
- Salinas River HCP Charter

Task 3.6. Develop Strategic Interim Monitoring Program (Completed)

CONTRACTOR will work with AGENCY and NMFS to develop an interim monitoring approach for steelhead that targets the information most critical for developing the HCP. The memo will identify the key issues related to steelhead management, proposed monitoring methods, and expected outcome and uses for the collected data.

Deliverables

- Two meeting with AGENCY, and potentially NMFS
- Technical memo identifying proposed monitoring approach

Task 3.7 – Lagoon Delineation (Completed)

A CONTRACTOR wetland delineator will review available project information, aerial photography, USFWS's National Wetland Inventory, California Rapid Assessment Method (CRAM) wetlands database, UGSG 7.5-minute quadrangles, and historical resources mapping in the project site to identify the boundaries of current and historical wetlands and waters of the U.S. in the project site. The desktop review will be used to produce a wetland and waters of the U.S. map identifying potentially jurisdictional locations under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. CONTRACTOR will conduct one (1) full-day wetland delineation (1 wetland delineator) of the project site. Once the field delineation is complete, CONTRACTOR will prepare a wetland delineation report documenting the findings, which will include a discussion on the jurisdictional nature of wetlands and waters of the U.S. identified in the project site.

As needed, CONTRACTOR will support AGENCY in submitting the final delineation to the U.S. Army Corps of Engineers (Corps) to request an approved jurisdictional determination. This task will include coordination with the Corps including one field verification meeting, if needed.

Assumptions

- Access to the project site will be coordinated by AGENCY and approved by California State Parks prior to conducting the delineation.
- Limited agency coordination related to the wetland delineation verification process.

Deliverables

- Wetland and waters of the U.S. map and wetland delineation report. A maximum of one (1) round of revisions of the wetland delineation report to address to AGENCY comments and one (1) final wetland delineation.

Task 3.8 – Gabilan/Tembladero Watershed Assessment (Completed)

CONTRACTOR will provide an update on previous work in the watershed (primarily Casagrande et al. 2003 and Casagrande and Watson 2006a), and fill knowledge gaps that have been identified through review of existing documentation. Three different methods will be employed to evaluate aquatic habitat (with a focus on steelhead) in the watershed, including:

- Assess steelhead migration barriers through literature review and field verification. Work will include reviewing historical stream flow which will be examined through archived data from the “Gabilan Creek near Salinas” and “Reclamation Ditch near Salinas” stream gauges operated by U.S. Geological Survey (USGS).
- Assess aquatic habitat quality (water chemistry, discharge, benthic macroinvertebrate community, stream cover, in-stream shelter, etc.) through installation of water quality loggers.
- Evaluate presence of steelhead through eDNA sampling and analysis.

Deliverables

- A draft report for review and comment by AGENCY
- A final report incorporating comments received

Task 3.9 – Least Bell's Vireo Surveys (Completed)

CONTRACTOR will conduct targeted species monitoring for least Bell’s vireo in suitable habitat along the mainstem of the Salinas River where accessible.

Deliverables

- One draft and one final technical memo discussing the methods, analysis, and conclusions.

Task 3.10 – Steelhead Approach for Re-operation Protocols

CONTRACTOR will characterize existing steelhead habitat conditions in the Salinas River and provide a summary of the flow conditions necessary to support one or more aspect of the steelhead life cycle downstream of the Nacimiento Dam. This task will result in a written description of the geologic setting of the Salinas Valley that addresses both geomorphic and hydrologic conditions impacting instream flows and steelhead passage within the project area. Work products are anticipated to identify what data gaps—if any—must be addressed in order to understand the flow requirements of steelhead and conditions of the system that support those flows.

Work will include a review of previous studies and relevant current research including but not limited to:

- The Salinas River LTMP regarding the historical and existing conditions of the Salinas River and its watershed
- The steelhead species account developed under task 4.1 during Phase 1
- The Salinas Valley Basin Groundwater Sustainability Plans (GSP)

- *Steelhead in the Salinas–Conceptual Model Outline* (Stillwater Sciences 2020)
- Fisheries and water quality monitoring report conducted for the 2007 Biological Opinion (BO)

This qualitative analysis will be supplemented with quantitative outputs from the USGS model of the Salinas River Groundwater Basin in development called the Salinas Valley Operational Model (SVOM) based on the Salinas Valley Integrated Hydrologic Model (SVIHM; USGS 2018) to provide a detailed description of reach-by-reach water budgets of various surface water flow regimes (e.g., by representative water type years, seasonal variation) throughout the period of record (e.g., 1949–2018). This analysis will also capture the spatial and temporal variation between reaches (e.g., why one reach may have substantive flow but another reach further down the system may be dry) and causes of such variation.

Information from the LTMP on specific geomorphic and hydrologic conditions impacting instream flows will be used as a starting point for this analysis, but additional work will be required to capture the annual and seasonal variations in stream flow. The SVOM will be used to provide reach-by-reach water budgets of surface water flow regimes throughout historical hydrologic periods. These historical reach-by-reach water budgets may be used to provide quantitative descriptions of flow conditions. The SVIHM simulates historic and present-day characteristics of the drainage system that can be used to characterize the environmental setting.

Deliverables

- Updated 10-Year Flow Report.
- Two drafts of a technical memorandum describing the proposed baseline and modeling to be done to estimate baseline conditions. The first draft of this memorandum will be circulated to AGENCY staff, NMFS, and technical experts for feedback on the proposed approach. The second draft will incorporate feedback.

Task 3.11 – IRWM Groundwater Extraction

CONTRACTOR will evaluate historical groundwater extractions in the Salinas Basin utilizing the SVOM and SVIHM to analyze effects of groundwater pumping on instream flows. CONTRACTOR will also complete a historical model run to compare a no pumping scenario to current conditions. Additional model runs may be implemented that compare a reduction in pumping against no pumping and/or current pumping levels.

Deliverables

- One draft and one final technical memo discussing the methods, analysis, and conclusions.

Task 3.12 – Steelhead Surveys

CONTRACTOR will conduct surveys for steelhead in targeted locations in the Salinas River mainstem, key tributaries, and/or the Salinas Lagoon. Specific survey requirements will depend on the requirements of the survey funding source.

Deliverables

- Final report on work conducted and findings.

Task 3.13 – Goby Surveys

CONTRACTOR will conduct surveys for tidewater goby in the Salinas Lagoon and adjacent geographies. Specific survey requirements will depend on the requirements of the survey funding source.

Deliverables

- Final report on work conducted and findings.

Task 3.14 – Steelhead Passage Criteria

CONTRACTOR will re-evaluate steelhead passage flow criteria within the study area. Current river conditions will be assessed to identify areas of critical passage needs and evaluated to identify the flow necessary to provide for passage of adult and juvenile steelhead during the migration season(s). It is anticipated that drone technology using 3D mapping will be utilized to identity the critical passage areas with field verification as necessary. The final methodology will be determined with the consultant identified to assist with the project.

The purpose of this task is to re-evaluate the assumptions and resulting flow criteria used in the 2007 Biological Opinion and determine if the criteria require updating. The approach to this task will be to first identify stream reaches where passage by adult and juvenile steelhead may be limited by flows during migration, and second, to analyze one or more critical riffles within each reach to determine the flow criteria necessary to allow fish passage. Reaches will be identified through a combination of past research and field-based knowledge by staff, consultants, and regulators. Critical riffles will be identified using the following methods once confirmed with NMFS. Flow criteria (e.g., cubic feet per second, timing of flows) for steelhead passage over critical riffles derived from this task will be incorporated into the SVOM to simulate reservoir releases necessary for maintaining required streamflows for fish migration.

This task will identify physical passage requirements for different steelhead life stages in the lower Salinas and lower Arroyo Seco for inclusion as conservation measures in the HCP. This information will be used to re-evaluate passage flow thresholds (currently 260 cfs at Chualar for adult upstream migration) and revise the definition of connectivity between the lower Arroyo Seco and Salinas River based on physical passage requirements (currently 1 cfs).

Deliverables

- One draft and one final technical memo discussing the methods, analysis, and conclusions.

Task 3.15 – Dam & Reservoir Fish Passage Feasibility Study

CONTRACTOR will develop a fish passage alternatives feasibility analysis for Nacimiento and San Antonio dams. Work will initiate with development of a draft Alternative Feasibility Study document outline for review by AGENCY prior to beginning development of content. Next, CONTRACTOR will compile the geographic/topographic and hydrologic setting of the project, dam engineering and operation details, and other background information necessary for the development of the analysis. This effort would draw primarily—if not entirely—from information previously gathered or developed for the Salinas River LTMP, Salinas River Steelhead Conceptual Model (Central Coast Salmon Enhancement 2020), and the Salinas Valley Integrated Hydrologic Model: Overview and Future Opportunities (Henson and Franklin 2020). CONTRACTOR will then develop an initial list of upstream and downstream passage concepts. The list will be based on a review of existing large-scale fish passage facilities and fish passage technologies, CONTRACTOR staff expertise, guidance from AGENCY, and others as directed by AGENCY. This list would be comprehensive and not constrained by site-specific physical characteristics or operational characteristics.

Further analysis and refinement of the initial list based on the compatibility of the concepts with site-specific conditions and proposed covered activities under the Salinas River HCP will then take place. This would include an assessment and discussion of other limiting factors that affect fish passage success, outside of the passage alternatives, such as non-native predatory fish species in the reservoirs, lack of flow vectors and attraction flows, and water quality. This task will conclude with identification of alternatives aligned with the conditions present at San Antonio and Nacimiento

Dams. CONTRACTOR will evaluate alternatives using a matrix and scoring process, resulting in a ranking of alternatives and recommended set of alternatives.

All analyses and outputs of this task will be finalized through production of a final passage alternatives feasibility report.

Deliverables

- Draft passage alternatives feasibility report.
- Incorporation of comments and development of final passage alternatives feasibility report.

Task 3.16 – Habitat Assessments

CONTRACTOR will conduct one or more habitat assessments for one or more covered species. At a minimum, CONTRACTOR will conduct a habitat assessment for steelhead in the upper watersheds of San Antonio and Nacimiento rivers. Specific survey requirements will depend on the requirements of the survey funding source.

Deliverables

- Final report on work conducted and findings.

Task 4– Prepare Historical and Baseline Conditions Assessment Report and HCP Framework

Task 4.1. Prepare Historical and Baseline Conditions Assessment Report (Completed)

Based on data compiled and collected as part of Task 3, CONTRACTOR will develop an assessment of the historical and baseline conditions of the Salinas River watershed, including the San Antonio, Nacimiento, and Arroyo Seco Rivers. This assessment will inform development of the LTMP and HCP and will be based on and built on existing data, scientific literature, and models provided by AGENCY and publicly available information, as described in Task 3. The report will be developed in a manner that facilitates easy integration with the LTMP document and the HCP.

CONTRACTOR will review and build on the report *Historical Ecology Reconnaissance for the Lower Salinas River*, developed by the San Francisco Estuary Institute (SFEI) in 2009. This is an excellent foundation for the historic geomorphology, vegetation, and land uses in the lower Salinas River. As part of this task, CONTRACTOR will contact SFEI and explore whether funding may be available for them to expand this study to 1) include more of the Salinas River upstream of King City (where the 2009 report stops), 2) map historic vegetation based on historical data sources, and 3) help CONTRACTOR address key questions about the restoration potential along the river.

The assessment will account for fluctuations in water years, including AGENCY operations. New data and information developed or collected as part of Task 3.3 will be included in this assessment, as appropriate. This effort will culminate in a Historical and Baseline Conditions Assessment Technical Report. Information gathered as part of the Historical and Baseline Conditions Technical Report will be incorporated as background information in the LTMP (Task 5, below) and into the Existing Conditions chapter of the HCP (Phase 2).

Deliverables

- Review the 2009 *Historical Ecology Reconnaissance for the Lower Salinas River*, developed by SFEI in 2009
- Consult with SFEI to determine if the 2009 study can be expanded and brief memo documenting scope and budget for expansion
- Draft Historical and Baseline Conditions Assessment Technical Report (report and comments will be incorporated into the LTMP)
- A summary of historic and existing land use and management actions

- Physical conditions, including climate, geology, geomorphology, instream flow, surface runoff and erosion, groundwater, and linkages between these conditions
- A summary of current water quality conditions and contributing factors
- Biological conditions, including ecoregions, aquatic/terrestrial habitats, riparian habitat, special-status species, and habitat connectivity
- Linkages between physical and biological conditions
- Environmental pressures and stressors such as agriculture, development, dams/diversions, invasive species, recreation, infrastructure, and climate change

Task 4 cont'd– HCP Strategic Planning

AGENCY will be faced with many important decisions during HCP development. Many of these key decisions include issues that will be addressed in part during Phase 1, including which species will be covered, what activities will be covered, and what area the permit will cover. Nonetheless, preparation of an HCP document is a highly iterative process. To facilitate the learning process among participants and to provide for efficient decision making, CONTRACTOR will separately prepare and provide for review individual chapters or portions of the document, following a similar approach as the LTMP development process.

CONTRACTOR will work with AGENCY to determine the best approach to framing the critical information for HCP development to support decision making. In some cases, decisions will be introduced, framed, and documented through a standalone memo. In other cases, it may be more efficient to frame the topic and document the decision as a section of a draft chapter of the HCP. This approach will streamline developing the HCP and help provide context for reviewers.

CONTRACTOR proposes to use the following outline for the HCP. Some of these chapters are proposed for a partial or complete first draft as part of Task 4 deliverables.

- Executive Summary
- Chapter 1. Introduction
- Chapter 2. Environmental Setting
- Chapter 3. Covered Activities
- Chapter 4. Assessment of Take
- Chapter 5. Conservation Strategy
- Chapter 6. Conditions on Covered Activities
- Chapter 7. Monitoring and Adaptive Management Framework
- Chapter 8. Implementation and Assurances
- Chapter 9. Costs and Funding
- Chapter 10. Alternatives to Take
- Chapter 11. Literature Cited
- Chapter 12. List of Preparers
- Appendix A. Glossary
- Appendix B. Covered Species Accounts
- Appendix C. Hydrology Model Information
- Appendix D. HCP Cost Data and Model
- Appendix F. List of Acronyms

The following subtasks include CONTRACTOR's proposed strategic planning efforts by topic area.

Task 4.2. Confirm Covered Activities

The HCP must identify the activities that could result in take of covered species and that will be covered by the plan. These covered activities should include all the activities, projects, or types of projects that AGENCY undertakes that could have an effect on federal listed species. CONTRACTOR will assist AGENCY in developing the covered activities list and in determining which activities to specifically exclude from coverage. Work may include up to five days of site visits to see infrastructure or other resources that may be addressed in the HCP.

Deliverables

- Meeting with AGENCY to finalize list of covered activities
- Draft and Final Memoranda describing the covered activities criteria, selection process, and data sources and a brief description of covered activities (a more detailed description will be developed in the covered activities chapter of the HCP)

Task 4.3. Define Plan Area and Permit Area

CONTRACTOR assumes that the HCP plan area will be similar to the LTMP study area. The plan area is the area analyzed in the development of the HCP, but it may include areas where covered activities will not occur. A permit area is also defined in an HCP. By definition, the HCP permit area will include all areas where covered activities and expected conservation actions will occur that have the potential to affect covered species. CONTRACTOR will develop the proposed plan area and permit area, if different, for the HCP. CONTRACTOR will begin by evaluating the LTMP study area as a possible plan area and the LTMP management area as a possible permit area.

Deliverables

- Draft and Final Memoranda recommending and describing the rationale for the HCP plan area and permit area
- Maps illustrating the proposed HCP plan area and permit area

Task 4.4. Define Permit Term

The permit term of an HCP is the length of time for which the ITPs are valid and during which Permittees may undertake activities covered by the permit. The permit term is also the time period in which all mitigation and conservation measures must be accomplished. Several factors are considered when selecting a permit term, including guidance from regulatory agencies, the time horizons of covered activity implementation, and the time necessary to implement the conservation strategy.

Deliverables

- Draft and Final Memorandum recommending and describing the rationale for the permit term

Task 4.5. Confirm Covered Species

Covered species are those species that will be listed on the ITP permits issued by USFWS and NMFS. This scope of work and cost estimate assumes that there will be up to 15 species covered by the HCP. This scope includes field surveys as needed and as budget allows. At a minimum, AGENCY and CONTRACTOR anticipate surveys for least Bell's vireo, steelhead, and tidewater goby.

Deliverables

- Draft and Final Memoranda describing the covered species criteria, selection process, special-status species considered, data sources, and proposed covered species list

Task 4.6. Develop Species Accounts

CONTRACTOR will prepare an ecological profile for each covered species that will be covered in the HCP. These species accounts provide an important foundation for the HCP impact analysis and conservation strategy.

Draft species accounts will be provided for review by, at a minimum, AGENCY, NMFS, and USFWS to ensure that they are complete and provide an adequate foundation for the HCP impact analysis and conservation strategy. These accounts will not be comprehensive compilations of all that is known about a species (i.e., not a treatise), but summaries of the important information needed to support an HCP. Species accounts will be included as an appendix to the HCP.

Deliverables

- Update if included in the LTMP or draft species accounts for each covered species using readily available information

Task 4.7. Develop Species Habitat Distribution Models

All HCPs are required to quantify the level of take authorization requested for each covered species. CONTRACTOR will quantify this level of take for most of the covered species in terms of acres of habitat lost or degraded as a result of covered activities. The primary tool for quantifying take will be a species habitat suitability model. Such a model has the advantage of predicting species' occurrences throughout the permit area in a consistent fashion for use in both the impact analysis and the conservation strategy. Habitat models for terrestrial species will be based on the land cover mapping conducted for the LTMP, in combination with other parameters such as elevation, habitat connectivity, soil type, proximity to different land cover types, and species movement distances.

For the covered fish, the habitat models will utilize existing hydrologic models and measures of habitat suitability. If possible, habitat suitability will be expressed in terms of easily-measured parameters such as water clarity, water depth, velocity, or temperature using a widely-accepted tool such as Habitat Suitability Index. The specificity and resolution of the habitat models will be limited to the specificity and resolution of the land cover GIS database, the design and intended use of the hydrologic models, and other existing GIS data. Models for some species may be partitioned into habitat uses such as breeding, foraging, and movement, if necessary and if adequate data are available. Final modeling methods and results will be incorporated into the species accounts.

Species models may not be feasible for all covered species because of a lack of understanding of species habitat requirements, insufficient data, habitat parameters that occur on a scale too fine to map regionally, or a combination of these factors. CONTRACTOR assumes that up to 12 species habitat distribution models will be developed for the HCP.

Deliverables

- Draft species habitat distribution models, including habitat parameters, which will also be added to the species accounts using existing land cover data

Task 4.8. Assess Impacts and Level of Take

The first step in assessing the level of take will be to evaluate each of the covered activities to identify the mechanisms that could result in direct or indirect impacts on covered species or any ESA-designated critical habitat (critical habitat must be evaluated because of the internal Section 7 consultation USFWS and NMFS will be conducting during permit processing). These impact mechanisms will be linked to each covered species in a matrix and narrative description.

The next step in the evaluation process is to identify the appropriate method for measuring levels of take (e.g., area of habitat affected, number of individuals or populations taken) for each covered species resulting from covered activities in the permit area. CONTRACTOR will quantify the level of take for terrestrial covered species in terms of acres of habitat lost or degraded. It is anticipated that the level of take for fish covered species will be quantified using the available hydrologic models and specific simulated conditions.

Species without habitat models, often including plants, may require a different, qualitative analysis of take, such as in terms of populations. Tracking impacts and conservation in terms of populations will ensure that impacts to covered plants are being minimized and mitigated to the maximum extent practicable (ESA standard). CONTRACTOR will also describe the potential indirect impacts to covered species in qualitative terms because indirect impacts (and the resulting take from indirect impacts) are difficult to quantify on a regional scale.

Deliverables

- Draft impact assessment for review by AGENCY and wildlife agencies
- Second draft impact assessment to be incorporated in the administrative draft HCP

Task 4.9. Develop Biological Goals and Objectives

Biological goals and objectives are a required element of an HCP. Biological goals are broad, guiding principles based on the conservation needs of the resources. Biological objectives are expressed as conservation targets or actions. Biological goals and objectives serve two important functions in an HCP—they act as a useful focus for the often-complex conservation strategy, and they provide the measurable, typically quantitative targets of the HCP that will be monitored during implementation. The biological goals and objectives will consider the regional conservation needs of the species as identified in the LTMP and HCP and will guide the development of conservation measures including avoidance, minimization, and mitigation measures.

CONTRACTOR will prepare goals and objectives for each covered species, by building upon the information developed for the LTMP and proposing draft goals and objectives for covered species for review by AGENCY, the wildlife agencies and the stakeholder group. Quantitative and/or qualitative goals and objectives for habitats associated with each covered species will also be incorporated. Species recovery plans with recovery goals and objectives have been developed by USFWS or NMFS for some of the covered species (e.g. Central Coast steelhead). These plans will be used to help develop the goals and objectives for the HCP covered species.

Deliverables

- Recommended draft goals and objectives for covered species on the final approved covered species list
- Second draft goals and objectives for covered species

Task 4.10. Develop Conservation Strategy Framework

CONTRACTOR will work with AGENCY, wildlife agencies, and the stakeholder group to develop a functional and practicable conservation strategy. CONTRACTOR's approach to the conservation strategy emphasizes laying solid groundwork on which the conservation measures will be built. CONTRACTOR will seek consensus on components of the conservation strategy as it is developed. By receiving agreement from the wildlife agencies and the stakeholder group, there will be much less chance of key elements of the conservation strategy being challenged later.

Much of the background information will be developed during Phase 1, including collection of historic and baseline conditions (Task 4), and conducting a data gap assessment (Task 3.2).

Deliverables

- One memorandum on alternative approaches and recommendations for conservation strategy structure. This information will inform development of preliminary draft Chapter 5 *Conservation Strategy*

Task 4.11. Develop Conservation Strategy and Conservation Alternatives

CONTRACTOR will develop habitat-level and species-level conservation measures to address conservation needs. These conservation measures will be adjusted or recombined to form different alternatives from which AGENCY, wildlife agencies, and the stakeholder group can identify the conservation strategy for inclusion in the administrative draft HCP.

Species-specific management measures will be developed that are practical, cost-effective, and clear. Sources used to develop the habitat and species conservation measures will include:

- USFWS Recovery Plans
- NMFS South-Central California Coast Steelhead Recovery Plan
- Practical management experience of local landowners and other local land managers

One key to successful implementation of the HCP will be developing partnerships with landowners, existing organizations, and other local agencies during Plan preparation to facilitate integration of the

HCP conservation strategy with existing and planned conservation and management activities in the Salinas River System. This approach will provide opportunities to share knowledge and resources during HCP implementation, thus reducing costs and increasing effectiveness.

As part of developing the conservation strategy for steelhead, CONTRACTOR will support AGENCY in developing re-operation protocols based on the results of the 10-year report—a compliance metric for the 2007 Biological Opinion—developed by AGENCY, SVOM simulations, policy decisions, and stakeholder feedback. To begin this work, CONTRACTOR will review the draft 10-year report and update the report to better inform the criteria that will be used to evaluate fish passage success and the overall health of the Salinas basin fish population with the intent of providing information to support HCP development.

Once relevant data is collected and reviewed, CONTRACTOR will support AGENCY in conducting multiple SVOM simulations to evaluate how alternative re-operation protocols affect desired multi-benefits, including steelhead habitat, outflows to the ocean, agricultural irrigation, and groundwater recharge. This task will be influenced by the outcomes of all the other tasks, including initial public outreach. Re-operation protocols will be simulated under a range of predicted climate scenarios. The re-operation protocols to be modeled will be limited in number and well defined. As part of this task, the re-operation protocols will be determined by AGENCY and consultants and vetted with the wildlife agencies before the re-operation protocols are simulated.

Preliminary cost estimates indicate budget is sufficient to evaluate three alternative re-operation protocols with three simulation runs each, assuming minor modification of each re-operation protocol simulation based on the results of the previous runs. Example alternative re-operation protocols may include the following.

1. Current flow prescription to establish baseline conditions.
2. “No operation” of the Nacimiento and San Antonio dams under current hydrologic conditions to provide information on the condition of the system if the covered activity of operating the dams was not undertaken.
3. Operation to manage for flood flows during winter months.
4. Up to three additional model runs for scenarios with modified release regimes that would benefit steelhead.

Deliverables

- Preliminary draft sections of the conservation strategy on habitat and species conservation measures based in part on opportunities identified in the LTMP
- Three draft alternative conservation strategies
- Draft conservation strategy chapter with the selected conservation strategy in detail (administrative drafts, draft, and final versions will be completed under Task 5)
- Technical memo with methods used and SVOM simulation results and recommended flow prescription

Task 4.12. Develop Cost and Funding Plan

As an initial component of this task, CONTRACTOR will prepare a brief paper (10-15 pages in length) addressing funding options to support decision making regarding potential covered activities. The brief paper will identify the types of covered activities that may be proposed for coverage by the HCP and identify the relationship to stakeholder benefits. Next, to determine the order of magnitude for funding requirements, CONTRACTOR will work with AGENCY to assign relative costs to the different types of covered activities identified in the first step. Finally, CONTRACTOR will compile a list of available financing mechanisms and identify which mechanisms could be used to fund different types of covered activities.

Once the covered activities are more settled, CONTRACTOR will develop a draft cost and funding plan for the HCP as required by the ESA, drawing on the initial work completed for the brief paper. Both NMFS and USFWS must make findings for permit issuance documenting the adequacy of the cost estimate and funding strategy. All costs of the Plan will be identified and estimated and CONTRACTOR will ensure that appropriate assumptions are used to develop estimates for the cost of:

- Implementing HCP conservation measures
- Conducting management and monitoring
- Implementing habitat restoration and remedial measures
- Facilitating land acquisition and due diligence (e.g., appraisals, pre-acquisition biological surveys, legal fees)
- Administering HCP implementation

CONTRACTOR will develop a detailed Excel cost model to document all of these costs in a way that can be easily updated and refined as the HCP evolves. CONTRACTOR will also develop the appropriate funding framework for the HCP based on impacts and the needs of the conservation strategy.

Deliverables

- List of cost assumptions for the economic cost model
- Draft Excel cost model (with updates periodically during plan development)
- Draft funding strategy
- Administrative draft of HCP Chapter 9, *Costs and Funding*

Task 4.13. Prepare Monitoring and Adaptive Management Program

Monitoring is an essential part of an HCP because it is the process by which the success or failure of the conservation actions is measured. Monitoring is also required by the ESA for all HCPs. CONTRACTOR will develop a thorough monitoring program for the HCP that builds on monitoring conducted to date. Monitoring will focus on three primary components:

- Compliance monitoring
- Effectiveness monitoring
- Status and trend monitoring

Adaptive management is the process by which information from monitoring is analyzed and interpreted to inform and improve future management. An adaptive management program will be developed that is linked to the monitoring program and meets the requirements of the ESA and 2016 HCP Handbook. The program will describe the structure of the process and guidelines for implementing it.

Deliverables

- Administrative draft of HCP Chapter 7, *Monitoring and Adaptive Management Framework*

Task 4.14. Prepare Implementation Chapter, Including Requested Assurances, and Take Alternatives Chapter

The implementation chapter of the HCP describes the “who” and “how” of the HCP. The implementation chapter of the HCP will describe key elements related to implementation, including:

- Which organization(s) will implement one or more of the conservation measures
- Structure and roles of the organization(s) that will implement the HCP
- Role of outside parties (e.g., regulatory agencies, scientists) in implementing the plan
- Timeline for implementation

- How conservation measures will be made permanent or durable for the duration of the permits (e.g., conservation easements)
- Reporting requirements to the regulatory agencies
- Standards and procedures for amending the plan or the permit, if necessary

Regulatory assurance is another important component of the implementation chapter of the HCP. The assurances section of the implementation chapter will describe several types of assurances including those requested by AGENCY of the regulatory agencies (e.g., no surprises, funding commitments, staff participation in implementation); those requested by the regulatory agencies of AGENCY (e.g., funding and implementation commitments); and, possibly, those requested by other groups (e.g., neighboring landowner protections). The assurances section will also include definitions and descriptions of changed circumstances, unforeseen circumstances, and remedial measures for changed circumstances presented in the HCP. CONTRACTOR will develop the assurances section to address the needs of AGENCY, the wildlife agencies, and interested stakeholders and to meet regulatory requirements.

CONTRACTOR will also develop the first working draft of the take alternatives chapter of the HCP. The alternatives evaluated will follow the regulatory requirements of the ESA, which requires that alternatives to take be examined. A broader discussion of alternatives will be left for the CEQA/NEPA documents.

Deliverables

- Administrative Draft of HCP Chapter 8 *Implementation*
- Administrative Draft of HCP Chapter 10 *Alternatives to Take*

Task 5 – Develop Long-Term Salinas River Management Plan

CONTRACTOR will develop an LTMP for the Salinas River System including preparation of a document outline (Task 5.1), an administrative draft (Task 5.2), and public LTMP (Task 5.3).

Task 5.1 – LTMP Annotated Outline (Completed)

Based on the information collected, analyzed, and discussed with AGENCY and the SWG, CONTRACTOR will prepare an annotated LTMP Outline for review and approval by AGENCY. The LTMP Outline will be driven by the anticipated data needs of the LTMP, as well as the HCP (Phase 2) and CEQA/NEPA documents (Phase 3).

Deliverables

- Draft and final annotated LTMP Outline

Task 5.2 – Administrative Draft LTMP (Completed)

CONTRACTOR will prepare an Administrative Draft LTMP for the Salinas River System. Key components of the LTMP will be compiled as the administrative draft using the organization agreed to under Task 5.1, and as further refined through the stakeholder engagement process (Task 2) and AGENCY feedback. Expected key LTMP components include:

- Historical and Baseline Conditions
- Data Gap Assessment and Focused Studies
- Goals and Objectives. The LTMP will identify long-term management goals and objectives which will seek to address issues associated with the following subjects at a minimum:
    - Salinas River Stream Maintenance Program
    - Salinas River Lagoon (including steelhead and tidewater goby rearing habitat, flooding, and sandbar management)
    - Suitability of the OSR for steelhead migration
    - Opportunities for steelhead population enhancement

  - ESA compliance for the AGENCY's O&M activities
  - New project compliance with the ESA
  - Improvement of minimum flows and water quality
- Project and Design Strategies
- Environmental Compliance Strategies
- Management Strategy
- Management Strategy Implementation

Technical appendices to the LTMP are anticipated to include, at a minimum:

- A summary table of the data gap assessment
- Technical documents related to any focused studies conducted (determined through Tasks 3.1 and 3.2)
- A comprehensive list of related projects

Preparation of the Administrative Draft LTMP will include an editorial review of the document in its entirety for consistency of format, terminology, and approach. CONTRACTOR will also incorporate feedback from stakeholders and the TDC on technical memoranda. The Administrative Draft LTMP will be available for review by AGENCY only, due to the limited time in Phase 1.

Deliverables

- Administrative Draft LTMP, including the technical appendices for AGENCY review

Task 5.3 – Public LTMP (Completed)

CONTRACTOR will revise the Administrative Draft LTMP to incorporate AGENCY's comments and prepare the Public LTMP. The Public LTMP may include recommendations for additional targeted studies or other analyses, the completion of which could result in the need to revise the LTMP at a future time. CONTRACTOR will produce a version of the LTMP that is print-ready.

Deliverables

- Public LTMP, including updates based on, and responses to, AGENCY comments

Task 5.4. Review LTMP (Completed)

As described in Task 5.3, the Public LTMP may include recommendations for additional targeted studies or other analyses. In addition, the development of the HCP or CEQA/NEPA documents (Phases 2 and 3) may reveal a potential need to include additional management actions in the LTMP. CONTRACTOR will work with AGENCY to identify and track these needs, and will update the LTMP as budget allows.

Deliverables

- Targeted revisions to the LTMP, including if applicable, technical appendices

Task 6 – Other Tasks

Task 6.1 – Develop Grant Applications for HCP Planning (Completed)

With approval from AGENCY, CONTRACTOR will assist AGENCY in development of Section 6 Grant Applications to fund Phase 2 and Phase 3 of the scope of work. In addition, CONTRACTOR will assist AGENCY in identifying and applying for other grant funding to support completion of Phase 2 and Phase 3 work.

Deliverables

- Section 6 Grant Applications for submittal to CDFW by AGENCY (CDFW then submits selected grant applications to USFWS)
- Other grant applications as directed by AGENCY and as budget allows

Task 6.2 – Revised Scope of Work for HCP and CEQA/NEPA (Completed)

Updated scope of work for the HCP and CEQA/NEPA documents (Phases 2 and 3), including the following:

- A work plan for completing Phases 2 and 3
- A detailed project schedule for the HCP and CEQA/NEPA documents
- A summary of key issues and recommended approaches for addressing the key issues
- A cost estimate for completing Phases 2 and 3

Deliverables

- Refined scope of work and cost estimate for Phases 2 and 3

Task 6.3. Prepare Grant Applications and Support Other Funding Opportunities

Complex HCPs that address multiple issues such as resource management, restoration, and habitat enhancement are often competitive for a number of small and large grant programs. The Salinas River HCP may qualify for “Non-Traditional” or “Traditional" Section 6 grants, which provide funding for planning, habitat restoration, species status surveys, public education and outreach, captive propagation and reintroduction, nesting surveys, genetic studies, and development of management plans. The Salinas River HCP may also be highly competitive for Proposition 1 grants (currently offered through both CDFW and the California Coastal Conservancy) or the Reclamation Agricultural Water Conservation and Efficiency grant program.

CONTRACTOR will develop grant applications, including any grant scope amendments, to support development and/or implementation of the HCP or LTMP, as directed by AGENCY and as available budget allows.

Deliverables

- Up to three targeted grant applications as determined by AGENCY and as budget allows

Task 6.4. Prepare Other Regulatory Documents

AGENCY is likely to require permits beyond the ITPs issued for the HCP, such as permits to support Clean Water Act compliance or Lake and Streambed Alteration Agreements. The scope and scale of the permits needed vary greatly and will depend on the projects AGENCY ultimately desires to be permitted. CONTRACTOR will work with AGENCY during HCP development to identify projects that will require additional permits and prepare additional regulatory documents that are designed to be consistent with, and in support of, the ESA ITPs. CONTRACTOR will develop permit documents, as directed by AGENCY and as available budget allows.

Deliverables

- Draft and final permit applications ready for submittal by AGENCY.

Task 7 – Develop Habitat Conservation Plan

Task 7.1. Prepare 1st Administrative Draft HCP

CONTRACTOR will prepare the 1st Administrative Draft HCP for review. Some of the administrative draft chapters will have been partially drafted through development of technical components (Task 4), but this task includes development of complete chapters as a single package. This entails completing details of the conservation program and other required components of the document. The 1st Administrative Draft will also include new components such as the Literature Cited chapter (Chapter 11), glossary (appendix), and all other technical appendices.

Deliverables

- 1st Administrative Draft HCP document (delivered electronically in Word and PDF)

Task 7.2. Prepare 2nd Administrative Draft HCP

CONTRACTOR will revise the 1st Administrative Draft HCP to develop the 2nd Administrative Draft HCP based on comments received.

Deliverables

- 2nd Administrative Draft HCP document (delivered electronically in Word and PDF).

Task 7.3. Prepare Public Draft HCP

CONTRACTOR will revise the 2nd Administrative Draft HCP to develop the Public Draft HCP based on comments received from AGENCY and wildlife agencies. Preparation of the Public Draft HCP will include an editorial review of the document in its entirety for consistency of format, terminology, and approach. This task includes development first of the Screencheck Draft HCP, which allows AGENCY and wildlife agencies to confirm all final edits.

Deliverables

- Two (2) Screencheck Draft HCP documents (delivered electronically in Word and PDF); 1 with track changes, 1 clean copy
- Public Draft HCP document (delivered electronically in Word and PDF)

Task 7.4. Prepare Response to Public Comments and Develop Strategy to Finalize

Developing responses to comments received during the public review period is primarily a task for CONTRACTOR's CEQA/NEPA team. CONTRACTOR's HCP team will develop draft responses to comments on the HCP and transmit those responses to USFWS and NMFS for the CEQA/NEPA team to incorporate into the Final CEQA/NEPA document. This is also a period in which the HCP may change in substantive ways, and these changes will require AGENCY to review, deliberate, and decide on how to address the comments. CONTRACTOR will support AGENCY in this effort and work closely with AGENCY to update the HCP.

Once the scope of the responses to comments has been determined, CONTRACTOR will conduct one workshop with the stakeholder group to explain AGENCY's proposed approach to revising and finalizing the HCP.

Deliverables

- Response to Comments document (delivered electronically in Word to USFWS and NMFS for incorporation into the CEQA/NEPA document by CONTRACTOR's CEQA/NEPA team)
- Preparation of workshop materials, including agenda, presentation, and meeting minutes

Task 7.5. Prepare Administrative Final HCP

Based on the approach to responding to comments determined in Task 7.4, CONTRACTOR will revise the Public Draft HCP to develop the Administrative Final HCP for review. The Administrative Final HCP will use the track changes feature to allow decision makers and stakeholders to see how their comments have been incorporated.

Deliverables

- Administrative Final HCP document (delivered electronically in Word and PDF)

Task 7.6. Prepare Final HCP

CONTRACTOR will revise the Administrative Final HCP to first develop the Screencheck Final HCP and then the Final HCP based on comments received. CONTRACTOR will prepare two versions of the Screencheck Final, one version with track changes and another clean copy. CONTRACTOR will revise the Screencheck Final HCP to develop the Final HCP. CONTRACTOR will prepare two

versions of the Final Draft, one internal-only version with track changes and another clean copy for public distribution. The clean copy will be developed to be print ready.

Deliverables

- Two (2) Screencheck Final HCP documents (delivered electronically in Word and PDF); 1 with track changes, 1 clean copy
- Final HCP document (delivered electronically in Word and PDF)

Task 7.7. Prepare Material to Support Federal Decisions

CONTRACTOR will prepare technical materials to support NMFS and USFWS decision documents for permit issuance, as requested by those agencies. Both NMFS and USFWS must prepare a Biological Opinion and a set of ESA Findings. Based on new ESA Section 7 regulations (from 2018), the Biological Opinion for the HCP may incorporate by reference extensive material in the HCP instead of repeating it (as was commonly done in the past). However, NMFS and USFWS may still benefit from technical assistance from CONTRACTOR to provide material from the HCP packaged and formatted to support the Biological Opinion.

Deliverables

- Technical material from the HCP repackaged and formatted to support NMFS and USFWS decision documents, if requested

Task 7.8. Prepare Low-Effect HCP for Lagoon and Sandbar Management

CONTRACTOR will collaborate with AGENCY staff to complete development of a low effect HCP for lagoon and sandbar management associated with managing flooding in the Salinas Lagoon. CONTRACTOR will build the low effect HCP using as much information as feasible from the existing Salinas River LTMP and draft sections of the Salinas River HCP. CONTRACTOR will supplement and complete the analysis for the low effect HCP based on discussions with AGENCY and USFWS. The majority of this technical work will be incorporated into the Salinas River HCP.

As directed by AGENCY, CONTRACTOR will prepare a categorical exemption (CE) under the California Environmental Quality Act (CEQA) for the Salinas River Lagoon and Sandbar Management Low Effect HCP. CONTRACTOR will prepare a brief CE document that explains why the project does not trigger exceptions to the CE and would not result in any significant impacts. Documentation will be enough to provide a clear administrative record supporting AGENCY's project decisions.

In addition to the categorical exemption document, CONTRACTOR will prepare a "mini"-initial study checklist, from CEQA Guidelines Appendix G, that briefly documents why the project would not result in potentially significant impacts or require mitigation measures to reduce potentially significant impacts. This step will occur prior to preparing the CE document to confirm that none of the requirements for use of a CE would be violated and to confirm with AGENCY the level of risk involved or other considerations before proceeding.

Should AGENCY proceed with preparation of a CE, CONTRACTOR will prepare a draft version for review by AGENCY and will revise the CE document based on the draft comments. This scope of work assumes 2, 1-hour meetings with AGENCY to approve the approach and review comments on the draft document.

Once a final CE is finalized, CONTRACTOR will prepare a notice of exemption (NOE) for AGENCY to file with the county clerk, should MCWRA decide to file a notice. The notice will include a brief description of the project, a finding that the project is exempt, citations to the applicable exemption and a brief statement of reasons supporting the finding of exemption.

This scope of work assumes use of the current low effect HCP documentation and materials. Materials for use in the CE document will be independently reviewed for accuracy and for adequacy

to meet CEQA requirements. Should AGENCY determine that an Initial Study/Mitigated Negative Declaration is the preferred CEQA documentation for the low effect HCP, additional funding would be required.

This task also includes time for project management and agency coordination specific to the low-effect HCP.

Assumptions

- Agency Draft will require two rounds of review and revision

Deliverables

- Second Administrative Draft HCP (electronic) for AGENCY to review
- Agency Draft HCP and Low Effect HCP Screening Form (electronic) for USFWS review
- Public Draft HCP (electronic)
- USFWS HCP application form
- Draft Federal Register notice of the categorical exclusion and availability of the Public Draft HCP
- Final HCP
- "Mini" Initial Study Checklist
- Draft and Final CE Documents

Task 8 – Develop CEQA and NEPA Documents

Task 8.1 – Develop CEQA/NEPA Strategy

CONTRACTOR will work with AGENCY, USFWS, and NMFS to develop the strategy for developing the CEQA and NEPA compliance documents. A first step in this process will be development of a memorandum to summarize key information, provide guidance on timing, and identify issues requiring resolution. Key questions to resolve include which federal agency will be lead agency for NEPA, the type of CEQA and NEPA document needed, and if the environmental documents should be combined or stand-alone. This task will also support early-stage coordination between CONTRACTOR, AGENCY, USFWS, and NMFS in resolving these questions.

Deliverables

- Draft and final version of a technical memorandum addressing the subject.

Task 8.2 – Project Management and Meetings

The success of the joint CEQA/NEPA documents will depend in large part on frequent and effective communication between CONTRACTOR, AGENCY, and NMFS, and, to a lesser degree, USFWS based on the current understanding that NMFS will be the lead federal agency. CONTRACTOR's scope of work provides for monthly meetings between CONTRACTOR, AGENCY staff, and NMFS staff to facilitate this process. Additional meetings may also be included to address specific concerns or topics. One such meeting will be an CEQA/NEPA kickoff meeting with AGENCY, NMFS, USFWS, and other appropriate participants to identify the relevant information applicable to the HCP as a basis for the CEQA/NEPA documents, develop protocols for communication, confirm or refine the CEQA/NEPA scope of work, and refine the project schedule to reflect the status of the HCP. A key outcome of the kickoff meeting will be the establishment of a mutual understanding of the CEQA/NEPA objectives and key issues. A summary of anticipated meetings is included below.

Also included under this task is a project management budget associated with project oversight, budget and schedule coordination and control, assistance with monthly invoice preparation and review, and team oversight and guidance.

Meeting	No. Mtgs Assumed	Contractor Staff in Attendance (% of Meetings)	Est. Hrs per Mtg[1]	Notes
Monthly CEQA/NEPA Management Meeting	24[2]	Project Manager (100%) Technical Staff (50%)	2	Meetings are assumed to occur remotely.
CEQA/NEPA Specific Issue Meetings	5-10[2]	Project Manager (100%) Technical Staff (50%)	2	One (1) in person kick-off meeting in Salinas and 10 issue-specific remote meetings.
Alternatives Development Meetings with the Lead and Cooperating Agencies[3]	1-3	Project Manager (100%) Deputy Project Manager (100%)	2	Meetings are assumed to occur remotely.
Public Scoping Meeting	2	Project Manager Deputy Project Manager	2	Assumed to occur in Salinas and South County
Public Meeting on Draft CEQA/NEPA	2	Project Manager Deputy Project Manager	2	Assumed to occur in Salinas and in South County.
Board of Supervisors Certification Hearing on Final EIR	2-4+	Project Manager	2	Assumed to occur in Salinas.
Total	**34-45+**			

[1] Does not include preparation and travel time. The cost estimate assumes most meetings will be attended by two CONTRACTOR staff.
[2] Assumes review over a 24-month period.
[3] The cost of these meetings is captured under Task 8.5.

Deliverables

- Meeting agendas and notes, as needed

Task 8.3 – NOP/NOI and Public Scoping Meeting

CONTRACTOR will draft a Notice of Preparation (NOP) and Notice of Intent (NOI). The NOP/NOI will include a general description of the HCP, potential alternatives, and a preliminary list of issues to be addressed in the CEQA/NEPA documents. CONTRACTOR will submit the NOP to the County Clerk and provide a copy of the NOI to NMFS for submittal to the Federal Register. The NOI requires review and approval by NMFS prior to publication in the Federal Register. Because this process can take up to three months or more, CONTRACTOR will expedite review of the NOI through active coordination with NMFS staff and by addressing NMFS' comments in a timely manner.

As required under CEQA and NEPA, CONTRACTOR will hold two scoping meetings to solicit comments on the scope of the CEQA/NEPA, one in Salinas and one in the South County (location to be determined). Key staff from CONTRACTOR'S CEQA/NEPA team and CONTRACTOR'S HCP team will attend the scoping meetings and be available to answer questions regarding the CEQA/NEPA documents and HCP. CONTRACTOR will plan and facilitate these meetings with assistance from AGENCY, including preparation of the agenda, the PowerPoint presentation, and materials such as sign-in sheets, handouts, displays as needed, and comment cards. CONTRACTOR will provide minutes and documentation of the scoping meetings that summarize the issues raised by the public in an Environmental Scoping Memorandum.

Deliverables

- Draft and Final NOP and NOI
- Meeting planning, including facilities and equipment, agenda, and PowerPoint presentation
- Scoping meeting materials, including sign-in sheets, handouts, comment cards, and poster boards
- Environmental Scoping Memorandum

Task 8.4 – Data Gathering and Data Needs Assessment

CONTRACTOR's CEQA/NEPA technical team will review the available background materials to assess where data may be adequate or inadequate to support the CEQA/NEPA analysis. Based in part on the LTMP Data Gap Assessment (Task 3.2), CONTRACTOR will provide a memorandum describing data gaps, if any, relevant to the CEQA/NEPA analysis. The memorandum will list background materials provided, materials to be provided by AGENCY and NMFS or USFWS, and materials to be acquired from other sources.

Deliverables

- Memorandum describing any data gaps relevant to the CEQA/NEPA analysis

Task 8.5 – Prepare Draft Chapters of the CEQA/NEPA Documents

CONTRACTOR will prepare preliminary drafts of the CEQA/NEPA chapters described below. Preliminary draft CEQA/NEPA chapters will be submitted to AGENCY and NMFS for review prior to assembling the Administrative Draft document.

Chapter 1, *Purpose and Need*, will provide a brief overview of the HCP; the inventory area; the CEQA and NEPA lead agencies; the decisions to be made; and the uses of the CEQA/NEPA documents by AGENCY, NMFS, and the responsible, trustee, and cooperating agencies. This chapter will fulfill both the requirements of NEPA (i.e., explain the need for and the purpose of the Lead Agency action) and requirements of CEQA (i.e., Statement of Objectives, including the underlying purpose of the project).

Chapter 2 of the CEQA/NEPA documents will describe the Proposed Action/Project (approval and implementation of the proposed HCP), the No Action/No Project alternative, and up to two Action/Project alternatives.

Chapter 3, *Environmental Setting, Impacts, and Mitigation Measures*, will focus on the effects of implementation of the project alternatives on resources. Each resource section will begin with a description of the setting for each resource topic, which will provide the baseline for comparison of the impacts from the proposed project/action. Each resource section will include a concise description of the methodology used in the impact analysis and the standards used to determine whether an impact is significant. The standards of significance will be based on guidance from CEQA (including Appendix G of the CEQA Guidelines), NEPA (40 CFR 1508.27), Council on Environmental Quality regulations on implementing NEPA, and Department of Commerce and Department of Interior regulations on implementing NEPA. The methodology for development of mitigation measures will also be described. The impact analysis for each resource will assess the direct, indirect impacts (including beneficial and adverse) and cumulative impacts that will result from each alternative. The cumulative impacts analysis will consider reasonably foreseeable projects and planning efforts.

A preliminary list of resource topics anticipated to be addressed in the CEQA/NEPA documents include the following:

- Biological Resources
- Hydrology and Water Quality
- Agricultural Resources
- Cultural Resources
- Geology, Soils, and Mineral Resources. Recreation
- Public Services and Utilities
- Air Quality
- Greenhouse Gases (GHGs) and Climate Change
- Land Use Planning and Consistency
- Population and Housing

- Transportation
- Socioeconomics/Environmental Justice
- Noise and Vibration
- Aesthetics

In addition to the sections described above, the CEQA/NEPA documents will include the following additional introductory and conclusory sections:

Cover Sheet that includes lead agencies and CEQA responsible agency; the title of the document; the project location; name, address, and telephone number of each lead agency contact person; one paragraph abstract; and date comments must be received and information on where to submit them.
Executive Summary that will include the major conclusions of the CEQA/NEPA documents; a table summarizing the no-action and the action alternatives, including the impacts; mitigation measures presented in the document; a summary of issues raised by the public; areas of controversy, and issues to be resolved including the choice among alternatives.
Table of Contents that clearly depicts the structure of the document, including appendices.
Introduction that clearly directs the reader on how to find information in the document. The Introduction will provide a brief overview of the plan area, explain the roles of the CEQA and NEPA lead agencies and the legal authorities guiding each, and explain the relationship between the HCP and the CEQA/NEPA documents. This section will also describe the scope and intent of the CEQA/NEPA documents.
Cumulative impacts of the proposed action. Cumulative impacts will be assessed based on specific criteria for cumulative projects established at the outset of the analysis. The cumulative analysis will consider any major projects currently under review by AGENCY.
The CEQA/NEPA documents will also include a list of agencies and persons contacted, references, a list of preparers, acronyms and glossary, and technical appendices, as needed to support the CEQA/NEPA analysis.

Assumptions

- The cumulative impacts analysis will consider reasonably foreseeable projects and planning efforts.
- It will not be necessary to update data, fill data gaps, or improve mapping resolutions for biological resources addressed in the HCP as part of the CEQA/NEPA scope due to the thorough nature of the biological data collected to date.
- The water quality analysis will be based on existing data and information developed in support of the LTMP and HCP.
- CONTRACTOR cultural staff will not conduct any new field surveys, site identification, or historic properties evaluations to support the cultural resource analysis.
- All covered activities would be consistent with the County General Plan policies and would be subject to cultural resource mitigation measures such that the impacts would be adequately mitigated.
- Under CEQA, compliance with Assembly Bill 52, which requires consultation with California Native American tribes, would also be required. This scope of work assumes that AGENCY would conduct this consultation; however, CONTRACTOR will provide support to AGENCY by drafting consultation letters and responding to comments from the tribes.
- Air quality issues will be limited mostly to PM_{10} emissions from construction or operation and maintenance, and there will be no need for emissions modeling. Quantitative assessments for air quality and GHG emissions are not included.
- Traffic modeling will not be required for the scale of impacts associated with the HCP.
- Site reconnaissance and visual rendering or photo simulations will not be needed to perform the aesthetic analysis. CONTRACTOR assumes that existing photographic

documentation will be made available by others or collected remotely from existing sources.

Deliverables

- Preliminary draft of Chapter 1, *Purpose and Need*, of the CEQA/NEPA documents for review by AGENCY and NMFS
- Three meetings to formulate 2 action alternatives for analysis
- Preliminary draft of Chapter 2, *Proposed Plan and Alternatives*, of the CEQA/NEPA document by email for review by AGENCY and NMFS
- Preliminary draft of Chapter 3, *Environmental Setting, Impacts, and Mitigation Measures*, of the CEQA/NEPA documents for review by AGENCY and NMFS
- Preliminary drafts of the cover sheet, executive summary, table of contents, introduction, and cumulative impacts analysis of the CEQA/NEPA documents for review by AGENCY and NMFS

Task 8.6 – 1st Administrative Draft CEQA/NEPA Document

Following review of the CEQA/NEPA components described in 8.5 above, complete Administrative Draft CEQA/NEPA documents will be prepared and submitted to the lead agencies for review and comment. Preparation of the Administrative Draft will include a review of the document in its entirety for consistency of format, terminology, and approach.

Deliverables

- 1st Administrative Draft CEQA/NEPA documents, including the technical appendices

Task 8.7 – 2nd Administrative Draft CEQA/NEPA Document

CONTRACTOR will revise the 1st Administrative Draft CEQA/NEPA document to develop the 2nd Administrative Draft based on comments received.

Deliverables

- 2nd Administrative Draft CEQA/NEPA documents, including the technical appendices

Task 8.8 – Public Draft CEQA/NEPA Document

Following review and response to lead agency comments on the Administrative Draft CEQA/NEPA documents, Screencheck Draft CEQA/NEPA documents will be prepared and submitted to the lead agencies for review and comment.

Following review and response to lead agency comments on the Screencheck Draft, Public Draft CEQA/NEPA documents will be prepared and circulated for review.

CONTRACTOR will also prepare a Notice of Completion and Notice of Availability for publication by the CEQA and NEPA lead agencies, respectively. These documents will include information on the dates of the comment period, location of review copies, public meeting dates, and information on where to direct comments.

Deliverables

- Screencheck Draft CEQA/NEPA documents, including the technical appendices
- Draft Notice of Completion and Notice of Availability
- Public Draft CEQA/NEPA documents, including the technical appendices

Task 8.9 – Public Comment Meeting and Response to Comments

CONTRACTOR will organize, prepare for, and facilitate two public meetings on the Draft CEQA/NEPA documents, one in Salinas and one in South County. CONTRACTOR will also prepare

notices and meeting materials to support the public meetings and retain a professional videographer to record the meetings.

All comments received during the public review period for the Draft CEQA/NEPA documents will be logged and coded, and appropriate responses will be developed. Through the comment coding process, CONTRACTOR will identify specific comments that require input from CONTRACTOR's HCP team, AGENCY, or NMFS. Response to comments will be provided to the lead agencies for one round of review prior to being finalized. The response to comments will be included in the Final CEQA/NEPA documents.

Deliverables

- Two (2) public meetings on draft CEQA/NEPA documents
- Summary of comments received at public meetings in Word and PDF format
- Draft and Final Responses to Comments

Task 8.10 – Administrative Draft Final CEQA/NEPA

Following completion of the responses to public comments, CONTRACTOR will begin drafting CEQA/NEPA document text changes in response to comments. The Administrative Draft Final CEQA/NEPA documents will comprise:

- The complete Draft CEQA/NEPA documents, including technical appendices (as modified in response to comments received) with text changes shown in strike-out and underline
- A table of commenters, copies of the comment letters, and responses to individual comments (including master responses, if appropriate)
- The mitigation monitoring and reporting plan (MMRP)

Deliverables

- Administrative Draft Final CEQA/NEPA Documents

Task 8.11 – Prepare and Distribute Final CEQA/NEPA Documents

CONTRACTOR will revise the Administrative Draft Final CEQA/NEPA documents based on comments from AGENCY and NMFS and will prepare Screencheck Final CEQA/NEPA documents for final review by AGENCY and NMFS.

CONTRACTOR will revise the Screencheck Final documents based on comments from AGENCY and NMFS and prepare the Final CEQA/NEPA documents for distribution. CONTRACTOR will prepare the associated decision documents (see Task 8.12).

The Final CEQA/NEPA documents will be distributed by CONTRACTOR to all commenters on the Public Draft CEQA/NEPA documents and all those who have shown interest in receiving the final documents, including the affected agencies.

Deliverables

- Screencheck Final CEQA/NEPA documents
- Paper copies (including all appendices) of the Final CEQA/NEPA documents (number to be determined)
- PDF and Word Files of the Final CEQA/NEPA documents for AGENCY records

Task 8.12 – Prepare CEQA/NEPA Decision Documents and Approval Process Support

CONTRACTOR will assist AGENCY with preparation of CEQA decision documents, including Findings of Fact and Statement of Overriding Considerations, if necessary; the MMRP; and the Notice of Decision. CONTRACTOR will also assist NMFS and USFWS with their NEPA Records of Decision (RODs), including alternatives considered, environmental analysis, comments on the

CEQA/NEPA, and mitigation. It is assumed that NMFS and USFWS will publish their RODs in the Federal Register. Furthermore, CONTRACTOR will support AGENCY in preparation of materials for public hearings and Board of Supervisors meetings. CONTRACTOR is available to attend meetings upon request from AGENCY.

Deliverables

- Draft and final CEQA and NEPA decision documents

EXHIBIT B - REVISED (BUDGET)

Work Plan Task Number and Name	Identified Funding	Funding Mechanism to be Determined	Total Task Budget
Task 1– Program Management and Meetings			
Task 1.1– LTMP Project Management and Meetings	$ 95,217.56	$ -	$ 95,217.56
Task 1.2 - Strategic Planning and HCP Proj. Mgmt. and Meetings			
Subtask 1.2.1– Phase 2 (3/19 thru 2/22)	$ 96,971.47	$ -	$ 96,971.47
Subtask 1.2.2– FY19 Grant (3/22 thru 3/24)	$ 140,000.00	$ 28,000.00	$ 168,000.00
FY21 Grant PM and Meetings (4/24 thru 11/25)	$ -	$ 145,000.00	$ 145,000.00
Future PM and Meetings (12/25 - 06/28)	$ -	$ 197,000.00	$ 197,000.00
Task 1.3 - Grant Administration and Management	$ -	$ 30,000.00	$ 30,000.00
Task 2– Stakeholder Engagement and Participation			
Task 2.1 – Stakeholder Issue Asses./Refine Process	$ 13,866.92	$ -	$ 13,866.92
Task 2.2 – Establish and Facilitate TDC and SWG	$ 54,818.53	$ -	$ 54,818.53
Task 2.3 – Facilitate Stakeholder Planning Group	$ 40,460.93	$ -	$ 40,460.93
Task 2.4 – Design and Implement Public Outreach Program	$ 47,386.25	$ -	$ 47,386.25
Task 2.5 – HCP Training Workshops	$ 8,558.75	$ -	$ 8,558.75
Task 2.6– Continue Facilitating Working Groups	$ -	$ -	$ -
Task 2.7– Continue Facil. Stakeholder Planning Group	$ 552.34	$ -	$ 552.34
Task 2.8 – Public Outreach Program	$ 219,785.82	$ -	$ 219,785.82
Task 2.9– Support CEQA/NEPA Public Meetings	$ 12,500.00	$ -	$ 12,500.00
Task 3– Data Gathering and Strategic Planning			$ -
Task 3.1 – Internal Project Scoping Workshop	$ 26,066.60	$ -	$ 26,066.60
Task 3.2 – Data Gap Assessment	$ 25,766.25	$ -	$ 25,766.25
Task 3.3 – Priority Data Collection and Focused Studies	$ 7,883.95	$ -	$ 7,883.95
Task 3.4 – Initial Permitting Strategy	$ 6,176.25	$ 75,000.00	$ 81,176.25
Task 3.5– Confirm Permitting Approach	$ 1,266.90	$ -	$ 1,266.90
Task 3.6– Devel. Strategic Interim Monitoring Pgm.	$ 5,981.74	$ -	$ 5,981.74
Task 3.7– Lagoon Delineation	$ 17,413.46	$ -	$ 17,413.46
Task 3.8– Gabilan/Tembladero Watershed Assessment	$ 91,690.89	$ -	$ 91,690.89
Task 3.9– Least Bell's Vireo Surveys	$ 17,494.77	$ -	$ 17,494.77
Task 3.10– Steelhead Approach for Re-operation Protocols	$ 79,636.07	$ -	$ 79,636.07
Task 3.11– Groundwater Extraction	$ 135,000.00	$ 100,000.00	$ 235,000.00
Task 3.12– Steelhead Surveys	$ 48,000.00	$ -	$ 48,000.00
Task 3.13– Goby Surveys	$ 20,000.00	$ -	$ 20,000.00
Task 3.14– Steelhead Passage Criteria	$ 175,000.00	$ -	$ 175,000.00
Task 3.15– Dam & Reservoir Fish Passage Feasibility Study	$ 45,000.00	$ -	$ 45,000.00
Task 3.16– Habitat Assessments			
Subtask 3.16.1– Upper Watershed habitat assessment	$ 35,000.00	$ -	$ 35,000.00
Subtask 3.16.2– Rearing/spawning habitat assessment	$ -	$ 65,000.00	$ 65,000.00
Task 4– Hist./Baseline Cond. Assess. and HCP Framework			$ -
Task 4.1 – Historical and Baseline Conditions Assess. Report	$ 224,381.07	$ -	$ 224,381.07
Task 4.2– Covered Activities	$ 85,016.30	$ 20,000.00	$ 105,016.30
Task 4.3– Define Permit Area	$ 8,412.06	$ -	$ 8,412.06
Task 4.4– Define Permit Term	$ 2,802.11	$ -	$ 2,802.11
Task 4.5– Confirm Covered Species	$ 16,551.24	$ -	$ 16,551.24
Task 4.6– Devel. Species Accounts	$ 27,372.41	$ -	$ 27,372.41
Task 4.7– Devel. Species Habitat Distribution Models	$ 42,038.12	$ 50,000.00	$ 92,038.12
Task 4.8– Assess Impacts and Level of Take	$ 85,065.58	$ -	$ 85,065.58

Exhibit B - REVISED (BUDGET)

Work Plan Task Number and Name	Identified Funding	Funding Mechanism to be Determined	Total Task Budget
Task 4.9– Devel. Biological Goals and Objectives	$ 20,441.57	$ -	$ 20,441.57
Task 4.10– Develelop Conservation Strategy Framework	$ 41,288.99	$ -	$ 41,288.99
Task 4.11– Conservation Strategy and Alternatives			
Subtask 4.11.1– Cons. Strategy & Alternatives	$ 1,035.47	$ 25,000.00	$ 26,035.47
Subtask 4.11.2– Modeling Re-Operation Protocol	$ 390,000.00	$ -	$ 390,000.00
Task 4.12– T4 FY19 Sect 6 Devel. Cost and Funding Plan	$ 80,000.00	$ -	$ 80,000.00
Task 4.13– T4 FY19 Sect 6 Prepare Mon. & Adaptive Mgmt. Pgm.	$ 80,000.00	$ -	$ 80,000.00
Task 4.14– T4 FY19 Sect 6 Prepare Implementation Chapter	$ 60,000.00	$ -	$ 60,000.00
Task 5– Long-Term Salinas River Management Plan			
Task 5.1 – LTMP Annotated Outline	$ 7,975.00	$ -	$ 7,975.00
Task 5.2 – Administrative Draft LTMP	$ 164,922.58	$ -	$ 164,922.58
Task 5.3 – Public LTMP	$ 22,111.25	$ -	$ 22,111.25
Task 5.4– Review LTMP	$ -	$ -	$ -
Task 6– Other Tasks			$ -
Task 6.1 – Develop Grant Applications for HCP Planning	$ 1,363.75	$ -	$ 1,363.75
Task 6.2 – Revised Scope of Work for HCP and EIR/EIS	$ 442.50	$ -	$ 442.50
Task 6.3– Prepare Grant Apps. and Other Funding Opps.	$ 22,490.17	$ 20,000.00	$ 42,490.17
Task 6.4– Prepare Other Regulatory Documents	$ -	$ 100,000.00	$ 100,000.00
Task 7– Develop Habitat Conservation Plan			$ -
Task 7.1– Prepare 1st Administrative Draft HCP	$ 245,494.08	$ -	$ 245,494.08
Task 7.2– Prepare 2nd Administrative Draft HCP	$ 100,000.00	$ 400,000.00	$ 500,000.00
Task 7.3– Prepare Public Draft HCP	$ 100,000.00	$ 20,000.00	$ 120,000.00
Task 7.4– Prepare Response to Public Comments	$ 50,000.00	$ 50,000.00	$ 100,000.00
Task 7.5– Prepare Administrative Final HCP	$ -	$ 150,000.00	$ 150,000.00
Task 7.6– Prepare Final HCP	$ -	$ 50,000.00	$ 50,000.00
Task 7.7– Prepare Material to Support Federal Decisions	$ -	$ 20,000.00	$ 20,000.00
Task 7.8– MCWRA Lagoon & Sandbar Mgmt Low Effect HCP	$ 45,000.00	$ -	$ 45,000.00
Subtask 7.8.1– LE HCP Implementation assistance	$ -	$ 35,000.00	$ 35,000.00
Task 8– Develop CEQA/NEPA Documents			$ -
Task 8.1– T5.1 FY21 Sect 6 Develop CEQA/NEPA Strategy	$ 70,000.00	$ -	$ 70,000.00
Task 8.2- Project Management and Meetings	$ 120,000.00	$ -	$ 120,000.00
Task 8.3– NOP/NOI and Public Scoping Meeting	$ 45,000.00	$ -	$ 45,000.00
Task 8.4– Data Gathering and Data Needs Assessment	$ 35,000.00	$ -	$ 35,000.00
Task 8.5– Prepare Draft Chapters of the CEQA/NEPA Document	$ 155,000.00	$ -	$ 155,000.00
Task 8.6– Prepare 1st Administrative Draft CEQA/NEPA	$ 105,000.00	$ 95,000.00	$ 200,000.00
Task 8.7– Prepare 2nd Administrative Draft CEQA/NEPA	$ -	$ 150,000.00	$ 150,000.00
Task 8.8– Prepare Public Draft CEQA/NEPA	$ -	$ 80,000.00	$ 80,000.00
Task 8.9– Public Comment Meeting and Response to Comments	$ -	$ 150,000.00	$ 150,000.00
Task 8.10– Prepare Administrative Draft Final CEQA/NEPA	$ -	$ 60,000.00	$ 60,000.00
Task 8.11– Prepare and Distribute Final CEQA/NEPA	$ -	$ 40,000.00	$ 40,000.00
Task 8.12– Prepare CEQA/NEPA Decision Docs & Approval Support	$ -	$ 40,000.00	$ 40,000.00
ICF Direct Expenses*			
LTMP Direct Expenses	$ 3,352.52	$ -	$ 3,352.52
Phase 1 and 2 through to Public Review	$ 4,103.78	$ -	$ 4,103.78
Phase 3 Post Public Review	$ -	$ -	$ -
Contingency**			
LTMP	$ -	$ -	$ -
Phase 1 and 2 through to Public Review	$ -	$ 219,500.00	$ 219,500.00
Phase 3 Post Public Review	$ -	$ 65,850.00	$ 65,850.00
Total	**$ 3,929,156.00**	**$ 2,480,350.00**	**$ 6,409,506.00**

Exhibit B - REVISED (BUDGET)

Work Plan Task Number and Name	Identified Funding	Funding Mechanism to be Determined	Total Task Budget

** Subconsultant direct expenses are billed under the task in which they were incurred. For the remainder of work, ICF direct expenses will also be billed to the task in which they were incurred.*

***A total of $57,066 in contingency funds were authorized for the LTMP and Phase 1 and 2 through February 2022 and were allocated to task budgets as needed.*

****Amendment 2 Increases the total agreemnt amount by $3,280,530 to $6,409,506. A total of $3,929,156 grant funding and Agency matching funds have been identified. Agency staff will pursue future grant opportunities to fill the estimated funding gap of $2,480,350 to reach project completion.*

Summary of Cost by Funding Source			
Monterey County Water Resources Agency	$ 443,405.34	$ 55,000.00	$ 498,405.34
CA State Coastal Conservancy	$ 750,750.66	$ -	$ 750,750.66
DWR Integrated Regional Water Mgmt.	$ 735,000.00	$ -	$ 735,000.00
USFWS Coop. Endangered Species Cons. Fund FY19	$ 1,000,000.00	$ -	$ 1,000,000.00
USFWS Coop. Endangered Species Cons. Fund FY21	$ 1,000,000.00	$ -	$ 1,000,000.00
New Funding Needed (source to be ID'd)		$ 2,425,350.00	$ 2,425,350.00
Total***	**$ 3,929,156.00**	**$ 2,480,350.00**	**$ 6,409,506.00**

EXHIBIT B - REVISED (BUDGET) LABOR RATES

ICF Labor Category	Hourly Rate
Sr. Project Director	$320
Project Director	$280
Technical Director	$255
Sr. Technical Analyst	$235
Managing Consultant	$220
Sr. Consultant III	$200
Sr. Consultant II	$180
Sr. Consultant I	$165
Associate Consultant III	$155
Associate Consultant II	$140
Associate Consultant I	$130
Assistant Consultant	$120
GIS	$150
Graphics	$140
Editor	$130
Publications Specialist	$120
CBI Labor Category	
Sr. Facilitator	$220
Associate Facilitator	$120
Administrative Specialist	$60

Other Direct Expenses
Automobile mileage will be billed at the then-current IRS rate.
A general and administrative charge of 5% will be applied to all other direct costs, excluding subcontractor charges which will have an administrative charge of 2%.
For overnight travel, ICF will follow the per diem guidelines of the County of Monterey.

AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND ICF JONES & STOKES, INC

THIS AMENDMENT NO. 3 is made to the PROFESSIONAL SERVICES AGREEMENT ("Agreement") for the provision of providing services for the development of a long-term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements by and between **ICF Jones & Stokes, Inc.,** hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, CONTRACTOR entered into the Agreement with the Agency on April 3, 2018; Amendment No. 1 on May 6, 2021, and Amendment No. 2 on July 12, 2023; and

WHEREAS, the Parties wish to amend the Agreement by making the following changes: updating the vendor name to ICF Environmental, and extending the term to June 30, 2029; to continue providing services identified in the Agreement; and

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. Amend "This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and **ICF Jones & Stokes Inc**., a corporation, 75 East Santa Clara Street, Suite 300 San Jose CA, hereinafter called "CONTRACTOR"."

   To read as follows:
   This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and **ICF Environmental**, a corporation, hereinafter called "CONTRACTOR"."

2. Amend Section 2, **"Term of Agreement,"** to read as follows:

   The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on ***June 30, 2029,*** unless earlier terminated as provided herein.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this AMENDMENT No. 3 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 3 on the day and year written below.

MONTEREY COUNTY WATER RESOURCES AGENCY

General Manager

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Assistant County Counsel

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Printed Name and Title

Dated:

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

*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.

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

BOARD ORDER No. **26-024**

APPROVE AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES WITH ICF JONES & STOKES, INC TO INCLUDE THEIR RECENT NAME CHANGE TO ICF ENVIRONMENTAL) EXTEND THE TERM OF THE AGREEMENT FOR THREE YEARS TO JUNE 30, 2029; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 3.

Upon motion of _____, seconded by _____, and carried out by those members present, the Board of Directors hereby:

1. Approve Amendment No. 3 to the agreement for services with ICF Jones & Stokes Inc, to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and

2. Authorize the General Manger to execute Amendment No. 3.

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

County of Monterey

Board Report

Legistar File Number: WRAG 26-204

Item No.5

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

June 15, 2026

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and authorize the General Manager to execute Amendment No. 1.

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

Approve Amendment No. 1 to the Agreement for Services Don Chapin Company, for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:
On February 9th 2026, the Agency entered into an Agreement for Services for excavation and underground repair work for CSIP pipeline and equipment. The contract was setup for as-needed and emergency repairs as directed by agency staff. The first tasks included repairing 3 broken isolation valves, consisting of two turnouts and a pipeline blowoff. Once these items were repaired, additional valves in the system were discovered to have also been broken or hit by farming equipment in the field. The contractor completed those repairs and unburied various equipment items that have been covered over the years. Within 4 months, Don Chapin completed work that utilized all the contract amount of $100,000.

Amendment No.1 will add additional funding of $250,000 to allow continued work to progress and have Don Chapin remain on-call for as-needed rapid response and emergency repairs. The term of the agreement will be extended by six months to July 1st 2028, so any work can be completed through the fiscal year.

Funding for this amendment is allocated in Fund 131 under General Repairs and Maintenance for this fiscal year and fiscal year 27.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
Funds from Agency Fund 131- CSIP General Repairs and Maintenance

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

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

Attachments:
1. Original Agreement
2. Amendment No. 1

Introduced: 6/4/2026 **Current Status:** Draft

Version: 1 **Matter Type:** WR General Agenda

Approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and authorize the General Manager to execute Amendment No. 1.

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

Approve Amendment No. 1 to the Agreement for Services Don Chapin Company, for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:
On February 9th 2026, the Agency entered into an Agreement for Services for excavation and underground repair work for CSIP pipeline and equipment. The contract was setup for as-needed and emergency repairs as directed by agency staff. The first tasks included repairing 3 broken isolation valves, consisting of two turnouts and a pipeline blowoff. Once these items were repaired, additional valves in the system were discovered to have also been broken or hit by farming equipment in the field. The contractor completed those repairs and unburied various equipment items that have been covered over the years. Within 4 months, Don Chapin completed work that utilized all the contract amount of $100,000.

Amendment No.1 will add additional funding of $250,000 to allow continued work to progress and have Don Chapin remain on-call for as-needed rapid response and emergency repairs. The term of the agreement will be extended by six months to July 1st 2028, so any work can be completed through the fiscal year.

Funding for this amendment is allocated in Fund 131 under General Repairs and Maintenance for this fiscal year and fiscal year 27.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
Funds from Agency Fund 131- CSIP General Repairs and Maintenance

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

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

Attachments:
1. Original Agreement
2. Amendment No. 1

Docusign Envelope ID: 10DAF17F-CB45-4C2E-99F9-05DCBF054844

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co, Inc., a California Corporation hereinafter called "CONTRACTOR".

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:

   Provide excavation services, valve repairs and other services, as directed by Agency Staff, by providing labor, equipment and supplies for maintenance and repairs in CSIP and other Agency Facilities.

   (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 begin on February 9th, 2026, by CONTRACTOR and Agency, and will terminate on December 31st, 2027, unless earlier terminated as provided herein.

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3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred thousand dollars, ($100,000).

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 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. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their 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 the CONTRACTOR's

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performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6. Insurance.

6.1 Evidence of Coverage:
Prior to commencement of this Agreement, the 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, 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 such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:
All coverage's, 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 County's Purchasing Manager.

6.3 Insurance Coverage Requirements:
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:

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this 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 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their 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 County 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***

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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.***

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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 this Agreement, which shall continue in full force and effect.

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 Agency's Contract Administrator. 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 this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. 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.

8. 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.

9. 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 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

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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.

10. 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.

11. 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.

12. 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.

13. 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 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.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic

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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.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. 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.

17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

18. 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.

19. 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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20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

21. 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.

22. 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.

23. 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.

24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

25. 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.

26. 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.

27. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:

Caroline Chapin

Agency's designated administrator of this Agreement shall be:

Pete Vannerus

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28. 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 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: Pete Vannerus	Name: The Don Chapin Company, Inc: Attn
Address: 1441 Schilling Place- North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road, Salinas, CA 93907
Telephone: 831-755-4860	Telephone: 831-449-4273
Fax:	Fax:
E-Mail: VannerusP@countyofmonterey.gov	E-Mail: Cchapin@donchapin.com

29. 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.

30. 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.

31. 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.

32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

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

33. 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 SERVICES

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

DocuSigned by:
BY: Ara Azhderian
1F182FFB49A2435...
Ara Azhderian
General Manager

Date: 2/13/2026 | 8:35 AM PST

CONTRACTOR:

BY:

Type Name: Caroline D. Chapin

Title: EVP - Chief Operating Officer1

Date: Feb 9, 2026

BY:

Type Name: Rosalinda Pollock

Title: Corporate Secretary

Date: 2/10/2026

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* 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.

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

Signed by:
Kelly L. Donlon
22D690CA05A940B...

Chief Assistant County Counsel

Dated: 2/12/2026 | 2:05 PM PST

Approved as to fiscal provisions:

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 2/13/2026 | 8:22 AM PST

_____

County Counsel – Risk Manager:

Dated: _____

DocuSigned by:
Patricia Ruiz
E79EE64E57454E6...

Auditor-Controller [2]:

Dated: 2/12/2026 | 3:37 PM PST

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

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EXHIBIT A
Scope of Work

The Services provided under this agreement shall include, but are not limited to, excavation work to repair multiple broken isolation valves in the CSIP Service area. Additional work at other Water Resources Agency Facilities shall be included. Equipment, labor and material to complete critical maintenance and repair tasks for continued operations will be rendered, as directed by Agency Staff. The work shall be performed under a time and material compensation basis to expedite repairs and allow minimal disruptions in operations.

For the immediate excavation project:

- At each site- Excavate down to the marked isolation valve actuator. The sites are all approximately 6-8ft deep from the surface to the valve. Due to buried infrastructure at the site, careful excavation is needed. (2" air release line runs parallel to turnout line).
- Install shoring to stabilize the hole for repair work of the Isolation valve actuator.
- After the repair of the broken actuator has been completed, shoring may be removed.
- Around the valve and actuator, install clean and filtered sand (utility trench sand or similar) to compact and achieve a minimum of 95% compaction. Lifts of 16" required.
- Sand compaction only needs a 3ft radius from the centerline of the isolation valve. The remaining area may be backfilled with native soil from the excavation
- The actuator key may need to be extended to bring the box and keyway up to the grade level.* (2" square tube and 6" or 8" PVC tube)
- The concrete Cristy ring where the key is may need a 6" tapered concrete addition to the ring. The key would be slightly elevated at the end of the project to avoid being covered.
- Three bollards per site shall be installed at each site for the protection of the equipment. Orientation is decided per site and on-site to determine the best location. 3ft depth, 12" diameter hole, 4" bollard galvanized with cement internally filled, and a mortar domed cap. 3ft height minimum from ground level.
- Excess excavation material can be spread and compacted around each site.

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EXHIBIT B
Fee Schedule

- Labor Rates shall be in accordance with general prevailing wage rates.
- Equipment Rates shall be in accordance with current Cal-trans equipment rental rates.
- Materials are to be provided on a cost basis plus acceptable mark up (current mark up rates per Cal-trans).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2025

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0L72977 1-831-724-3841 McSherry & Hudson 35 Penny Lane, Suite 6 P. O. Box 2690 Watsonville, CA 95076 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED THE DON CHAPIN COMPANY INC. 560 CRAZY HORSE CANYON ROAD SALINAS, CA 93907 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ZURICH AMERICAN INS CO — 16535 INSURER B : STARR IND & LIAB CO — 38318 INSURER C : PACIFIC INS CO LTD — 10046 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 752345218 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	GLO 9674277-15	10/01/25	10/01/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Contractual	X	X	BAP 9674279-15	10/01/25	10/01/26	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1000584666251	10/01/25	10/01/26	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 9674280-17	10/01/25	10/01/26	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Professional			13 CPI GF0051	10/01/25	10/01/26	Each Occ./Aggregat Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SERVICES TO BE PROVIDED BY CONTRACTOR WILL INCLUDE, BUT NOT BE LIMITED TO, EQUIPMENT, MATERIAL AND LABOR FOR MAINTENANCE AND REPAIRS TO WATER RESOURCE AGENCY FACILITES DURING AND AFTER STORM EVENTS AS DIRECTED BY WRA PERSONNEL MONTEREY COUNTY WATER RESOURCES AGENCY, AND THE COUNTY OF MONTEREY, THEIR OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENTS. GL PER ISO FORM CG0001 04/13; AL PER ISO FORM CA0001 10/13

CERTIFICATE HOLDER

MONTEREY COUNTY WATER RESOURCES AGENCY
CHARLES LINGENFELTER

1441 SCHILLING PLACE, NORTH BUILDING

SALINAS, CA 93901 USA

CANCELLATION

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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/30/2025

NAME OF INSURED: THE DON CHAPIN COMPANY INC.

SUPP (10/00)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **GLO9674277-15**	Effective Date: **10/01/2025**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: **GLO9674277-15**

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. 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 reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: **GLO9674277-15**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **GLO 9674277-15**	Effective Date: **10/01/2025**

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	15*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **BAP 9674279-15**	Effective Date: **10/01/2025**

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9674279-15	10/01/2025	10/01/2026	10/01/2025	71235000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATION THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.	ALL CA OPERATIONS

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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 **10/01/2025** Policy No. **WC9674280-17** Endorsement No.
Insured**: Per Schedule on File** Premium $

Insurance Company:
Zurich American Insurance Company

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AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
DON CHAPIN COMPANY, INC.

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Don Chapin Company, 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 February 9, 2026 (hereinafter, "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement with a term extension to July 1, 2028, and a dollar increase of $250,000.00 for a total contract amount not to exceed $350,000.00; and

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

1. Amend Section 2, **"Term of Agreement"** to read as follows:

   Term of Agreement. The term of this Agreement shall begin on **February 9, 2026,** by CONTRACTOR and Agency, and will terminate on **July 1, 2028**, unless earlier terminated as provided herein.

2. Amend Section 3, **"Payments to CONTRACTOR; maximum liability"** to read as follows:

   Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACOTR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Three Hundred Fifty thousand dollars no cents ($350,000.00).**

Original	$100,000
Amendment No. 1	$250,000
Total	$350,000

2. All other terms and conditions of the Agreement remain unchanged and in full force.

3. This Amendment No. 1 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. 1 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____
Ara Azhderian
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: _____

CONTRACTOR: Don Chapin Co. Inc.

By:_____

_____
Printed Name/Title

Date: _____

By: _____

_____
Printed Name/Title

Date: _____

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

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

BOARD ORDER No. **26-025**

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES WITH THE DON CHAPIN COMPANY, INC., FOR AS NEEDED AND EMERGENCY CSIP PIPELINE AND EQUIPMENT REPAIRS, TO EXTEND THE TERM LENGTH TO JULY 1ST 2028, TO ADD A DOLLAR INCREASE OF $250,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $350,000; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1.)

Upon motion of _____, seconded by _____, and carried out by those members present, the Board of Directors hereby:

1. Approve Amendment No. 1 to the agreement for services with The Don Chapin Company, Inc., for as needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 20028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and

2. Authorize the General Manger to execute the amendment.

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,180,147; and approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($236,029) of the original agreement, for a total contract amount not to exceed amount of $1,416,176.

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

a. Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,180,147; and
b. Approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($236,029) of the original agreement, for a total contract amount not to exceed amount of $1,416,176.

SUMMARY/DISCUSSION:
The San Antonio Reservoir currently does not have a boat barrier buoy and/or a debris boom system installed. Unauthorized public access to the upstream dam face has occurred by reservoir boaters and should be restricted to authorized personnel only. Additionally, the buoy line will serve as a debris barrier to keep debris safely away from critical dam and intake infrastructure.

This project would include the anchorage design, procurement of materials, and installation of a boat barrier buoy line on the reservoir surface in front of these dam facilities (approximately 1,700’ long). The boat barrier line would be anchored to both sides of the reservoir bottom and only allow Agency staff through an access gate to reach the dam face. High visibility design and signage will utilized for boater and Agency staff safety.

A Tuffboom Boat Barrier buoy line was installed at Nacimiento Reservoir in 2009, supplied by Worthington Inc. The decision to utilize a similar product at San Antonio Reservoir is ideal for product uniformity and staff familiarization. A task of this scope of work is for maintenance, parts, and installation of items for the existing buoy line at Nacimiento Reservoir.

OTHER AGENCY INVOLVEMENT:
California Department of Water Resources Division of Safety of Dams will need to approve the Tuffboom boat barrier buoy anchor design for San Antonio prior to design finalization and installation.

FINANCING:
The engineering design of the Tuffboom boat barrier buoy line and anchors for San Antonio Reservoir is $50,048. Upon engineering design completion, a more defined cost will be received. The cost of design, procurement, and installation of the Tuffboom Boat barrier buoy for San Antonio Reservoir is estimated at $1,080,099. Replacement parts and maintenance for Nacimiento Reservoir are estimated at $50,000. A contingency for streamlined design to construction continuation and contract change orders is set to 20% ($236,029). The total contract amount shall not exceed $1,416,176. See attachment for a summary of item costs discussed in this report.

The project will be funded by Grant Agreement No. 4600015764, SB104. The total amount needed for this agreement is included in the FY2026-2027 adopted budget.

Prepared by: Elise Harden, Senior Water Resources Engineer, (831) 788-3216
Approved by: Ara Azhderian, General Manager, (831) 755-8982

Attachment:
1. Attachment 1 Summary Costs
2. Exhibit A Worthington Inc. Estimate

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,180,147; and approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($236,029) of the original agreement, for a total contract amount not to exceed amount of $1,416,176.

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

a. Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,180,147; and
b. Approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($236,029) of the original agreement, for a total contract amount not to exceed amount of $1,416,176.

SUMMARY/DISCUSSION:
The San Antonio Reservoir currently does not have a boat barrier buoy and/or a debris boom system installed. Unauthorized public access to the upstream dam face has occurred by reservoir boaters and should be restricted to authorized personnel only. Additionally, the buoy line will serve as a debris barrier to keep debris safely away from critical dam and intake infrastructure.

This project would include the anchorage design, procurement of materials, and installation of a boat barrier buoy line on the reservoir surface in front of these dam facilities (approximately 1,700’ long). The boat barrier line would be anchored to both sides of the reservoir bottom and only allow Agency staff through an access gate to reach the dam face. High visibility design and signage will utilized for boater and Agency staff safety.

A Tuffboom Boat Barrier buoy line was installed at Nacimiento Reservoir in 2009, supplied by Worthington Inc. The decision to utilize a similar product at San Antonio Reservoir is ideal for product uniformity and staff familiarization. A task of this scope of work is for maintenance, parts, and installation of items for the existing buoy line at Nacimiento Reservoir.

OTHER AGENCY INVOLVEMENT:
California Department of Water Resources Division of Safety of Dams will need to approve the Tuffboom boat barrier buoy anchor design for San Antonio prior to design finalization and installation.

FINANCING:
The engineering design of the Tuffboom boat barrier buoy line and anchors for San Antonio Reservoir is $50,048. Upon engineering design completion, a more defined cost will be received. The cost of design, procurement, and installation of the Tuffboom Boat barrier buoy for San Antonio Reservoir is estimated at $1,080,099. Replacement parts and maintenance for Nacimiento Reservoir are estimated at $50,000. A contingency for streamlined design to construction continuation and contract change orders is set to 20% ($236,029). The total contract amount shall not exceed $1,416,176. See attachment for a summary of item costs discussed in this report.

The project will be funded by Grant Agreement No. 4600015764, SB104. The total amount needed for this agreement is included in the FY2026-2027 adopted budget.

Prepared by: Elise Harden, Senior Water Resources Engineer, (831) 788-3216
Approved by: Ara Azhderian, General Manager, (831) 755-8982

Attachment:
1. Attachment 1 Summary Costs
2. Exhibit A Worthington Inc. Estimate

San Antonio Engineering anchor design	$50,048
San Antonio Estimated materials and installation	$1,080,099
Nacimiento Additional Parts	$50,000
Subtotal	**$ 1,180,147**
Contingency (20%)	$236,029
Total contract not to exceed	**$ 1,416,176**

San Antonio Reservoir - TUFFBOOM barrier

Monterey County Water Resources Agency
1441 Schilling Place
Salinas, California (US) 93901
United States

Elise Harden
hardene@countyofmonterey.gov

Unnati Desai
desaiu@countyofmonterey.gov
+18317883451

Reference: 20260211-070915355
Quote created: February 11, 2026
Quote expires: July 10, 2026
Quote created by: Val Gardner
Business Development
vgardner@tuffboom.com
+13304527400 ext 1

Comments from Val Gardner

This is a budgetary quote. We are happy to modify or update the quote as needed.

Products & Services

Item & Description	Quantity	Unit Price	Total
TUFFBOOM Waterway Barrier - Yellow TUFFBOOM, Waterway Barrier, Standard, Self-Rescue Handholds, Graphics: "DAM AHEAD KEEP OUT". Supplied complete with bottom connection plates and interboom connection chain. Color: YELLOW	158	$1,065.00	$168,270.00
MIG Graphics - DAM AHEAD KEEP OUT Standard Stock MIG Graphics	174	$49.28	$8,574.72
Mooring Buoy - BoatBuster Inline Mooring Buoy - Yellow Inline Mooring Buoy, Yellow, Graphics "DAM AHEAD KEEP OUT", in-cludes lug plates. Supplied fully assembled.	16	$3,619.00	$57,904.00

Item & Description	Quantity	Unit Price	Total
Mooring Buoy - BoatBuster Multiline Mooring Buoy - Yellow Multiline Mooring Buoy, Yellow, Graphics "DAM AHEAD KEEP OUT", includes lug plates. Supplied fully assembled.	1	$3,703.00	$3,703.00
Anchor Buoy - BoatBuster 36x48: to carry the weight of the anchor line for the one mid-span anchor line. BoatBuster Waterway Barrier, Yellow, No Graphics, Internal Axle to fit 1" connection chain	1	$2,338.60	$2,338.60
Solar Lights - 1 nautical mile, to be placed on top of BoatBuster Mooring Buoys. Includes mounting hardware.	16	$432.00	$6,912.00
Connection for mid-span anchor: wire rope, chain, shackles. Single line wire rope branching out to 4 concrete in-water anchor blocks like designed for Lake Nacimiento.	1	$14,624.00	$14,624.00
Chain - 1" GR80 Galv. 1" diameter, Grade 80, galvanized dock fender chain. Unit of measure: per foot.	120	$35.00	$4,200.00
Anchor Shackle - 1-1/4" 1-1/4" Anchor Shackle, Bolt Type, HDG, WLL 12t	12	$65.60	$787.20
Span cable to run below TUFFBOOM and offer redundancy and additional strength. 475 foot long span. Includes 1" diameter wire rope, 3-links of chain, wire rope clips and shackles.	2	$7,872.00	$15,744.00
Span cable to run below TUFFBOOM and offer redundancy and additional strength. 425 foot long span. Includes 1" diameter wire rope, 3-links of chain, wire rope clips and shackles.	2	$7,360.00	$14,720.00
Boat Gate with 60-foot wide gate opening (like the gate at Lake Nacimiento). Include Graphics - DAM AHEAD KEEP OUT on reservoir side floats and on the gate opening floats	1	$29,634.24	$29,634.24
Engineering/Design Tier 3 Engineering with anchor design and load calculations. Engineering/Design Services including 60%, 90% and IFC drawings stamped by a California P.Eng.	1	$50,048.00	$50,048.00

Item & Description	Quantity	Unit Price	Total
Installation of TUFFBOOM floating barrier with boat gate. Includes the concrete shoreline anchors and in-water anchors. Installation includes the following scope of work: Placing up to 55,000-lbs in-water anchor by barge and crane.	1	$733,487.00	$733,487.00
Shipping to San Antonio Dam (Bradley CA) Shipping & Handling Charges (Estimated Freight Only. Subject to rates in effect at time of shipment) Includes 1 full flatbed, 1 full van truck and ½ flatbed.	1	$19,200.00	$19,200.00

One-time subtotal	$1,130,146.76
Total	**$1,130,146.76**

Purchase terms

Payment Terms: Net 30 Days

Price Volatility: Global uncertainties are affecting our material costs and shipping costs. Before placing any order, please verify current
prices. We are happy to provide updated quotes.

Shipping & Handling Charges: Freight charges are estimated based on rates and fuel surcharges in effect at the time of quotation and are valid for 20 days. Actual freight charges will be based on rates in effect at the time of shipment. Worthington will prepay and invoice freight at cost, and acceptance of this quotation constitutes acceptance of these terms.

Questions? Contact me



Val Gardner
Business Development
vgardner@tuffboom.com
+13304527400 ext 1

Worthington Products, Inc.
1520 Wood Ave. SE
East Canton, OH 44730
United States

Terms and Conditions of Sale (Rev 202404)

1. ACCEPTANCE/GOVERNING TERMS: Unless otherwise specifically agreed in writing, the following terms and conditions of sale ("Terms") shall apply to any sale of products and/ or services (as defined below) (collectively, "Deliverables") by Worthington Products, Inc. ("WPI") specified either on Quotation from WPI to Purchase (a "Quotation") or an order (whether written or oral) by Purchaser to WPI (an "Order") that was based on a Quotation and that has been accepted by WPI. An Order may be accepted by WPI only by a written sales memorandum, invoice or other written confirmation from WPI promising to provide Purchaser Deliverables as ordered and such acceptance may be subject to the approval by WPI of the creditworthiness Purchaser. Unless otherwise stated, Quotations shall be null and void unless accepted by Purchase within 30 days from the date of the Quotation. Purchaser shall be deemed to have full knowledge of the terms and such Terms shall be binding if either the Purchaser provides written acceptance to WPI or Deliverables referred to herein as delivered to and accepted by the Purchaser. A Quotation accepted by the Purchaser or an Order accepted by WPI, together with these Terms and all Specifications (as defined below) shall constitute the Agreement between WPI and the Purchaser (the "Agreement"). Any additional or different terms and conditions prepared by Purchaser are deemed to be unacceptable to WPI (are expressly objected to and rejected by WPI and shall not become a part to this Agreement. In the event of a conflict or inconsistency between the Terms herein and the terms and conditions contained in any acknowledgement or in any other form issued by Purchaser whether or not any such form has been acknowledge or accepted by WPI the Terms herein shall prevail unless specifically indicated in writing.
2. INTERPRETATION: In this Agreement: "Products" means all products, goods, supplies, components, material, articles, systems, processes, and/or equipment to be provided by WPI to Purchaser pursuant to this Agreement: "Services" means all services, labour, work, welding, fusion, joining and/or applications of any kind to be provided by WPI to Purchaser pursuant to this Agreement and "Specifications" means any and all specifications and instructions and plans for the products and/or services whether provided by Purchaser or WPI pursuant to this Agreement including any document providing the scope and/or design of such Products and/or Services, all functional, technical, operational, performance, quality and similar requirements, drawings, schematics, illustrations, Products and/or Service descriptions and any other data relating to the provision of Products and/or Services.
3. PAYMENTS: Payment for Deliverables provided within the United States and Canada shall be made in full by the Purchaser within thirty continuous days from the invoice date unless otherwise stated in writing on a quotation or proposal issued by WPI. Payment for Deliverables provided to all other destinations shall be made by confirmed irrevocable letter of credit. All amounts due and not paid when due bear interest until fully paid on such overdue amounts at a rate of 1.5 % per month (18% annum). All references to currency herein are to lawful money of Canada and all amounts payable are payable in Canadian dollars for Canadian customer quotations and to lawful money of the United States of America and all amounts are payable in United States dollars for all other customers. If Purchaser fails to make payments in accordance to this Agreement or Purchasers financial situation becomes unsatisfactory at the sole discretion of WPI, WPI may in its sole discretion either suspend the provision of Deliverables until such payments are made, terminate this Agreement or if applicable require payment in advance for any Deliverables to be provided hereunder.
4. SHIPPING/ PRICES: Unless otherwise stated in the Quotation, quoted prices are subject to change by WPI with or without notice until Purchaser's acceptance unless otherwise specified prices stated or quoted to the Purchaser are Ex Works (Incoterms 2010) - WPI's production plant. All costs of shipment and insurance shall, unless agreed otherwise in writing, be for the account of the Purchaser. Unless otherwise agreed, Purchaser shall contract for carriage on usual terms or shall provide shipping instruction to WPI for WPI to arrange for such carriage at Purchasers risk and expense. Purchaser must obtain at its own risk and expense any export license or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the Deliverables. WPI shall provide the Purchaser, at the Purchaser's request, risk and expense assistance in doing so. WPI responsibility for Deliverables ceases upon delivery to the Purchaser at the production plant. In the event of loss or damage during shipment, Purchaser's claim shall be against the carry only. WPI shall, however, give the Purchaser any reasonable assistance to secure adjustment to the Purchaser's claim against the carry provided immediate notice of such claim is given Purchaser to WPI.
5. SALES TAX AND LOCAL IMPORT DUTIES: Prices stated or quoted do not include Federal, provincial, state or municipal sales taxes, value-added taxes or other taxes or duties. Where appropriate, WPI's invoices shall include taxes to be collected by WPI, including goods and services tax. Any changes in such taxes between the date of this Agreement and the provision of the relevant Deliverables shall be for Purchaser's account.
6. DELIVERY: Delivery schedules are approximate and are based on the prevailing market conditions applicable respectively at the time of the Quotation and WPI's acceptance of an Order. WPI may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. If the parties, instead of specifying a date for delivery of the Deliverables have specified a period of time on the expiry of which such delivery shall take place, such period shall began upon the later of (i) the acceptance of the relevant Order by WPI or (ii) the receipt by WPI in satisfactory form of all advanced payments as may be required, an agreed securities, all permits and approvals and upon the completion of all other formalities and the fulfillment of any other preconditions set out therein. If Purchaser fails to accept delivery of any Deliverables within 30 days as the time of agreed, Purchaser shall still pay the purchase price as if such acceptance had taken place unless the parties agree upon a new delivery date. WPI will store and insure any such Deliverables at Purchaser's expense and risk. Unless the Purchaser accepts the Deliverables within a final reasonable period determined by WPI, WPI may terminate this Agreement in whole or in part or sell the Deliverables in the reasonable interest of the Purchaser. After thirty (30) days, a storage charge of fifty dollars ($50) or two-tenths percent (0.2%) of the invoice amount, whichever is greater, may be imposed for each day of a Buyer imposed shipment delay. Buyer imposed shipment delays due to inclement weather or poor jobsite conditions will not be accepted. Further WPI shall be entitled to compensation for any additional costs for losses suffered by WPI due to such Purchaser's failure.
7. DELAY IN DELIVERY: WPI shall forthwith advise Purchaser of any anticipated delays in the provision of the Deliverables. WPI shall not be liable or responsible for any damages, costs, back charges or other expenses incurred by Purchaser due to delay in the provision of Deliverables regardless of the cause of such delay (including equipment failure or malfunction or other commercial delays), whether or not such delay can be attributed to WPI.
8. PERMITS: Purchaser undertakes to obtain, all its own expense, all permits, approvals, consents, waivers, licenses, certificates, and authorizations, or any item of similar effect, as may be necessary or required for the full performance of this Agreement.
9. SECURITY AND RETENTION OF TITLE: If the parties have agreed that security shall be provided by Purchaser under his Agreement, this Agreement shall not become effective and WPI shall not commence any work, production or delivery until such security is provided to the reasonable satisfaction of WPI. WPI and its sole discretion may require Purchaser to placed security for the payment of the purchase price if WPI has reason to believe that Purchaser may not be able to pay the purchase price in full when due. WPI has the right to suspend the performance of its obligations under this Agreement if the payment owing by the Purchaser to WPI is overdue (whether pursuant to this Agreement or otherwise) or if Purchaser does not provide security acceptable to WPI when required. Title of the Deliverables shall remain with WPI until paid for in full by Purchaser to the extent that such retention of title is valid under applicable law. Risk of loss and/or damage to Deliverables shall pass from WPI to Purchaser upon transfer and receipt (whether to accepted or not) of Deliverables as provided herein.
10. CANCELLATION: This Agreement is not subject to changes for cancellation by Purchaser, in whole or in part, without prior written consent of WPI. If WPI consents in writing to any changes or cancellation, or if this Agreement is terminated by WPI as a result of the repudiation or breach of any of the terms of this Agreement by Purchaser, WPI reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments by WPI.
11. SHIPPING ERRORS: Any error in weight, number or other specifications must be noted on the bill of lading and Purchaser shall notify WPI of any claims arising there from in writing within 10 days after receipt by Purchaser of Deliverables. Unless so notified, WPI shall have no liability in respect to any of such error.
12. RETURNED PRODUCTS: No products may be returned to WPI without WPI's prior written consent. WPI reserves the right to decline or accept all returns subject to a handling/restocking charge. The amount of credit, if any, provided by WPI to Purchaser for returned products, shall be at the sole discretion of WPI. Credit for return Products shall be issued to Purchaser only where such Products are returned by Purchaser and not by any subsequent owner.
13. ACCEPTANCE TEST: Acceptance tests may be carried out only if agreed to in writing by the parties and WPI reserves the right to appoint an independent testing authority if such tests are conducted. If for some reasons beyond WPI's control, the acceptance tests cannot be carried out within the specified time by the parties, the qualities to be determined in the test shall be deemed approved and the Deliverables accepted.
14. JOBSITE AND ACCESS: Purchaser grants to WPI and to such persons or entities as WPI may reasonably designate in connection with the provisions of the deliverables hereunder, full right of access to the job site of the Purchaser as may be necessary for the provision of the Deliverables hereunder subject only to reasonable security restrictions as Purchaser may require and that should be notified in advance to WPI.
15. VEHICLE ACCESS: Where delivery to the job site is included in the price payable by the Purchaser under this Agreement, such delivery should be construed to mean motor truck delivery as close to job site, designated storage area as is practical for loaded standard highway motor trucks and trailers operating under their own power. The Purchaser shall provide and maintain a suitable access, including access roads to the job site, for safe and efficient provisions of the Deliverables.
16. CONFIDENTIALITY: All specifications and other documents and information provided to the Purchaser by WPI shall be treated in confidence by Purchaser. Such items shall remain the exclusive property of WPI and may not, without the prior written consent of WPI, be copied, reproduced or communicated to any third party. All such documents and information shall be returned to WPI upon request.
17. FORCE MAJEURE: WPI shall not be responsible for any direct or indirect damages whatsoever caused by delays beyond the control of WPI, and without limiting the generality of the foregoing, WPI shall not be responsible for any damages due to delays caused by storms, fires, floods, acts of God, labour difficulties, (including lockouts, strikes and slowdowns) material procurement delays (including inability to obtain power, materials, labour, equipment or transportation) acts of war or terrorism, quarantine restrictions, commercial impossibility, court injunctions or order, or any cause beyond its control.
18. WARRANTY: WPI warrants only that the product shall be free from latent defects and shall be made in a workmanlike manner and in conformity with the specifications related thereto. To the extent Services are to be provided hereunder, WPI warrants only that all work rendered shall be provided in a workmanlike manner and in conformity with the Specifications related thereto. For a period of 24 months following the shipping date of any products or the provision of any Service, as applicable, but not thereafter, upon demonstration that any such Products and/or Services include latent defects or do not materially conform to the specifications as applicable, attributable to WPI as manufacturer or Service provider. WPI shall at its sole option, repair or replace such defective Product or re-perform the Service free of charge per Ex Works (Incoterms 2010) or equivalent, or allow credit to the Purchaser in equal amount, provided that the Purchaser gives written notice to WPI of the alleged defect or material nonconformity within 7 days of its discovery and submits to WPI on demand, for examination and testing, all such Products allegedly defective or which allegedly do not materially conform to the Specifications or provides to WPI on demand, access to the Purchasers premise or job site, as applicable, for examination and testing of all services which allegedly do not materially conform with the Specifications. In default of such notice and submission, all responsibility on the part of WPI to repair, replace, correct, re-perform or allow credit shall cease. Any products (or parts thereof) returned to WPI pursuant to this provision shall become the property of WPI. Any products not manufactured by WPI or Services not provided by WPI are not warranted, except in so far as the same are warranted to WPI by the manufacturer of such Products or the provider of the Services, but in no event does WPI bind itself to any greater warranty then the ones provided for herein at WPI's sole option. When Products and/or Services are provided in accordance with Purchaser's Specifications, WPI assumes no liability for loss or damage arising from improper or inadequate design or instructions and when provided based on or using materials provided by Purchaser, WPI assumes no liability for loss for damage arising from defects in or inadequacy of such materials. To the extent that any Deliverable is to be repaired, replaced, corrected or performed as provided for herein, WPI shall not be liable for any damage caused it's the course of removing, lifting up, dismounting, transportation, mounting or establishment in connection with such Deliverables.
19. LIMITED WARRANTIES: It is understood and Purchaser agrees that the warranties provided in above 18 constitute WPI's sole warranties with respect to the Deliverables and that all other warranties, express or implied, legal or contractual, on the part of WPI with respect to the Deliverables and that all other warranties, are hereby excluded, and in particular, but without limiting the generality of forgoing, no liability is assumed nor is WPI responsible for damages or delays caused by defective materials or workmanship or negligence of WPI, nor shall any allowances for repairs, alterations or re-performance be made unless effected with the prior written consent of WPI. Further, WPI shall not be responsible for any damage or delays caused by defects arising out of faulty maintenance, incorrect installation, incorrect operation, excess of loading from erosion, cavitation, abnormal soil conditions, unsatisfactory foundation, excessive stress during sinking, building or installation work not undertaken by WPI and another reason beyond WPI's control.
20. LIMITED LIABILITY: Notwithstanding any other provision of this Agreement, to the maximum extent permitted under applicable law, in no event, and under no circumstances shall the aggregate liability of WPI (including remedies for defective goods, rectification work and damages) exceed the aggregate purchase price Ex Works (Incoterms 2010) for the applicable Products and/or service provided pursuant to this Agreement. WPI shall not be liable under any circumstances for any incidental, consequential, indirect, special or punitive damages arising out of or related to the Performance of this Agreement or the provision of or failure to provide the Deliverables, including without limitation, damages or injuries to any person (including death), loss of profits, loss of business revenue, loss of production, loss of use, loss of contracts, interruption of operation, failure to realize expected savings or other commercial or economic losses of any kind, whether or not foreseeable, whether such liability is based in contract or tort, negligence, strict liability or otherwise, or whether or not WPI has been the advised of the possibility of any such liability.
21. INDEPENDENT CONTRACTOR: WPI is an independent contractor of Purchaser and nothing in this Agreement can be read to imply or construe WPI as a partner, agent or employee of Purchaser. Neither party shall have authority to commit or create any liability on the part of the other or to bind the other party in any way.
22. DISPUTES: Unless otherwise agreed in writing, any controversy, claim, or dispute arising out of or relating to this Agreement shall be conclusively resolved by binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The place of arbitration shall be Cleveland, Ohio, and the proceedings shall be conducted in English. The arbitration shall be conducted before a single arbitrator mutually agreed upon by the parties, or, if the parties cannot agree, appointed in accordance with the AAA Rules. Notwithstanding the foregoing, WPI reserves the right to initiate legal proceedings in any court of competent jurisdiction for the purpose of collecting any unpaid invoices.
23. WAIVER'S: No failure or delay by WPI in enforcing any of the terms and conditions of this Agreement shall prejudice, or restrict its rights and powers under this Agreement nor shall any waiver of any breach operate as a waiver of any subsequent breach.
24. GENERAL: This Agreement: (a) shall be governed by and enforced in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable therein and the parties consent to venue in Ohio and the parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any state or federal law enacting the CISG, including but not limited to any version of the International Sale of Goods Act, shall not apply to this Agreement. (b) This Agreement may not be assigned or transferred by Purchaser, in whole or in part, without the prior written consent of WPI. Any attempted assignment without such consent shall be null and void. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives. (d) This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, negotiations, representations, and warranties, whether written or oral. No amendment or modification shall be binding unless in writing and signed by both parties. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement (in whole or in part) shall survive any such termination or expiration and continue in full force and effect. No modifications



Helps Maintain Spillway Capacity

Guides debris away from gates and outlet structures during storm events.

Protects Hydropower Intakes

Prevents floating debris from reaching trash racks and turbine inlets.

Establishes Visible Safety Zones

Keeps boaters and recreational users away from hazardous areas near dams.

Floating debris can block spillways, restrict hydropower intakes, and create serious safety hazards around dams.

During major rainfall events, reservoirs can receive large volumes of floating debris, including logs, vegetation, and storm-driven material from the watershed. When debris accumulates near spillways or intake structures, it can reduce operational flexibility and increase risk during high-flow conditions.

TUFFBOOM floating barrier systems help dam operators guide debris away from critical infrastructure while establishing clear safety zones around hazardous areas.

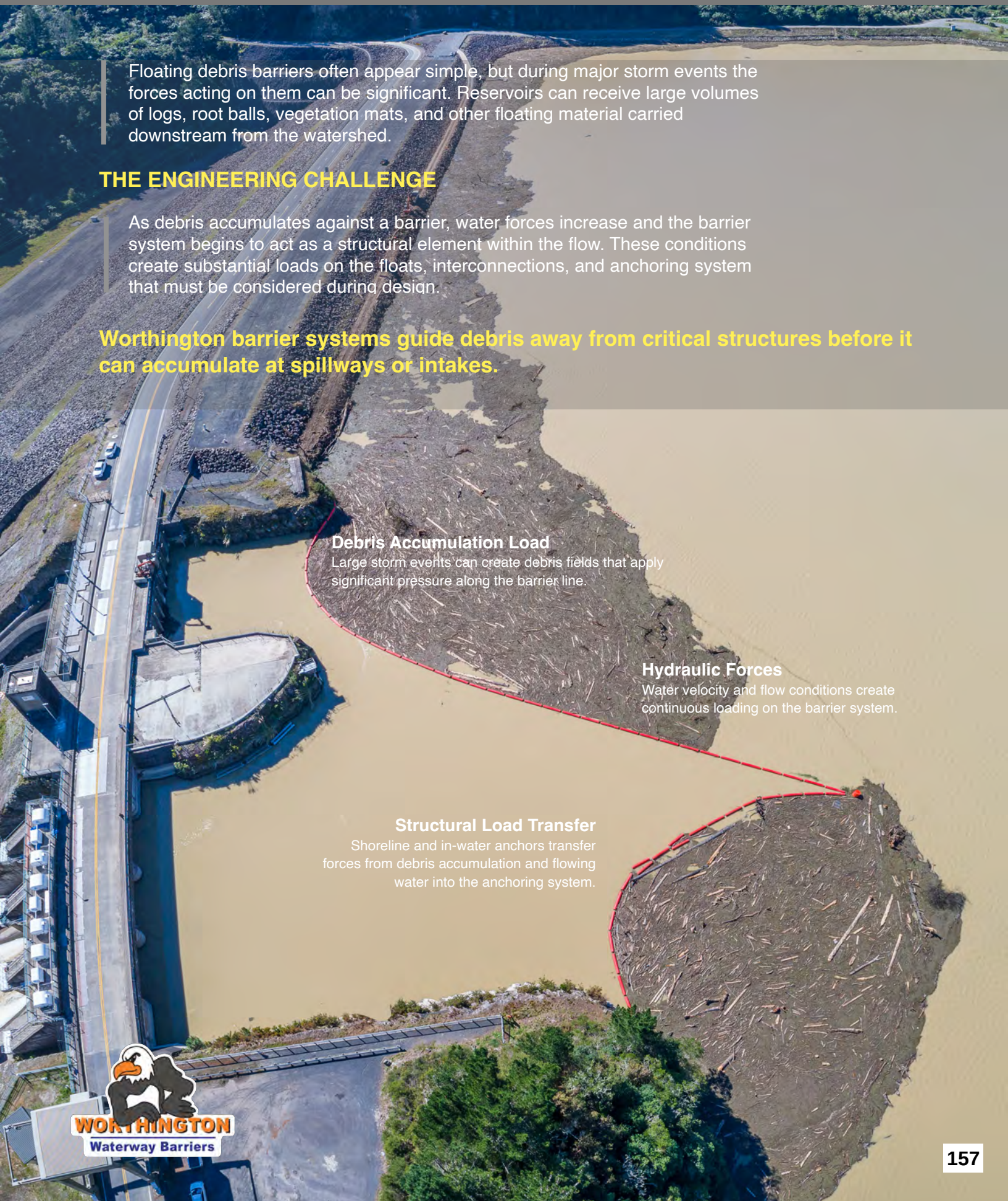
Installed at dams and hydropower facilities in more than 67 countries.

Floating debris barriers often appear simple, but during major storm events the forces acting on them can be significant. Reservoirs can receive large volumes of logs, root balls, vegetation mats, and other floating material carried downstream from the watershed.

THE ENGINEERING CHALLENGE

As debris accumulates against a barrier, water forces increase and the barrier system begins to act as a structural element within the flow. These conditions create substantial loads on the floats, interconnections, and anchoring system that must be considered during design.

Worthington barrier systems guide debris away from critical structures before it can accumulate at spillways or intakes.



WORTHINGTON
Waterway Barriers

Engineering the TUFFBOOM System

The forces created by debris accumulation, flowing water, and anchoring loads require barrier systems designed for structural performance and long-term reliability. TUFFBOOM barrier units incorporate several design elements that allow the system to withstand demanding dam and hydropower environments.

High-Strength Alloy Chain

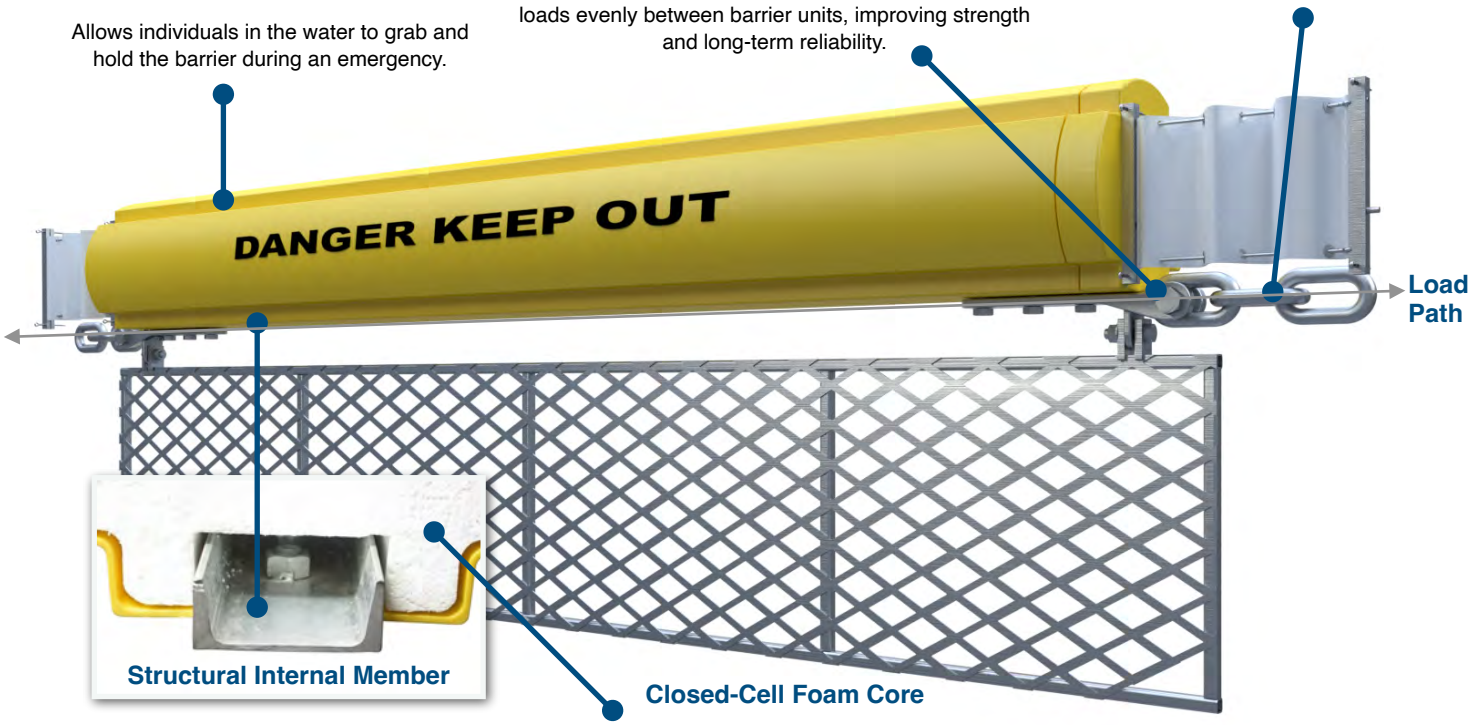
Provides durable interconnections capable of transferring structural loads between barrier units and anchor points.

Patented Shackle-Free Connections

Eliminates common shackle failures and distributes loads evenly between barrier units, improving strength and long-term reliability.

Life-Saving Handholds

Allows individuals in the water to grab and hold the barrier during an emergency.



Structural Internal Member

Provides the primary load-bearing structure of the barrier, allowing the system to resist forces created debris accumulation and flowing water.

Closed-Cell Foam Core

Maintains buoyancy even if the outer float shell is punctured, ensuring continued performance during debris events.

Optional System Components

- Debris containment screens
- Fine debris panels
- Permanent graphics and warning markings
- Retroreflective tape
- Solar Lighting
- Custom Colors

Feature	TUFFBOOM Standards
Diameter	40.6 cm (16 in)
Float Length	305 cm (120 in)
C-CLength when connected	340 cm. (134 in)
Weight (dry)	64 kgs (141 lbs)
Buoyancy	317 kgs (700 lbs)
Freeboard	30.5 cm. (12 in)
Design Strength	130 kips
Spacing Between Units	39 cm. (15.5 in)
Internal Construction	C4 Channel w/ EPS Foam

Proven in Demanding Dam Environments

TUFFBOOM barrier systems are installed at dams, hydropower plants, and water control structures around the world. These systems operate in environments ranging from debris-laden river systems to large reservoirs exposed to extreme rainfall events, seasonal floods, and ice conditions.

Over time, operators often find that debris events that once required urgent response become controlled conditions managed by the barrier system.

Spillway Protection



Debris Interception System



Public Safety Barrier





Post-Fire Debris Containment



Hydropower Intake Protection



Spillway Gate Protection

THE WORTHINGTON APPROACH

Worthington works with dam owners, engineers, and contractors to evaluate site conditions, debris loads, and hydraulic forces before recommending a barrier system configuration. This collaborative approach helps ensure the system performs reliably under real operating conditions.

Curious how debris might behave at your dam or hydropower plant?

Our videos show real events, barrier features, and lessons learned from installations around the world.

Explore the video library:
https://www.youtube.com/c/Tuffboom

Worthington barrier systems help dam owners manage debris, protect critical structures, and improve public safety around water dams.

GSA Contract Holder

Scope of Services

Worthington understands the scope of services for this project to include the following:

- Mobilization
- Anchor installation
- TUFFBOOM and Mooring buoy assembly and Installation
- Boat Gate Installation

The diving services/marine construction will be performed by an Association of Diving Contractors International (ADCI) five person dive team utilizing surface-supplied air diving equipment. All team members will be properly equipped and trained, and all diving operations will be conducted in accordance with the Occupational Safety and Health Administration Commercial Diving Operations Standard (OSHA 29 CFR 1910, Subpart T), and ADCI Consensus Standards.

Schedule

We anticipate being able to mobilize to perform the services within 4 weeks of receipt of a written notice to proceed following an executed contract. We estimate our services will be completed in 34 working days with our crew working 10-hour days Monday through Friday. Please note that scheduling underwater services is dependent upon suitable weather and water conditions to allow commercial diving.

Table 1 Estimated Days

Item	Quantity	Unit
Planning/Mobilization/Demobilization	**1**	**LS**
Boom Install	**12**	**Day**
Anchor Install	**1**	**LS**
Boat Gate	**2**	**Day**

This is inclusive of all required management, planning, mobilization, labor, equipment, and direct costs. Specific equipment and direct costs included are as follows:

- Dive Boat with surface supplied dive equipment
- Crane
- Sectional Barges
- Telehandler
- Hand Tools

Invoices will be submitted monthly, and payment is due within 30 calendar days of the invoice date.

Proposal Considerations / Exclusions

Considerations:

- Standard job site and dive safety policies and procedures are acceptable for this project.
- Monterey County is responsible for all coordination required for Worthington to access the site and facilities.
- Access to North and South anchor locations will be provided by Monterey County.
- The North and South onshore anchors may be either precast or cast-in place concrete blocks with a minimum total anchor weight of 52,000 lbs. each and are to be buried a maximum of 2.5 feet.
- The in-water anchor system does not require precision GPS-located placement on the lakebed. Anchor placement within a tolerance of ±30 ft is acceptable.
- Worthington will verify the local bathymetry prior to anchor placement; however, a complete hydrographic survey is not required.
- Worthington will have access to the south shoreline adjacent to the San Antonio Dam, and the Harris Creek Boat Ramp for equipment and material access and laydown/staging for the duration of the project.
- No dewatering required for this project.
- Worthington will be granted uninhibited access to the project location for the duration of the installation operations. The crew will make a reasonable effort to adjust the work program in the event a portion of the facilities cannot be accessed during a specific period; however, if it becomes necessary to stand down, a cost adjustment may be required.
- The fee is estimated based on work being performed Monday through Friday. If additional days are required, a cost adjustment will be required.
- Worthington will be subcontracted by Worthington for this project.
- Cost estimate proposal was completed with all available information at the time. If new documents or scope change is needed Worthignton will need the opportunity to revise the overall price.

Specific Exclusions:

- Monterey County is responsible for all permitting requirements to complete this project.
- Prevailing wages are excluded. Should prevailing wage determination be needed or assigned to this contract, adjustment to this cost proposal will be required.

The estimates and schedules outlined in this proposal are valid for 60 days from the date of the proposal. Worthington appreciates the opportunity to provide these services. Please contact us if you require clarifications or modifications, need additional information, or have any questions regarding this proposal.

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

BOARD ORDER No. **26-026**

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN WORTHINGTON PRODUCTS INC., AND MONTEREY COUNTY WATER RESOURCES AGENCY FOR DESIGN, PROCUREMENT, AND INSTALLATION OF A TUFFBOOM BOAT BARRIER BUOY SYSTEM FOR SAN ANTONIO RESERVOIR AND ADDITIONAL TUFFBOOM PARTS FOR NACIMIENTO RESERVOIR IN THE AMOUNT OF $1,180,147; AND APPROVE AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE UP TO THREE FUTURE CONTRACT CHANGE ORDERS THAT DO NOT EXCEED 20% ($236,029) OF THE ORIGINAL AGREEMENT, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED AMOUNT OF $1,416,176.	)

Upon motion of _____, seconded by _____, and carried out by those members present, the Board of Directors hereby:

1. Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,180,147; and
2. Approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($236,029) of the original agreement, for a total contract amount not to exceed amount of $1,416,176.

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Consider approving Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning., for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of $75,000 for a total contract amount not to exceed $150,000; and authorize the General Manager to execute Amendment No. 1.

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

a) Approve Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of $75,000 for a total contract amount not to exceed $150,000; and

b) Authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:
On July 14, 2025, the Agency entered into an Agreement for Services for environmental support services for the San Antonio Spillway Replacement Project. The San Antonio Spillway Replacement Project's environmental component is underway with an existing Request for Qualifications for an Environmental Consultant being advertised. The anticipated Notice to Proceed for the San Antonio Spillway Replacement Project Environmental consultant is September 1, 2026.

Phenix Environmental Planning will be working in a similar capacity for the Nacimiento Plunge Pool Project by providing environmental support services to Agency staff. Given the San Antonio Spillway Project and Nacimiento Plunge Pool Project are running separate, but similar environmental project paths, the Agency would like to expand its utilization of Phenix Environmental Planning for the Nacimiento Plunge Pool Project's environmental support services.

The San Antonio Spillway Replacement Project Scope of Work tasks for Phenix Environmental Planning has adequate funds currently; however, Amendment No.1 will add additional funding of $75,000 to allow Phenix Environmental Planning to expand its scope by providing Agency staff with environmental support services for the Nacimiento Plunge Pool Project specifically.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:

This contract is funded by Grant Agreement No. 4600015764, SB104. The contract was budgeted for FY 25-26 for the San Antonio Spillway Project which will continue into FY 26-27. Amendment No.1 is budgeted for FY 2026-2027.

Prepared by: Elise Harden, Senior Water Resources Engineer (831) 755-3216
Approved by: Ara Azhderian, General Manager (831) 755-4860

Attachments:
1. Original Agreement
2. Amendment No. 1
3. Exhibit A - Nacimiento Plunge Pool Project

Introduced: 6/4/2026 **Current Status:** Draft

Version: 1 **Matter Type:** WR General Agenda

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1. Original Agreement
2. Amendment No. 1
3. Exhibit A - Nacimiento Plunge Pool Project

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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 Phenix Environmental Planning, a sole proprietorship hereinafter called "CONTRACTOR".

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:

   Environmental support services for the San Antonio Spillway Replacement Project.

   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 begin on July 1, 2025 by CONTRACTOR and Agency, and will terminate on June 30, 2027, unless earlier terminated as provided herein.

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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 Seventy Five Thousand Dollars ($ 75,000).

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 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. Indemnification.

   5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

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extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of AGENCY, or defect in a design furnished by AGENCY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against AGENCY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the AGENCY, or defect in a design furnished by the AGENCY.

6. Insurance.

6.1 Evidence of Coverage:
Prior to commencement of this Agreement, the 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the

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work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:
All coverage's, 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 County's Purchasing Manager.

6.3 Insurance Coverage Requirements:
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:

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☑ Exemption/Modification (Justification attached; subject to approval).

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

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of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this 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 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 subcontractors, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractors showing each subcontractors has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their 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 County 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****.*

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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 this Agreement, which shall continue in full force and effect.

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 Agency's Contract Administrator. If

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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 this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. 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.

8. 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.

9. 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 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.

10. 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

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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.

11. 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.

12. 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.

13. 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 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.

14. 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.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic

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negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. 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 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.

17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

18. 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.

19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

21. 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.

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22. 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.

23. 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.

24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

25. 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.

26. 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.

27. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:

Laurie Warner Herson

Agency's designated administrator of this Agreement shall be:

Elise Harden

28. 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 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:

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TO AGENCY	TO CONTRACTOR
Name: Elise Harden	Name: Laurie Warner Herson
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 15 WIllow Cove Ct, Sacramento CA 95831
Telephone: 831.755.4860	Telephone: 916.201.3935
Fax:	Fax:
E-Mail: HardenE@countyofmonterey.gov	E-Mail: laurie.warner.herson@phenixenv.com

29. 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.

30. 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.

31. 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.

32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

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

33. 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:

BY: DocuSigned by: Ara Azhderian 1F182FFB49A2435...

Ara Azhderian
General Manager

Date: 7/14/2025 | 9:18 AM PDT

CONTRACTOR:

BY: Signed by: Laurie Warner Herson 61ABDCB70D3B492...

Type Name: Laurie Warner Herson

Title: Principal/Owner

Date: 7/10/2025 | 10:02 AM PDT

BY: _____

Type Name: _____

Title: _____

Date: _____

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* 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.

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

Signed by:
Kelly L. Donlon
22D690CA05A940B...

Chief Assistant County Counsel

Dated: 7/10/2025 | 10:15 AM PDT

Approved as to fiscal provisions:

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 7/14/2025 | 9:09 AM PDT

_____

County Counsel – Risk Manager:

Dated: _____

DocuSigned by:
Patricia Ruiz
E79EF64E57454E6...

Auditor-Controller [2]:

Dated: 7/10/2025 | 5:03 PM PDT

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

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Exhibit A
Scope of Work

San Antonio Spillway Project Environmental Project Management Scope of Work

Phenix Environmental Planning will serve as the Environmental Program Management consultant providing support to the Monterey County Water Resources Agency (MCWRA) for the proposed San Antonio Spillway Replacement Project (Project). Primary responsibilities include assisting MCWRA in the completion of the California Environmental Quality Act (CEQA) and other environmental compliance documentation, which may include compliance with the National Environmental Policy Act (NEPA), and the oversight of the selected environmental planning/permitting consultant.

The Environmental Program Management consultant scope of services will focus on providing support to MCWRA and other consultants (collectively referred to as the project team) in the successful implementation of the project and to provide review and quality assurance of deliverables from contractors, including the following tasks:

1. Assist MCWRA in obtaining the services of the environmental planning/permitting consultant, including the development of the bid package and review of proposals;

2. Prepare a preliminary project description for the purposes of the environmental review process;

3. Serve as an extension of staff to MCWRA, providing a liaison between staff and the environmental consultant (collectively referred to as the environmental team) as follows:

    a. participate in project team meetings, as needed;

    b. participate in environmental team meetings, assumed to be biweekly;

    c. participate in public outreach meetings, as needed;

    d. review and monitor performance of the selected environmental consultant's budget and schedule;

    e. review the selected environmental consultant's monthly invoices and supporting back up and track % spent vs. % complete;

    f. coordinate with MCWRA staff and the selected environmental consultant regarding the project file system;

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g. coordinate with MCWRA and the selected environmental consultant to implement the quality control plan, including defining the roles and responsibilities of the contractors and MCWRA staff and monitor implementation for the duration of the project;

h. assist in the development of and contribute to the CEQA administrative record for the project and periodically monitor for the duration of the project; and,

i. participate in project team workshops to address environmental, design and other key topics critical to the completion of CEQA/NEPA and permitting.

4. Review and provide comments to MCWRA on selected environmental consultant deliverables including:

   a. meeting agendas, notes, and other meeting materials;

   b. project work plan/schedule;

   c. technical memos or reports;

   d. draft and final CEQA/NEPA documents, including:
      1) Draft and final CEQA Initial Study
      2) Draft and final CEQA and possible NEPA Environmental Assessment, if needed
      3) Public notices
      4) Draft and final Mitigation Monitoring and Reporting Program;

   e. environmental mitigation measure cost estimates, if needed; and,

   f. draft and final permit applications.

5. Coordinate with the project team and appropriate technical staff to provide comments on environmental deliverables in a timely manner. Develop a comment matrix to be used for each major deliverable and coordinate and/or participate in one meeting for each draft deliverable to discuss key comments with the selected environmental consultant.

6. Attend MCWRA Board of Director (BOD) and Board of Supervisors (BOS) public hearings on the project, if requested.

Deliverables:

1) Draft and revised version of the Preliminary Project Description.

2) Meeting materials (agenda, notes, etc.), as needed.

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3) Compiled tracked-changes versions of the draft environmental document WORD files and a compiled master comment matrix for environmental deliverables, to be provided to MCWRA for review and to the selected environmental consultant as a complete set of comments for review and incorporation into final environmental documents.

4) Monthly progress report, including status of selected environmental consultant's deliverables (schedule, budget and % complete) and activities conducted by Phenix.

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Exhibit B
Fee Schedule

Laurie Warner Herson, doing business as Phenix Environmental Planning (Phenix), will be providing environmental services to the Monterey County Water Resources Agency.

Phenix is a sole proprietorship, providing services that include: project and program management; California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation, technical direction and compliance strategy; and, peer review of environmental documents prepared by others.

As a sole proprietorship, Phenix does not use a calculated overhead rate to help set a billing rate. Instead, the following hourly rate is a flat rate that covers labor costs as well as direct expenses (e.g., business license, office space, computer use, phone, supplies, travel, mileage, insurance, etc.) associated with the provision of services.

Name	Classification	Effective Dates	Labor Rate
Laurie Warner Herson	Principal/Owner	7/1/2025 – 6/30/2028	$251/hour

Phenix has no other employees. At this time, it is anticipated that the above rate will continue for the life of the project.

AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
PHENIX ENVIRONMENTAL PLANNING.

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Phenix Environmental Planning (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 July 14, 2025 (hereinafter, "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of $75,000.00 for a total contract amount not to exceed $150,000.00; and

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

1. Amend Section 1, **"Scope of Work."** to read as follows:

   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:

      Environmental support services for the San Antonio Spillway Replacement Project and environmental support services for the Nacimiento Plunge Pool Rehabilitation Project.

2. Amend Section 3, **"Payments to CONTRACTOR; maximum liability"** to read as follows:

   Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACOTR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **One Hundred Fifty thousand dollars no cents ($150,000.00).**

Original	$75,000
Amendment No. 1	$75,000
Total	$150,000

3. Amend Section 32, **"Exhibits"** to read as follows:

Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scopes of Work/ Work Schedule (San Antonio And Nacimiento)
Exhibit B - Fee Schedule

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. This Amendment No. 1 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. 1 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____
Ara Azhderian
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: _____

CONTRACTOR: PHENIX ENVIRONMENTAL PLANNING

By: _____

_____
Printed Name/Title

Date: _____

By: _____

_____
Printed Name/Title

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.

Nacimiento Dam Spillway Plunge Pool Rehabilitation Project
Environmental Project Management Scope of Work

Phenix Environmental Planning will serve as the Environmental Program Management consultant, providing support to the Monterey County Water Resources Agency (MCWRA) for the proposed Nacimiento Dam Plunge Pool Rehabilitation Project (Project). Primary responsibilities include assisting MCWRA in the completion of the California Environmental Quality Act (CEQA) and other environmental compliance documentation, which may include compliance with the National Environmental Policy Act (NEPA), and the oversight of the selected environmental planning/permitting consultant.

The Environmental Program Management consultant scope of services will focus on providing support to MCWRA and other project consultants (collectively referred to as the project team) in the successful implementation of the project and to provide review and quality assurance of deliverables from contractors. This includes the following tasks:

1. Assist MCWRA in obtaining the services of the environmental planning/permitting consultant, including the development of the bid package and review of proposals;

2. Prepare a preliminary project description for the purposes of the environmental review process;

3. Serve as an extension of staff to MCWRA, providing a liaison between staff and the selected environmental consultant and providing coordination with the overall project team (including design), as follows:

    a. participate in project team meetings with staff and other consultants, as needed;

    b. participate in environmental-specific team meetings, assumed to be biweekly;

    c. participate in public outreach and outside agency meetings, if needed;

    d. review and monitor performance of the selected environmental consultant's budget and schedule;

    e. review the selected environmental consultant's monthly invoices and supporting back up and track % spent vs. % complete;

    f. coordinate with MCWRA staff and the selected environmental consultant regarding the project file system;

    g. coordinate with MCWRA and the selected environmental consultant to implement the quality control plan, including defining the roles and responsibilities of the contractors and MCWRA staff and monitor implementation for the duration of the project;

    h. assist in the development of and contribute to the CEQA administrative record for the project and periodically monitor for the duration of the project; and,

i. participate in project team workshops to address environmental, design and other key topics critical to the completion of CEQA/NEPA and permitting.

4. Review and provide comments to MCWRA on environmental consultant deliverables including:

   a. meeting agendas, notes, and other meeting materials;

   b. project work plan/schedule;

   c. technical memos or reports;

   d. draft and final CEQA/NEPA documents, including:
      1) all CEQA environmental documents, including administration drafts, public drafts, administration final and final versions
      2) all NEPA environmental documentation, if needed
      3) public notices
      4) draft and final Mitigation Monitoring and Reporting Program;

   e. environmental mitigation measure cost estimates, if needed; and,

   f. draft and final permit applications.

5. Coordinate with the project team and appropriate technical staff to provide comments on environmental deliverables in a timely manner. Develop a comment matrix to be used for each major deliverable and coordinate and/or participate in one meeting for each deliverable to discuss key comments with the selected environmental consultant.

6. Attend MCWRA Board of Director (BOD) and Board of Supervisors (BOS) public hearings on the project, if requested.

Deliverables:

1) Draft and revised version of the Preliminary Project Description.

2) Meeting materials (agenda, notes, etc.), as needed.

3) Compiled tracked-changes versions of team comments on the draft environmental documents (assuming WORD format) and a comment matrix for environmental deliverables, to be provided to MCWRA and to the selected environmental consultant as a complete set of comments for review and incorporation into final environmental documents.

4) Monthly progress report, including status of selected environmental consultant's deliverables (schedule, budget and % complete) and activities conducted by Phenix.

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

BOARD ORDER No. **26-023**

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR	**)**
SERVICES WITH PHENIX ENVIRONMENTAL PLANNING., FOR	**)**
ENVIRONMENTAL SUPPORT SERVICES FOR THE NACIMINENTO	**)**
PLUNGE POOL PROJECT, TO ADD A DOLLAR AMOUNT OF $75,000	**)**
FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $150,000	**)**
AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE	**)**
AMENDMENT NO. 1	**)**

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

1. Approve Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of $75,000 for a total contract amount not to exceed $150,000; and

2. Authorize the General Manager to execute Amendment No. 1.

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve grazing lease forms and a public bid notice for Agency grazing lands located around San Antonio and Nacimiento Reservoirs; and direct the Clerk of the Board of Supervisors to advertise for bids.

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

a. Approve proposed grazing lease forms and a public bid notice for grazing lands located around San Antonio and Nacimiento Reservoirs; and

b. Direct the Clerk of the Board of Supervisors to advertise for bids.

SUMMARY/DISCUSSION:
The Monterey County Water Resources Agency (MCWRA or Agency) manages grazing leases on Agency-owned lands surrounding Nacimiento and San Antonio Reservoirs. The Grazing Lease Program supports responsible livestock grazing while promoting watershed protection, vegetation management, wildfire fuel reduction, infrastructure stewardship, and long-term land management objectives. The program encompasses approximately 16,400 acres of Agency-owned rangelands associated with the Nacimiento and San Antonio Reservoir systems. These lands include a mix of open grazing areas, rolling rangelands, oak woodlands, road and utility access corridors, and areas containing Agency infrastructure.

The current grazing leases are set to expire on October 31, 2026. Therefore, Agency staff are seeking the authority to begin and conduct the grazing lease bid process for five leases around San Antonio and Nacimiento Reservoirs. Those leases are: San Antonio 1 & 2; San Antonio 3; San Antonio 4 & Nacimiento 1; Nacimiento 2; and Nacimiento 3A & 3B.

The leases will utilize the following documents and forms. Attachment 1 includes the Grazing Lease, which establishes operational standards, stewardship requirements, monitoring expectations, and lease compliance procedures. Attachment 2 includes the Bidder's Pre-qualification Forms that established the approved bidder's list. Attachment 3 is the public noticing for advertising the grazing leases available for bidding. Attachment 4 includes the maps of the lease areas at Nacimiento and San Antonio Reservoirs. There will be a minimum lease fee bid requirement that will be included in the final bidding documents.

The bidding schedule has been drafted to support new leases effective on November 1, 2026 and is outlined in Attachment 5. It is estimated that the bid packet will be released in late June/early July for a minimum of three (3) weeks and results will be certified by the Monterey County Water Resources Agency Board of Supervisors in August.

The leasing program is statutorily and categorically exempt from CEQA (14 Cal. Code Regs. 15301 (existing facility (including leases)) and 15261 (ongoing project).)

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed the grazing lease forms.

FINANCING:
Revenue from the Grazing Lease Program is included in the FY26-27 Recommended Budget and includes current lease rates. In addition, new lease administration fees are proposed to defray certain costs of contract compliance monitoring and enforcement.

Prepared by: Jessell Fenley, Administrative Services Assistant (831) 755-4860

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

Attachments:
1. DRAFT Grazing Lease
2. DRAFT Pre-Qualification Bidder Form
3. DRAFT Public Notice
4. DRAFT Lease Area Maps: Nacimiento and San Antonio Reservoirs
5. DRAFT Timeline

Introduced: 6/4/2026 **Current Status:** Draft

Version: 1 **Matter Type:** WR General Agenda

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Grazing Lease

Between

Monterey County Water Resources Agency
Lessor

and

XXXXX
Lessee

With respect to the following property:
XXXXX

Effective Date
November 1, 2026

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SUMMARY OF LEASE TERMS

This is a summary ("Summary") of the principal terms and conditions of the Grazing Lease. In the event of any conflict between the information in this Summary and the specific provisions of the Grazing Lease, the Grazing Lease provisions shall control.

LESSOR:	Monterey County Water Resources Agency
LESSEE:	XXXXX
Grazing Lease No.:	
Acres:	[Acres] Acres as referenced in Exhibit C
Term:	Ten (10) year Term beginning on November 1, 2026 ("Commencement Date") and ending on October 31, 2036 ("Termination Date").
Grazing Season:	November 1st through October 31st
Permitted Use:	Cattle grazing, and authorized adjunct activities as specified in the attached Grazing Lands Management Plan
Rental Rate:	$_____/year one with a 2.5% flat rate increase each following year.
Rent Payment Due:	Annual payments due on November 1st

LESSOR Contact Information:

Grazing Lease Administrator
Monterey County Water Resources Agency
1441 Schilling Pl., N. Bldg.
Salinas, CA 93901

Ph: 831.755.4860
Email: WRAleaseadmin@countyofmonterey.gov

LESSEE Contact Information:

Name
Address
City, State, Zip

Ph: xxxxxx
Email: xxxxxx

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GRAZING LEASE AGREEMENT

This Grazing Lease Agreement ("Lease" or "Agreement") is made by and between the Monterey County Water Resources Agency, a public agency created pursuant to the Monterey County Water Resources Agency Act (Cal. Water Code, Appendix Chap. 52) ("LESSOR" or "AGENCY"), and _____, a _____ ("LESSEE"). LESSOR and LESSEE (collectively, "Parties") agree as follows:

1. PURPOSE AND GRAZING LANDS MANAGEMENT

1.1 **Purpose.** LESSOR owns property suitable for cattle grazing and desires to manage those properties in accordance with the LESSOR's mission and vision.

1.2 **Grazing Lands Management Plan.** LESSOR has prepared a Grazing Lands Management Plan for the Premises ("GLMP"), incorporated herein as **Exhibit A (Grazing Lands Management Plan)**. LESSEE acknowledges receipt of the GLMP and agrees that the primary purpose of this Lease is to implement the objectives set forth therein.

1.3 **Start-Up Tasks.** Upon Lease Commencement Date, LESSEE shall complete any start-up tasks identified in **Exhibit B (Start-Up Tasks)** per the deadlines outlined at LESSEE's sole cost.

2. PREMISES

2.1 **Description.** LESSOR leases to LESSEE that certain real property located in the County of _____, situated at _____ Reservoir, identified as Grazing Lease No. _____ (the "Lease Site"), consisting of approximately _____ acres, as more particularly described in **Exhibit C (Description of Premises)**.

2.2 **Excluded Areas.** The term "Premises" excludes any land that is submerged by reservoir waters at any given time. LESSEE acknowledges that reservoir water levels are variable and fluctuate seasonally and annually, and therefore the total acreage available for use under this Agreement will correspondingly increase or decrease.

Land located above the high-water mark elevation (the "High Water Mark") shall be considered generally available for use, subject to the terms of this Agreement. The high-water mark at Nacimiento Reservoir is 800 feet and 780 feet at San Antonio. Land located

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below the high-water mark, up to the floodage easement elevation of 825 feet, may be intermittently available depending on reservoir levels and shall only be used when not submerged.

3. TERM, AMENDMENT AND HOLDOVER

3.1 **Lease Term.** The term of this Lease shall be ten (10) years, commencing on November 1, 2026 ("Lease Commencement Date") and ending on October 31, 2036 ("Lease End Date"), unless earlier terminated pursuant to this Agreement.

3.2 **Amendment.** The LESSOR reserves the right to amend this Lease at any time in response to changes in applicable laws, regulations, ordinances, or policies, whether federal, state, or local, that may affect the terms and conditions of this Lease. Such amendments may also be made to reflect adjustments in building or community rules, safety procedures, or operational policies deemed necessary by the LESSOR in the course of managing the property. The LESSOR shall make such amendments to the Lease by an instrument in writing, and the LESSEE agrees to execute such amendment and comply with any such amendments. Any amendments made under this clause shall be deemed part of the Lease and shall have the same binding effect as the original terms. The LESSEE acknowledges that such changes are necessary for the continued operation, safety, and legal compliance of the property, and agrees to execute any documents required to formalize such amendments.

3.3 **Amendment Waiver.** Any waiver of any term or condition of this Lease must be in writing and signed by the LESSOR and LESSEE. A waiver of any of the terms and conditions of this Lease shall not be construed as a waiver of any other term or condition in this Lease.

3.4 **Holdover.** If LESSEE, with LESSOR's written consent, remains in possession of the Premises after the Lease Term, this Lease shall automatically be extended on a one (1) year basis. During the hold over period the annual rent shall be adjusted to reflect the last applicable annual rent plus a 2.5% increase for each holdover year, subject to termination for no cause upon thirty (30) days' written notice by either Party during the holdover period. All other terms and conditions shall remain in full force and effect.

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4. RENT AND FEES

4.1 **Annual Rent.** Annual rent shall be $_____

4.2 **Payment Schedule.** Rent for the first lease year is due upon execution. Thereafter, annual rent shall be paid on or before November 1st of each year.

4.3 **Late Charges.** LESSEE shall pay a late charge equal to 10% of the overdue amount, for any payments due from the LESSEE to LESSOR under this Lease, for each successive 30-day period or portion thereof during which the amount due remains unpaid.

4.4 **Rent Adjustment.** Rent shall increase at a flat rate of 2.5% annually, beginning in 2027, and shall increase each year thereafter.

4.5 **No Rent Reduction.** Rent shall not be reduced for any reason, including during periods of reduced or suspended grazing, including drought, overgrazing restrictions, or herd reductions, even if livestock numbers are reduced to zero.

4.6 **Lessee Fees and Expenses.** In addition, LESSEE agrees to pay, upon invoice or demand, those costs, fees and expenses provided for in **Exhibit D (Schedule of Fees and Expenses)** to this Agreement, or as may be provided for by a schedule of fees and expenses adopted by the LESSOR from time to time.

4.7 **Possessory Interest Tax.** LESSEE is solely responsible for any possessory interest taxes for lands located in Monterey County. Failure to pay such taxes constitutes a breach of this Agreement.

4.8 **Rent Payments.** Rent payments to LESSOR shall be submitted to:

Monterey County Water Resources Agency
c/o Grazing Lease Administrator/Finance
1441 Schilling Place
Salinas, CA 93901

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5. USE OF PREMISES

5.1 **Special Conditions.** Any special conditions related to the Premises are described in **Exhibit E (Special Conditions of Premises)**.

5.2 **Permitted Use.** The Premises shall be used solely for cattle grazing, as outlined in the GLMP in accordance with this Agreement. Any other use is prohibited unless expressly authorized in writing by the LESSOR.

5.3 **Prohibited Uses.** Except as expressly authorized, the following uses are prohibited: camping, sport hunting, boating, fishing, construction, land clearing, timber cutting, storage or release of hazardous substances, discharge of firearms, and any illegal, unlawful, wasteful, or nuisance activities without written approval as outlined in the GLMP.

LESSEE must notify and provide any related documentation to the LESSOR of any communications or actions by or with any local, state, or federal law enforcement agency or authority pertaining to operations on the premises or any illegal activities that may have occurred on LESSOR property.

5.4 **Depredation Permit.** Predator control activities require prior written approval from LESSOR by contacting the Grazing Lease Administrator, and full compliance with state and federal laws. Depredation permits from the California Department of Fish and Wildlife are required for any hunting on the property under California Fish and Wildlife Code § 4181 *et seq*. and 14 Cal. Code Reg. § 401(a) *et seq*.

Only LESSEES listed on the lease will be approved to hold a depredation permit. Depredation cannot occur during high recreational times, Federal holidays and/or County of Monterey, Public Works Facilities Parks Department special events.

If granted, LESSEE must submit proof of a valid depredation permit from the California Department of Fish and Wildlife to LESSOR. No hunting shall take place on the property prior to filing verification of a validly issued depredation permit.

6. ENTRY AND ACCESS

6.1 **Entry by LESSOR**. LESSOR and authorized public officials may enter the Premises at reasonable times for inspection, patrol, or lawful purposes.

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6.2 **Entry by peace officers and LESSOR employees**. LESSEE agrees that LESSOR, its employees, County of Monterey or County of San Luis Obispo employees, and any local, state, or federal peace officer may enter the Premises at any time to routinely inspect or patrol the property, investigate any crime, or for any other lawful purpose.

6.3 **Unauthorized Access.** LESSEE shall notify LESSOR of any unauthorized access observed as soon as practicable.

7. GRAZING AND RESOURCE MANAGEMENT

7.1 **Stock Management.** LESSEE shall prevent overgrazing or undergrazing and manage livestock in accordance with this Agreement. LESSOR's determination of overgrazing or undergrazing shall be final. LESSEE shall remove any aggressive or dangerous cattle from the premises, as soon as LESSEE learns or has reason to believe that those cattle possess such tendencies.

7.2 **Over-grazing Remedies.** Upon determination of overgrazing, LESSOR may require herd reduction, removal of stock, or installation of protective fencing. LESSEE shall comply promptly.

7.3 **Undergrazing Remedies.** Upon determination of undergrazing, LESSOR may require LESSEE to implement reasonable corrective actions, which may include adjustments to stocking levels, grazing timing, or pasture management practices.

7.4 **Rangeland Courses.** LESSOR may require LESSEE to complete LESSOR approved courses such as Rangeland Management, Soil Erosion Standards and Control, Fuel Management and/or Water Quality Protection courses.

7.5 **Water Quality Protection** Grazing activities shall be conducted in accordance with the GLMP and in a manner that protects reservoir water quality. Without limitation, LESSEE shall comply with all conservation measures applicable to riparian areas and lands located at or below the High-Water mark identified in Section 2.2, including reduced stocking rates, seasonal or temporary exclusions, and the installation and maintenance of fencing or other protective measures where required by LESSOR.

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7.6 **Use of reservoir water.** LESSEE is authorized to use water properly conveyed from the reservoir for the purpose of watering livestock, subject to the following limitations: water will be used only for the livestock authorized by this Agreement. In using reservoir water, LESSEE shall comply with the GLMP.

7.7 **Surveys and Inspections.** LESSOR and its agents, employees, and contractors may enter the Premises at any reasonable time to conduct inspections, surveys, monitoring, or studies related to resource management, including but not limited to vegetation, wildlife, sensitive or endangered species, habitat conditions, and water quality.

LESSOR shall make reasonable efforts to minimize interference with LESSEE's operations.

7.8 **Protection of Sensitive Resources.** LESSOR reserves the right, at its sole discretion, to identify and require temporary and/or permanent protection of sensitive natural resources on the Premises, including but not limited to habitat, vegetation, and environmentally sensitive areas.

LESSEE shall comply with any restrictions, management measures, or access limitations established by LESSOR to protect such resources. LESSEE may receive a prorated rent credit up to the total annual rent amount for significant impacts to grazing activities, depending on the size and duration of time of the impact.

8. LESSEE IMPROVEMENTS

Lease Improvement: "Lease Improvements" mean any alteration, addition, or installation that materially changes or enhances the Premises beyond routine maintenance or repair, including but not limited to new structures, facilities, or infrastructure.

8.1 **Approval Required.** All Lease improvements, including new fencing and water systems, require prior written approval from LESSOR. Request for improvements shall be submitted by LESSEE as set forth in **Exhibit F (Request for Improvement)**.

LESSOR reserves the right to initiate and complete improvement projects.

Under no circumstances may Lease improvements be removed after installation or construction.

LESSEE shall not offset or deduct any repair costs from rent except as approved by LESSOR.

8.2 **Reimbursement.** Only Lease improvements expressly approved in advance by LESSOR may be eligible for limited reimbursement as set forth in **Exhibit F (Request for Improvement)**.

8.3 **Notice of Completion.** Within 30 days or completion of approved Lease improvements, LESSEE shall provide LESSOR with a Notice of Completion.

8.4 **Compliance with Laws**: LESSEE represents and warrants to LESSOR that any construction performed by, for or on behalf of LESSEE, and LESSEE's current and proposed uses, and the operation of the Premises are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSEE agrees to defend and indemnify LESSOR for any responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances related to LESSEE's use, operations or construction.

9. MAINTENANCE, REPAIR AND INSPECTIONS

Maintenance and Repair: "Maintenance" means routine, recurring activities necessary to keep existing improvements in their current condition and function. "Repair" means work performed to restore an existing improvement to its original condition or functionality without materially altering its design, capacity, or useful life.

9.1 **Maintenance.** LESSEE shall maintain the Premises in a safe, clean, and orderly condition. LESSEE shall promptly notify LESSOR of any damage or conditions requiring repair beyond routine maintenance or affecting public safety, reservoir operations, or natural resources. LESSOR reserves the right to initiate and complete repair and maintenance projects.

9.2 **Fence Maintenance.** LESSEE shall maintain all fences in a stock-tight condition and complete repairs to contain livestock and protect recreational areas as outlined in the GLMP.

9.3 **Reservoir Fencing.** LESSEE shall provide temporary fencing extending into the reservoir and shall comply with LESSOR requirements, including removal prior to inundation and marking for public safety. Any fencing in the water at any level must be identified by buoys, visible for a distance of 200 feet to anyone on the reservoir.

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9.4 **Repair.** All non-routine or structural repairs require prior written approval from LESSOR and must be requested in accordance with **Exhibit G (Request for Repair)**. LESSOR retains sole discretion to approve or deny such requests.

In emergencies posing an immediate threat to public safety, property, or natural resources, LESSEE may take reasonable temporary measures to mitigate the threat, provided LESSOR is notified as soon as practicable, but no later than twenty-four (24) hours after such action.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

9.5 **Reimbursement.** Only repairs expressly approved in advance by LESSOR may be eligible for limited reimbursement as set forth in **Exhibit G (Request for Repair)**.

9.6 **Annual Inspection.** LESSOR reserves the right to conduct annual inspections to verify compliance.

10. PUBLIC WORKS LAWS

Under Section 1720.2 of the California Labor Code, any construction contract to improve property owned or leased by the LESSOR may be considered a "public work" if certain conditions are met. If applicable, LESSEE shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as amended from time to time.

11. INSURANCE AND INDEMNIFICATION

11.1 **Insurance.** LESSEE shall, at its sole cost and expense and at all times during the term of this Agreement, maintain insurance covering its use and occupancy of the Premises. Such insurance shall include Commercial General Liability insurance, written on an occurrence form, with limits of not less than $3,000,000 per occurrence and $5,000,000 aggregate, and Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than $1,000,000 per occurrence. LESSEE shall also maintain coverage sufficient to protect against damage to LESSOR's property arising from LESSEE's activities, with limits of not less than $250,000 unless otherwise approved by LESSOR's Risk Management Division.

All policies shall be issued by insurers authorized to do business in the State of California and having a current A.M. Best rating of not less than A-:VII, and shall name LESSOR, the County of Monterey, and their officers, agents, and employees as additional insureds. Such insurance shall be primary and non-contributory and shall provide at least thirty (30) days' prior written notice of cancellation, non-renewal, or material change (or shall provide such notice in accordance with the policy provisions). LESSEE shall provide certificates of insurance and required endorsements to LESSOR prior to commencement of this Agreement, annually thereafter, and upon request, and shall comply with any additional insurance requirements reasonably established by LESSOR's Risk Management Division.

11.2 **Indemnification.** To the fullest extent permitted by law, LESSEE shall indemnify, defend, and hold harmless LESSOR, the County of Monterey, and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or in any way connected with LESSEE's use or occupancy of the Premises, the performance of this Agreement, or the acts or omissions of LESSEE and its officers, employees, agents, contractors, or invitees. This obligation includes, without limitation, claims involving bodily injury, death, property damage, or environmental contamination, including those arising from fires, vehicles or equipment, or the release of fuel or hazardous materials. This obligation shall not apply to the extent such claims arise from the sole negligence or willful misconduct of LESSOR or the County of Monterey.

12. TERMINATION AND DEFAULT

12.1 **Termination for Cause.** LESSOR may terminate this Lease during the Lease term for any default as described in Sections 12.4 and 12.7 below.

12.2 **Termination Without Cause.** LESSOR reserves the right to terminate this Lease during the Lease term without cause with a sixty (60) day written notice.

12.3 **Destruction of property.** If the Premises is completely damaged by fire or other natural disaster, such that LESSOR determines that LESSEE must vacate the Premises, either party may terminate this Lease immediately by giving notice to the other party. Damages and/or destruction caused by LESSEE may be recovered by LESSOR.

12.4 **Default**. If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR's option, exercise any or all rights available to a LESSOR under the laws of the State of California:

a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default; or

b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter fails to diligently pursue such cure to completion; or

c. LESSEE is adjudicated bankrupt; or

d. LESSEE'S lease interest is sold under execution of judgment.

12.5 **Notice of default.** Notice of default is sufficient if it is in writing, identifies the act, omission, or condition that constitutes the default, and is served upon LESSEE in the manner provided by this Lease for the giving of notice.

12.6 **Remedies.** If LESSEE fails to cure a prospective default within the time frames outlined above, if any, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

12.7 **Termination following notice to cure.** In the event that LESSEE defaults under any provision of this Agreement the LESSOR may, if such default is not cured within 30 days following written notice given by the LESSOR to LESSEE, elect to terminate this Agreement. Such termination is effective upon the expiration of the 30 day cure period and a written "notice of election to terminate" being served upon LESSEE by the LESSOR.

Such election to terminate in no way absolves LESSEE from any obligations under this Agreement, including the payment of any rent then owing, or the obligation to return the property in substantially similar condition to that at the effective date of this Agreement.

13. ASSIGNMENT AND SUBLETTING

LESSEE has no right to assign this Agreement to any party or entity, or in any manner sublease, transfer, or in any manner encumber, the subject property, without the prior written consent of the LESSOR.

14. GENERAL PROVISIONS

14.1 **Time Limit and Prior Tenancy.** It shall be the LESSOR's responsibility to remove any prior LESSEE on the Premises at LESSOR's sole cost and expense.

14.2 **Mechanic's Liens.** LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such LESSEE or on its behalf.

14.3 **Waiver:** The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition of this agreement.

14.4 **Quiet possession:** LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR any person claiming under LESSOR, subject to the terms of this Lease.

15. MISCELLANEOUS PROVISIONS

15.1 **Time is of the Essence.** Time is of the essence as to each and every provision of this Lease.

15.2 **Binding Effect.** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

15.3 **Invalidity.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

15.4 **Authority.** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and to bind the party to the terms and conditions of this Lease.

15.5 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

15.6 **Integration:** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSOR signs this Lease.

15.7 **Successors and Assigns.** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, representatives, assigns, and heirs.

15.8 **Headings.** The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

15.9 **Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of California.

15.10 **Construction of Lease.** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease 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 lease or any amendment to this Lease. The parties agree that they have been afforded an opportunity to have this Agreement reviewed by counsel of their choice. In interpreting this Agreement there shall be no presumption based upon the authorship of this Agreement.

15.11 **Counterparts.** This Lease 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 Lease.

15.12 **Consent to Use Electronic Signatures.** The Parties to this Lease consent to the use of electronic signatures via DocuSign to execute this Lease. The Parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Lease hereby authenticate and execute this Lease, and any and all Exhibits to this Lease,

with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

15.13 **Disputes; consultations by parties.** In the event that any problem or issue arises with respect to the implementation or interpretation of the Agreement, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue. In such event, the general manager of LESSEE will meet with the General Manager of LESSOR or his/her designee to reach a mutually satisfactory and reasonable conclusion.

If the parties cannot resolve the dispute pursuant to the preceding paragraph above, the Parties agree to mediate any disagreements in good faith. Should either Party determine the dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

15.14 **LESSOR's Lease Administrator.** LESSOR's General Manager or designee shall act as the Lease Administrator for LESSOR.

16. NOTICES

16.1 **Written notices**: All notices, correspondence, and other written communications required or permitted under this Lease shall be deemed effective when provided in writing, whether transmitted electronically via email, personally delivered, or deposited in the United States mail, sent certified with postage prepaid and properly addressed.

16.2 **Service of notices**: All notices, correspondence, or other written communication related to this Agreement shall be sent to the following:

LESSEE:
Name
Address
City, State, Zip
Email:

LESSOR:
Grazing Lease Administrator
Monterey County Water Resources Agency
1441 Schilling Pl., N. Bldg.
Salinas, CA 93901
Email: WRAleaseadmin@countyofmonterey.gov

16.3 **Emergency contact:** in the event of an emergency, LESSEE shall contact the LESSOR's emergency contact which will be provided upon lease execution and updated as necessary.

17. EXHIBIT LIST

Exhibit A (Grazing Lease Management Plan)

Exhibit B (Start-up Tasks)

Exhibit C (Description of Premises)

Exhibit D (Schedule of Fees and Expenses)

Exhibit E (Special Conditions of Premises)

Exhibit F (Request for Improvement)

Exhibit G (Request for Repair)

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This Section Intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last written below.

LESSOR:
Monterey County Water Resources Agency

By:_____
Ara Azhderian, General Manager

Date:_____

LESSEE:
Lessee Name(s)

By:_____

Name: _____

Date:_____

Approved as to Form:
County Counsel

By:_____
Chief Assistant County Counsel

Date:_____

By:_____

Name: _____

Date:_____

Approved as to Fiscal Provisions:

By:_____
County Auditor/Controller

Date:_____

By: _____
Administrative Office

Date: _____

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Exhibit A
Grazing Land Management Plan - GLMP

This Grazing Lands Management Plan ("GLMP") establishes the minimum standards and expectations of the LESSOR for the responsible use, maintenance, and stewardship of LESSOR-owned lands leased for livestock grazing. The purpose of this GLMP is to provide clear guidance to all LESSEEs regarding the following required practices and procedures:

Cattle Grazing Definition.
The controlled use and management of cattle for the consumption of forage and vegetation within a designated area.

Prohibited Uses.
Camping: including any overnight occupancy, lighting of any campfires, events or other activities associated with camping, including but not limited to erecting of tents, parking of recreational vehicles, trailers, or other temporary structures.

Sport Hunting: hunting for sport is strictly prohibited on the property at all times.

Boating: including but not limited to installation of any ramp, dock, slip, or other such boating launch or mooring structures on the reservoir.

Fishing: unless LESSEE is given prior written approval from the LESSOR, no fishing is permitted in the reservoir from the Premises.

Clearing land: LESSEE shall not clear any portion of the land and shall not cut any standing trees on the land, without first obtaining the written approval from LESSOR.

Timber Cutting: LESSEE may only cut and remove dead fallen wood on AGENCY lands under the lease agreement, for the purpose of improving grazing and to reduce fuel levels for fire concerns. The cut wood is for personal use only and not for sale or trade. If LESSEEs are in need of labor assistance to cut wood they may request approval from the AGENCY prior to removal of any wood. All stumps, limbs and branches shall be stacked in a pile when cutting is complete.

Fire Season Limitations: LESSEE shall only cut and remove wood when fire season is over and

no fire concerns are present. The use of a CAL FIRE legal burn permit can be requested by LESSEE to the AGENCY first for approval prior to the issuance of a CAL FIRE burn permit for use on AGENCY lands.

Firearms: the discharge or shooting of any firearm, including but not limited to rifles, handguns, pistols, crossbows, or other projectile weaponry are not permitted on the premises at any time, for any purpose, except as approved in writing by LESSOR.

Trespass: LESSEE must report to the LESSOR any trespass or encroachment onto LESSOR property by an adjoining or neighbouring property owner as soon as LESSEE becomes aware of such activity.

No waste, nuisance, or unlawful use: Lessee shall not commit or permit others to commit waste on the premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises.

Water Quality Protection.

Grazing activities shall be managed to protect reservoir water quality, soil stability, and vegetation health. LESSEE shall adjust stocking rates, timing, and livestock distribution in response to forage conditions, weather, and fluctuating reservoir levels. Lands above the high-water mark (800 feet at Nacimiento Reservoir; 780 feet at San Antonio) are generally available for grazing, while lands below the high-water mark are variable, sensitive, and subject to reduced stocking, seasonal restrictions, or exclusion as directed by LESSOR. Livestock shall be removed from such areas when conditions warrant.

LESSEE shall limit livestock access to shoreline and riparian areas as necessary to prevent erosion, bank destabilization, and sediment or nutrient delivery to the reservoir, including through the use of fencing, herding, or other management practices.

LESSEE shall monitor site conditions and modify operations as needed to prevent water quality degradation. LESSOR may require additional or adaptive management measures, including exclusion areas, to protect reservoir resources.

Use of Reservoir Water.

Use of reservoir water for livestock shall be conducted in a manner that protects water quality, shoreline stability, and overall reservoir resources. Such use must be reasonable and shall avoid or minimize conditions that could degrade water quality, including excessive bank

disturbance, erosion, sedimentation, or concentration of livestock in sensitive shoreline areas. Livestock access shall be limited to designated or approved access points, if any, and managed to reduce impacts to reservoir shoreline and adjacent upland areas, particularly during periods of low water levels or when soils are saturated and more susceptible to damage.

Use of Other Water Sources.
If LESSEE has access to other water sources, that originate off of the Premises, then LESSEE must obtain written approval from LESSOR prior to the use of any external water source.

Standards for fencing.
Standards for installation, inspection, repair, and ongoing maintenance of all perimeter and interior fencing to ensure livestock containment, protection of LESSOR property, and prevention of trespass, shall be followed by LESSEE. The standards include:

Barbwire fencing: Shall be 4 strands barbed wire, bottom wire will be barb-free for animal safety. T-posts that are 1.33 pounds per foot by 6 feet tall shall be placed every 12 feet and driven 24 inches into the ground. Metal brace posts shall be constructed of 2-7/8-inch diameter pipe and must be driven 42 inches into the ground.

Roads.
LESSEE shall be responsible for maintaining roads, so they are passable in a four-wheel drive vehicle throughout lease duration. Vegetation in roadways shall be cleared by LESSEE to prevent fire danger by vehicles and equipment. Trees, limbs, and other woody vegetation encroaching into roadways shall be trimmed or removed as necessary to maintain safe and adequate vehicle access.

Gates.
LESSEE shall keep gates closed at all times. LESSOR shall install and maintain its own separate gate locks for access to Premises. LESSEE shall report any unknown locks or gate access issues to LESSOR immediately.

Signage & Surveillance.
General Signs: LESSEE shall not place signs or advertisements upon the Premises, except for directional, safety, or signs required by this Lease or by applicable law. At the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal.

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Grazing livestock notices: LESSOR will at no cost to LESSEE, provide signs regarding presence of grazing livestock in areas of public access. It shall be the responsibility of LESSEE to post and maintain all grazing signage and to notify the LESSOR of any need for replacement of signs.

Cameras/Surveillance: LESSEE shall provide written notice to LESSOR regarding the use and location of any cameras or surveillance devices installed on the leased premises. LESSOR reserves the right to install cameras or surveillance devices on the premises and shall provide notice to LESSEE prior to installation.

Livestock Control and Escapes.
LESSEE shall maintain adequate control of livestock at all times and shall take all reasonable measures to prevent livestock from leaving the Premises. In the event livestock escape or are discovered outside the lease boundaries on adjacent lands, LESSEE shall make immediate efforts to locate and return such livestock and shall notify LESSOR's General Manager or designee within forty-eight (48) hours of becoming aware of the escape.

Designated/Authorized Representative (Ranch Foreman).
LESSEE is required to provide contact information for designated/authorized representative(s) and points of contact responsible for day-to-day grazing management and coordination with LESSOR staff.

Designated/authorized representative(s) must be qualified and experienced individuals in cattle grazing operations and shall be available to LESSOR by phone during regular business hours, and for emergencies after hours and weekends.

All designated/authorized personnel shall sign the GLMP acknowledging and agreeing that they have read, understand, and shall fully comply with the standards, requirements, procedures and terms set forth in the Grazing Lease and GLMP.

Authorized Access List.
Lessee shall annually, at the time rent is due, provide LESSOR a written list of all individuals authorized to access the Premises. Only those listed individuals may enter, and only through LESSOR-approved access points. LESSEE shall ensure compliance and promptly provide written updates for any changes.

Lease subject to recreational use of reservoir.

If any of the Premises is inundated by the waters stored in the reservoir, LESSEE shall allow the boating public free access over the inundated portions of the Premises. The boating public may also use the beaches immediately adjacent to the shoreline, during daylight hours, provided that LESSEE does not provide overland access to those beaches. If recreational use interferes with LESSEE's use of the property, or for other good reason, LESSOR may post any shoreline on the Premises as "off limits" to the general populace and post "No Trespassing" signs on shoreline a distance of no less than fifty (50) feet from the shore at no cost to LESSEE. At LESSEE's request, LESSOR shall provide LESSEE with "No Trespassing" signs, at no cost to LESSEE, citing California Penal Code section 602.

Notification to Lessor.

LESSEE shall maintain timely communication with LESSOR regarding operational activities and any conditions that may affect LESSOR's lands, resources, or infrastructure. Such communication shall include, but not be limited to, maintenance needs, incidents or emergencies, interactions with the public (including recreational patrons), contacts with law enforcement or regulatory agencies (including environmental health), and any other noteworthy events occurring on the Premises. LESSEE shall promptly notify LESSOR of any situation requiring attention or response and provide follow-up information as reasonably requested.

Acknowledgment.

By signing below, LESSEE hereby acknowledges, represents, and agrees that it has read, understands, and shall fully comply with the standards, requirements, and procedures set forth in this Grazing Lands Management Plan. LESSEE further acknowledges and agrees that failure to comply with any provision of this GLMP shall constitute a material breach of the Lease and may result in termination of the Lease and any other remedies available to the AGENCY under the Lease or applicable law.

LESSEE Signature: _____ Date: _____

Printed Name: _____

Representative Signature: _____ Date: _____

Printed Name: _____

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Grazing Lease No.: _____

EXHIBIT B

Start-Up Tasks

The following start-up tasks constitute mandatory conditions of this Lease and shall be completed by the LESSEE within the timeframes set forth herein. These requirements are established to ensure compliance with all applicable laws, regulations, and Agency policies, and to facilitate the orderly, safe, and effective implementation of grazing operations on Agency lands. The Agency reserves the right to withhold authorization for livestock operations, restrict access to the leased premises, or take other appropriate administrative action in the event the LESSEE fails to satisfy any of the requirements within the specified timeframes.

1. **Mandatory Lease Implementation & Compliance Meeting**
   The Lessee shall attend an in-person Lease Implementation and Compliance meeting, to be scheduled for November 2, 2026, to conduct a review and discussion of lease expectations, applicable rules, policies and related requirements.

2. **Rent Payment**
   Rent payment must be submitted on the day of lease execution.

3. **Insurance Certificate**
   LESSEE is solely responsible for obtaining and submitting the required insurance certificate and all associated endorsements to the Grazing Lease Administrator within thirty (30) days of lease execution.

4. **Designated/Authorized Representatives**
   LESSEE is required to provide contact information for designated/authorized representatives to the Grazing Lease Administrator, upon lease execution as outlined in Exhibit A – Grazing Land Management Plan (GLMP).

Within thirty (30) days of Lease execution, the LESSEE and all designated personnel, including any foreman or individuals responsible for on-site grazing operations, shall review, acknowledge, and execute the GLMP. Execution of the GLMP shall constitute written confirmation that the LESSEE and all designated personnel have read, understand, and agree to comply with all applicable terms, conditions, and operational requirements set forth therein.

5. **Lease Access**
   The LESSEE must provide the Agency with the keys, lock combinations, or codes to all access points associated with the lease as shown in **Exhibit C (Description of Premises)** within thirty (30) days of lease execution.

6. **Grazing Land Initial Assessment**
   LESSEE shall submit any grazing land questions, observations, or concerns in writing to the Grazing Lease Administrator. LESSEE may request an on-site meeting with Agency staff to review grazing operations, management expectations, site conditions, and any questions or concerns related to the Lease or Grazing Lease Management Plan (GLMP) within thirty (30) days of lease execution.

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EXHIBIT C
Description of Premises

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EXHIBIT C
Description of Premises – San Antonio Lease 1 & 2

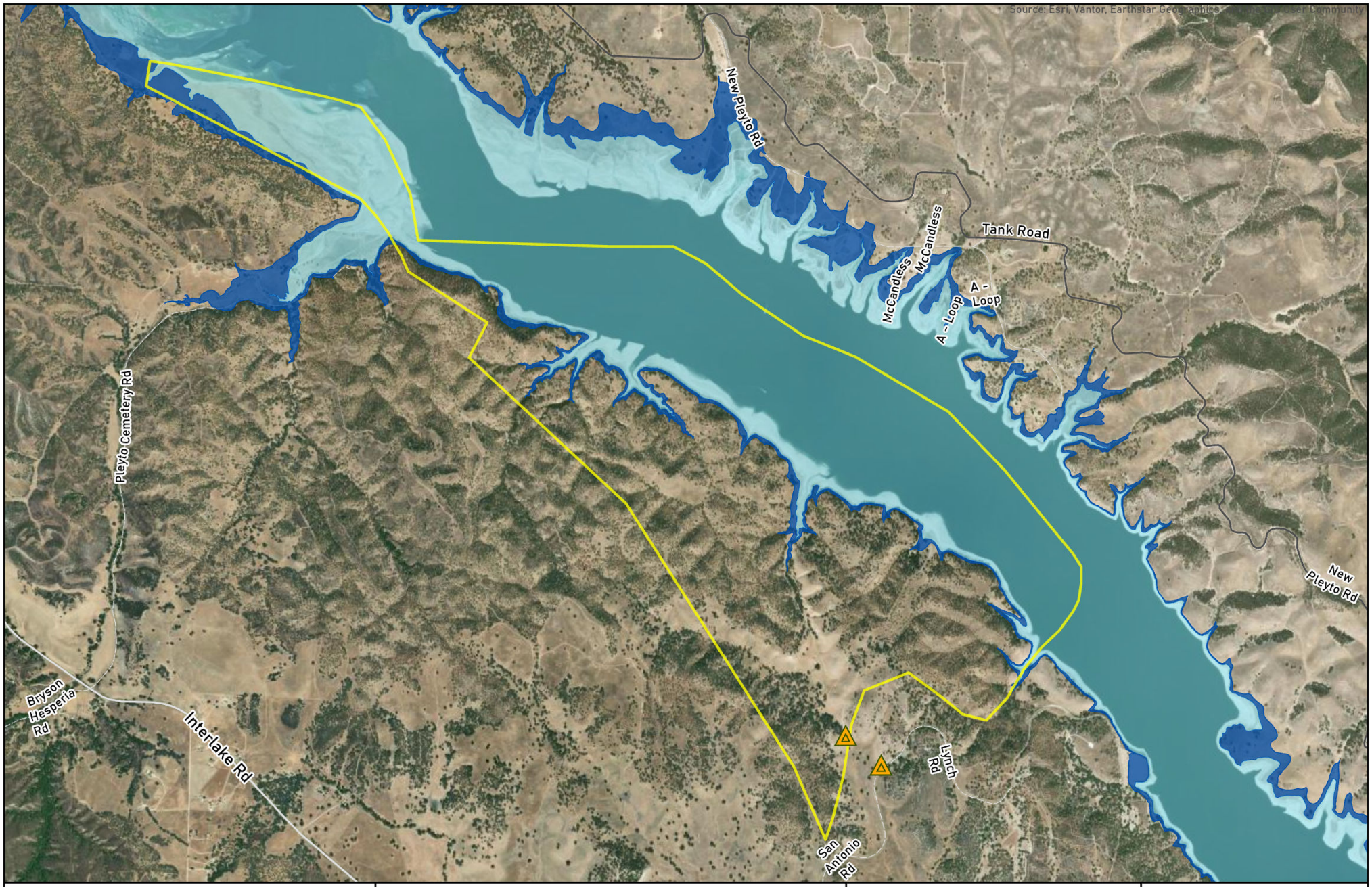
Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the SAN ANTONIO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit "C".

San Antonio Grazing Lease 1
Grazing Lease 1 Contains approximately 2210 total acres, 1290 acres above the high-water line and 920 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 219-011-004-000 (portion), 219-011-015-000 (portion), 219-021-001-000 (portion), 219-021-002-000 (portion), 219-021-003-000 (portion), 219-021-007-000 (portion)

San Antonio Grazing Lease 2
Grazing Lease 2 Contains approximately 1660 total acres, 950 acres above the high-water line and 710 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 219-011-015-000 (portion), 219-021-001-000 (portion), 424-061-018-000 (portion)



Grazing Lease 1
San Antonio Reservoir
L1-SA

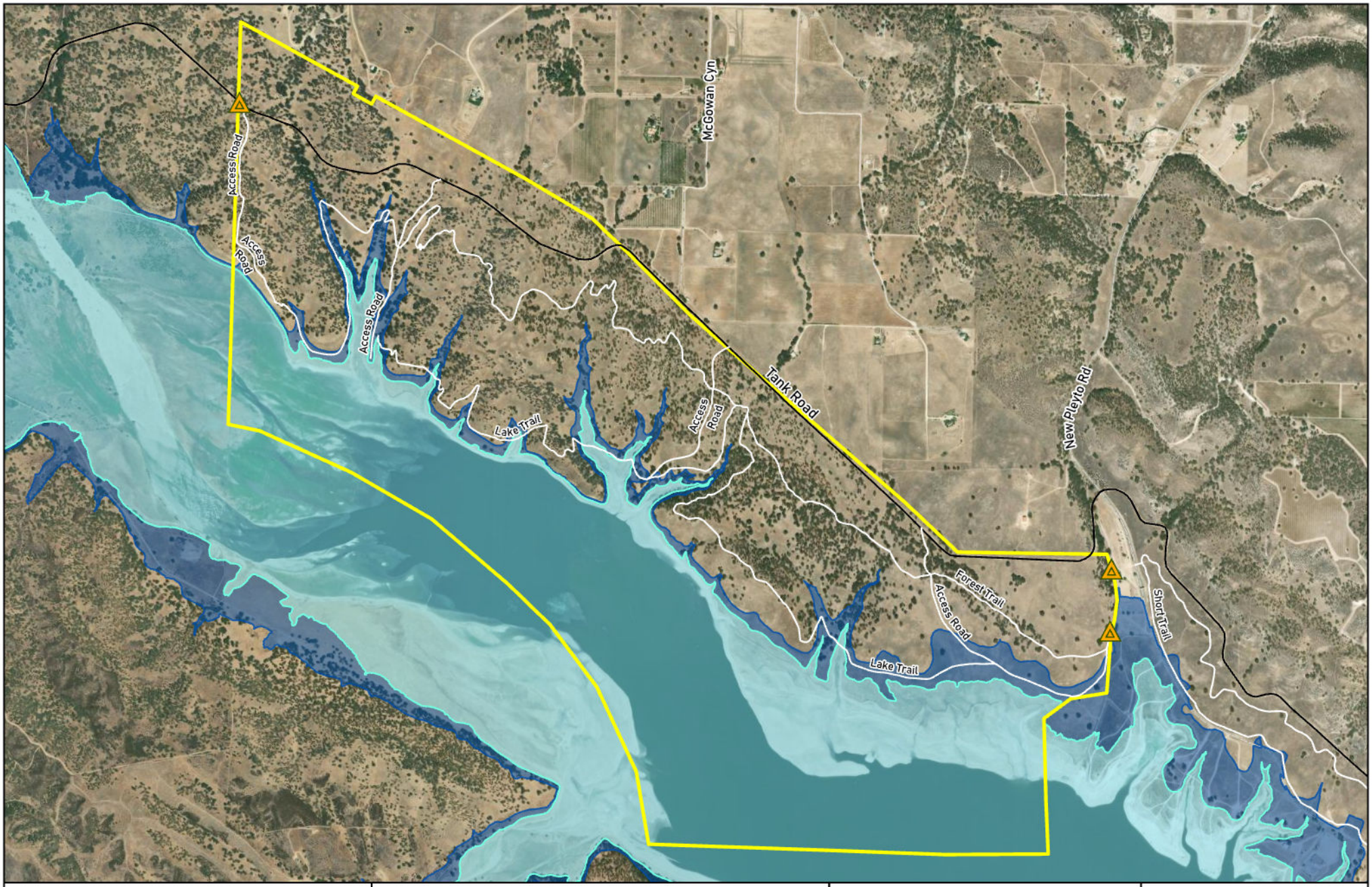
Legend

- Lease Boundary
- Gate Access
- 800-Foot Floodage Easement
- 780-Foot High Water Mark

N W E S

0 1,250 2,500 3,750 5,000 Feet

Monterey County Water Resources Agency
Date : 5/13/2026



Grazing Lease 2
San Antonio Reservoir
L2-SA

Legend

- Lease Boundary
- Gate Access
- 800-Foot Floodage Easement
- 780-Foot High Water Mark

N W E S

0 750 1,500 2,250 3,000 Feet

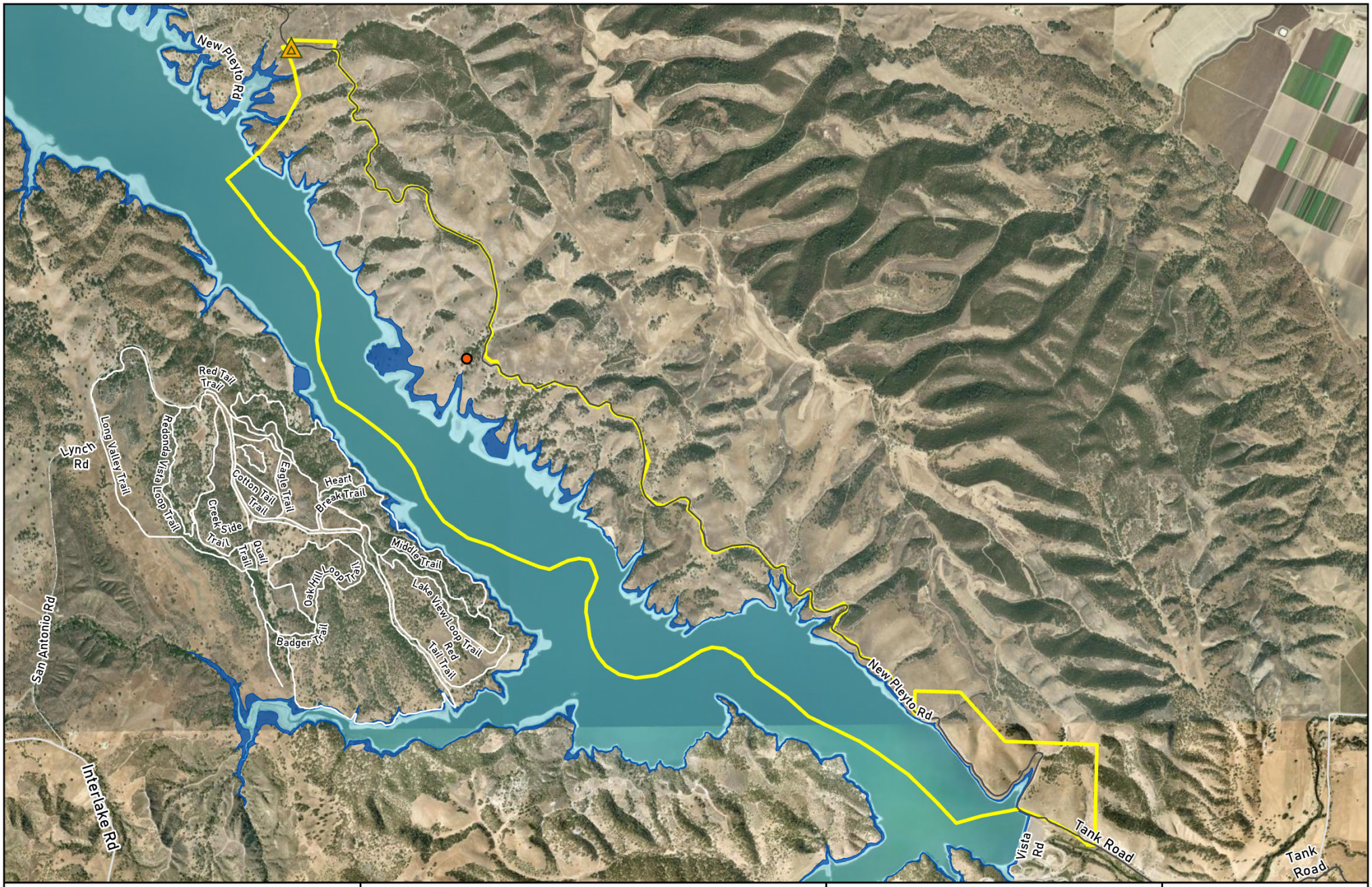
Monterey County Water Resources Agency
Date : 3/25/2026

EXHIBIT C
Description of Premises – San Antonio Lease 3

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the SAN ANTONIO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit "C".

Grazing Lease 3 Contains approximately 2670 total acres, 1500 acres above the high-water line and 1170 acres below the high water line.
In case of a discrepancy between words and figures, the words shall prevail.

Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 424-061-018-000, 219-021-003-000, 219-021-007-000, 219-021-006-000, 219-021-005-000, 424-091-064-000, 424-091-065-000,



Grazing Lease 3
San Antonio Reservoir
L3-SA

Legend

- Lease Boundary
- Gate Access
- Well
- 800-Foot Floodage Easement
- 780-Foot High Water Mark

N W E S

0 2,000 4,000 6,000 8,000 Feet

Monterey County Water Resources Agency
Date : 5/28/2026

EXHIBIT C

Description of Premises – San Antonio Lease 4 & Nacimiento Lease 1

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to SAN ANTONIO RESERVOIR and NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit "C".

San Antonio Grazing Lease 4

San Antonio Grazing Lease 4 Contains approximately 1100 total acres, 680 acres above the high-water line and 420 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 424-091-065-000 (portion), 424-091-064-000 (portion), 219-021-006-000 (portion), 219-021-005-000 (portion), 424-091-035-000 (portion), 424-091-051-000

San Luis Obispo County Assessor Parcel Number: Parcel and/or portion of parcel; 080-034-003-000, 080-034-018-000 (portion)

Nacimiento Grazing Lease

Nacimiento Grazing Lease 1 Contains approximately 335 total acres, 179 acres above the high water line and 156 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

San Luis Obispo County Assessor Parcel Number: Parcel and/or portion of parcel; 080-073-006-000, 080-076-003-000 (portion), 080-077-003-000 (portion), 080-077-002-000 (portion), 080-073-009-000 (portion



Grazing Lease 4
San Antonio Reservoir
L4-SA

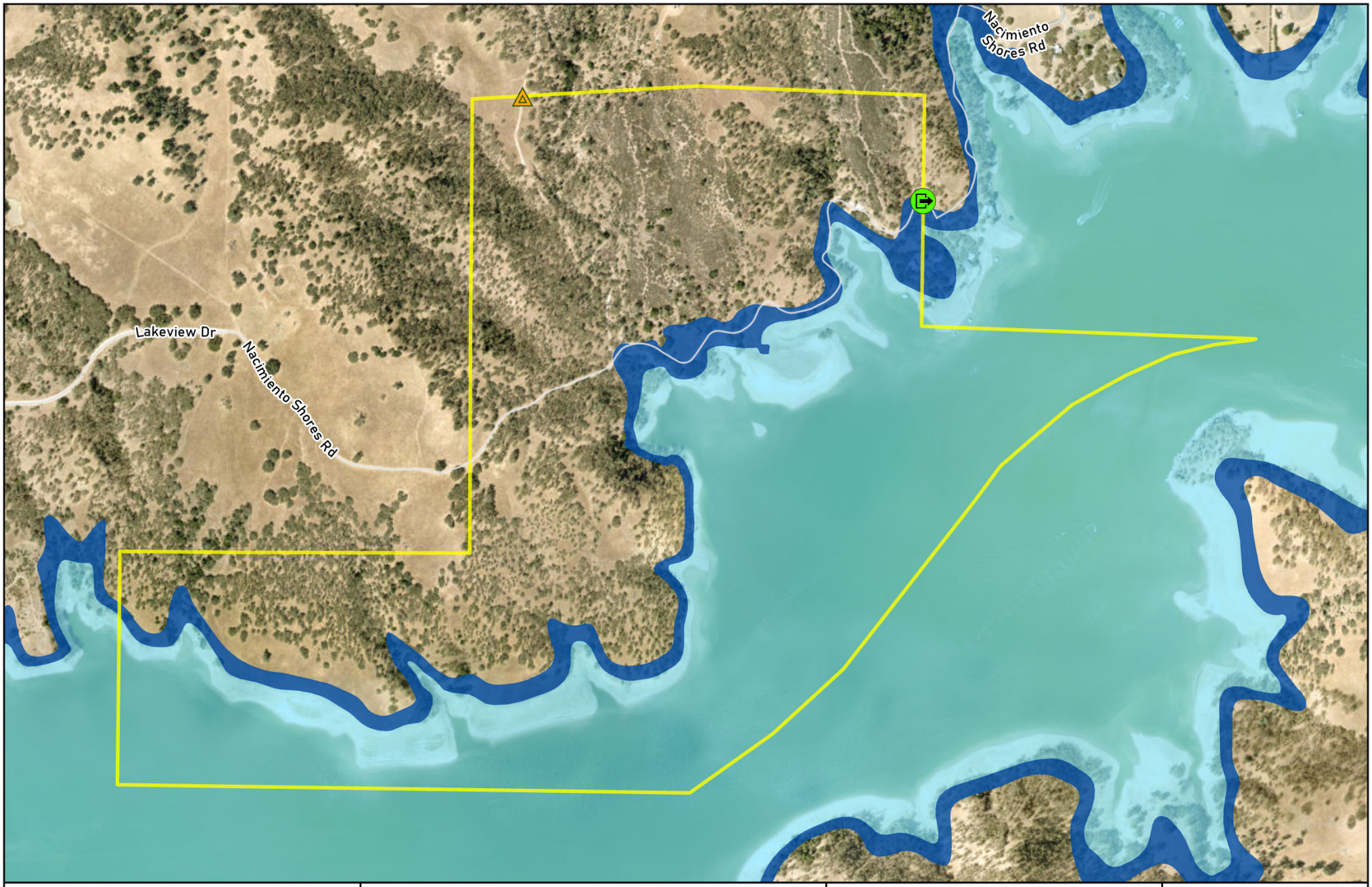
Legend

- Lease Boundary
- Gate Access
- 800-Foot Floodage Easement
- 780-Foot High Water Mark

N
W E
S

0 1,000 2,000 3,000 4,000 Feet

Monterey County
Water Resources Agency
Date : 3/25/2026



Grazing Lease 1
Nacimiento Reservoir
L1-NAC

Legend

- Lease Boundary
- Gate Access
- Oak Shores Emergency Egress
- 825-Foot Floodage Easement
- 800-Foot High Water Mark

N W E S

0 350 700 1,050 1,400 Feet

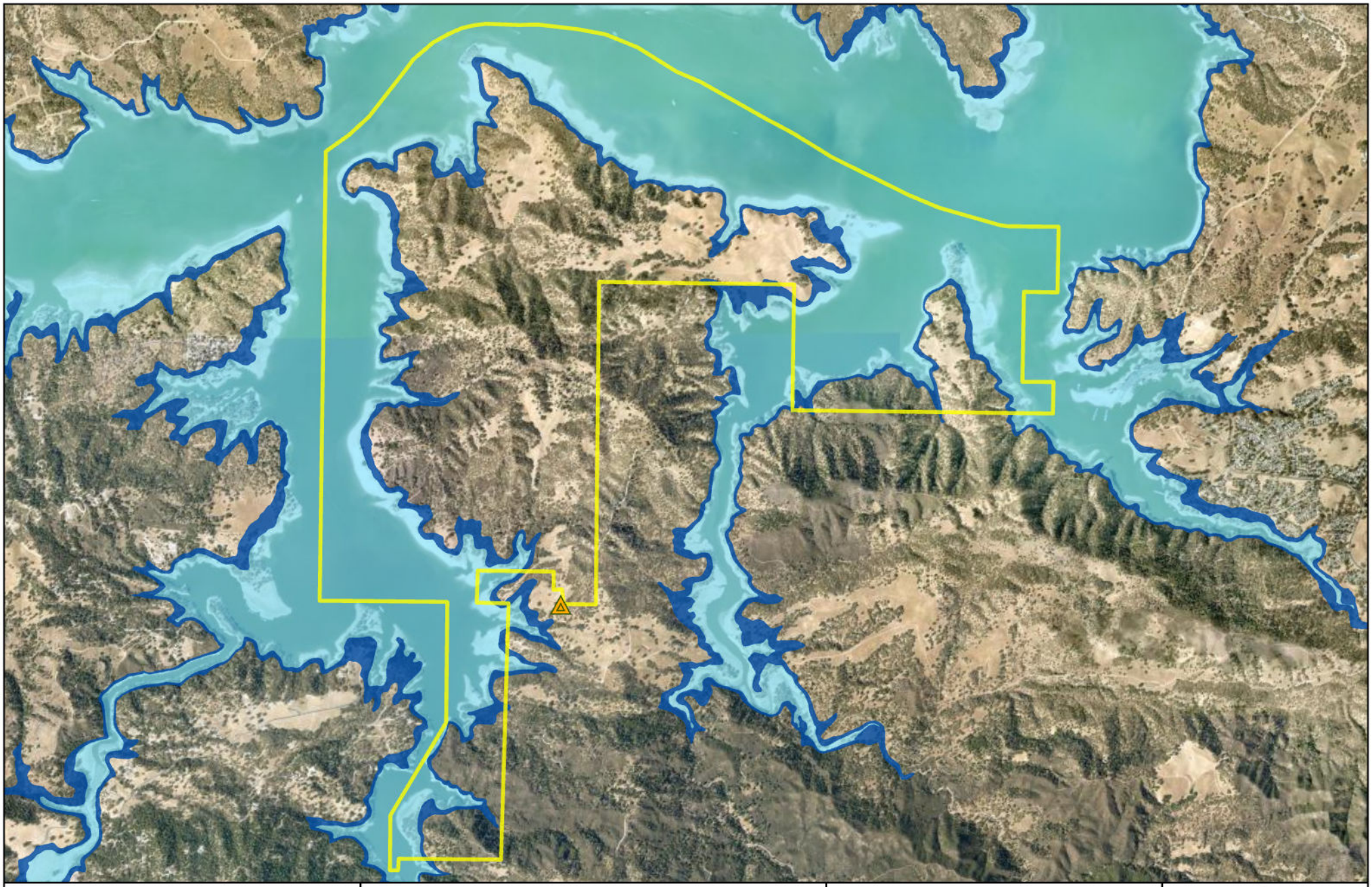
Monterey County Water Resources Agency
Date : 5/28/2026

EXHIBIT C
Description of Premises – Nacimiento Lease 2

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit "C".

Grazing Lease 2 Contains approximately 2480 total acres, 1202 acres above the high water line and 1278 acres below the high water line. In case of a discrepancy between words and figures, the words shall prevail.

San Luis Obispo County Assessor Parcel Number: Parcels and/or portion of parcels; 080-081-011-000 (portion), 080-121-013-000, 080-081-003-000 (portion), 080-081-010-000, 080-077-001-000, 080-077-002-000 (portion), 080-077-003-000 (portion), 080-081-004-000 (portion), 080-111-001-000 (portion), 080-121-015-000, 080-111-004-000, 080-111-003-000



Grazing Lease 2
Nacimiento Reservoir
L2-NAC

Legend

- Lease Boundary
- Gate Access
- 825-Foot Floodage Easement
- 800-Foot High Water Mark

N
W E
S

0 1,000 2,000 3,000 4,000 Feet

Monterey County
Water Resources Agency
Date : 4/1/2026

EXHIBIT C

Description of Premises – Nacimiento Lease 3A & 3B

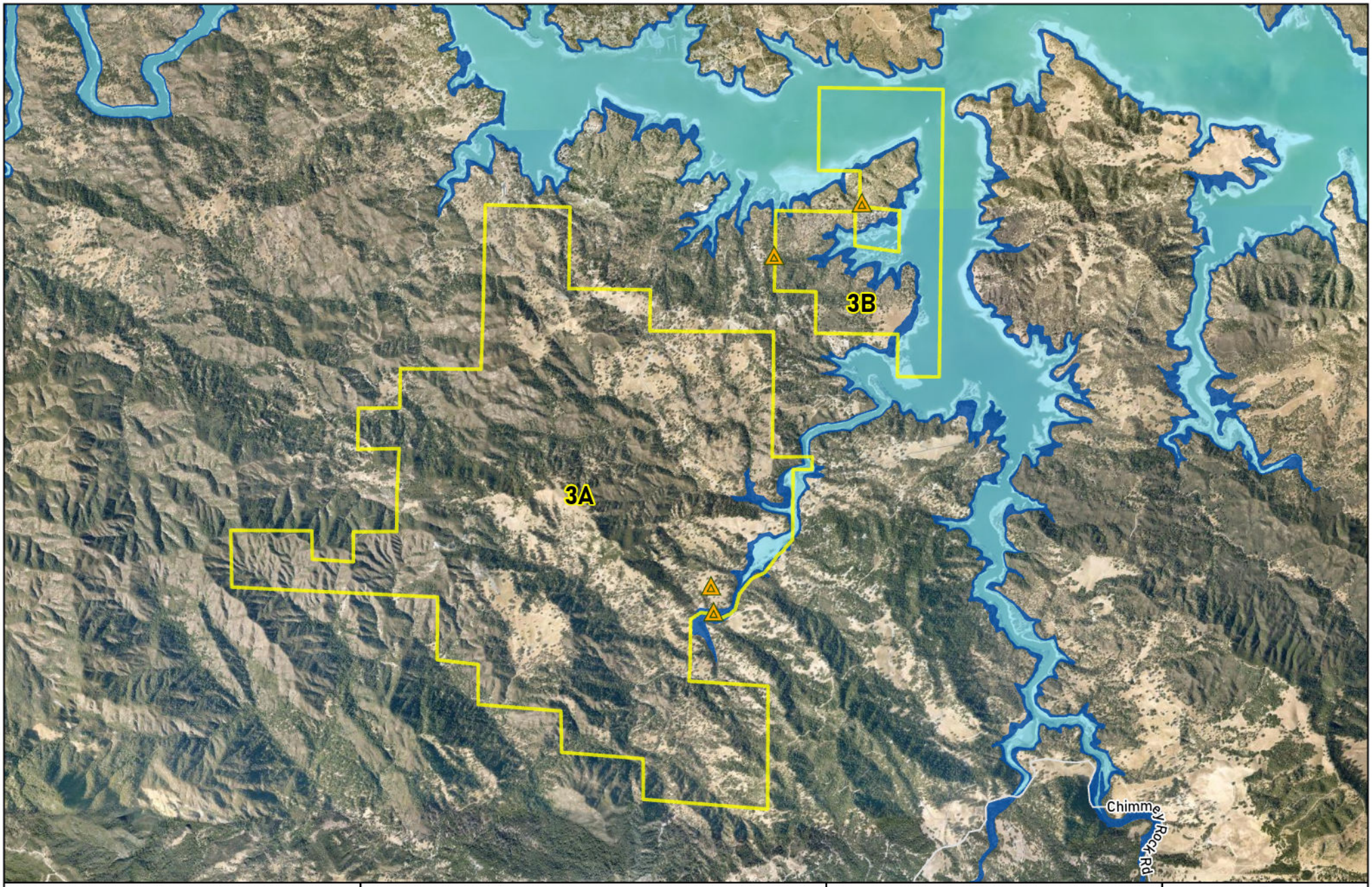
Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit "C".

Grazing Lease 3A & 3B Contains approximately 4779 total acres, 4302 acres above the high-water line and 477 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

San Luis Obispo County Assessor Parcel Number: Parcels and/or portion of parcels;

3A: 080-067-007-000, 080-113-011-000, 080-101-008-000, 080-101-007-000, 080-111-008-000, 080-111-009-000, 014-011-004-000, 014-011-005-000, 080-051-010-000, 080-051-003-000, 080-051-009-000, 080-051-008-000

3B: 080-076-006-000, 080-114-010-000, 080-076-003-000 (portion), 080-077-003-000 (portion),
080-077-002-000 (portion), 080-111-001-000 (portion)



Grazing Lease 3A & 3B
Nacimiento Reservoir
L3-NAC

Legend

- Lease Boundary
- Gate Access
- 825-Foot Floodage Easement
- 800-Foot High Water Mark

N W E S

0 2,000 4,000 6,000 8,000 Feet

Monterey County Water Resources Agency
Date : 4/1/2026

EXHIBIT D
Schedule of Fees and Expenses

Name	Purpose	Amount/Rate
Non-compliance	A fee will be assessed for each additional inspection or follow-up required to address deficiencies, including but not limited to untimely or incomplete LESSEE reporting, failure to meet documentation requirements, or issues identified during an annual inspection.	Flat fee: $250 per inspection or correspondence required
Late Charge	Assessed on balances 30 days after they come due.	Ten percent (10%) of the overdue amount
Lease Violation (Breach)	A contractual penalty assessed when breaches of lease occur.	First breach: $500 Second breach: $1,000 Third breach: Termination
Property Clean-Up Fee	Fee for clean-up, such as pollution, dumping, abandoned Property	Actual costs of clean-up and all staff time, plus ten percent (10%) Administrative Fee

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Exhibit E
Special Conditions of Premises

Nacimiento Lease 2

1. **Private Property Within Lease Area.**
   LESSEE acknowledges the existence of a private property parcel, located off of Angus Ranch Way, within the main gate area of the Premises and shall not interfere with lawful access to such property. Easement document available upon request.

Exhibit E
Special Conditions of Premises

Nacimiento Lease 3A and 3B

1. **Running Deer Gate Access.**
   LESSEE acknowledges that the Premises are located within the locked Running Deer gate area, a private community located on the southern portion of Nacimiento Reservoir, and slightly East of the grazing lease. Access may be subject to gate restrictions and coordination requirements. LESSEE must coordinate with Agency staff and the Running Deer private community to ensure gate codes are up to date for access.

2. **South Nacimiento Road Association Roadway.**
   Lease Area 3A contains a paved roadway providing access to private lake communities pursuant to agreements with the South Nacimiento Road Association ("SNRA"). LESSEE shall not obstruct or interfere with roadway access or authorized use. Agreement document available upon request.

3. **Private Dirt Road Easements.**
   Lease Area 3A is subject to dirt road easements benefiting adjacent private property parcels. LESSEE shall not interfere with lawful easement access or use. Easement documents are available upon request.

4. **Seasonal Creek Crossing.**
   LESSEE acknowledges that the main lease road includes a creek crossing that may become impassable during storm events, or periods of high flow, or when reservoir elevations are high. LESSOR makes no guarantee regarding uninterrupted access during such conditions.

Exhibit E
Special Conditions of Premises

San Antonio Lease 1

No additional lease-specific provisions apply to this Lease. Any future agreements or amendments applicable to this Lease area may be incorporated upon execution by the Parties.

San Antonio Lease 2

1. **Access Through North Shore San Antonio Park Campgrounds**

   LESSEE acknowledges that access to the Premises is provided through North Shore San Antonio Park and shall comply with all applicable Agency and County of Monterey, County Public Works, Facilities, and Parks Department access requirements. Parks Department Administration will be given names of LESSEE and foreman for access. LESSEE and foreman shall comply with all access restrictions, operating hours, gate procedures, vehicle restrictions, speed limits, safety requirements, and other conditions established for the use of park roads, gates, and facilities. LESSEE shall be responsible for obtaining and maintaining any required access permissions and shall not allow unauthorized persons to enter the Premises through Agency or County-controlled access points.

2. **Equestrian Facility and Trail Use.**
   LESSEE acknowledges the existence of the Los Robles Equestrian Facility and associated trail system located within or adjacent to the Premises. Public and authorized equestrian access through the lease area shall not be obstructed by LESSEE.

3. **Fort Hunter Liggett Tank Road Easement.**
   The Premises are subject to the terms and conditions of the Fort Hunter Liggett Tank Road easement. LESSEE shall not interfere with lawful use of the easement. The road easement begins at the northwest boundary of the lease, spans the entire length of the lease, and ends at the southeast boundary line of the lease. Easement document available upon request.

4. **Fence Maintenance Requirements.**
   LESSEE acknowledges that seasonal and annual fence maintenance may be required to prevent cattle from entering adjacent properties, including the North Shore San Antonio Park and the United States Army property.

Exhibit E
Special Conditions of Premises

San Antonio Lease 3

1. **Access Through North Shore San Antonio Park Campgrounds.**
   LESSEE acknowledges that access to the Premises is provided through North Shore San Antonio Park and shall comply with all applicable Agency and County of Monterey, County Public Works, Facilities, and Parks Department access requirements. Parks Department Administration will be given names of LESSEE and foreman for access. LESSEE and foreman shall comply with all access restrictions, operating hours, gate procedures, vehicle restrictions, speed limits, safety requirements, and other conditions established for the use of park roads, gates, and facilities. LESSEE shall be responsible for obtaining and maintaining any required access permissions and shall not allow unauthorized persons to enter the Premises through Agency or County-controlled access points.

2. **Fort Hunter Liggett Tank Road Easement.**
   The Premises are subject to the Hunter Liggett Tank Road easement. LESSEE shall not interfere with lawful use of the easement. The road easement begins at the northwest boundary of the lease, spans the entire length of the lease, and ends at the southeast boundary line of the lease. Easement document available upon request.

3. **Existing Water Well.**
   LESSEE acknowledges the existence of a water well located on the Premises that supplies water to an adjacent private property. LESSEE shall not interfere with the operation, maintenance, or access associated with such well.

4. **Reservoir Water Agreement.**
   LESSEE acknowledges that the Agency maintains an existing agreement authorizing the delivery or use of reservoir water for cattle operations on an adjacent private property. LESSEE shall not interfere with activities authorized under such agreement. LESSEE further acknowledges that the adjacent property owner, water user, and/or their authorized representatives may require occasional access to portions of the Premises in connection with the exercise of rights authorized under such agreement. The Agency shall be notified in advance, whenever reasonably practicable, of any such access. Any such access shall be conducted in a manner that minimizes interference with LESSEE's operations to the extent reasonably practicable.

Exhibit E
Special Conditions of Premises

San Antonio Lease 4

1. **Shared Private Road Easements.**
   The Premises are subject to existing road easements providing access to several adjacent private property parcels along the main lease road. These private properties are located slightly Southwest of the lease. LESSEE shall not obstruct or interfere with lawful easement access or use. Easement documents available upon request.

Nacimiento Lease 1

1. **Shared Private Property Access.**
   LESSEE acknowledges that the lease is accessed through Tierra Redonda Road, which is shared with several adjacent private property owners and contains multiple access gates prior to reaching the lease gate. LESSEE shall not obstruct or interfere with lawful access. of this shared roadway. Tierra Redonda Road is displayed on the lease map within **Exhibit C – Description of Premises**, and the roadway agreement is available upon request.

2. **Emergency Egress Road.**
   The Premises includes the Oak Shores Emergency Egress Road, which is maintained by the County of San Luis Obispo Public Works and intended for emergency use purposes. LESSEE shall not obstruct or interfere with access to or maintenance of the emergency egress road.

EXHIBIT F
Request for Improvement

Only improvements expressly approved in advance by LESSOR may be eligible for reimbursement as set forth.

Lease Improvement Definition: "Lease Improvements" mean any alteration, addition, or installation that materially changes or enhances the Premises beyond routine maintenance or repair, including but not limited to new structures, facilities, or infrastructure.

1. **Reimbursement Eligibility.** Certain improvements are subject to reimbursement. To receive an eligible reimbursement, the proposed improvements AND the maximum amount to be reimbursed must both be approved in writing by the Grazing Lease Administrator prior to commencement of improvement. The amount to be reimbursed will be applied only to permanent improvements.

2. **Improvement Request.** Prior to any improvements commencing, LESSEE shall make an improvement plan(s) request, submitted to the Grazing Lease Administrator via email, and shall include:
    a. A description of the improvements, standard specifications or typical detail, and location map;
    b. A complete list of all estimated costs for materials and labor to complete the project;
    c. Any permits required and whether any other Agency approval is needed in order to complete the project;
    d. Estimated start and completion dates for the project; and
    e. Any annual maintenance costs needed after the project is completed. Eligibility for reimbursement will be determined at the time of approval.

3. **Approval.** The Grazing Lease Administrator shall review all requests and will respond in writing whether the request is approved or denied and may include additional requirements.

4. **Completion Notice.** Once the improvements are complete, the LESSEE notifies the LESSOR and provides all necessary documents, including all invoices for services and supplies and photos of completed work.

   LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

5. **Improvements stay with the land.** All improvements approved and reimbursed under this Lease Agreement shall be maintained and stay with the land after lease termination.

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EXHIBIT G
Request for Repair

Only repairs expressly approved in advance by LESSOR may be eligible for reimbursement as set forth.

Repair Definition: "Repair" means work performed to restore an existing improvement to its original condition or functionality without materially altering its design, capacity, or useful life.

1. **Reimbursement Eligibility.** Certain repairs are subject to reimbursement. To receive an eligible reimbursement, the proposed repairs AND the maximum amount to be reimbursed must both be approved in writing by the Grazing Lease Administrator prior to commencement of repair. The amount to be reimbursed will be applied only to permanent repairs.

2. **Repair Request.** Prior to any repairs commencing, LESSEE shall make a repair request, submitted to the Grazing Lease Administrator via email, and shall include:
    a. A description of the repair(s), standard specifications or typical detail, and location map;
    b. A complete list of all estimated costs for materials and labor to complete the repair;
    c. Any permits required and whether any other Agency approval is needed in order to complete the repair;
    d. Estimated start and completion dates for the repair; and
    e. Any annual maintenance costs needed after the repair is completed. Eligibility for reimbursement will be determined at the time of approval.

3. **Approval.** The Grazing Lease Administrator shall review all requests and will respond in writing whether the request is approved or denied and may include additional requirements.

4. **Completion Notice.** Once the repair(s) are complete, the LESSEE notifies the LESSOR and provides all necessary documents, including all invoices for services and supplies and photos of completed work.

   LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

5. **Repairs Stay With the Land.** All repairs approved and reimbursed under this Lease Agreement shall be maintained and stay with the lands as a fixture after lease termination.

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MONTEREY COUNTY WATER RESOURCES AGENCY

SAN ANTONIO & NACIMIENTO RESERVOIR GRAZING LEASES

PRE-QUALIFICATION BIDDER FORM

Section 1 — Bidder Information

Legal Name of Bidder (Individual or Entity):

_____

Mailing Address: _____

Phone: _____ Email: _____

Type of Bidder: ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other: _____

Authorized Representative (if applicable): _____

Title: _____

Distance Between Bidder's / Authorized Representative's Principal Residence and Lease Site (in miles): _____

Section 2 — Financial Information (THIS INFORMATION WILL BE KEPT CONFIDENTIAL)

The purpose of this section is to ascertain the financial strength and stability of the Bidder's current Business Entity.

Please fill out **Attachment 1: Summary Income Statement** and provide the necessary supporting documentation such as one of the following:

- 2024 and 2025 Tax Returns
- Most recent Financial Statement with all Schedules
- Most current Monthly and Year-to-Date Income and Expense Statement

Note: The Financial Statement should include a Balance Sheet, an Income Statement, and a change in Financial Position Statement.

Section 3 — Cattle Grazing Eligibility & Experience

Please complete all sections below and attach any additional information to this packet.

Please check each item to confirm compliance:

A. Legal Eligibility

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☐ Bidder is legally authorized to enter into contracts and hold an agricultural lease in the State of California.
☐ Bidder (and any affiliated entities) is not debarred, suspended, or otherwise excluded from public contracting in California.

B. Grazing & Land-Use Qualifications

☐ Bidder has the experience, capacity, and resources to conduct livestock grazing in a manner consistent with the Agency's land-management objectives.
☐ Bidder agrees to comply with all applicable federal, state, and local laws, including:

- California Public Resources Code
- California Environmental Quality Act (CEQA)
- Local rangeland, watershed, and fire-prevention requirements
- Any site-specific grazing management plan adopted by the Agency

☐ Bidder or responsible party is able to respond to on-site emergencies within 1 hour.

C. Insurance & Financial Requirements

☐ Bidder shall provide proof of liability insurance meeting Agency minimum, prior to lease execution.
☐ Bidder has no outstanding unpaid obligations to the Agency.
☐ Bidder has the financial capacity to meet annual rent, fees, and operational costs associated with the lease.

D. Compliance With Lease Terms

☐ Bidder has reviewed the draft Grazing Lease Agreement and corresponding exhibits, and agrees to comply with all terms if awarded.
☐ Bidder understands that failure to comply with lease terms may result in termination and forfeiture of payments.
☐ Bidder has not been found in violation of a grazing lease or land-use agreement, or has disclosed such violations.

E. Grazing Experience

Describe your experience and expertise in managing livestock grazing operations:

_____

_____

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_____

_____

_____

_____

List any classes, education, and years of on-the-job training that qualify you as a LESSEE:

_____

_____

_____

_____

What percentage of time is dedicated to the management of grazing cattle?:

_____

_____

Are you currently operating a cattle-grazing lease? If yes, please provide the LESSOR's name, location of operations and lease termination date:

_____

_____

Please provide 3 business references. The Agency reserves the right to contact each business listed below:

_____

_____

_____

_____

_____

_____

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Section 4 — Conflict of Interest Disclosure

☐ Bidder affirms that no conflict of interest exists under California Government Code §1090, §87100, or related provisions.
If a potential conflict exists, describe below:

Section 5 — Certification & Signature

By signing this certification, the bidder affirms that they meet all eligibility requirements established by Monterey County Water Resources Agency for participation in the grazing land lease auction for Grazing Leases at Nacimiento and San Antonio Reservoirs.

I hereby certify under penalty of perjury under the laws of the State of California that:

1. All information provided in this certification is true and correct.
2. I am authorized to submit this certification on behalf of the bidder.
3. The bidder meets all eligibility requirements to participate in the grazing land lease auction conducted by Monterey County Water Resources Agency.
4. I understand that providing false or misleading information may result in disqualification, cancellation of award, or other remedies available to the agency.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Section 6 — AGENCY USE ONLY

Date Received: _____
Reviewed By: _____
Title: _____
Eligibility Determination: ☐ Eligible ☐ Not Eligible
Notes:

DRAFT

ATTACHMENT 1: SUMMARY INCOME STATEMENT FOR BUSINESS ENTITY*

(THIS INFORMATION WILL BE KEPT CONFIDENTIAL)

Name of Bidder: _____

	ESTIMATES	
	2024	**2025**
NET SALES		
COST OF SALES		
GROSS PROFIT		
ADMINISTRATIVE EXPENSES		
SELLING EXPENSES		
OTHER EXPENSES		
TOTAL EXPENSES		
PROFIT (LOSS)		
INCOME TAXES (ESTIMATED)		
NET PROFIT (LOSS)		

* Please provide the necessary supporting documentation described in Section 2.

Has the Bidder declared Bankruptcies, insolvency filings, or business reorganizations within the past seven (7) years?

☐ No

☐ Yes. Please describe the past, current, or pending status of these bankruptcy proceedings: _____

_____

_____

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MONTEREY COUNTY WATER RESOURCES AGENCY

PROJECT: GRAZING LEASES MONTEREY COUNTY AND SAN LUIS OBISBO, CALIFORNIA
PROJECT NO. 26-004 BID PACKAGE NO. 26-004

NOTICE TO BIDDERS

The Monterey County Water Resources Agency (MCWRA or Agency) manages grazing leases on Agency-owned lands surrounding the Nacimiento and San Antonio Reservoirs. The Grazing Lease Program supports responsible livestock grazing while promoting watershed protection, vegetation management, wildfire fuel reduction, infrastructure stewardship, and long-term land management objectives. Grazing activities are governed by Grazing Lease Agreements and the Grazing Lands Management Plan (GLMP), which outline operational standards, stewardship responsibilities, monitoring requirements, and compliance procedures.

The program covers approximately 16,400 acres of Agency-owned rangelands associated with the two reservoir systems. These lands are separated into five separate grazing lease areas that will be available, beginning on November 1, 2026, for a ten-year lease term. The leases are described as follows: San Antonio 1&2; San Antonio 3; San Antonio 4 & Nacimiento 1; Nacimiento 2; and Nacimiento 3A&3B. Maps of the lease areas can be found at **mcwater.info** on the Grazing Lease Program page.

Bid Pre-qualification Requirement

Only individuals who submit a complete Bid Pre-qualification Packet by **12:00 p.m. on Thursday, July 23, 2026**—either at 1441 Schilling Place, North Building, Salinas, CA 93901, or by email to WRAleaseadmin@countyofmonterey.gov—and whose packets are approved by the Agency, are eligible to participate in the bidding process.

Bidders with an existing Agency grazing lease must be deemed a **Lessee in Good Standing**, meaning they have met all requirements of their current lease. The Agency may disqualify individuals or corporations based on financial capability, insufficient grazing-operations experience, or for other legitimate cause.

A list of qualified bidders will be posted on the Agency website at least one day prior to the public auction. Only individuals whose names appear on the posted list may bid.

Sealed Bids

Sealed bids will be received at the Monterey County Water Resources Agency, 1441 Schilling Place, North Building, Salinas, CA 93901, until **9:00 a.m. on Wednesday, July 29, 2026**.

Each bid must comply with the Bid Pre-qualification Packet, Grazing Lease Agreement specifications, all addenda, Special Provisions/Conditions, General Conditions, and all other Lease Documents. Bids must be submitted using the bid form prescribed by the Agency. Minimum bids for each lease are listed in the **2026 MCWRA Grazing Lease Minimum Bid Schedule** available at mcwater.info.

Bid Opening and Live Auction

The sealed bids will be publicly opened and read, beginning at **10:00 a.m. on Wednesday, July 29, 2026**, in the Cayenne Conference Room at 1441 Schilling Place, North Building, Salinas, CA 93901. The live auction will begin immediately after. The highest sealed bid submitted by a qualified bidder, for each lease, will serve as the opening bid at auction.

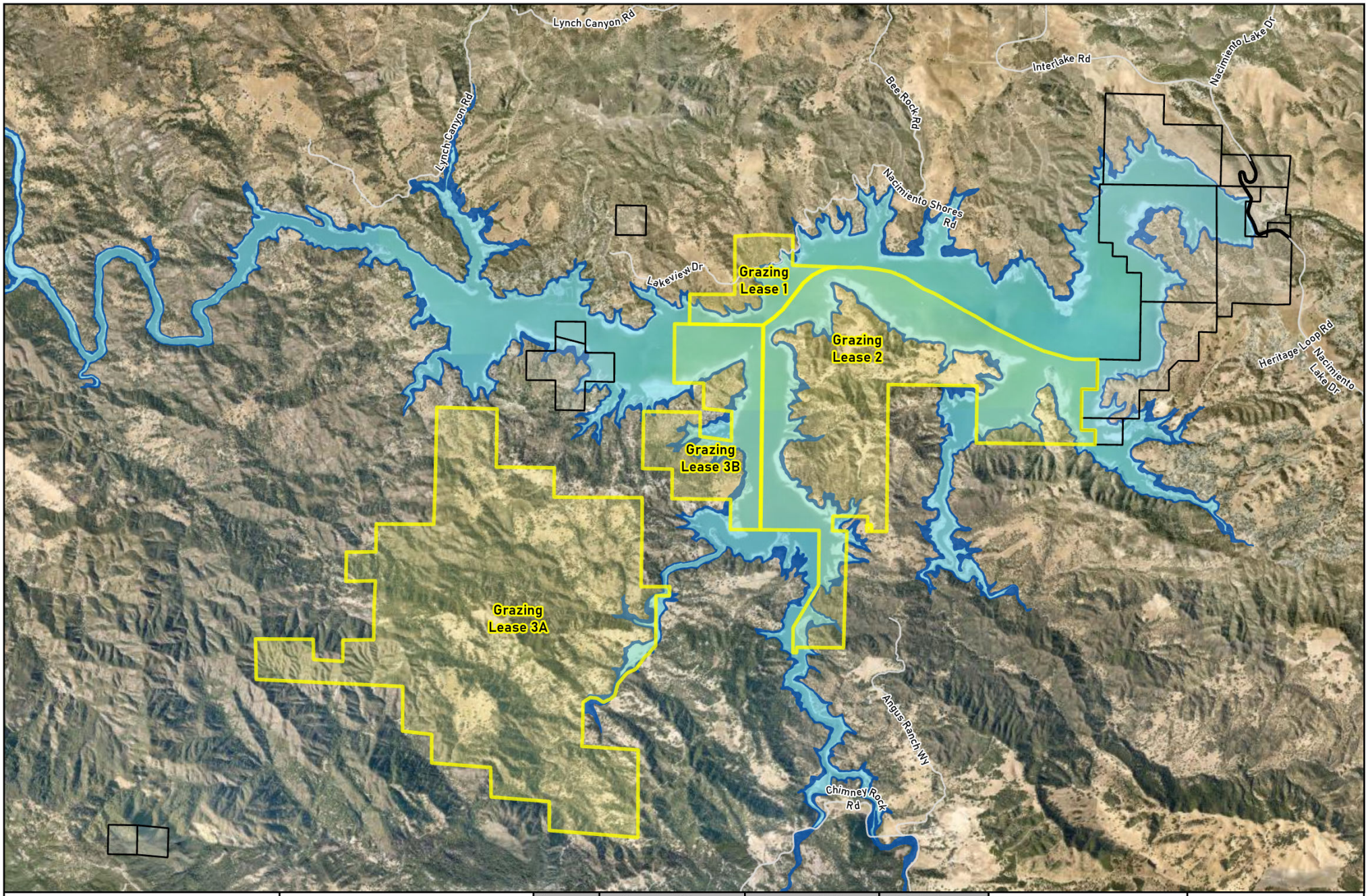
Lease Documents and Questions

Lease documents may be downloaded from the Agency's website (mcwater.info) under the **Grazing Lease Program** or examined in person at the Agency office during normal business hours. Electronic copies may also be requested by contacting Jessell Fenley at WRAleaseadmin@countyofmonterey.gov or (831) 755-4860.

All questions during the bidding period must be submitted by email to WRAleaseadmin@countyofmonterey.gov, Attention: Jessell Fenley, no later than **12:00 p.m. on July 17, 2026**. Responses will be posted on the project webpage on July 21, 2026. No questions will be accepted after the deadline.

Agency Rights

The Agency reserves the right to reject any or all bids, waive irregularities or informalities, or re-bid the leases. No bidder may withdraw a bid for sixty (60) days after the opening without written Agency consent.



Nacimiento Reservoir

Grazing Leases and MCWRA Owned Parcels

Legend

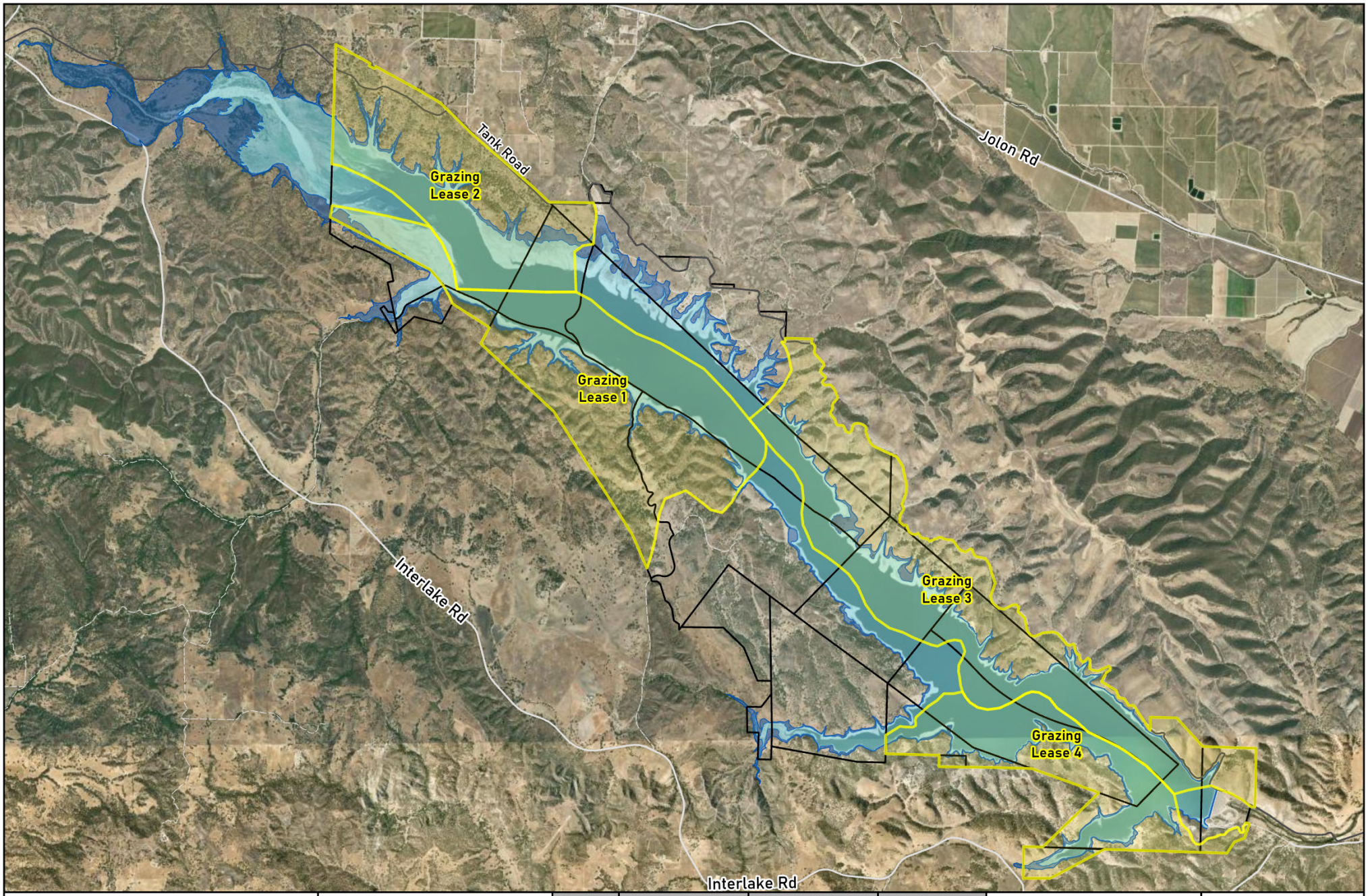
- Lease Boundary
- MCWRA Owned Parcels
- 800-Foot High Water Mark
- 825-Foot Floodage Easement

Lease	Acres Above HWM 800	Acres Below HWM 800	Total Acres
1	168	141	309
2	1325	1202	2527
3A	3917	32	3949
3B	357	401	758

N W E S

0 0.25 0.5 0.75 1 Miles

Monterey County Water Resources Agency
Date : 6/4/2026



San Antonio Reservoir

Grazing Leases and MCWRA Owned Parcels

Legend

- Lease Boundary
- MCWRA Owned Parcels
- 780-Foot High Water Mark
- 800-Foot Floodage Easement

Lease	Acres Above HWM 780	Acres Below HWM 780	Total Acres
1	1240	1094	2334
2	999	719	1718
3	1509	1190	2699
4	664	683	1347

N W E S

0 0.25 0.5 0.75 1 Miles

Monterey County Water Resources Agency
Date : 3/30/2026

DRAFT Timeline:

1. June 3: Planning Committee recommendation to BOD on bid approval
2. June 15: BOD recommend approval of bid packet and noticing
3. June 23: BOS approval of bid packet and noticing
4. June 30: Publish Public Notices
5. July 14-15 Optional on-site overviews of leases for prospective bidders
6. July 17: Bid package questions due at noon
7. July 21: Bid package answers published by 5pm
8. July 23: Pre-qualifications due by noon
9. July 27: Notify bidders if they have passed/failed by 5pm
10. July 29: Sealed bids due by 9am
11. July 29: Bid opening at 10am and oral bids accepted
12. August 11: Certify bid results with BOS
13. August 31: Execute lease agreements for each lease and receive first payment
14. Nov. 1: New leases in effect
15. Nov. 2: Mandatory meeting/training for all new lessees

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

BOARD ORDER No. **26-021**

RECOMMEND THAT THE BOARD OF SUPERVISORS OF THE MONTEREY COUNTY WATER RESOURCES AGENCY APPROVE GRAZING LEASE FORMS AND A PUBLIC BID NOTICE FOR AGENCY GRAZING LANDS LOCATED AROUND SAN ANTONIO AND NACIMIENTO RESERVOIRS; AND DIRECT THE CLERK OF THE BOARD OF SUPERVISORS TO ADVERTISE FOR BIDS.	))))))

Upon motion of _____, seconded by _____, and carried out by those members present, the Board of Directors hereby:

1. Recommends that the Board of Supervisors of the Monterey County Water Resources Agency approve proposed grazing lease forms and a public bid notice for grazing lands located around San Antonio and Nacimiento Reservoirs; and

2. Recommends that the Board of Supervisors of the Monterey County Water Resources Agency directs the Clerk of the Board of Supervisors to advertise for bids

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

Introduced: 6/9/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Recommend to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly.

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

Recommend to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly.

SUMMARY/DISCUSSION:
Adopting the Plans and Special Provisions and authorizing the Monterey County Water Resources Agency (Agency) to advertise the South Access Road Repair at Nacimiento Dam, Project No. 26-005 will allow the Agency to proceed with the construction phase of the Project and solicit construction bids. The Agency will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

There are two access routes to the Nacimiento Dam's Hydro-plant. The primary Hydro-plant access route is the Low Flow Crossing near the Dam's spillway plunge pool. The secondary access route to Nacimiento Dam's Hydro-plant is called the Hydro-plant South Access Road. During high flow spillway releases, the Low Flow Crossing is not passable making the South Access Road the only vehicle access to the Hydro-plant.

During the January 2023 storms, the Hydro-plant's South Access Road suffered erosion damage at three locations and threatening the stability of the road embankment. FEMA reimbursement for repairing the South Access Road was applied for. FEMA has authorized reimbursement for needed repairs with a project completion deadline set for September 2026.

The bid opening date is to be determined. Bids will be opened at the Monterey County Water Resources Agency office located at 1441 Schilling Place, Salinas California93901. Project construction is scheduled to begin in August 2026.

In compliance with the California Environmental Quality Act (CEQA), Agency staff filed a Notice of

Exemption on February 10, 2025. The project was determined to be a Category 1exemption under 14 CCR§ 15301 Existing Facilities.

OTHER AGENCY INVOLVEMENT:
FEMA (reimbursement and contracting requirements).
County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:
Reimbursement of Agency expenses to include design, permitting, and construction has been authorized by FEMA.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:
1. South Access Road RFB
2. Draft South Access Road RFB Package
3. Draft Notice to Bidders

Introduced: 6/9/2026
Version: 1

Current Status: Draft
Matter Type: WR General Agenda

Recommend to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and
Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly.

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

Recommend to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly.

SUMMARY/DISCUSSION:
Adopting the Plans and Special Provisions and authorizing the Monterey County Water Resources Agency (Agency) to advertise the South Access Road Repair at Nacimiento Dam, Project No. 26-005 will allow the Agency to proceed with the construction phase of the Project and solicit construction bids. The Agency will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

There are two access routes to the Nacimiento Dam's Hydro-plant. The primary Hydro-plant access route is the Low Flow Crossing near the Dam's spillway plunge pool. The secondary access route to Nacimiento Dam's Hydro-plant is called the Hydro-plant South Access Road. During high flow spillway releases, the Low Flow Crossing is not passable making the South Access Road the only vehicle access to the Hydro-plant.

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FINANCING:
Reimbursement of Agency expenses to include design, permitting, and construction has been authorized by FEMA.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:
1. South Access Road RFB
2. Draft South Access Road RFB Package
3. Draft Notice to Bidders

CONTRACT DOCUMENTS

(SOLICITING, BIDDING, AND CONTRACTING)

for Bidding the

Nacimiento Dam South Access Road Repairs Project

Request for Bid (RFB) No. 26-005

1441 Schilling Place, North Building
Salinas, CA 93901
(831) 755-4860

BID SET

June, 9, 2026

Draft

Monterey County Water Resources Agency
Nacimiento Dam South Access Road Repairs Project
Specification No. 26-005

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Subdivision 00 20 00 – Instructions

00 21 13 – Instructions to Bidders

Subdivision 00 30 00 – Available Information

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Subdivision 00 40 00 – Procurement Forms

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00 45 16 – Bidder's Experience Qualifications Form
00 45 19 – Noncollusion Affidavit
00 45 26 – Workers' Compensation Certificate
00 45 50 – Iran Contracting Act Certification

FEDERALLY REQUIRED FORMS
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00 46 42 – Recovered Materials Compliance Certification

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CONTRACTING DOCUMENTS

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[1] Exhibits E through H are post-award documents.

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APPENDICIES

APPENDIX A – Additional Project Documents that are Incorporated into Contract Document

A-1 GEI Geotechnical Memorandum – May 14, 2026
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B-2 Reserved for "Bidder Questions and Answers"
B-3 Permits (Agency-obtained) - NONE

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[2] Appendix B-1 and B-2 are post-award documents.

The engineering portions of the Contract Documents for the Nacimiento Dam South Access Road Repairs Project, Specification No. 26-005, were prepared under the responsible charge of the following licensed engineer(s):

_____ _____

Design Engineer [Geotechnical / Civil Engineer] Date
Len Sansone
GEI Consultants, Inc.

.....

RECOMMEND FOR APPROVAL AND ADVERTISING BY AGENCY:

_____

Mark Foxworthy, P.E. 06/09/2026
Senior Water Resources Engineer

APPROVED BY:

_____

Ara Azhderian, 06/09/2026
General Manager

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OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT APPROVED AS TO FORM	OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT APPROVED AS TO INDEMNITY/ INSURANCE PROVISIONS	AUDITOR-CONTROLLER APPROVED AS TO FISCAL TERMS PROVISIONS
By: KELLY L. DONLON Chief Assistant County Counsel Date:_____	By: SUSAN K. BLITCH Risk Manager Date:_____	By: MA MON Chief Deputy Auditor Controller Date:_____

<< End of Document >>

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Monterey County Water Resources Agency
Nacimiento Dam South Access Road Repairs Project

The Monterey County Water Resources Agency's Board of Directors, pursuant to California Public Contract Code §§21120-21121, hereby invites sealed bids for constructing the Nacimiento Dam South Access Road Repairs Project, a public works project pursuant to §1720 of the California Labor Code, located at 10690 Nacimiento Lake Drive, Bradley, CA. 93426 in accordance with Specification No. 26-005.

Federal Funding Notice. This Project is funded in part by the Federal Emergency Management Agency (FEMA) Public Assistance Program. As a condition of federal funding, the procurement and resulting Contract are subject to the requirements of 2 C.F.R. Part 200, including but not limited to the federal contract provisions set forth in Appendix II. Bidders are advised that federal requirements apply to this solicitation and will apply to the Contract.

Contract Documents Available. A complete set of Contract Documents for the soliciting, bidding, and contracting requirements may be obtained on the Monterey County Water Resources Agency's website at: County Agreement Templates | County of Monterey, CA

https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/agreement-templates

Project Description. The work of this contract includes the furnishing of all labor, material, tools, supplies, equipment, transportation, appurtenances, and services—unless specifically excluded herein—necessary to construct the Nacimiento Dam South Access Road Repairs Project in accordance with the drawings and specifications. The proposed work is generally described as follows:

The work consists of rehabilitation of the South Access Road at Nacimiento Dam, near Bradley CA. The South Access Road is a secondary maintenance access road that was damaged during the 2023 winter storms. Three sites along the access road require repairs. Soil nail retaining walls will be constructed at two of the damage sites. The third repair site is to be graded back to pre-storm conditions. All work will be performed in conformance with the approved engineered plans and the grading permit issued by the County of San Luis Obispo. The Work also includes all administrative, coordination, scheduling, submittal, documentation, and project-management duties required by the Contract Documents.

Domestic Preference Requirements. This Project is subject to the Build America, Buy America Act (Pub. L. 117-58) and 2 C.F.R. § 200.322. Requirements for domestic sourcing of iron, steel, manufactured products, and construction materials are included in **Section 01 11 00, "Summary of Work"** and will apply to all materials incorporated into the Work.

Estimated Cost of Contract. The Agency expects the total cost of construction to range between $512,000.00 to $600,000.00. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims because of any inaccuracy in the estimated cost range.

Pre-Bid Conference Meeting. A mandatory pre-bid conference will be held with representatives of prospective bidders at the location and time indicated below. Attendance.at.the.pre_bid.conference.

is a precedent condition to submitting a Bid? and any Bid submitted by a Bidder that is not represented at the Pre_Bid Conference Meeting will be deemed non_responsive and rejected by the Agency¡..Attendance at the pre-bid conference by subcontractors is not required.

Pre-bid Conference Meeting

Date:	_MM, DD, 2026
Time:	_--:-- am/pm, local time
Location:	Nacimiento Dam
Other:	The meeting coordinates are: 35.757985, -120.882819

Bidder Inquiries. All questions regarding this solicitation must be submitted in writing per the following instructions. Interpretations or clarifications considered necessary by the Agency in response to such questions received will be issued by Bid Addenda.

Instructions for Issuing Inquiries

All questions must be submitted to Chris Calderon at CalderonC@countyofmonterey.gov Questions, and the Agency's response will be provided within a Bid Addendum.

Deadline: Received on or before ten (10) calendar days prior to the date and time for opening bids.

Bid Submission and Opening. Bids shall be submitted to the Agency in accordance with the requirements of **Document 00 21 13, "Instructions to Bidders"**, on or before **9:00 a.m. local time, JUL, DD, 2026**, unless revised by addendum. Bids will be publicly opened and read shortly after that time. Bids received by the Agency after the time specified will be returned unopened pursuant California Government Code §53068.

Be advised that an ineligible contractor or subcontractor pursuant to §1777.1 of the California Labor Code shall not bid on or be awarded a contract for a public works project.

The Bidder shall complete all federal certifications included within the Procurement Forms as required for FEMA-funded projects.

Federal Debarment and Suspension. Bidders and subcontractors must not be debarred, suspended, or otherwise excluded from participation in federally funded contracts. Verification of eligibility under 2 C.F.R. Part 180 will be required, and the Procurement Forms include the mandatory federal certification.

Bid Security. Each Bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, or a surety bond as a guarantee that the bidder will execute the proposed contract if awarded. Checks shall be made payable to the Monterey County Water Resources Agency. Bid bond shall be on the form provided in the **Document 00 43 13, "Bid Bond"**.

Contractor's License. The bidder shall have a California contractor's license, classification "A", at the time of submitting the Bid.

Work Experience. Bidders must provide on **Document 00 45 16, "Bidder's Experience Qualifications Form"** their experience in the past three (3) years for Road Slope Repairs/Retaining Wall Constructions.

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Bid Addenda. The Monterey County Water Resources Agency ("AGENCY") reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all Addenda in its Bid.

Prevailing Wage Requirements. The chosen Bidder 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.

Bidder's Registration with the California Department of Industrial Relations. Attention is directed to the California Labor Code requirement for contractor and subcontractors registration with the California Department of Industrial Relations as a condition of bidding public works projects. Pursuant to Labor Code §1771.1, a contractor or subcontractor(s) shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code §4101, or engage in the performance of any contract for public work, unless they are currently registered and qualified to perform public work pursuant to Labor Code §1725.5.

Provisions for Retention Withholds. The Successful Bidder will be permitted to substitute securities for money that would otherwise be withheld by the Agency as provided in California Public Contract Code §22300.

Prohibition on Certain Telecommunications Equipment. In accordance with 2 C.F.R. § 200.216, the Bidders (and ultimately the Contractor) shall not use covered telecommunications equipment or services, including equipment produced by Huawei Technologies Company, ZTE Corporation, or other entities identified by federal regulation. Compliance with this requirement is mandatory.

THE BOARD OF DIRECTORS OF THE
MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____

Ara Azhderian
General Manager

JUN 09, 2026

<< End of Document >>

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ARTICLE 1 – DEFINIED TERMS

Terms used in these Instructions to Bidders and **Document 00 11 16, "Invitation to Bid",** shall have the meanings assigned to them in **Document 00 71 00, "Definitions"**. Additional terms used in these Instructions to Bidders shall have the meanings indicated below, which are applicable to both the singular and plural thereof:

A. Successful Bidder – the lowest qualified, responsible, and responsive Bidder to who the Agency (on the basis of the Agency's evaluation as herein provided) makes an award.

ARTICLE 2 – FORM OF BID

The Bid shall be made on the following forms provided by the Agency:

Document Number	Document Title
MCWRA REQUIRED FORMS	
00 41 00	Bid Forms
00 43 13	Bid Bond (see Note 1)
00 43 15	List of Subcontractors
00 45 16	Bidder's Experience Qualifications Form
00 45 19	Non-Collusion Affidavit
00 45 26	Workers Compensation Certificate
00 45 50	Iran Contracting Act Certification
FEDERALLY REQUIRED FORMS	
00 46 01	Bidder Acknowledgment of Federal Funding Conditions
00 46 10	Federal Anti-Collusion and Procurement Integrity Certification
00 46 20	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
00 46 30	Certification Regarding Lobbying
00 46 31	Disclosure of Lobbying Activities (Standard Form LLL – Adapted)
00 46 40	Davis-Bacon Compliance Certification
00 46 41	Equal Employment Opportunity (EEO) Compliance Certification
00 46 42	Recovered Materials Compliance Certification

Note 1. Not necessary if cash or certified or cashier's check accompanies Bid.

These documents constitute the Bid and shall be removed from the Contract Documents package, completed in ink, and packaged for submission as instructed herein. All blanks in the Bid Forms shall be filled. A Bid price shall be indicated for each Bid Item listed therein.

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The Bid shall contain an acknowledgment of receipt of all Bid Addenda, in accordance with **Document 00 41 00, "Bid Forms"**.

The Bid shall be enclosed in a sealed envelope marked and addressed to, or delivered to:

Monterey County Water Resources Agency
Attention: General Manager
1441 Schilling Pl., North Building
Salinas, CA, 93901

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words "Bid for," followed by the Agency's Specification No. and title of the Project, and the date and hour of the opening of Bids. The Bidder's security shall be enclosed in the same envelope with the Bid.

ARTICLE 3 – COPIES OF THE CONTRACT DOCUMENTS

For availability of the Contract Documents, refer to **Document 00 11 16, "Invitation to Bid"**.

Complete sets of the Contract Documents, including any Addenda, must be used in preparing Bids; Agency will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Contract Documents.

ARTICLE 4 – PREPARATION OF THE BID

At the Bidder's own expense and prior to submitting a Bid, the Bidder shall make its own interpretation of Contract Documents. Bidder shall notify the Agency promptly in writing no later than ten (10) business days before the Bid opening date of conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof through Bid addenda issued by the Agency is acceptable to Bidder. The quantities of work or material stated in the unit-rice items of the Bid Forms are given only as a basis of the comparison of bids, and the Agency does not expressly or impliedly agree that the actual amount of work or material will correspond therewith.

The Bidder shall thoroughly examine the Contract Documents, including the prevailing wage requirements and other cost factors including federally funded grant requirements; familiarize themselves with Federal, State and local laws, ordinances, permits, regulations and codes affecting the performance of the Work including the cost of all applicable taxes and duties, permits, and licenses required for the Work.

Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those dealing with the disposition of Bid Security. A Bid may be rejected if

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conditional or incomplete, or if it contains alterations of form, additions not called for, or other irregularities. A Bid will be rejected if such defect or irregularity results in a material change to the Bid.

The same person(s) shall sign all Bid forms that require a signature.

This Bid shall remain valid for a period of sixty (60) Days after the date of Bid opening.

ARTICLE 5 – SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Bidder acknowledges that it has ascertained the nature and location of the Work, visited the site during the pre-Bid conference meeting and determined and assured itself as to the general and local conditions which in any way affect the performance of the Work; make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site where work is to be performed; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate their observations, investigations and determinations with the requirements of the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has complied with all the requirements of this paragraph and any other requirements set forth in the Contract Documents. The failure or neglect of the Bidder to receive or examine any of the Contract Documents shall in no way relieve the Bidder from any obligations required by the Contract Documents. No claims for additional compensation will be allowed which is based upon lack of knowledge of the provisions or content of the Contract Documents.

ARTICLE 6 – PRE-BID CONFERENCE MEETING

Refer to **Document 00 11 16, "Invitation to Bid"**, for information regarding the pre-Bid conference meeting.

ARTICLE 7 – BID AND SIGNATURES

If the Bid is made by an individual, the Bidder shall sign **Document 00 41 00, "Bid Forms"**.

If the Bid is made by a partnership, the Bid shall be signed by a partner, who shall give its name and the name of all other partners.

If the Bid is made by Corporation, it shall be executed in accordance with the instructions on **Document 00 41 00, "Bid Forms"**.

If the Bid is made by a joint venture, the Bid shall be executed by a person duly authorized to bind each joint venture participant. For each joint venture participant, the Bidder shall

provide with the Bid evidence (such as a power of attorney or a resolution by a governing body) satisfactory to the Agency that demonstrates the authority of the persons executing **Document 00 41 00, "Bid Forms"**, on behalf of the joint venture participant. Also, the Bidder shall provide with the Bid the agreement establishing the joint venture.

ARTICLE 8 – SUBCONTRACTORS

Pursuant to §§4100-4114 of the California Public Contract Code, the Bidder shall complete **Document 00 43 15, "List of Subcontractors"**. The Agency may disqualify any Bidder who fails to comply with this requirement.

The Bidder acknowledges that an ineligible subcontractor pursuant to §1777.1 of the California Labor Code shall not bid on or be awarded a contract for a public works project.

ARTICLE 9 – 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 shall be made payable to the Monterey County Water Resources Agency.

A Bid Bond using **Document 04 43 13, "Bid Bond"**, shall be issued by a corporate surety authorized to issue surety bonds in the State of California.

If a Bidder to whom an award is made fails or refuses to execute the Contract in accordance with **Article 16** herein, then the cash deposit, certified or cashier's check, or Bidder's Bond accompanying the Bid shall be forfeited, cashed, or enforced as appropriate The money available therefrom shall become the property of the Agency as liquidated damages for such failure or refusal.

If the Successful Bidder complies with the foregoing requirements in a timely manner, its cash deposit, certified or cashier's check, if furnished, shall be returned to it within five (5) business days of Contract execution, or the Bid Bond, if furnished, shall become void.

The Bid Security submitted by unsuccessful Bidders will be returned in a reasonable period of time but not later than sixty (60) Days from the time award is made.

ARTICLE 10 – CONTRACTOR'S LICENSE AND QUALIFICATIONS OF BIDDERS

Refer to **Document 00 11 16, "Invitation to Bid"**, for contractor's licensing requirements.

The Bidder acknowledges that they will be required to perform with their own employees, the Contract Work amount to not less than fifty (50) percent of the original total Contract

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Price, except that any "Specialty Items" needing to be performed by a subcontractor having a specialty contractor's license may be performed by subcontract and the amount of any "Specialty Items" performed by subcontract may be deducted from the original total Contract Price before computing the amount of the Work required to be performed by the Bidder's own organization. Failure of the Bidder to be properly and adequately licensed shall render Bidder ineligible to execute the Contract and shall result in the forfeiture of the Bid Security.

Be advised that an ineligible contractor or subcontractor pursuant to §1777.1 of the California Labor Code shall not bid on or be awarded a contract for a public works project.

ARTICLE 11 – PREVAILING RATES OF WAGES

The Successful Bidder and the Bidder's agents, employees, and subcontractors shall comply with all applicable provisions of the California Labor Code and all federal, state, and local laws and regulations that affect the hours of work, wages, and other compensations of employees, non-discrimination, and other conduct of the work.

The Director of the California Department of Industrial Relations determines current prevailing wage rates or per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of work needed to execute the Work, and are available from the California Department of Industrial Relations' Internet website at:
http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

ARTICLE 12 – WITHDRAWAL, MODIFICATION OF BIDS, RELIEF OF BIDDERS

Withdrawal. A Bidder may withdraw its Bid before the hour fixed for opening bids, without prejudice to itself, by submitting a written request for withdrawal of the Bid. No Bid may be withdrawn after the hour fixed for opening bids without rendering the accompanying cash, certified or cashier's check, or Bidder's Bond subject to forfeiture.

Modification of Bids. Bids may be modified only if written notice is received by the Agency prior to the time set for Bid opening.

Relief of Bidders. Attention is directed to the provisions of California Public Contract Code §§5100-5107 concerning relief of Bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in the Bid presented to the Agency, the Bidder shall give the Agency written notice within five (5) business days after the opening of the Bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

ARTICLE 13 – EVALUATION OF BIDS

The AGENCY reserves the right to reject any or all Bids, including without limitations the rights to reject any or all non-conforming, non-responsive, unbalanced, or conditional Bids. Agency further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Agency may also reject the Bid of any Bidder if Agency believes that it would not be in the best interest of the Project to make an award to that Bidder. Agency also reserves the right to waive any irregularities or information not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder.

The Agency may conduct investigations as the Agency deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents. The Bidder may be requested to provide information after the Bid opening to support the Agency's investigation.

ARTICLE 14 – LOWEST RESPONSIBLE BIDDER

In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. A showing of adequate financial resources may be required but will not alone determine whether a Bidder is competent to understand the proposed Work. To receive favorable consideration, a Bidder may be required to present evidence that it has successfully performed similar work of comparable magnitude or submit other satisfactory evidence to the Agency that it or its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion.

In case of discrepancy between the unit price and the total price of an item, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction; however, if the unit price is ambiguous, unintelligible, uncertain, is omitted, or is the same amount as the entry in the total column, then the unit price shall be the computed amount obtained by dividing the amount set forth as the total price divided by the estimated quantity of the item. When the Bid shows more than one item, and there is a conflict between the true total of the individual Bid Items and the sum shown as a total by the Bidder, the true total will be used and the Bidder shall be bound by said correction, and the incorrect sum shown by the Bidder will be disregarded.

In the event of a Bid price tie, the contract award will be made to the more responsible Bidder as determined by the General Manager.

ARTICLE 15 – AWARD OF CONTRACT

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If the Bid is awarded, then the Contract will be awarded to the lowest responsible Bidder. The Agency will give the apparent Successful Bidder a conditional Notice of Award within sixty (60) Days of opening the bids, said "conditional" status contingency on the completion of the activities within **Article 16** herein. The Notice of Award will be sent to the Successful Bidder at the mailing address indicated in **Document 00 41 00, "Bid Forms"**.

ARTICLE 16 - EXECUTION OF CONTRACT

Within ten (10) business days from the mailing date of the Notice of Award, or within such additional time as the Agency may allow upon a showing of good cause, the Successful Bidder will be required to submit for approval the following documents:

- **Document 00 52 00, "Agreement"**
- **Document 00 61 12, "Payment Bond"** in the amount of 100 percent Bid
- **Document 00 61 13, "Performance Bond"**, in the amount of 100 percent of the Bid
- **Document 00 61 23, "Escrow Agreement for Security Deposits In-lieu of Retention**", if so elected by the Successful Bidder.
- Evidence of insurances in accordance with the Agreement.
- Insurance policy endorsements.

The Bid Security shall be held by the Agency as a guarantee that the Successful Bidder will execute deliver the Agreement in good faith and will furnish all of the abovementioned documents within ten (10) business days from the mailing date of the Notice of Award, or within such additional time as the Agency may allow upon a showing of good cause.

If the Successful Bidder fails or refuses to comply with the foregoing requirements then the Agency has the right to determine that Bidder is non-responsive and an award may be made to the next lowest responsible Bidder, and the Bid Security shall be forfeited to the Agency in accordance with **Article 9** herein.

ARTICLE 17 – CONTRACT TIMES

The Contract Times shall be as specified in **Document 00 52 00, "Agreement"**.

ARTICLE 18 – LIQUIDATED DAMAGES

Provisions for Liquidated Damages, if any, shall be as set forth in **Document 00 52 00, "Agreement"**.

ARTICLE 19 – NOTICE TO PROCEED

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Upon review and approval by the Agency of the documents identified in **Article 16** herein and the execution of the Agreement by both Parties, the Agency will issue a Notice to Proceed. The Contractor shall not commence with the Work until the Commencement Date specified in the Notice to Proceed.

<< End of Document >>

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DOCUMENT 00 31 00 – AVAILABLE PROJECT INFORMATION

The following documents contain information relative to the Project. The Agency does not represent that the documents show the conditions that will actually be encountered in performing the Work. Geotechnical sampling and test documents show the conditions encountered at particular points from which tests were obtained.

Document that are only available in hardcopy can be viewed at the Agency's office. Call **(831) 755-4860** to make a viewing appointment. If a hardcopy reproduction is available, payment can be made by check made out to the Monterey County Water Resources Agency.

Project information that is available as PDF files can be downloaded from the Bid Portal.

No.	Title	Date	Author	Price per Set (when available only in hardcopy)
1.	GEI Geotechnical Memorandum	May 14, 2026	Leonard Sansone, Brian Tognolini	N/A
2.	2024 Geologic Evaluation of Slopes Above Nacimiento Powerhouse	May 13, 2026	Leonard Sansone, Scott Yehl	N/A

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BID FORMS

NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS PROJECT
SPECIFICATION NO. 26-005

TO: THE BOARD OF DIRECTORS OF THE MONTEREY COUNTY WATER RESOURCES AGENCY, c/o GENERAL MANAGER, 1441 Schilling Place, North Building, Salinas, CA 93901

Bidder Name: _____

Contact Name: _____

Telephone Number(s): _____

Contact's Email Address: _____

Pursuant to and in compliance with your Invitation to Bid and Instructions to Bidders, the undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they are aware of the provisions of California Labor Code §3700 which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and they will comply with such provisions before commencing the performance of the Work of this Agreement; that they have carefully examined the location of the proposed Work, and the Contract Documents herein referred to; that they have satisfied themself, by personal examination of those items in the Contract Documents purporting to show a true representation of existing conditions; that they have satisfied themself, by careful personal examination of the location of the proposed work and of the Contract Documents, that they fully understand the nature and character of the work to be done, and they propose and agree if this Bid is accepted, that they will contract with the Monterey County Water Resources Agency ("Agency") to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services specified in the Contract Documents in the manner and time herein prescribed, and according to the requirements of the Contract Documents as therein set forth, and that they will take in full payment therefor the following prices to wit.

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Bid Item	Description	Unit	Estimated Quantity	Unit Price (U.S. Dollars)	Extended Amount (U.S. Dollars)
1	MOBILIZATION	LS	1	$	$
2	SHEETING, SHORING AND BRACING	LS	1	$	$
3a	TEMPORARY ENVIRONMENTAL PROTECTIONS	LS	1	$	$
3b	PERMANENT ENVIRONMENTAL PROTECTIONS	LS	1	$	$
4	SURVEY SERVICES	LS	1	$	$
5	CONSTRUCTION TESTING SERVICES	LS	1	$	$
6	SITE NO. 3 WORK	LS	1	$	$
7	SITES NO. 1 AND 2 SLOPE EXCAVATION AND OFFHAUL	CY	350	$	$
8	SITE NO. 1 SOIL NAIL WALL SYSTEM ERECTION	SF	258	$	$
9	SITE NO. 2 SOIL NAIL WALL SYSTEM ERECTION	SF	624	$	$
10	SITE NO. 1 AND NO. 2 SOIL NAIL WALL PERMEABLE FILL BACKFILL	CY	45	$	$
11	SITE NO. 1 AND NO. 2 SOIL NAIL WALL CLASS II AGGREGATE BASE BACKFILL AND FINAL SHAPING AND GRADING OF ACCESS ROAD SURFACE	CY	80	$	$
12	CONCRETED-ROCK SLOPE PROTECTION	LS	1	$	$
13	COMPACTED FILL SLOPE PROTECTION	LS	1	$	$
14	CALTRANS TYPE L-2 OBJECT MARKERS (TWO-PLATE SYSTEM)	EA	8	$	$
15	SITE NO. 2 CULVERT MODIFICATION WITH DOWNDRAIN	LS	1	$	$
16	DEMOBILIZATION AND PROJECT CLOSEOUT REQUIREMENTS	LS	1	$	$
17	MISCELLANEOUS WORK REQUIRED FOR COMPLETION OF ELIGIBLE STORM-DAMAGE REPAIRS	LS	1	$	$

BASE BID FOR PROJECT

TOTAL BID PRICE IN FIGURES: **$**_____

TOTAL BID PRICE IN WORDS: _____

_____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency in the form included as **Document 00 52 00, "Agreement"**, to perform and furnish all work as specified or indicated in the Contract Documents for the

Contract Price and within the Contract Time indicated in the Agreement and in accordance with all other terms and conditions of the Contract Documents.

BID SECURITY

A Bidder must submit a Bid Security accompanying this Bid in one of the following forms: cash, cashier's check, certified check, or Bid Bond. Accompanying this Bid is _____ in an amount equal to at least ten percent (10%) of the total Base Bid amount.(Write in on the blank line the words »cash? cashier's check? certified check? or Bid Bond‹ ..that satisfies the Bid Security being provided with the Bid)¡

ADDENDA

The undersigned acknowledges receipt of Addenda, which have been considered in preparing this Bid.

Bid Addendum No. _____ Dated _____

Bid Addendum No. _____ Dated _____

Bid Addendum No. _____ Dated _____

Bid Addendum No. _____ Dated _____

Bid Addendum No. _____ Dated _____

IMPORTANT NOTICE

Bidder warrants and represents that they are licensed in accordance with an Act provided for the registration of Contractors, License No. _____, Class _____, License Expiration Date _____. (Note: the Successful Bidder must possess the license classification specified in the Invitation to Bid and Instructions to Bidders).

Bidder Name: _____

Signature of Bidder: _____

Printed Name and Title: _____

Date Signed: _____

Business' Mailing Address: _____

_____

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Business' Physical Address: _____

_____

Business' Telephone Number: _____

NOTICE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contact on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the Bidder is an individual, his or her signature shall be placed above; if Bidder is a joint venture, the true name of the joint venture shall be set forth above together with the signature of the authorized agent of the joint venture. If signature is by an agent, other than an officer of a corporation or a member of a partnership, or a principal of a joint venture, then a Power of Attorney must be on file with the Agency prior to opening of Bids or submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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BID BOND

(California Public Contract Code §20129 and §20929)

WHEREAS the Principal has submitted the accompanying Bid dated _____, to the Monterey County Water Resources Agency, for the following Project:

Nacimiento Dam South Access Road Repairs 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 _____
as Principal, and _____
_____ as
Surety, are held and firmly bound unto the Monterey County Water Resources Agency in the Penal Sum of Twenty-five thousand dollars ($25,000.00), which sum is not less than ten percent (10%) of the Base Bid amount, excluding Bid 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.

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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 _____ day of _____20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By: _____

Print Name: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____

Print Name: _____

Title: _____

Address:_____

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.

PLEASE RETURN THIS FORM WITH YOUR BID (if applicable)

<< End of Document >>

Draft

LIST OF SUBCONTRACTORS

(California Public Contract Code §4100 et. seq.)

Following is the name and location of each subcontractor who will perform labor, render service or provide equipment to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.50%) of the total bid presented herewith; and the portion of the work to be done by each subcontractor.

☐ **Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered. Otherwise, provide all requested information below.**

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Portion of Work (Bid Item/ Description)	Amount of Bid (U.S. Dollars)	Subcontractor Name / License Number & Expiration Date	Subcontractor's Address	DIR Registration Number

Draft

Portion of Work (Bid Item/ Description)	Amount of Bid (U.S. Dollars)	Subcontractor Name / License Number & Expiration Date	Subcontractor's Address	DIR Registration Number

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

Draft

CONTRACTOR'S EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business under the present business name for _____ years. Experience in work of a nature similar to that covered in the Bid extends over a period of _____ years. The following contracts involving construction of Road Repair/Retaining Wall Construction or similar in the State of California have been satisfactorily completed in the last three (3) years.

Project Location and Owner	Work Description (Project summary, scope, cost, timeline)	Contact Name	Method to Contact (Phone and/or email)

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

Draft

NONCOLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(California Public Contract Code §7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ [Date], at _____ [City], _____[State].

Signature: _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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WORKERS' COMPENSATION CERTIFICATE

(California Labor Code §1861)

The undersigned certifies that, on behalf of the Bidder, I am aware of the provisions of §3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of the Bidder, I will comply with such provisions before commencing the performance of the work of this contract.

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code §2200 et. seq.)

As specified in the Instructions to Bidders, pursuant to Public Contract Code §2204, each Bidder submitting a Bid in which the Bid amount is $1,000,000 or more must also submit with its Bid this Iran Contracting Act Certification. Failure to submit the certification may render the bid non-responsive.

The undersigned Bidder certifies (mark with an "X" the applicable circumstance):

_____ The Bidder submitting the accompanying Bid is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to California Public Contract Code §2203(b), and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

_____ The Bidder submitting the accompanying Bid has previously received written permission from the Agency, pursuant to subdivision (c) or (d) of California Public Contract Code §2203, to submit a bid. A copy of the written permission from the Agency is submitted with the accompanying Bid.

The undersigned hereby certify that they are duly authorized to execute this certification on behalf of the Bidder identified below, and that they are aware that California Public Contract Code §2205 establishes the following penalties for providing false certifications: civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, termination of the existing contract at the option of the Agency, and three-year ineligibility to bid on Agency contracts from the date of the determination of the false certification.

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

BIDDER ACKNOWLEDGMENT OF FEDERAL FUNDING CONDITIONS

1. Purpose

This Document 00 46 01, "Bidder Acknowledgment of Federal Funding Conditions," is submitted with the Bid. Its purpose is to confirm that the Bidder has been informed that the Project is funded, in whole or in part, with federal financial assistance and that the Bidder understands and agrees that, if awarded the Contract, the Bidder will be required to comply with all applicable federal requirements incorporated into the Contract Documents.

2. Federal Funding Source(s)

The AGENCY has identified the following federal awarding agency or agencies as providing funding for this Project. The Bidder shall review the checked boxes below and acknowledge the applicable federal requirements.

Federal Funding Source(s) for This Project (checked by AGENCY):

☒ **FEMA** – Federal Emergency Management Agency (Stafford Act; 2 C.F.R. Part 200; FEMA Public Assistance Program)

☐ EPA – U.S. Environmental Protection Agency (Clean Water SRF; Drinking Water SRF; WIFIA; 2 C.F.R. Part 200)

☐ DOE – U.S. Department of Energy (Energy infrastructure and grid-resilience programs)

☐ USDA – U.S. Department of Agriculture (Rural Development Water & Waste Disposal; Emergency Watershed Protection)

☐ **DOT (FHWA)** – U.S. Department of Transportation (Emergency Relief Program; flood-damaged transportation infrastructure)

☐ **USACE** – U.S. Army Corps of Engineers (WRDA-authorized civil works projects; cost-shared flood control projects)

☐ **USBR** – U.S. Bureau of Reclamation (WaterSMART; drought response; irrigation and water-supply infrastructure)

☐ **Other Federal Agency (specify):** _____

3. Bidder Acknowledgments

By signing this Document, the Bidder acknowledges and agrees that:

1. The Bidder has reviewed the federal requirements contained in **Exhibit A – Conditions of the Contract**, an exhibit to **Document 00 52 00, AGREEMENT**, and any other federal requirements included in the Contract Documents.
2. The Bidder understands that these federal requirements will apply to the Contract if awarded.
3. The Bidder agrees to comply with all applicable federal requirements, including but not limited to:
    a. federal access to records, personnel, and the Work;
    b. documentation and recordkeeping obligations;
    c. procurement and contracting requirements;
    d. program-specific requirements of the federal awarding agency;
    e. all flow-down requirements applicable to Subcontractors and suppliers.
4. The Bidder understands that failure to comply with federal requirements may result in:
    a. ineligibility for award,
    b. withholding of payment,

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c. termination for cause, or
d. loss of federal reimbursement to the AGENCY.

4. Certification

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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FEDERAL ANTI-COLLUSION AND PROCUREMENT INTEGRITY CERTIFICATION

(compliant with 2 C.F.R. Part 200, FEMA requirements, and federal procurement integrity rules)

The undersigned hereby certifies the following to the AGENCY in connection with the Bid submitted for this Project:

1. No Federal Collusion or Anti-Competitive Conduct
The Bidder certifies that it has not engaged in any conduct that violates federal procurement standards, including but not limited to:

a. 2 C.F.R. § 200.319(b) (no restrictive or anti-competitive practices)
b. 41 U.S.C. Chapter 87 (Anti-Kickback Act)
c. Any federal law prohibiting bid rigging, price fixing, or collusive behavior

2. No Improper Influence or Procurement-Sensitive Information
The Bidder certifies that it has not:

a. obtained procurement-sensitive information
b. attempted to improperly influence any federal, state, or local official
c. violated any federal procurement integrity rules

3. No Federal Lobbying with Federal Funds
The Bidder certifies that:

a. no federal appropriated funds have been used to influence any federal employee or Member of Congress in connection with this Bid, as required by 31 U.S.C. § 1352
b. if non-federal funds were used for lobbying, the Bidder has submitted Standard Form LLL (Disclosure of Lobbying Activities)

4. No Debarment or Suspension
The Bidder certifies that it is not debarred, suspended, or otherwise excluded from participation in federal programs under 2 C.F.R. Part 180.

5. Flow-Down to Subcontractors
The Bidder certifies that it will require all Subcontractors to comply with these federal requirements.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Required for Federally Funded Projects)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs under 2 C.F.R. Part 180 or 2 C.F.R. § 200.214.

2. The Bidder has not, within the past three (3) years, been convicted of or had a civil judgment rendered against it for:
    a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract
    b. violation of federal or state antitrust statutes
    c. embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. The Bidder is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, any of the offenses listed above.

4. The Bidder has not, within the past three (3) years, had a public transaction terminated for cause or default.

5. The Bidder shall require all Subcontractors to provide the same certification prior to award of any subcontract.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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CERTIFICATION REGARDING LOBBYING

(Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, Required for Federally Funded Projects Exceeding $100,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence:
    a. an officer or employee of any federal agency,
    b. a Member of Congress,
    c. an officer or employee of Congress, or
    d. an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence any of the officials identified above, the Bidder shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with its instructions.

3. The Bidder shall require that the language of this certification be included in all subcontracts, purchase orders, and lower-tier agreements exceeding $100,000, and that all Subcontractors shall certify and disclose accordingly.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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DISCLOSURE OF LOBBYING ACTIVITIES

(31 U.S.C. § 1352; 2 C.F.R. Part 200, Appendix II(I), Required only if Bidder has engaged in lobbying using non-federal funds.)

INSTRUCTIONS:
This form must be completed and submitted **only if** the Bidder or its principals have used non-federal funds to pay any person for influencing or attempting to influence:

- an officer or employee of any federal agency,
- a Member of Congress,
- an officer or employee of Congress, or
- an employee of a Member of Congress,

in connection with this Bid or any federal contract, grant, loan, or cooperative agreement related to the Project. **Do not submit this form** If no such lobbying activities have occurred.

1. Bidder Information

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

2. Reporting Entity

☐ Prime Bidder ☐ Subcontractor ☐ Other (specify): _____

3. Federal Program Information

Federal Program or Grant: _____

Federal Awarding Agency: _____

Federal Assistance Identification Number (if known): _____

4. Lobbying Contact Information

Name of Lobbying Registrant (if applicable): _____

Address: _____

Person(s) Contacted (Name and Title): _____

Federal Agency or Congressional Office Contacted: _____

5. Lobbying Activity Details

Describe the nature of the lobbying activity, including:

- the issue lobbied,
- the position taken,
- the method of communication (e.g., meeting, phone call, written communication), and
- the date(s) of the activity.

Description: _____

_____

_____

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6. Amount of Payment

Amount paid or expected to be paid (non-federal funds only): $_____

Form of payment (check all that apply): ☐ Cash ☐ In-kind (specify): _____

7. Certification

The undersigned certifies that the information provided above is true, complete, and accurate to the best of his or her knowledge and belief.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID ONLY IF LOBBYING ACTIVITIES OCCURRED

<< End of Document >>

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DAVIS-BACON COMPLIANCE CERTIFICATION

(Required for Federally Funded Projects Subject to the Davis-Bacon and Related Acts)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder will comply with all requirements of the Davis-Bacon and Related Acts (DBRA), including but not limited to:
    a. payment of not less than the prevailing wage rates and fringe benefits contained in the applicable U.S. Department of Labor wage determination,
    b. submission of weekly certified payrolls in accordance with 29 C.F.R. Part 3,
    c. compliance with all labor standards provisions in 29 C.F.R. Part 5, and
    d. posting of the applicable wage determination and required notices at the jobsite.

2. The Bidder will ensure that all laborers and mechanics employed on the Project are paid weekly and receive no less than the applicable prevailing wage rates for the classification of work actually performed, regardless of any contractual relationship alleged to exist.

3. The Bidder will require all Subcontractors of every tier to comply with DBRA requirements, including:
    a. payment of prevailing wages,
    b. submission of certified payrolls,
    c. compliance with all labor standards provisions, and
    d. flow-down of DBRA requirements to lower-tier subcontractors.

4. The Bidder acknowledges that failure to comply with DBRA requirements may result in withholding of payments, contract termination, suspension, debarment, or other remedies available under federal law.

5. The Bidder certifies that it has reviewed the applicable wage determination included in the Contract Documents or otherwise provided by the AGENCY.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

Draft

EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE CERTIFICATION

(Required for Federally Funded Projects Exceeding $10,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder will comply with Executive Order 11246, "Equal Employment Opportunity," as amended, and with all implementing regulations issued by the U.S. Department of Labor, including 41 C.F.R. Part 60-1.

2. The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and will take affirmative action to ensure that applicants and employees are treated without regard to these characteristics.

3. The Bidder will include the Equal Opportunity Clause set forth in 41 C.F.R. § 60-1.4(b) in every subcontract or purchase order of $10,000 or more, and will require all Subcontractors to comply with the clause and all applicable EEO requirements.

4. The Bidder will maintain all required employment and personnel records, permit access to such records by authorized federal officials, and comply with all reporting and posting requirements, including posting the "Equal Employment Opportunity is the Law" notice at the jobsite.

5. The Bidder acknowledges that noncompliance with EEO requirements may result in sanctions, including withholding of payments, contract termination, suspension, or debarment.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

Draft

RECOVERED MATERIALS COMPLIANCE CERTIFICATION

(Required for Federally Funded Projects Subject to 2 C.F.R. § 200.323)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder will comply with Section 6002 of the Solid Waste Disposal Act, as amended, and with all requirements of 2 C.F.R. § 200.323, including the procurement and use of products containing recovered materials as designated by the U.S. Environmental Protection Agency (EPA).

2. The Bidder will provide, use, and install EPA-designated items containing the highest percentage of recovered materials practicable, consistent with:
    a. maintaining a satisfactory level of competition,
    b. meeting performance requirements, and
    c. meeting price requirements.

3. The Bidder will ensure that all Subcontractors comply with the recovered materials requirements applicable to this Project, including the use of EPA-designated products where such products are:
    a. available,
    b. competitively priced, and
    c. meet performance specifications.

4. The Bidder will maintain documentation demonstrating compliance with recovered materials requirements and will make such documentation available to the AGENCY or federal awarding agency upon request.

5. The Bidder acknowledges that failure to comply with recovered materials requirements may result in remedies available under federal law, including withholding of payments or other sanctions.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

Business Name: _____

By (signature): _____

Print Name: _____

Title: _____

PLEASE RETURN THIS FORM WITH YOUR BID

<< End of Document >>

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AGREEMENT

THIS AGREEMENT (hereinafter, the "AGREEMENT"), is made and entered into by and between the Monterey County Water Resources Agency (hereinafter, the "AGENCY"), the Party of the first part, and _____
(hereinafter the "CONTRACTOR"), the Party of the second part.

RECITALS:

1. The AGENCY solicited bid proposals for the Nacimiento Dam South Access Road Repairs Project, located in San Luis Obispo County, California (hereinafter the "Project"); and,

2. CONTRACTOR submitted the lowest responsive and responsible Bid and proposal and the AGENCY desires to award the Contract to CONTRACTOR to complete the Project.

WITNESSETH: That the Parties hereto do mutually agree as follows:

ARTICLES OF THE AGREEMENT

1. Scope of Work
2. Contract Times
3. Contract Price
4. Payment Procedures
5. Liquidated Damages
6. Change Orders
7. Warranties
8. Indemnification
9. Bond Requirements
10. Insurance
11. Overriding CONTRACTOR Performance Requirements
12. Safety
13. Subcontractors
14. Notification of Third-Party Claims
15. Records of Confidentiality
16. Conflict of Interest Prohibition
17. Compliance with Applicable Laws and Permit Requirements
18. Employment Practices
19. Suspension of Work and Termination
20. Contract Interpretation and Miscellaneous Provisions
21. AGENCY'S and Engineer's Status During Construction
22. Claims and Dispute Resolution

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 construct and complete the Project in a good, expeditious, workmanlike, and substantial manner.

1.2 All work shall be completed in strict conformance with this AGREEMENT, the Drawings, 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:

A. **Exhibit A** – Conditions of the Contract, including:

1. **Document 00 71 00, "Definitions"**

2. **Document 00 73 00, "Supplemental Conditions to the AGREEMENT"**

B. **Exhibit B** – Contract Price and Payment Provisions

C. **Exhibit C** – Specifications, including:

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1. General Requirements (Division 01)

2. Technical Requirements (Divisions 02 onward)

D. **Exhibit D** – Drawings

E. **Exhibit E** – CONTRACTOR'S Executed Payment Bond and Performance Bond

F. **Exhibit F** – CONTRACTOR'S Certificate(s) of Insurance

G. **Exhibit G** – CONTRACTOR'S Additional Insured Insurance Policy Endorsements

H. **Exhibit H -** Bid Addenda

Other documents that are part of the Contract Documents include the Bid Addenda; Change Orders, Field Orders, written interpretations, and other written modifications issued in accordance with the Contract Documents; CONTRACTOR'S accepted Submittals; other documents specifically incorporated by reference in the Agreement; and the Notice to Proceed.

"Permits," are not included in this list because permits are regulatory instruments issued by outside authorities and do not constitute Contract Documents; however, the CONTRACTOR remains fully responsible for obtaining, complying with, and adhering to all permits as required by the Contract Documents.

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 one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:

A. Change Orders, Field Orders, and written interpretations issued pursuant to and in accordance with the AGREEMENT.

B. Notice to Proceed

C. AGREEMENT (**Document 00 52 00**)

D. Supplemental Conditions to the AGREEMENT (**Document 00 73 00**)

E. Definitions (**Document 00 71 00**)

F. General Requirements (Division 01)

G. Technical Requirements (Division 02 onward)

H. Drawings

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I. Bid Addenda

J. CONTRACTOR'S Accepted Submittals

K. Other documents or reports specifically incorporated by reference.

Reference Standards (e.g., ASTM, ASME, ACI, AWS, etc.) have no independent contractual authority and apply only to the extent specifically referenced in the Specifications. Bid Addenda are included in the Contract Documents solely as pre-award modifications to the bidding documents and have no effect on the Contract after execution, except to the extent their revisions are incorporated into the Specifications and Drawings. Only Change Orders and other post-award written modifications issued under the Contract may amend the Contract Documents after execution; Bid Addenda do not modify the Contract after execution. CONTRACTOR'S Accepted Submittals are post-award documents reviewed by the AGENCY for conformance with the Contract Documents and do not modify the Contract or change the CONTRACTOR'S obligations unless expressly approved as a deviation or substitution in a written modification issued in accordance with the Contract Documents.

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

A. Figures govern over scaled dimensions,

B. Detail drawings govern over general drawings,

C. Addenda drawings (pre-award) and Change Order drawings (post-award) govern over Contract Drawings, and

D. Contract drawings govern over standard drawings.

ARTICLE 2. CONTRACT TIMES

2.1 Commencement Date. The Commencement Date of this AGREEMENT is set forth in the AGENCY'S Notice to Proceed.

2.2 Milestone Dates. Milestones are specified times when elements of the Project work shall be completed. Milestone dates include intermediate milestones and milestones associated with Substantial and Final Completions. The milestone dates of this AGREEMENT are set forth in **Document 00 73 00, "Supplemental Conditions to the Agreement"**.

A. Intermediate Milestone(s). An intermediate milestone defines prerequisite work items that shall be accomplished to accommodate a specific project event and typically is a level of work completion necessary to accommodate the continued progression of the Project in an orderly manner.

B. Substantial Completion Milestone. When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the AGENCY and the Engineer in writing that the Work is substantially complete. Substantially complete

means that the Project work is finished to the point of completion that is set forth in **Document 00 73 00, "Supplemental Conditions to the Agreement"**. The CONTRACTOR shall attach to this request a list (punch list) of all Work items that remain to be completed and a request that the Engineer prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the AGENCY, the CONTRACTOR, and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, or that the list of remaining Work items is not comprehensive, the Engineer will notify the CONTRACTOR in writing giving the reasons therefore. If the Engineer considers the work substantially complete, the Engineer will prepare and deliver to the AGENCY the Certificate of Substantial Completion signed by the Engineer and CONTRACTOR, which shall fix the date of Substantial Completion.

C. Final Completion Milestone. Final Completion milestone is set forth in **Document 00 73 00, "Supplemental Conditions to the Agreement"**. Final Completion requires the completion of all Work specified in the Contract Documents, and the successful completion of closing out the Project in accordance with Specification **Section 01 77 00, "Contract Closeout Procedures"**.

ARTICLE 3. CONTRACT PRICE

3.1 The CONTRACTOR shall be compensated as full consideration for furnishing all labor, materials, equipment, tools, services, and incidentals necessary to complete the Work under this AGREEMENT on a lump-sum basis per accepted Bid Items and Bid Alternates (if applicable), as identified in AGREEMENT **Exhibit B, "Contract Price and Payment Provisions"**, up to a Contract Price total specified in **Exhibit B.** The Bid Form submitted by the CONTRACTOR is not a Contract Document and shall not be used to interpret the Work or modify the Contract Price.

3.2 Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in AGREEMENT **Article 6**.

3.3 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. In accordance with California Public Contract Code §22300, the CONTRACTOR may, at its sole expense and option, substitute securities for any moneys withheld by the AGENCY as retention, or request that retention moneys be deposited into an escrow account. If the CONTRACTOR elects to use an escrow account, the CONTRACTOR shall execute the Escrow Agreement included in **Document 00 61 23, "Escrow Agreement for Security Deposits In Lieu of Retention"**, and all escrow arrangements shall comply with §22300.

3.4 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.

3.5 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. PAYMENT PROVISIONS

4.1 CONTRACTOR shall submit any Application for Payment in accordance with AGREEMENT **Exhibit B**. Applications for Payment will be processed by Engineer as provided in the Exhibit.

ARTICLE 5. LIQUIDATED DAMAGES

5.1 The Parties agree that in case all the work called for under the Contract in all parts and requirements is not completed within the Contract Times specified in the AGREEMENT, 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 amount set forth in **Document 00 73 00, "Supplemental Conditions to the Agreement"**, 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 (or to become due) the CONTRACTOR under the Contract.

5.2 Liquidated damages for Substantial Completion and Final Completion run concurrently unless otherwise stated.

ARTICLE 6. CHANGE ORDERS

6.1 Definitions

A. "Change Order" shall mean a written modification of the Contract between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.

B. "Change Order Proposal" shall mean a CONTRACTOR-generated document in response to a Change Order Request (COR).

C. "Change Order Request" (COR) shall mean a document which informs the CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.

D. "Force Majeure" means an event or condition that is beyond the reasonable control of the CONTRACTOR, is not the result of the CONTRACTOR'S fault or negligence, and that could not have been prevented, avoided, or overcome by the exercise of reasonable diligence. Force Majeure events include, but are not limited to:

1. Earthquakes, wildfires, floods, and other acts of God.

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2. Epidemics, pandemics, or public-health emergencies.

3. Widespread labor strikes or labor disturbances not limited to the CONTRACTOR or its Subcontractors

4. Acts of war, terrorism, or civil unrest.

5. Governmental orders, embargoes, or shutdowns that directly affect the Work and are not the result of the CONTRACTOR'S actions.

6.2 General

A. The AGENCY, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract 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 Contract Documents. The Contract Price may be changed only by Change Order.

B. The amount to be paid to the CONTRACTOR pursuant to the Contract Documents 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 Price on account thereof. Upon receipt of a written Change Order or a Field 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 Price or Contract Time has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

6.3 Method to Calculate Adjustments in Contract Price

A. Determination of the method to be used to calculate adjustments in the Contract 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:

1. Unit Price Method;

2. Firm Fixed Price Method (also known as Lump Sum); or

3. Time and Materials Method.

B. Unit Price Method. Whenever AGENCY or its Engineer authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY'S authorization shall clearly state the:

1. Scope of Work to be performed;

2. Applicable Unit Price; and,

3. Not to exceed amount of reimbursement as established by the AGENCY.

The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit. 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. Verification by the AGENCY shall be final. No payment shall be made for quantities not verified by the AGENCY.

C. Firm Fixed Price Method. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as total compensation for the performance of changed work. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY'S authorization shall clearly state:

1. Scope of Work to be performed;

2. Total Fixed Price payment for performing such work.

D. Time and Materials Method. Whenever the AGENCY authorizes the CONTRACTOR to perform work on a Time and Materials basis, AGENCY'S authorization shall clearly state:

1. Scope of Work to be performed;

2. Not to exceed amount of reimbursement as established by the AGENCY.

CONTRACTOR responsibilities during Time and Material work shall be:

1. Cooperate with AGENCY and assist in monitoring the work being performed;

2. 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 (e.g., Daily Extra Work Reports) 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. Failure to submit daily documentation before the close of business on the same working Day shall result in waiver of compensation for that 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 Engineer;

3. Perform all work in accordance with this provision as efficiently as possible; and

4. Not exceeding any cost limit(s) without AGENCY'S prior written approval.

5. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR'S requested price adjustment.

6. Markups and Equipment Rates for Time and Materials Work. Markups for Time and Materials work shall not exceed the following:

   a. Labor: Fifteen percent (15%) of actual wages paid.

   b. Materials: Ten percent (10%) of actual cost of materials incorporated into the Work.

   c. Equipment: Ten percent (10%) of equipment rental or ownership costs.

   d. Subcontractor Pass-Through: Five percent (5%) markup on Subcontractor-performed Time and Materials work.

   Equipment rental or ownership rates shall not exceed the rates published in the most current Caltrans Labor Surcharge and Equipment Rental Rate Book. If a piece of equipment is not listed in the Caltrans schedule, the rate shall be negotiated and approved by the AGENCY prior to use.

   No additional markups, fees, surcharges, home office overhead, or administrative costs shall be added to Time and Materials work unless expressly authorized in writing by the AGENCY.

6.4 Non-Compensable Causes of Cost Increases

A. No adjustment to the Contract Price shall be made for any portion of a cost increase that results from:

1. CONTRACTOR-Caused Costs – The fault, acts, errors, or omissions of the CONTRACTOR, or of any Subcontractor, supplier, or other entity for whom the CONTRACTOR is responsible.

2. Concurrent Fault – A condition or event that is concurrently caused by both the CONTRACTOR and the AGENCY.

3. Force Majeure Cost Impacts – An event of Force Majeure. Force Majeure events may entitle the CONTRACTOR to a time extension to the extent the event delays critical-path Work, but they shall not entitle the CONTRACTOR to an increase in the Contract Price unless expressly provided elsewhere in the Contract Documents.

6.5 Unallowable Costs

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A. The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to payment for, any Unallowable Costs. Unallowable Costs shall not be recoverable under any theory of contract, tort, quantum meruit, or equitable adjustment. Unallowable Costs include, but are not limited to:

1. Interest, attorney's fees, or other legal costs except where expressly mandated by California statute.

2. Costs of preparing, reviewing, or submitting claims, Change Proposals, or Requests for Change Orders.

3. Lost profits, lost income, loss of anticipated earnings, or loss of business opportunities.

4. Rescheduling costs not directly attributable to a compensable change, including resequencing, acceleration, or inefficiency costs unless expressly authorized by Change Order.

5. Costs for idle equipment that is not at the Site, has not been employed in the Work, and is not scheduled for use at the Site.

6. Lost earnings or interest on unpaid retention.

7. Claims consulting or expert-witness costs.

8. Costs of corporate officers or home-office staff visiting the Site or attending meetings with the AGENCY.

9. Costs arising from fluctuations in foreign currency exchange rates.

10. Any special, consequential, incidental, or punitive damages incurred by the CONTRACTOR or its Subcontractors.

6.6 Signatures on Change Orders

A. A Change Order shall be in writing and shall be signed by the AGENCY'S General Manager, or his designee. No other representative of the AGENCY is authorized to execute a Change Order. 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.

B. The AGENCY will make reasonable efforts to obtain the CONTRACTOR'S signature on all Change Orders; however, if the CONTRACTOR refuses or fails to execute a Change Order within the time specified by the Engineer, the AGENCY reserves the right to issue the Change Order unilaterally. A unilateral Change Order issued under this Article shall have the same force and effect as if executed by both Parties, and the CONTRACTOR shall promptly proceed with the Work as directed

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6.7 Changes Requiring an Increase in Contract Price

A. 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) working Days 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.

B. 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) working Days 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.

C. 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) working Days 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.

D. 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.

E. Until such time as the AGENCY makes it election under this paragraph, the CONTRACTOR shall submit daily time and material tickets (Daily Extra Work Reports) to the AGENCY which shall be subject to authentication as therein provided. A Daily Extra Work Report not submitted before the close of business on the same working Day shall be deemed waived. Authentication by the AGENCY shall be a condition precedent to payment. At such time as the AGENCY makes its election under this subarticle, 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.

F. CONTRACTOR'S failure to submit a proposal within the required time shall constitute a waiver of the CONTRACTOR'S right to price the change, and the AGENCY may determine the price in its reasonable judgment.

6.8 Changes Requiring a Decrease in Contract Price

A. If the change in the Work will result in a decrease in the Contract Price, 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) working 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.

B. The CONTRACTOR shall not be entitled to claim lost profits on deleted Work.

6.9 Disputes Regarding Changes

A. If any dispute should arise between the Parties with respect to an increase or decrease in the Contract Price 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 Contract Price; and the AGENCY shall have the right to decrease the Contract Price 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 Price. Payment of the AGENCY'S reasonable estimate shall not constitute agreement as to the amount of the adjustment.

6.10 Limitations

A. Except as expressly provided by this Article, there shall be no change whatsoever in the Drawings, Specifications, or the Work. The CONTRACTOR shall not vary the Work, the Contract Documents, or change, add to, or omit any element, component part, or portion of the Work without the express written consent of the AGENCY contained in an executed Change Order or Field Order as herein provided. Field Orders may direct changes in the Work but shall not adjust the Contract Price or Contract Time.

B. The AGENCY shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same have been authorized by, and the cost thereof approved in writing by, a Change Order. The CONTRACTOR shall not rely on any oral instructions, comments, clarifications, or directives from the AGENCY's staff, consultants, inspectors, or other representatives. Only written directives issued in accordance with this Article shall be binding upon the AGENCY.

C. No extension of time for performance of the Work shall be allowed for changes in the Work unless a claim for such extension is made at the time the change is ordered and such extension is duly adjusted in writing by the AGENCY.

D. The 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 Contract Documents, notwithstanding any request for a change in the Work, to the extent that proceeding is reasonable and feasible under the circumstances.

ARTICLE 7. WARRANTIES

7.1 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.

7.2 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.

7.3 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.

7.4 CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. 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 the Project except with the written consent of the AGENCY.

ARTICLE 8. INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, defend immediately upon tender, and hold harmless AGENCY, the County of Monterey, their 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 9. BOND REQUIREMENTS

9.1 The CONTRACTOR shall furnish a Performance Bond and a Payment Bond, each in the amount one-hundred percent (100%) of the Contract 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 10. INSURANCE

10.1 Evidence of Coverage

A. 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.

B. This verification of coverage shall be sent to the AGENCY'S Contracts/Purchasing Department, unless otherwise directed. 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.

C. Qualifying Insurers. All coverages, 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 AGENCY'S Purchasing Officer.

10.2 Insurance Coverage Requirements

A. 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:

1. 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 $3,000,000 per occurrence and $5,000,000 aggregate. -

2. 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.

3. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code §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.

10.3 Other Insurance Requirements:

A. 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 years following the date CONTRACTOR completes its performance of services under this AGREEMENT. The CONTRACTOR shall, upon demand of the AGENCY, deliver to the AGENCY such policy or policies of insurance and the receipts for payment of premiums thereon.

B. 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 showing each Subcontractor has insurance coverage that meets or exceeds the requirements of this AGREEMENT, 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.

C. Endorsements. Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, its officers, agents, Authorized 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.

D. Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with the AGENCY 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.

E. 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 11. OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

11.1 Independent CONTRACTOR

A. CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of Monterey County, the AGENCY, nor immediate family of an employee of Monterey County or 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.

11.2 Minimum Work Performance Percentage

A. CONTRACTOR shall perform with his 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 his own organization or per a consortium. The term 'Specialty Item' shall have the meaning given in **Document 00 71 00, "Definitions"**. Any 'Specialty Items' of Work for this Project are as set forth in **Document 00 73 00, "Supplemental Conditions to the AGREEMENT"**.

ARTICLE 12. SAFETY

12.1 CONTRACTOR'S Responsibility for Safety

A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and safety 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:

1. All employees engaged in the Work and all other persons who may be affected by the Work.

2. All the Work and all materials and equipment to be incorporated into the Work, whether in storage on or off the Site, under the care, custody, or control of the CONTRACTOR or any Subcontractor.

3. Other property at or adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and Utilities not designated for removal, relocation, or replacement.

B. Appurtenance costs associated with the regulations of public agencies having jurisdiction over safety, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), shall be incorporated into the cost of the Bid Item requiring those levels of appurtenances.

12.2 Compliance with Safety Requirements

A. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction relating to the safety of persons or property or to the protection of the Work. The CONTRACTOR shall erect and maintain, as required by existing conditions and the progress of the Work, all safeguards for safety and protection, including posting danger signs, implementing safety regulations, and notifying owners and operators of adjacent utilities.

12.3 Trench Safety

A. For all trenches to be excavated in connection with the Work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping, or other protective systems for worker protection from the hazard of caving ground. If the plan varies from the shoring system standards, it shall be prepared by a registered civil or structural engineer. The plan shall be submitted and shall receive review and acceptance for compliance with statutory requirements by the AGENCY, or by a registered civil or structural engineer employed by the AGENCY, before excavation begins. The protective system shall be at least as effective as that required by the Construction Safety Orders. See California Labor Code § 6705.

12.4 Hazardous Substances

A. "Hazardous Substance" means any substance listed as a hazardous substance by the Director of Industrial Relations pursuant to California Labor Code § 6382, including asbestos, lead, toxic chemicals, contaminants, substances designated by the Environmental Protection Agency as hazardous, and other pollutants or contaminants.

B. If the CONTRACTOR encounters any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the affected area and notify the AGENCY in writing.

C. The CONTRACTOR and its Subcontractors shall not bring any Hazardous Substance onto the Site or use any Hazardous Substance in the Work without the AGENCY's prior written consent. The CONTRACTOR and its Subcontractors shall

comply with all laws governing the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the Site by the CONTRACTOR, its Subcontractors, or their personnel.

D. Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance of Hazardous Substances shall be performed only by personnel licensed and certified to perform such work. All such work shall be performed in compliance with applicable laws and in accordance with the recommendations of the certified County agent and other appropriate governmental agencies.

E. If Hazardous Substances are present on the Site, the CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fencing, and covered walkways as required by this AGREEMENT, prudent construction practices, and applicable laws to protect the health and safety of passersby.

12.5 CONTRACTOR'S Safety Monitoring

A. 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 the CONTRACTOR designates another qualified individual in writing to the AGENCY.

12.6 Unsafe Loading

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

12.7 Emergencies

A. 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 AGREEMENT **Article 6** governing Change Orders.

12.8 Accidents

A. The CONTRACTOR shall promptly report in writing to the AGENCY all accidents arising out of or in connection with the performance of the Work, whether on or off the Site, that result in death, personal injury, or property damage, including full details and statements of witnesses. If death, serious injury, or serious property damage occurs, the CONTRACTOR shall immediately notify the Engineer by telephone or messenger and shall thereafter promptly submit a written report to the AGENCY.

ARTICLE 13. SUBCONTRACTORS

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13.1 No Contractual Relationship between AGENCY and Subcontractors:

A. Nothing contained in the Contract Documents shall create any contractual relation between the AGENCY and any Subcontractor.

13.2 Work Performed by Subcontractors; Substitutions

A. Subcontracted work shall be performed only by the Subcontractors identified in CONTRACTOR'S Bid, **Document 00 43 15, "List of Subcontractors"**, as provided by Public Contract Code §4100, et seq. Substitution of Subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §4100, et seq. Subcontractors are to be registered with the California Department of Industrial Relations.

13.3 Contracts with Subcontractors

A. 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.

13.4 Payments to Subcontractors

A. 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.

B. AGENCY Withholds Certificate Due to CONTRACTOR Fault. If the AGENCY withholds or fails to issue a Certificate for Payment due to the CONTRACTOR'S fault, and not due to any fault of the affected Subcontractor, the CONTRACTOR shall, upon the Subcontractor's written demand made any time after the Certificate for Payment should have been issued, promptly pay the Subcontractor for all Work properly performed to-date, less the applicable retention. The CONTRACTOR may not withhold payment from a Subcontractor based on the AGENCY'S non-issuance of a Certificate for Payment when the underlying cause is attributable to the CONTRACTOR.

C. AGENCY Withholds Certificate Due to Subcontractor Fault. If the AGENCY withholds or fails to issue a Certificate for Payment because of the fault, noncompliance, or deficient performance of a Subcontractor, the CONTRACTOR may withhold payment from that Subcontractor in an amount consistent with the AGENCY'S Payment Withhold and any additional costs, damages, or delays

attributable to the Subcontractor's actions or omissions. The CONTRACTOR shall provide written notice to the Subcontractor identifying the basis for the withhold and the amount being withheld. The Subcontractor shall not be entitled to payment for the affected Work until the conditions preventing issuance of the Certificate for Payment have been fully remedied to the AGENCY'S satisfaction.

D. 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.

13.5 Information Provided to Subcontractors

A. The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such Subcontractors.

13.6 CONTRACTOR'S Responsibility for Work of Subcontractors

A. 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 he is for acts and omissions of persons directly employed by him.

ARTICLE 14. NOTIFICATION OF THIRD-PARTY CLAIMS

A. AGENCY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code §9201.

ARTICLE 15. RECORDS AND CONFIDENTIALITY

15.1 Confidentiality

A. 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.

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B. Nothing in this AGREEMENT shall prevent AGENCY from disclosing records as required by the California Public Records Act.

15.2 AGENCY Records

A. 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.

15.3 Maintenance of Records

A. 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.

15.4 Access to and Audit of Records

A. 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 California Government Code §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 years after final payment under the AGREEMENT.

ARTICLE 16. CONFLICT OF INTEREST PROHIBITION

A. 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 17. COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

A. 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 Work or those engaged to perform Work 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 Work under this AGREEMENT, with the exceptions of permits to be procured by the AGENCY as identified in **Document 00 73 00, "Supplemental Conditions of the AGREEMENT"**. Permit listed in **Document 00 73 00** are procured by the AGENCY; all other permits required for the Work shall be obtained by the CONTRACTOR as

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specified in Specification **Section 01 41 26, "Permit Requirements"**. The AGENCY shall furnish such permits to the CONTRACTOR promptly upon receipt.

B. CONTRACTOR shall report, in writing, immediately to the Engineer 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 Work.

C. 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 18. EMPLOYMENT PRACTICES

18.1 Non-Discrimination in Employment Practices

A. 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.

B. "Discrimination" Defined. As used in this Contract, 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 of retaliation.

C. Application of Monterey County Code, Chapter 2.80. The provisions of Monterey County Code, Title 2, Chapter 2.80, apply to activities conducted pursuant to this Contract. CONTRACTOR and its officers and employees, in their actions under this Contract, are agents of the AGENCY 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 AGENCY 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.

D. 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:

1. California Labor Code §1735;

2. California Fair Employment and Housing Act, Government Code §§12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, §§11000 et seq. (Division 4.1 – Civil Rights Department);

3. California Government Code §§11135 - 11139.5 (Title 2, Division 3, Part 1, Chapter 1, Article 9.5) and any applicable administrative regulations issued thereunder;

4. Federal Civil Rights Acts of 1964 and 1991, including without limitations:

    e. Title VI, 42 U.S.C. §§ 2000d–2000d-7, and the regulations issued thereunder (e.g., 45 CFR Part 80);

    f. Title VII, 42 U.S.C. §§ 2000e–2000e-17, and the regulations issued by the Equal Employment Opportunity Commission (29 CFR Parts 1600–1699);

    g. and all guidelines and interpretations issued pursuant thereto;

5. The Rehabilitation Act of 1973, Sections 503 and 504

    a. Section 503, 29 U.S.C. § 793, and the regulations issued thereunder (41 CFR Part 60-741);

    b. Section 504, 29 U.S.C. § 794, and the regulations issued by the U.S. Department of Health and Human Services (45 CFR Part 84) and other applicable federal agencies;

    c. and all guidelines and interpretations issued pursuant thereto;

6. Americans With Disabilities Act of 1990 (ADA) 42 U.S.C. §§12101-12213; 47 U.S.C. §§225 and 611; the regulations issued pursuant thereto, including but not limited to:

    a. 28 CFR Parts 35 and 36 (DOJ regulations for Titles II and III);

    b. 29 CFR Parts 1602, 1627, and 1630 (EEOC regulations for Title I);

    c. 36 CFR Part 1191 (U.S. Access Board accessibility guidelines);

7. Unruh Civil Rights Act, California Civil Code §§51 et seq.; and

8. Monterey County Code, Title 2, Chapter 2.80, as amended and procedures issued pursuant thereto.

E. Written Assurances. Upon request by the AGENCY, CONTRACTOR shall provide

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any written assurances within the time specified by the AGENCY 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 Executive Order 11246, as amended, as may be required by the federal government in connection with this AGREEMENT, including but not limited to:

1. Title VI, pursuant to 45 CFR § 80.4;

2. Section 504 of the Rehabilitation Act, pursuant to 45 CFR § 84.5;

3. Executive Order 11246, pursuant to 41 CFR Chapter 60;

4. and any other applicable state or federal regulations.

F. 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 CONTRACTOR'S employees, the AGENCY, AGENCY'S officers and employees, and members of the public, upon request.

G. Access to Records by Government Agencies. CONTRACTOR shall permit access by 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 Contract 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.

H. Binding on Subcontractors. The provisions of AGREEMENT **Article 18.1** 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.

18.2 Eight-Hour Day, 40-Hour Week

A. No work shall be performed by CONTRACTOR'S employees 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 California Labor Code §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.

B. Penalties. Pursuant to California Labor Code §1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, $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 §§1810-1815.

C. 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 the Engineer 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. Failure to obtain written approval in advance shall constitute a waiver of any claim for additional compensation.

18.3 Prevailing Wages

A. 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 (§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 Monterey County Water Resources Agency offices located at **1441 Schilling Place, North Building, Salinas, CA 93901**. 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

B. Payment of Prevailing Wage Rates Required. CONTRACTOR and all Subcontractors performing work under this Contract 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 §1771.

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

18.4 Payroll Records

A. Compliance with California Labor Code §1776. CONTRACTOR and all Subcontractors shall comply with California Labor Code §1776, the requirements of which are set forth in this Article. The CONTRACTOR shall be responsible for compliance with these provisions by his Subcontractors.

B. 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.

C. Certification and Inspection of Payroll Records. The payroll records 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:

1. 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.

2. A certified copy of all payroll records shall be made available for inspection, or furnished upon request to the AGENCY, the Department of Industrial Relations Division of Labor Standards Enforcement or the Division of Apprenticeship Standards.

3. A certified copy of all payroll records 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 Department of Industrial Relations 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.

D. Filing of Records. The CONTRACTOR and each Subcontractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) Days after receipt of a written request.

E. 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 California Department of Industrial Relations 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 payroll 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 U.S.C. §175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

F. Notice to AGENCY Concerning Location of Records. The CONTRACTOR and each Subcontractor shall inform the AGENCY as to the location of the payroll records including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.

G. Notice of Non-Compliance; Penalties. In the event of non-compliance with the requirements of this Article, 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 Article. Should non-compliance still be evident after such ten (10) Day period, the CONTRACTOR or Subcontractor shall, as a penalty to the AGENCY, forfeit $25 for each calendar Day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the California Department of Industrial Relations Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

ARTICLE 19. SUSPENSION OF WORK AND TERMINATION

19.1 Temporary Suspension of Work by AGENCY

A. The AGENCY, at any time and without cause, may suspend the Work or any part thereof by notice in writing to the CONTRACTOR. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall have no claim for damages or compensation on account of such suspension but the CONTRACTOR will be allowed an extension of the Contract Time to complete the Work if the portion of the suspended Work was on the Critical Path or became Critical Path Work as a result of the suspension. The Change in Contract Times will be administered via Change Order based on the CONTRACTOR'S time impact analysis that documents the request for a time extension. The CONTRACTOR shall resume the Work when so notified in writing by the AGENCY.

19.2 Suspension of AGREEMENT (CONTRACTOR DEFAULT)

A. If the CONTRACTOR abandons the Work, or if he is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws, or if he persistently fails to supply sufficient skilled superintendence and workmen or suitable materials or equipment, or if he persistently fails to make prompt payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the AGENCY, or neglects to prosecute the Work in accordance with the Contract Documents including requirements of the Update Project Schedule, or if he fails to promptly comply with the requirements of any Change Order, or if he assigns this AGREEMENT otherwise than herein provided, or if the AGENCY at any time is of the opinion that the performance of the Work is unnecessarily or unreasonably delayed or that the CONTRACTOR is willfully violating any of the provisions of the Contract Documents or is executing the same in bad faith, or if the Work is not fully completed within the Contract Time and any authorized extensions thereof, or if the AGENCY is of the opinion that the Work cannot be completed for the unpaid balance of the Contract Price or will not be completed within the Contract Time, or if the CONTRACTOR otherwise violates any provisions of the Contract Documents, then the AGENCY may, without prejudice to any other right or remedy and by means of written notice to the CONTRACTOR and his surety, instruct the CONTRACTOR to discontinue all Work or any part thereof under the AGREEMENT or terminate the services of the CONTRACTOR by providing the CONTRACTOR with a written Notice of Termination. Upon issuance of a Notice of Termination, AGENCY will promptly notify the surety and demand performance under the Performance Bond. The CONTRACTOR, under a written instruction to discontinue, shall not resume any of the Work except by written notice from the AGENCY. In either case, the AGENCY may take possession of the Work and Project and of all materials, equipment, plant, tools, supplies, construction machinery and equipment, and property of every kind thereon owned and furnished by the

CONTRACTOR for the purpose of the Work and finish the Work by whatever method the AGENCY may deem expedient. The CONTRACTOR shall not be entitled to receive any further payment after the date of said written notice from the AGENCY unless instructed in writing by the AGENCY to resume any part of the Work, or until the Work is finished by the AGENCY if the AGENCY elects. If the unpaid balance of the Contract Price exceeds the direct and indirect costs to the AGENCY of finishing the Work, including compensation for additional administrative, consultant, professional, testing, and inspection services, such excess will be paid to the CONTRACTOR. If such costs to the AGENCY exceed such unpaid balance, the CONTRACTOR shall pay the difference to the AGENCY.

19.3 CONTRACTOR'S Continuing Liability

A. When the CONTRACTOR'S services have been discontinued or terminated, said discontinuance or termination shall not affect any rights of the AGENCY against the CONTRACTOR, then existing or which may thereafter accrue. Any retention or payment of moneys by the AGENCY due the CONTRACTOR will not release the CONTRACTOR from liability.

19.4 Termination of AGREEMENT (FOR CONVENIENCE)

A. Upon seven (7) Days after written notice to the CONTRACTOR, the AGENCY may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the AGREEMENT by providing the CONTRACTOR with a written Notice of Termination. In such case, the CONTRACTOR will be paid for all Work satisfactorily executed and any proven expense sustained plus a reasonable profit. Profit shall be limited to the portion of the Work actually performed and shall not include anticipated profits on unperformed Work.

19.5 Stopping Work or Termination by CONTRACTOR (AGENCY DEFAULT)

A. If, through no fault, act, or omission of the CONTRACTOR or a Subcontractor or Sub-subcontractor or their agents or employees or any other person performing any of the Work under a contract with the CONTRACTOR, the Work is suspended for a period of more than ninety (90) Days by the AGENCY (except as provided in AGREEMENT **Article 20** for Federal Hindrance) or under an order of any court or other public authority having jurisdiction, or the AGENCY fails to act on any application for progress payment within thirty (30) Days after it is submitted or the AGENCY fails to pay the CONTRACTOR any progress payment sum approved by the AGENCY within forty-five (45) Days of its Certificate for Payment, or the AGENCY fails to pay the CONTRACTOR any sum awarded by arbitrators within sixty (60) Days of its approval and presentation, then the CONTRACTOR may, upon ten (10) Days after written notice to the AGENCY, terminate the AGREEMENT and recover from the AGENCY payment for all Work satisfactorily executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages. Reasonable profit shall be limited to the portion of the Work actually performed and shall not include anticipated profits on unperformed Work. In addition and

in lieu of terminating the AGREEMENT, if the AGENCY has failed to act on an application for progress payment or has failed to make any progress payment as aforesaid, the CONTRACTOR may, upon ten (10) Days' written notice to the AGENCY, stop the Work until he has been paid all amounts then correctly due him, in which event and upon resumption of the Work, an appropriate Change Order will be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to such stoppage of the Work.

ARTICLE 20. CONTRACT INTERPRETATION AND MISCELLANEOUS PROVISIONS

20.1 Representations and Warranties

A. The CONTRACTOR represents and warrants that it is duly organized, validly existing, and in good standing under applicable law; is properly licensed and qualified to perform the Work in the State of California; will utilize only properly licensed and certified personnel and Subcontractors; has full authority to execute and perform this AGREEMENT; and that execution and performance of this AGREEMENT will not violate or create a default under any other agreement or obligation binding upon the CONTRACTOR.

20.2 Giving Notice

A. Formal Notice. Notices required under this AGREEMENT shall be in writing and may be delivered by personal service, certified mail, or electronic mail. Notice by electronic mail shall constitute valid Notice only when sent to the designated Notice email address for the receiving Party.

B. Fax Numbers. Fax numbers may be listed for administrative convenience; however, transmission by facsimile shall not constitute Notice under this Agreement.

C. Deemed Received. Notice shall be deemed received upon: (1) actual delivery if delivered by personal service; (2) three (3) business Days after deposit in the U.S. mail if sent by certified mail; or (3) the date and time the electronic mail is sent, provided it is transmitted to the designated Notice email address and the sender does not receive a bounce-back or error message.

D. Routine Communications. Routine Project communications, including but not limited to RFIs, Submittals, scheduling updates, and day-to-day correspondence, do not constitute Notice unless expressly identified as such and delivered in accordance with this Article.

E. Emergency Communications. In the event of an emergency affecting safety or property, the Parties may communicate by any available means; however, such communication shall not constitute Notice unless followed by formal Notice in accordance with this Article.

F. CONTRACTOR shall give AGENCY prompt Notice of any change of address.

G. Unless changed according to these Notice provisions, Notices shall be addressed to:

TO AGENCY:	TO CONTRACTOR:
Attn: GENERAL MANAGER	Attn:
c/o Mark E. Foxworthy, Project Manager	
Monterey County Water Resources Agency P.O. Box 930 Salinas, CA 93902 Tel: (831) 755-4860	Tel:
Fax: (831) 424-7935	Fax:
Email: FoxworthyME1@countyofmonterey.gov	Email:

20.3 No Personal Liability; Limitation of AGENCY Liability

A. No officer, employee, or authorized agent of the AGENCY shall be personally liable for the performance of this AGREEMENT or any of the Contract Documents, nor shall any such person be liable under any theory of warranty of authority. The CONTRACTOR acknowledges that the AGENCY'S liability is limited solely to the obligations expressly authorized by the Contract Documents or applicable law.

20.4 Amendment

A. This AGREEMENT cannot be altered, amended or modified in any respect, except by a written Change Order duly executed by the Parties.

20.5 Partial Invalidity

A. 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 Contract Documents 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 Contract Documents), that provision is deemed included in that portion.

20.6 Non-Waiver

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A. No failure of the AGENCY or CONTRACTOR to enforce any provision of this Contract shall constitute a waiver of that provision or any other provision, nor shall any single or partial exercise of any right preclude any other future exercise of that right.

20.7 Assignment

A. The CONTRACTOR shall not assign, transfer, or convey any rights, obligations, or interests under this AGREEMENT, in whole or in part, without the prior written consent of the AGENCY, which may be withheld in the AGENCY'S sole discretion. Assignment of payment rights to a financial institution shall be permitted only to the extent allowed by law. Subcontracting portions of the Work in accordance with this AGREEMENT shall not constitute an assignment.

20.8 Assignment of Antitrust Actions to Awarding Body

A. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 commencing with §16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract of the subcontract. This assignment shall be made and become effective at the time AGENCY tenders Final Payment to CONTRACTOR, without further acknowledgment by the Parties.

20.9 Federal Hindrance

A. In entering into this AGREEMENT, it is clearly understood by all Parties hereto that conditions may subsequently arise resulting from, connected with, or growing out of any war, national emergency, or federally declared emergency in which the United States may be engaged, or any national emergency or condition created directly or indirectly by or for the national defense or national interests, and which are entirely beyond the control of either Party, that may hinder, delay or render impossible the performance of this AGREEMENT in accordance with its terms and conditions. It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in the event the CONTRACTOR shall be prevented from performing the Work or any part thereof by reasons of the conditions above stated, the CONTRACTOR shall notify the AGENCY in writing of his inability to perform, stating in full the reason therefore and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform. If it shall appear to the satisfaction of the AGENCY that the cause of inability to perform arose after the AGREEMENT was entered into and is beyond the control of the CONTRACTOR, the AGENCY may, (1) if lawfully within its power, remove the cause which prevents performance; or (2) suspend this AGREEMENT until the cause of inability to perform is removed; or (3) with the consent of the CONTRACTOR, renegotiate or amend this AGREEMENT by

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extending the time of performance or by making the changes in the character of the Work, or in the materials or equipment required in order to enable performance of the Work; or (4) waive performance of that part of the Work which is impossible or supply substitute materials for those unavailable, and where this remedy is resorted to, the payment due the CONTRACTOR will be reduced to the extent of the Work not required to be performed based so far as is practicable upon unit prices bid, by an appropriate Change Order. If none of the foregoing procedures are adopted by the AGENCY within thirty (30) Days after the AGENCY is satisfied and so finds that the CONTRACTOR is unable to perform for the reasons above stated, then either Party hereto may, without incurring any liability, elect to declare this AGREEMENT terminated upon the ground of impossibility of performance. Upon such termination, the CONTRACTOR will be paid as provided in AGREEMENT **Article 19.4** for termination of the AGREEMENT for convenience.

20.10 Governing Law and Venue

A. 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.

B. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

ARTICLE 21. AGENCY'S AND ENGINEER'S STATUS DURING CONSTRUCTION

21.1 Role of AGENCY

A. AGENCY is the contracting entity and retains ultimate authority over the Project. Except as expressly provided in this AGREEMENT, AGENCY exercises its authority through the Engineer or another designated representative.

B. Nothing in this Article shall be construed to place upon AGENCY any responsibility for the means, methods, techniques, sequences, procedures, or safety precautions employed by CONTRACTOR in performing the Work.

C. AGENCY may communicate directly with CONTRACTOR on matters affecting the administration of the Contract; however, such communications shall not modify the Contract or alter the Engineer's authority unless expressly stated in writing.

21.2 Role of Engineer

A. The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by both AGENCY and CONTRACTOR.

B. The Engineer will, within a reasonable time, render such interpretations as may be necessary for the proper execution or progress of the Work.

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C. Claims, disputes, and other matters in question between CONTRACTOR and AGENCY relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Engineer for decision, which the Engineer will render, in writing, within a reasonable time.

D. In the Engineer's capacity as interpreter and judge, the Engineer will exercise best efforts to ensure faithful performance by both AGENCY and CONTRACTOR and will not show partiality to either.

E. All interpretations and decisions of the Engineer shall be consistent with the intent of the Contract Documents.

F. Regulatory Use of the Title "Resident Engineer". When the Project involves regulatory oversight or reporting, the AGENCY may refer to the individual serving as Engineer as "Resident Engineer" in communications with regulatory agencies, including, but not limited to, the California Division of Safety of Dams (DSOD), the Federal Energy Regulatory Commission (FERC), or the Federal Emergency Management Agency (FEMA). Such usage does not alter the individual's contractual role or authority as Engineer under the Contract Documents.

21.3 Limitations on Engineer's Authority

A. The Engineer shall not have authority to direct, control, or supervise CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction, or safety programs or precautions, except as may be necessary to ensure compliance with the Contract Documents.

B. The Engineer's review, approval, or acceptance of Work, materials, equipment, submittals, or other items shall not relieve CONTRACTOR of responsibility for compliance with the Contract Documents.

C. The Engineer shall not have authority to modify the Contract Price or Contract Time except as expressly provided in this AGREEMENT or through a properly issued Change Order.

D. The Engineer's presence at the site or failure to detect defective or nonconforming Work shall not relieve CONTRACTOR of responsibility for such Work.

21.4 Communications with CONTRACTOR

A. Except as otherwise authorized by AGENCY, the Engineer shall be the primary point of contact between AGENCY and CONTRACTOR for matters relating to the execution of the Work.

B. CONTRACTOR shall direct all communications, requests for information, and proposed modifications to the Engineer unless otherwise directed in writing.

C. Communications by the Engineer to CONTRACTOR shall be deemed communications by AGENCY.

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21.5 Engineer's Authority to Reject Work

A. The Engineer may reject Work that does not conform to the requirements of the Contract Documents.

B. The Engineer may require CONTRACTOR to uncover, remove, replace, or correct nonconforming Work, and may require additional inspection or testing as necessary to verify compliance.

C. The Engineer's failure to reject defective or nonconforming Work shall not constitute acceptance and shall not relieve CONTRACTOR of responsibility for such Work.

21.6 Engineer's Authority to Order Minor Changes

A. The Engineer may issue a Field Order directing minor changes in the Work that do not involve an adjustment to the Contract Price or Contract Time and that are consistent with the intent of the Contract Documents.

B. CONTRACTOR shall promptly carry out such Field Orders.

C. Field Orders shall not constitute a Change Order and shall not authorize changes affecting price or time.

21.7 Engineer's Role in Submittals

A. The Engineer's role in the submittal review process are as specified in Specification **Section 01 33 00, "Submittal Procedures"**.

B. The Engineer's review shall not relieve CONTRACTOR of responsibility for:

1. dimensions, quantities, and field measurements;

2. selection of materials, equipment, or fabrication processes;

3. coordination of the Work;

4. compliance with safety requirements; or

5. compliance with the Contract Documents.

C. Review of a specific item shall not indicate approval of an assembly of which the item is a component unless expressly stated.

ARTICLE 22. CLAIMS AND DISPUTE RESOLUTION

22.1 General

A. Codes cited in this Article refer to California codes.

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B. This Article establishes the exclusive contractual procedures for the submission, review, and resolution of Claims arising under or relating to the AGREEMENT. These procedures are intended to comply with Public Contract Code §9204 and, for Claims of three hundred seventy-five thousand dollars ($375,000) or less, Public Contract Code §§ 20104 through 20104.6.

C. CONTRACTOR shall continue to perform all Work, including disputed Work, without delay during the pendency of any Claim, dispute, or proceeding under this Article.

D. Any civil action arising out of or relating to a Claim shall be filed in the Superior Court of California, County of Monterey. The Parties waive their respective rights to a jury trial, and any such action shall be tried to the court.

22.2 Definitions

A. "Claim" means a separate demand by CONTRACTOR for:

1. a time extension, including relief from damages or penalties for delay;

2. payment of money or damages arising from Work performed under the AGREEMENT and payment of which is not otherwise expressly provided for; or

3. payment of an amount disputed by AGENCY.

Claim does not include routine Change Order requests, Requests for Information, correspondence, other administrative communications, bid protests, stop payment notice claims, or Subcontractor pass-through claims unless submitted by CONTRACTOR in accordance with this Article.

B. "Disputed Work" means Work that CONTRACTOR contends is outside the scope of the Contract Documents or otherwise entitles CONTRACTOR to additional compensation or time.

22.3 Notice of Potential Claim

A. CONTRACTOR shall provide written notice to the Engineer of any event, circumstance, directive, or condition that CONTRACTOR contends may give rise to a Claim.

B. Such notice shall be provided within ten (10) Days after CONTRACTOR knew or reasonably should have known of the facts giving rise to the potential Claim.

C. Failure to provide timely notice shall not bar a Claim to the extent such failure would conflict with Public Contract Code §9204 or §§20104 through 20104.6; however, CONTRACTOR shall bear the burden of proving that AGENCY was not prejudiced by the late notice. Late notice shall not expand CONTRACTOR'S entitlement to time or compensation.

22.4 Submission of Claim

A. A Claim shall be submitted in writing to AGENCY and shall be clearly identified as a "Claim" under this Article.

B. The Claim shall include, at a minimum:

1. a detailed narrative of the events giving rise to the Claim;

2. identification of all Contract Document provisions at issue;

3. the legal and factual basis for entitlement;

4. a complete and itemized statement of the amount sought, including all cost impacts;

5. a time-impact analysis demonstrating the effect on the critical path, if a time extension is sought; and

6. all documents supporting items (1) through (5).

C. The Claim shall be verified under penalty of perjury by an authorized representative of CONTRACTOR.

D. CONTRACTOR shall bear all costs of preparing and submitting a Claim.

22.5 AGENCY Review of Claim (Public Contract Code § 9204)

A. Within forty-five (45) Days after receipt of a Claim, AGENCY shall provide a written statement, herein referred to as "Response Notice", identifying the portions of the Claim that are disputed and the portions that are undisputed.

B. The Parties may extend this period by mutual agreement.

C. If AGENCY requires approval from its governing body and the governing body does not meet within the initial forty-five (45) Day period or any agreed extension, AGENCY shall have three (3) Days after the next duly noticed meeting to issue its Response Notice.

D. Any undisputed portion of a Claim shall be paid within sixty (60) Days after issuance of the Response Notice.

E. Failure of AGENCY to issue a timely Response Notice shall be deemed a rejection of the entire Claim but shall not constitute an adverse finding on the merits.

22.6 Meet-and-Confer Conference (Public Contract Code § 9204)

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A. If CONTRACTOR disputes AGENCY'S Response Notice, or if AGENCY fails to issue one, CONTRACTOR may demand in writing an informal meet-and-confer conference for settlement of the issues in dispute.

B. The conference will be scheduled within thirty (30) Days of receiving the demand.

C. Within ten (10) business days after the conclusion of the conference, AGENCY shall issue a second Response Notice identifying the portions of the Claim that remain disputed and those that are undisputed.

D. Any undisputed portion shall be paid within sixty (60) Days after issuance of the second written statement.

22.7 Nonbinding Mediation (Public Contract Code § 9204)

A. Any portion of the Claim that remains in dispute after the meet-and-confer process shall be submitted to nonbinding mediation.

B. The Parties shall mutually agree upon a mediator within ten (10) business days. If the Parties cannot agree, then each Party shall select a mediator and bear the fees and costs charged by their respective mediators. The two mediators shall select a qualified neutral third-party to mediate the disputed portion of the Claim.

C. The Parties shall share the costs of the mutually agreed mediator or the neutral mediator equally.

D. Mediation may include neutral evaluation or a dispute review board.

E. Mediation under this Article satisfies the mediation requirement of Public Contract Code §20104.4 unless the Parties agree otherwise in writing.

F. All mediation communications shall be confidential as provided in Evidence Code §§1115–1129.

G. If mediation is unsuccessful, the dispute may proceed to the procedures set forth in AGREEMENT **Article 22.12**.

22.8 Additional Procedures for Claims of $375,000 or Less (Public Contract Code §§ 20104–20104.6)

A. For Claims of fifty thousand dollars ($50,000) or less, AGENCY shall respond within forty-five (45) Days of receipt.

B. For Claims greater than fifty thousand dollars ($50,000) and not more than three hundred seventy-five thousand dollars ($375,000), AGENCY shall respond within sixty (60) Days of receipt.

C. If CONTRACTOR disputes AGENCY'S Response Notice, CONTRACTOR may request a meet-and-confer conference, which shall occur within thirty (30) Days.

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D. If the dispute remains unresolved after the meet-and-confer conference, the matter shall proceed to nonbinding mediation as required by Public Contract Code §20104.4 unless excused by AGREEMENT **Article 22.7**.

22.9 Subcontractor Claims

A. If a Subcontractor lacks standing to assert a Claim directly against AGENCY, CONTRACTOR may present the Claim on the Subcontractor's behalf.

B. CONTRACTOR shall notify the Subcontractor within forty-five (45) Days whether the Claim was presented and, if not, the reasons for declining to do so.

22.10 Certification and False Claims Act Notice

A. All Claims shall be certified under penalty of perjury as true, complete, and made in good faith.

B. CONTRACTOR is hereby notified that submission of a false Claim may subject CONTRACTOR to liability under the False Claims Act (Government Code §§12650–12656), including treble damages and civil penalties.

22.11 Government Code Claims

A. If a Claim remains unresolved after completion of the procedures in this Article, CONTRACTOR shall file a claim under Government Code §910 et seq. as a condition precedent to filing a civil action.

B. Any such Government Code claim shall affirmatively state CONTRACTOR'S compliance with the procedures of this Article.

22.12 Civil Action

A. After completion of the procedures in this Article and Government Code §910 et seq., CONTRACTOR may file a civil action.

B. Any such action shall be subject to Public Contract Code §9204(f) and, for Claims of three hundred seventy-five thousand dollars ($375,000) or less, Public Contract Code §20104.4.

C. Venue shall lie exclusively in the Superior Court of California, County of Monterey.

D. The Parties waive their rights to a jury trial.

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

(signatures on following page)

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MONTEREY COUNTY
WATER RESOURCES AGENCY

_____
Ara Azhderian, General Manager

_____
Date

Approved as to form:

_____
Assistant County Counsel

_____
Date

Risk Management

_____
Signature and Title

_____
Date

County Administration Office

_____
Signature and Title

_____
Date

CONTRACTOR

_____
Contractor Business Name

_____
Signature*

_____
Printed Name

_____
Title

_____
Date

_____
Signature*

_____
Printed Name

_____
Title

_____
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.

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PAYMENT BOND

(California Civil Code §§9550-9566)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the Monterey County Water Resources Agency has awarded CONTRACTOR, a contract for the following project:

Nacimiento Dam South Access Road Repairs Project

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project as provided by law;

NOW, THEREFORE, we _____

as CONTRACTOR, and _____

_____

as Surety, are held and firmly bound unto the Monterey County Water Resources Agency (hereinafter called "AGENCY"), and to the persons named in California Civil Code §9100 in the penal sum of _____ ($_____) 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 CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

If the CONTRACTOR or any of CONTRACTOR's heirs, executors, administrators, successors, assigns, or subcontractors, (1) fails to pay in full all of the persons named in California Civil Code §9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and Subcontractors pursuant to California Unemployment Insurance Code §13020 with respect to such work and labor, then the Surety shall pay for the same.

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 thereunder, 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 suit is brought upon this bond by the AGENCY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the AGENCY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond inures to the benefit of the persons authorized to assert a claim under California Civil Code § 9100. Any such claimant shall have a right of action upon this bond in accordance with the requirements and procedures set forth in California Civil Code §§9550–9566.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
CONTRACTOR

By: _____

Print Name: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____

Print Name: _____

Title: _____

Attach (1) a copy of authorization for signature for CONTRACTOR, 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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PERFORMANCE BOND

THIS PERFORMANCE BOND ("Bond") is dated _____20____, is in the amount of _____ ($_____) ("Penal Sum"), which is 100 percent (100%) of the Contract Price and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below as:

Nacimiento Dam South Access Road Repairs Project (Project)

This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13 attached to this page. Any singular reference to _____ _____ ("Contractor"), _____ ("Surety"), Monterey County Water Resources Agency ("Agency"), or other party shall be considered plural where applicable.

Contractor:	**Surety:**
Address: _____	Address: _____
_____	_____
City/State/Zip Code	City/State/Zip Code
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
(Corporate Seal)	(Corporate Seal)

DEFINITIONS

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Balance of the Contract Price: The total amount payable by Agency to Contractor pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved Change Orders to the Contract**.**

Contract: The agreement between Agency and Contractor identified on the signature page of this Bond, including all Contract Documents.

Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Contract.

Agency Default: Material failure of Agency, which has neither been remedied nor waived, to pay Contractor progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Contract.

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Agency and the State of California for the complete and proper performance of the Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no Agency Default, Surety's obligation under this Bond shall arise after:

    3.1. Agency provides Surety with written notice that Agency has declared a Contractor Default under the Contract pursuant to the terms of the Contract; and

    3.2. Agency has agreed to pay the Balance of the Contract Price:
        3.2.1. To Surety in accordance with the terms of this Bond and the Contract; or
        3.2.2. To a Contractor selected to perform the Contract in accordance with the terms of this Bond and the Contract.

4. When Agency has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 days) and at Surety's expense elect to take one of the following actions:

    4.1. Arrange for Contractor, with consent of Agency, to perform and complete the Contract (but Agency may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Agency's consent; or

4.3. Undertake to perform and complete the Contract by obtaining bids from qualified contractors acceptable to Agency for a contract for performance and completion of the Contract and, upon determination by Agency of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Agency and the contractor or Contractor selected with Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Price, then Surety shall pay to Agency the amount of such excess; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Agency, determine in good faith its monetary obligation to Agency under Paragraph 7 below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to Agency with full explanation of the payment's calculation. If Agency accepts Surety's tender under this Paragraph 4.4, Agency may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Agency and Surety at the time of tender. If Agency disputes the amount of Surety's tender under this Paragraph 4.4, Agency may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.

5. If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Agency to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Contractor Default. To the extent Surety's independent default causes Agency to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Agency is entitled to receive under the Contract, Surety shall also be liable for such damages.

6. At all times Agency shall be entitled to enforce any remedy available to Agency at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

7. If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Contract. Surety's obligations shall include, but are not limited to:

    7.1. The responsibilities of Contractor under the Contract for completion of the Contract and correction of Defective Work;

    7.2. The responsibilities of Contractor under the Contract to pay liquidated damages; and,

    7.3. Additional legal, professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).

8. If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than Agency or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, agreements, purchase orders and other obligations, including changes of time, and of any Agency action in accordance with Paragraph 6 above. Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Agency action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Agency Default. Except in the event of an Agency Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code §2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Agency and Contractor regarding the Contract, or in the courts of the County of Monterey, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Agency to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Agency shall be mailed or delivered as provided in the Contract for the Project. Actual receipt of notice by Surety, Agency or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

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ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(California Public Contract Code §22300)

On the _____day of_____20____, this ESCROW AGREEMENT ("Escrow Agreement") is made and entered into by and between the Monterey County Water Resources Agency whose address is 1441 Schilling Place, North Building, Salinas, CA 93901 (hereinafter called "Agency"); _____ _____whose address is _____ (hereinafter called "Contractor"); and Agency OR [_] _____ (Name.of.Bank) a state or federally chartered bank in the State of California whose address is _____ (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, Agency, Contractor and Escrow Agent agree as follows:

1. OPTION 1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to construction contract entered into be-tween Agency and Contractor for Nacimiento Dam South Access Road Repairs PRO-JECT in the amount of $_____ dated _____20____, under Speci-fication No. 26-005 (hereinafter referred to as the "Contract").
   OPTION 2. Alternatively, on written request of Contractor, Agency shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Agency within ten (10) days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Agency and Contractor. Securities shall be held in name of Agency and shall designate Contractor as the beneficial owner.

2. The Agency shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

3. When the Agency makes payment of retentions earned directly to Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this

Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Agency pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Agency. These expenses and payment terms shall be determined by Agency, Contractor, and Escrow Agent.

5. The interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Agency.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Agency to the Escrow Agent that the Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Agency shall have the right to draw upon the securities in event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Agency.

8. Upon receipt of written notification from the Agency certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from the Agency and the Contractor pursuant to Paragraphs 5 to 8, inclusive, of this Escrow Agreement and the Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. The names of persons who are authorized to give written notice or to receive written notice on behalf of the Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth below. The Agency or Contractor may designate a different person authorized to give or receive written notice on their behalf with 48 hours written notice to the other parties listed below.

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On Behalf of Agency:

_____	_____
Title	Signature
_____	1441 Schilling Place, North Building, Salinas, CA 93901
Name	Address

On Behalf of Contractor:

_____	_____
Title	Signature
_____	_____
Name	Address

On Behalf of Escrow Agent:

_____	_____
Title	Signature
_____	_____
Name	Address

At the time the Escrow Account is opened, the Agency and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITHNESS WHEREOF the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

AGENCY

_____	_____
Name	Signature
_____	_____
Title	Date

CONTRACTOR

_____	_____
Name	Signature
_____	_____
Title	Date

ESCROW AGENT

_____	_____
Name	Signature
_____	_____
Title	Date

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EXHIBIT A – CONDITIONS OF THE CONTRACT

Document 00 71 00 – Definitions

Document 00 73 00 – Supplemental Conditions to the AGREEMENT

Document 00 73 01 – Supplemental Conditions for Projects with Federal Funding

Document 00 73 02 – FEMA Specific Requirements

Document 00 73 03 – Debris Management Requirements

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Wherever used in the Contract Documents the following terms have the meanings indicated (which are applicable to both the singular and plural thereof). Where an entire word is in upper case in the definitions and is found in lower case in the Contract Documents, the lower-case use of the word shall connote its ordinary meaning within the context it is used. Throughout the Contract Documents, use of the conjunctive term "and" or the disjunctive term "or" shall mean "and/or" unless the context clearly requires otherwise to expand the plain meaning of the term to include its conjunctive/disjunctive counterpart.

Addenda.or.Bid.Addenda.- .Written or graphic instruments issued prior to the opening of Bids which make clarifications, additions, deletions, or revisions to the Contract Documents. Addenda become part of the Contract Documents upon execution of the AGREEMENT.

Agency.or.AGENCY.or.Owner.- .The Monterey County Water Resources Agency, the Party of the first part as identified in the AGREEMENT.

AGREEMENT.or.Agreement – The executed instrument (**Document 00 52 00**) that binds the Parties and incorporates the Contract Documents.

Application.for.Payment.- .The form acceptable to the Engineer which is to be used by the CONTRACTOR to request progress or final payment, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Authorized.Agent.or.AUTHORIZED.AGENT.- .Authorized Agents, as identified in the AGREEMENT or subsequent written designation by the AGENCY, act on behalf of the AGENCY only within the limits of their delegated authority as defined in the Contract Documents. The following are Authorized Agents providing professional services to the AGENCY for this Project:

- Construction Manager – __<company name>__, __<address>__, __<city>__, __<state>__, __<zip>__.
- Design Engineer – GEI Consultants, 180 Grand Avenue, Suite 950, Oakland, CA, 94612.
- Engineer – __<company name>__, __<address>__, __<city>__, __<state>__, __<zip>__.
- Testing Lab – __<company name>__, __<address>__, __<city>__, __<state>__, __<zip>__.

Bid.- .The offer or proposal of the Bidder submitted on the prescribed forms setting forth the price or prices for the Work.

Bidder – The individual or entity that submits a Bid directly to the AGENCY.

Bond – An instrument as required by the Contract Documents and applicable law which protect against loss due to inability or refusal of the CONTRACTOR to perform. Such instruments that are associated with these Contract Documents are: Bid Bond, Payment Bond, and Performance Bond.

Board – Board of Directors of the Monterey County Water Resources Agency.

Build.America?Buy.America.Act.(BABA).– This definition is provided for reference only and does not impose any requirement unless the Contract Documents expressly state that federal domestic

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preference requirements apply. BABA refers to the domestic preference requirements established by the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and implemented through 2 C.F.R. § 200.322 and related federal guidance.

Change.Order.(including.Change.Order.Proposal.and.Change.Order.Request) – As defined in **Document 00 52 00, "AGREEMENT"**.

Certificate.for.Payment – A written determination issued by the AGENCY, based on the Engineer's review and recommendation, approving the CONTRACTOR'S payment application for Work completed during a specific billing period. A Certificate for Payment confirms that the Work covered by the application has been performed in accordance with the Contract Documents and authorizes the AGENCY to make payment of the approved amount, subject to retainage, prior or current withholds, and any other lawful deductions.

Certificate.of.Substantial.Completion – A document signed by the Engineer and the CONTRACTOR recommending to the AGENCY that the Work is substantially complete and establishing the date of Substantial Completion.

Clarification – A written interpretation issued by the Engineer to the CONTRACTOR that explains the requirements or design intent of the Contract Documents. A Clarification does not modify the Contract Documents or authorize an addition, deletion, or revision to the Work, nor does it adjust the Contract Price or Contract Time(s).

Commencement.Date – The date established in the Notice to Proceed for the initiation of the Contract Time(s) for completion of the Project.

Commercially.Operable.or.COMMERCIALLY.OPERABLE.– The use of the Work for its intended use.

Construction.Manager.– When the AGENCY engages a construction management firm for the Project, the Construction Manager is the firm or individual identified in the AGREEMENT or in a written designation by the AGENCY to perform construction management services. When designated by the AGENCY, the Construction Manager shall serve as the Engineer for purposes of the Contract and shall exercise the authority of the Engineer as set forth in AGREEMENT **Article 21**. If the Construction Manager is designated as the Engineer, all references to the Engineer in the Contract Documents shall be interpreted accordingly.

Construction.Materials.(BABA) – This definition is provided for reference and does not impose any requirement unless the Contract Documents expressly state that federal domestic preference requirements apply. Materials defined by federal guidance for purposes of domestic preference requirements, including but not limited to non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall. These definitions apply only when the Contract Documents indicate that federal domestic preference requirements are applicable.

Contract or CONTRACT or Agreement or AGREEMENT – The entire integrated agreement between the AGENCY and the CONTRACTOR, consisting of the Contract Documents.

Contract.Documents – The full, complete and exclusive agreement between the AGENCY and CONTRACTOR consisting only of the following enumerated documents, together with any Modifications issued in accordance with the procedures set forth in the Contract Documents:

1. AGREEMENT (**Document 00 52 00**)
2. **Exhibit A** – Conditions of the Contract, including:
    a. Definitions (**Document 00 71 00**)
    b. Supplemental Conditions to the AGREEMENT (**Document 00 73 00**)
    c. Any additional 00 73-series documents when applicable, identified within **Document 00 73 00** as applicable to the Project
3. **Exhibit B** – Contract Price and Payment Provisions
4. **Exhibit C** – Specifications, including:
    a. General Requirements (Division 01)
    b. Technical Requirements (Division 02 – 49)
5. **Exhibit D** – Drawings
6. Bonds (**Exhibit E**), Insurance Certificates (**Exhibit F**), and Endorsements (**Exhibit G**), as applicable, required by the AGREEMENT
7. **Exhibit H** - Bid Addenda issued during the procurement process
8. Change Orders, Field Orders, written interpretations, and other written Modifications issued in accordance with the Contract Documents
9. Other documents specifically incorporated by reference in the AGREEMENT
10. Notice to Proceed

No other documents, communications, or materials, whether oral or written, shall be considered part of the Contract Documents unless expressly listed above or expressly incorporated by reference in the AGREEMENT. Permits are not a Contract Document and, when applicable, are provided for informational purposes only. CONTRACTOR'S Accepted Submittals are Contract Documents only for the limited purpose of identifying the specific materials, equipment, and details the CONTRACTOR proposes to furnish, and shall not modify or supersede the Contract Documents except to the extent expressly approved by a Change Order.

Contract.Price.or.Contract.Sum.- .The total monies payable by the AGENCY to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract.Time(s).- .The number of successive Days after the Commencement Date or specific dates specified for the Milestones specified in the AGREEMENT.

Contractor.or.CONTRACTOR..– The Party of the second part as identified within the AGREEMENT.

Day.– A twenty-four-hour (24-hour) period from midnight to midnight. When day or days is used in these Contract Documents and it does not distinguish between calendar or business/working day, then it shall be interpreted to refer to calendar day(s) unless otherwise noted. Business day or working day refers to a non-weekend and non-holiday day of work by the AGENCY. The AGENCY is not open to the public for work on weekend days and AGENCY-observed holidays.

Defective.Work – Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

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Design.Engineer – AGENCY staff engineers, acting either directly as an employee of the AGENCY or through an Authorized Agent, such agents, acting within the scope of the particular duties entrusted to them.

Domestic.Preference.Requirements – This definition is provided for reference and does not impose any requirement unless the Contract Documents expressly state that federal domestic preference requirements apply. Federal requirements that certain materials be produced in the United States when applicable to a Project. These requirements apply only when the Contract Documents expressly state that the Project is subject to such requirements.

Drawings.or.Plans – The drawings, plans, maps, profiles, diagrams, and other graphic representations which provide more detail regarding the character, location, nature, extent, and scope of the construction Work and which have been prepared by the Design Engineer, and which are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective.Date.– The date indicated in the Contract on which it becomes effective, but if no such date is indicated, then it means the date on which the Contract is signed and delivered by the AGENCY after it was first signed and delivered by the CONTRACTOR to the AGENCY.

Engineer – The individual or entity designated by the AGENCY in the AGREEMENT to act as the AGENCY'S representative for purposes of administering the Contract. The Engineer may be an employee of the AGENCY or an Authorized Agent engaged by the AGENCY. The Engineer's authority and duties are expressly assigned and set forth in AGREEMENT **Article 21** and elsewhere in the Contract Documents. References to the Engineer include duly authorized representatives of the Engineer, but do not include authority to modify the Work except as provided in AGREEMENT **Article 6**.

Environmental.Monitor.- .AGENCY environmental staff acting either directly as an employee of the AGENCY or through an Authorized Agent, such agents acting within the scope of the particular duties entrusted to them.

Field.Order.- .A written order, or other written directive, issued by the Engineer which requires minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).

Final.Completion.- .As defined in **Document 00 52 00, "AGREEMENT"**.

General.Requirements – Division 01 of the Specifications.

Hazardous.Waste – Shall have the meaning provided in California Health and Safety Code§25117 as amended from time to time.

Iron.and.Steel.Products.(BABA) – Products for which the cost of the iron and steel content is required to be produced in the United States when federal domestic preference requirements apply. This definition is provided for reference and applies only when the Contract Documents indicate that such requirements are applicable.

Manufactured.Products.(BABA) – Articles, materials, or supplies that have been processed into a specific form and function and are subject to domestic preference requirements when applicable. This

definition applies only when the Contract Documents indicate that federal domestic preference requirements are applicable.

Milestone – A principal event specified in the Contract Documents relating to a completion date of a separately identifiable part of the Work.

Modification.- .A Change Order, Field Order, or other written amendment or directive issued in accordance with the Contract Documents.

Notice.of.Award – The conditional written notice by the AGENCY to the apparent Successful Bidder stating that upon compliance with the prerequisite conditions enumerated in the Contract Documents within the time specified, the AGENCY will enter into an AGREEMENT.

Notice.of.Completion – A statutory document filed by the AGENCY with the Monterey County Recorder after the AGENCY'S governing body formally accepts the Work. Filing the Notice of Completion commences the statutory lien and stop-notice filing periods applicable to the Project.

Notice.of.Termination – The written notice issued by the AGENCY pursuant to the AGREEMENT.

Notice.to.Proceed.- .The written notice issued by the AGENCY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the Commencement Date of the Contract Time(s).

Partial.Utilization.- .Use by the AGENCY of a substantially completed part of the Work for the purpose for which it is intended prior to Substantial Completion of all the Work.

Project – The undertaking by the CONTRACTOR for the total construction of the Work described in the Contract Documents.

Request.for.Information.(RFI) – A request from the CONTRACTOR to the Engineer seeking an interpretation or a clarification of a requirement of the Contract Documents.

Resident.Engineer – An individual employed by the AGENCY or by the Construction Manager to perform field observation, inspection, and related services under the direction of the Engineer or Construction Manager. The Resident Engineer has no independent authority to modify the Work, interpret the Contract Documents, or bind the AGENCY, except as expressly authorized in writing by the Engineer.

Shop.Drawing.– Refer to Specification **Section 01 33 00, "Submittal Procedures"** for this definition.

Site.or.site – Shall refer to the Work Site unless otherwise specified.

Specialty.Item – A discrete portion of the Work that requires uniquely specialized skills, equipment, materials, or qualifications not ordinarily possessed by general contractors or typical subcontractors, and which the AGENCY designates as a Specialty Item for the purpose of evaluating responsibility, determining eligibility for self-performance credit, or applying the requirements of minimum work performance percentage. A Specialty Item exists only when expressly identified by the AGENCY in **Document 00 73 00, "Supplemental Conditions to the AGREEMENT"** for a specific Project.

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Specifications.– General Requirements and Technical Requirements, reference specifications, and any specifications in Change Orders or Field Orders.

Stop.Notice – A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the AGENCY. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Subcontractor.or.subcontractor – Any person or business entity that has a direct contract with the CONTRACTOR to perform a portion of the Work at the Site, including installation, construction, alteration, or related services. The term does not include suppliers who merely furnish materials, equipment, or manufactured products unless the item is specially fabricated for the Project and not ordinarily carried in stock.

Submittal.(including.Action.Submittal?.Information.Submittal?.Deferred.Submittal?.and.CONTRAC_ TOR"S.Accepted.Submittal).– Refer to Specification **Section 01 33 00, "Submittal Procedures"** for this definition.

Substantial.Completion.- .As defined in **Document 00 52 00, "AGREEMENT"**.

Supplemental.Conditions.to.the.AGREEMENT – The part of the Contract Documents (set forth in **Document 00 73 00**) which make additions, deletions, or revisions to these Contract Documents.

Supplier.or.supplier – Any person or business entity that contracts with the CONTRACTOR to provide materials (either bulk, consumable, or specially fabricated) or equipment.

Technical.Requirements – Specification from Division 02 – 49 of the Contract Documents consisting of the technical descriptions of the products and execution of the Work.

Testing.Lab.or.Testing.Laboratory.or.Quality.Control.Inspector.– A qualified independent testing laboratory or inspection entity engaged to perform construction inspection and testing services. When retained by the AGENCY, the Testing Lab performs Quality Assurance services under the direction of the Engineer. When retained by the CONTRACTOR, the Testing Lab performs Quality Control services as part of the CONTRACTOR'S responsibility for the Work. The Testing Lab has no authority to modify the Work, interpret the Contract Documents, or direct the CONTRACTOR, except as expressly authorized in writing by the Engineer.

Utilities – All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following existing services or materials either functioning or nonfunctioning: water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control system.

Work.or.WORK.– All the work specified in the Contract Documents, including all alterations, amendments or extensions thereof made by Change Order, Field Order, or other written orders of the Engineer and/or the AGENCY. WORK includes the result of performing or furnishing labor, furnishing materials and equipment that will be incorporated into the construction, performing or furnishing services and furnishing documents, and all incidental services required by the Contract Documents.

WORK is often described in its functionally complete form, and CONTRACTOR is responsible for implementing the proper means, methods, and procedures to meet the requirements of the Contract Documents.

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GENERAL

These Supplemental Conditions to the AGREEMENT make additions, deletions, or revisions to the AGREEMENT as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplemental Conditions to the AGREEMENT have the meanings assigned to them in **Document 00 71 00, "Definitions",** or as defined specifically within other provisions of the Contract Documents.

ARTICLE 1. SCOPE OF WORK

Add the following after **Article 1.3** when the Project receives federal funding:

1.4 Supplemental Federal Conditions (Federal Funding Only)

A. **Conditional Incorporation** – When the Project receives financial assistance, in whole or in part, from any federal agency, the following documents are incorporated into the Contract Documents as part of Exhibit A – Conditions of the Contract:

1. **Document 00 73 01 – Supplemental Conditions for Projects with Federal Funding**
2. **Document 00 73 02 – FEMA Specific Requirements** (if applicable)
3. **Document 00 73 03 – Debris Management Requirements** (if applicable)
4. Any additional 00 73-series documents issued for the Project.

B. **Applicability** – The 00 73-series documents identified in **Article 1.4.A** apply only to the extent required by the federal funding source(s) for the Project. If the Project does not receive federal funding, the 00 73-series documents identified in **Article 1.4.A** do not apply.

C. **Conflict of Provisions** – In the event of a conflict between any 00 73-series document incorporated pursuant to **Article 1.4.A** and any other provision of the Contract Documents, the federal requirements shall control, but only to the extent required by applicable federal law, regulation, or funding eligibility criteria.

D. **Notice of Federal Funding** – The AGENCY will provide notice of federal funding in the solicitation documents or by subsequent written notice to the CONTRACTOR, whether issued before or after award. Upon receipt of such notice, the CONTRACTOR shall immediately comply with all applicable 00 73-series documents incorporated pursuant to **Article 1.4.A**.

ARTICLE 2. CONTRACT TIMES

Add the following after **Article 2.2, Milestone Dates**:

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2.3 The CONTRACTOR shall begin work on the Commencement Date and the Work to be accomplished under this AGREEMENT shall be completed within the time limits provided below for completion of intermediate milestone(s) (if any), Substantial Completion, and Final Completion. The Contract Times may only be changed by a Change Order issued pursuant to AGREEMENT **Article 6**.

Milestone	Contract Time
Interim Milestone A – <<describe. If none, then erase this row OR show "NONE" in the Contract Time column>>	___ successive Days after the Commencement Date
Milestone #1 – Substantial Completion	___ successive Days after the Commencement Date
Milestone #2 – Final Completions	___ successive Days after the Commencement Date

Add the following In **Article 2.2.B, Substantial Completion Milestone**:

The following item or items, as they pertain to the Work for the completion of the Project as described in the Contract Documents, are included in the requirements which shall be completed prior to Substantial Completion being certified unless described otherwise herein or via Change Order(s):

1. Completion of the Work for its intended use.
2. Complete processing of all Action Submittals required for the Work to achieve Substantial Completion have been accepted.
3. All Operation and Maintenance manuals have been delivered to the AGENCY, if applicable.
4. All startup and testing have been successfully completed, if applicable.
5. CONTRACTOR'S punch list of remaining Work has been delivered to the Engineer.
6. Successful completion of an inspection by the AGENCY and Engineer confirming Substantial Completion status.

ARTICLE 5. LIQUIDATED DAMAGES

The following table supplements the provisions of **Article 5** of the AGREEMENT.

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Milestone	Liquidated Damages, until Milestone is Completed	Maximum Limit
Interim Milestone A –	NONE	Unlimited
Milestone #1 – Substantial Completion	NONE	Unlimited
Milestone #2 – Final Completions	NONE	Unlimited

ARTICLE 11. OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

Add the following table after **Article 11.2.A**:

Item No.	Specialty Item of Work for Project
1.	NONE

ARTICLE 17. COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

Add the following table after **Article 17.A**:

Item No.	AGENCY Procured Permits for Project
1.	County of San Luis Obispo Department of Planning & Building – Construction Permit Application BLD-1038

ARTICLE 18. EMPLOYMENT PRACTICES

Add the following to the end of **Article 18.2, Eight-Hour Day, 40-Hour Week**:

D. AGENCY Work Hours and AGENCY-Observed Holidays. The AGENCY employees work an eight (8) hour day. Office employees work nominally 8:00 a.m. to 5:00 p.m. Construction site employees often will adjust their work times to coincide with the CONTRACTOR'S work schedule; however, commute times will often result in less hours on Site for employees who have lengthy commutes to the Project Site.

The CONTRACTOR shall not work, nor will the AGENCY'S employees or the Authorized Agents work, on the following AGENCY-observed holidays, unless previously approved in writing by the Engineer. If a holiday falls on a Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday.

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New Year's Day
Martin Luther King Jr. Day
President's Day
Farmworker Appreciation Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

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PART 1 – GENERAL

1.1 Summary

These Supplemental Conditions establish the federal requirements applicable to construction projects that receive financial assistance from a federal agency subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). When included in the Contract Documents, this **Document 00 73 01** applies to the Project regardless of the specific federal funding source. This **Document 00 73 01** applies only when included in the Contract Documents.

The provisions of this Document supplement, and where necessary supersede, the AGREEMENT and other Contract Documents. All provisions not modified by this Document remain in full force and effect.

1.2 Applicability of Federal Requirements

1. These requirements apply **only** when the Project receives federal financial assistance, in whole or in part, from a federal awarding agency subject to 2 C.F.R. Part 200.

2. The AGENCY will identify the applicable federal funding source(s) in **Document 00 11 16, "Invitation to Bid"**, the Contract Documents, or by written notice to the CONTRACTOR.

3. Program-specific federal requirements (e.g., FEMA Public Assistance, HUD, DOE, EPA) are provided in separate supplemental sections (e.g., 00 73 02, 00 73 03, etc.) and apply only when included in the Contract Documents.

1.3 Order of Precedence (Federal Requirements)

In the event of a conflict between the federal requirements contained in this **Document 00 73 01** and any other provision of the Contract Documents, the federal requirements shall control, but only to the extent required for eligibility for federal funding.

1.4 Incorporation by Reference

The following federal regulations and authorities are incorporated by reference as though fully set forth herein:

1. 2 C.F.R. Part 200, including Appendix II

2. 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension)

3. Executive Order 11246 (Equal Employment Opportunity)

4. 40 U.S.C. §§ 3701–3708 (Contract Work Hours and Safety Standards Act)

5. 40 C.F.R. Part 33 (EPA DBE Program), if applicable

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6. 41 U.S.C. § 4712 (Whistleblower Protections)

7. Any additional federal requirements identified by the awarding agency

Where a federal requirement is incorporated by reference but not reproduced verbatim, the CONTRACTOR is responsible for full compliance. In the event the federal awarding agency updates or revises any referenced regulation during the Project, the CONTRACTOR shall comply with the updated version to the extent required by the awarding agency.

PART 2 – MANDATORY FEDERAL CONTRACT PROVISIONS (2 C.F.R. Part 200, Appendix II)

2.1 Remedies for Breach of Contract

1. In addition to any remedies provided in the AGREEMENT or at law, the AGENCY may pursue administrative, contractual, or legal remedies for breach of contract as permitted under 2 C.F.R. Part 200 and applicable federal regulations.

2. The remedies provided in this **Document 00 73 01** are cumulative and do not limit any rights or remedies otherwise available to the AGENCY.

3. This **Part 2.1** satisfies 2 C.F.R. Part 200, Appendix II(A).

2.2 Termination for Cause and Convenience

1. Termination for cause and termination for convenience shall be as provided in **Article 19** of the AGREEMENT.

2. These termination rights satisfy the requirements of 2 C.F.R. Part 200, Appendix II(B).

2.3 Equal Employment Opportunity (Executive Order 11246)

1. The CONTRACTOR shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

2. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The CONTRACTOR shall take affirmative action to ensure equal employment opportunity in all employment practices.

4. The CONTRACTOR shall include the substance of this clause in all subcontracts exceeding $10,000.

2.4 Davis-Bacon Act (If Applicable)

1. The Davis-Bacon Act and related labor standards apply **only** when required by the federal awarding agency for the specific funding program.

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2. When applicable, the CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and implementing regulations.

3. The CONTRACTOR shall include Davis-Bacon requirements in all subcontracts and ensure downstream compliance.

4. Nothing in this **Document 00 73 01** modifies the conditional Davis-Bacon clause contained in **Article 18.3(E)** of the AGREEMENT and nothing in this **Document 00 73 01** shall be interpreted to expand the applicability of Davis-Bacon beyond what is required by the federal awarding agency.

2.5 Copeland Anti-Kickback Act (40 U.S.C. § 3145; 29 C.F.R. Part 3)

1. The CONTRACTOR shall comply with the Copeland Anti-Kickback Act, which prohibits the contractor or any Subcontractor from inducing, by any means, any person employed in the construction, completion, or repair of the Project to give up any part of the compensation to which they are entitled.

2. The CONTRACTOR shall submit weekly payrolls and Statements of Compliance when required by the federal awarding agency, in accordance with 29 C.F.R. Part 3.

3. The CONTRACTOR shall include the substance of this clause in all subcontracts.

2.6 Contract Work Hours and Safety Standards Act (CWHSSA)

1. For contracts in excess of $100,000, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708).

2. Overtime requirements and related labor standards shall be as provided in **Article 18.2** of the AGREEMENT.

3. The CONTRACTOR shall include this clause in all subcontracts exceeding $100,000.

2.7 Rights to Inventions (If Applicable)

1. This clause applies only to research, development, or experimental work funded by a federal agency.

2. If applicable, the CONTRACTOR shall comply with 37 C.F.R. Part 401 and any intellectual property requirements of the federal awarding agency.

2.8 Clean Air Act and Federal Water Pollution Control Act

1. For contracts in excess of $150,000, the CONTRACTOR shall comply with:

    a. The Clean Air Act (42 U.S.C. § 7401 et seq.)

    b. The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.)

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2. The CONTRACTOR shall report any violations to the AGENCY and the appropriate federal authority.

3. The CONTRACTOR shall include this clause in all subcontracts exceeding $150,000.

2.9 Debarment and Suspension

1. The CONTRACTOR certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federal programs under 2 C.F.R. Part 180.

2. The CONTRACTOR shall not enter into any subcontract with a debarred or suspended party.

3. Verification shall be performed using the federal System for Award Management (SAM).

2.10 Byrd Anti-Lobbying Amendment

1. For contracts exceeding $100,000, the CONTRACTOR shall comply with 31 U.S.C. § 1352 and shall not use federal funds to influence or attempt to influence any federal official in connection with the awarding of any federal contract, grant, or cooperative agreement.

2. The CONTRACTOR shall submit all required certifications and disclosures.

3. The CONTRACTOR shall include this clause in all subcontracts exceeding $100,000.

2.11 Procurement of Recovered Materials (If Applicable)

1. For projects involving the procurement of materials, the CONTRACTOR shall comply with 2 C.F.R. § 200.323 and §6002 of the Solid Waste Disposal Act.

2. This clause applies only when the federal awarding agency requires the use of recovered materials.

2.12 Bonding Requirements

1. Bonding requirements for this Project shall be:

    a. Bid Security – As required in **Documents 00 11 16, "Invitation to Bid"**; **00 21 13, "Instruction to Bidders"**, and **00 43 13, "Bid Bond"**.

    b. Performance Bond and Payment Bond – As required in **Article 9** of **Document 00 52 00, "AGREEMENT"**

2. Federal Requirements - All bonds shall also comply with 2 C.F.R. § 200.326 and Appendix II(A), including the requirement that all sureties be listed on the U.S. Department of the Treasury Circular 570.

2.13 Access to Records

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1. The CONTRACTOR shall provide the AGENCY, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records pertinent to the Project.

2. Access shall be provided for the purpose of audits, examinations, excerpts, and transcriptions.

3. This requirement shall be included in all subcontracts.

2.14 Record Retention

1. The CONTRACTOR shall retain all Project-related records for a minimum of **three (3) years** after the AGENCY'S final expenditure report, or longer if required by the federal awarding agency.

2. If any litigation, claim, or audit is initiated before the expiration of the retention period, records shall be retained until all matters are resolved.

PART 3 – ADDITIONAL FEDERAL REQUIREMENTS (NON–APPENDIX II)

3.1 Access to Records and Audit Rights

1. The CONTRACTOR shall provide the AGENCY, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR that are directly pertinent to the Project for the purposes of audits, examinations, excerpts, and transcriptions, as required by 2 C.F.R. § 200.337.

2. The CONTRACTOR shall ensure that all subcontracts include provisions granting equivalent access to records.

3. Access shall be provided during normal business hours and at no additional cost to the AGENCY or the federal government.

3.2 Record Retention Requirements

1. The CONTRACTOR shall retain all Project-related records for a minimum of **three (3) years** after the AGENCY submits its final expenditure report to the federal awarding agency, or longer if required by the federal awarding agency or applicable law, in accordance with 2 C.F.R. § 200.334.

2. If any litigation, claim, audit, or other action involving the records is initiated before the expiration of the retention period, the CONTRACTOR shall retain the records until all such matters are fully resolved.

3. The CONTRACTOR shall require all Subcontractors to comply with these record retention requirements.

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3.3 No Federal Government Obligation

1. The CONTRACTOR acknowledges that the federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the AGENCY, the CONTRACTOR, or any other party pertaining to any matter resulting from the Project.

2. The CONTRACTOR shall include this clause in all subcontracts.

3.4 Program Fraud and False Statements

1. The CONTRACTOR acknowledges that the submission of false claims or statements may result in criminal, civil, or administrative penalties under federal law, including but not limited to:

    a. 18 U.S.C. § 1001 (False Statements)

    b. 31 U.S.C. §§ 3729–3733 (Civil False Claims Act)

2. The CONTRACTOR shall include this clause in all subcontracts.

3.5 Whistleblower Protections

1. The CONTRACTOR shall comply with the whistleblower protections established by 41 U.S.C. § 4712, which prohibits reprisals against employees for disclosing information related to gross mismanagement, waste, abuse of authority, or violations of law related to a federal contract.

2. The CONTRACTOR shall inform its employees in writing of their rights and protections under this statute.

3.6 Federal Conflict-of-Interest Requirements

1. The CONTRACTOR shall comply with the conflict-of-interest requirements of 2 C.F.R. § 200.318(c), including restrictions on organizational conflicts of interest and the prohibition on participation in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest exists.

2. The CONTRACTOR shall disclose, in writing, any potential conflict of interest to the AGENCY immediately upon discovery.

3. The CONTRACTOR shall include this clause in all subcontracts.

3.7 Contracting with Small, Minority, Women-Owned, and Labor Surplus Area Firms

1. The CONTRACTOR shall take affirmative steps to ensure that small businesses, minority-owned businesses, women's business enterprises, and labor surplus area firms are used, when possible, as required by 2 C.F.R. § 200.321.

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2. Affirmative steps include, but are not limited to:

    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

    b. Assuring that such firms are solicited whenever they are potential sources.

    c. Dividing total requirements into smaller tasks or quantities to permit maximum participation.

    d. Establishing delivery schedules that encourage participation.

    e. Using the services of the Small Business Administration and the Minority Business Development Agency.

    f. Requiring Subcontractors to take the same affirmative steps.

3.8 Prohibition on Contracting with Entities Engaged in Certain Activities or Transactions

1. The CONTRACTOR shall comply with all federal prohibitions on contracting with entities engaged in restricted activities or transactions, including but not limited to those identified in federal sanctions programs or prohibited-entity lists maintained by the federal government.

2. The CONTRACTOR shall verify compliance prior to entering into any subcontract.

3.9 Compliance with Federal Award Terms and Conditions

1. The CONTRACTOR shall comply with all terms and conditions imposed by the federal awarding agency in the federal award or cooperative agreement applicable to the Project.

2. The CONTRACTOR shall flow down all applicable federal requirements to all Subcontractors.

PART 4 – FLOW-DOWN REQUIREMENTS

4.1 Flow-Down of Federal Requirements to Subcontractors

1. The CONTRACTOR shall include in every subcontract, purchase order, and lower-tier agreement all federal requirements applicable to Subcontractors under 2 C.F.R. Part 200, including but not limited to the provisions contained in:

    a. **Part 2** of this **Document 00 73 01** (Mandatory Federal Contract Provisions – Appendix II)

    b. **Part 3** of this **Document 00 73 01** (Additional Federal Requirements)

    c. Any program-specific federal requirements included elsewhere in the Contract Documents (e.g., Sections 00 73 02, 00 73 03, etc.)

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1. The CONTRACTOR shall ensure that all Subcontractors and suppliers of every tier comply with all applicable federal requirements. The CONTRACTOR shall be fully responsible for downstream compliance, regardless of the number of subcontracting tiers.

4.2 Verification of Subcontractor Eligibility

1. Prior to award of any subcontract, the CONTRACTOR shall verify that the proposed Subcontractor is not debarred, suspended, or otherwise excluded from participation in federal programs, as required by 2 C.F.R. Part 180.

2. Verification shall be performed using the federal System for Award Management (SAM). Documentation of such verification shall be maintained in the CONTRACTOR'S records and made available to the AGENCY upon request.

4.3 Subcontractor Access to Records

1. The CONTRACTOR shall ensure that all Subcontractors grant the AGENCY, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records directly pertinent to their work on the Project.

2. This requirement shall be included verbatim in all subcontracts.

4.4 Subcontractor Record Retention

1. The CONTRACTOR shall require all Subcontractors to retain Project-related records for the same duration required of the CONTRACTOR under **Part 3.2** of this **Document 00 73 01**.

2. The CONTRACTOR shall be responsible for ensuring that Subcontractors comply with all record retention and audit requirements.

4.5 Enforcement of Federal Requirements

1. The CONTRACTOR shall take appropriate action to enforce Subcontractor compliance with all federal requirements, including issuing notices, withholding payments, or terminating subcontracts when necessary.

2. Failure of a Subcontractor to comply with federal requirements shall not relieve the CONTRACTOR of its obligations under the Contract Documents.

<< End of Document >>

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PART 1 – GENERAL

1.1 Purpose

This **Document 00 73 02, "FEMA Specific Requirements"**, supplements the Contract Documents with requirements specific to projects funded in whole or in part by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121–5207).

These requirements apply **only** when this Document is included in the Contract Documents.

1.2 Applicability

The provisions of this Document apply to:

1. the CONTRACTOR,
2. all Subcontractors of every tier, and
3. all suppliers and service providers participating in the Work.

The CONTRACTOR shall flow down all applicable FEMA requirements to all lower-tier entities.

1.3 Order of Precedence for FEMA Requirements

If any provision of the Contract Documents conflicts with a FEMA requirement applicable to this Project, the FEMA requirement shall control, but only to the extent necessary to maintain eligibility for FEMA funding.

PART 2 – FEMA PROGRAM REQUIREMENTS

2.1 FEMA Access to Records, Personnel, and the Work

1. In addition to the access rights provided in **Document 00 73 01, "Supplemental Conditions for Projects with Federal Funding"**, the CONTRACTOR shall provide FEMA, the Department of Homeland Security (DHS), the Office of Inspector General (OIG), and their authorized representatives:
    a. access to the Work,
    b. access to personnel,
    c. access to records, and
    d. access to any location where Project-related activities occur.
2. Access shall be provided at no additional cost and during normal business hours or at other reasonable times requested by FEMA.

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2.2 Duplication of Benefits

1. The CONTRACTOR shall comply with Section 312 of the Stafford Act (42 U.S.C. § 5155), which prohibits duplication of benefits.

2. The CONTRACTOR shall not request or receive payment from the AGENCY for any cost that has been or will be reimbursed by another source, including insurance proceeds or other federal assistance.

3. The CONTRACTOR shall promptly disclose any potential duplication of benefits to the AGENCY.

2.3 Environmental and Historic Preservation (EHP) Compliance

1. The CONTRACTOR shall comply with all FEMA Environmental and Historic Preservation (EHP) requirements, including but not limited to:

    a. National Environmental Policy Act (NEPA),

    b. National Historic Preservation Act (NHPA),

    c. Endangered Species Act (ESA),

    d. Clean Water Act (CWA),

    e. Clean Air Act (CAA),

    f. Executive Orders on floodplains, wetlands, and environmental justice.

2. The CONTRACTOR shall not initiate any Work requiring EHP review until the AGENCY provides written authorization from FEMA.

3. The CONTRACTOR shall immediately notify the AGENCY of any unanticipated discovery of cultural, archaeological, or environmental resources.

2.4 Insurance Requirements (Stafford Act § 311)

1. The CONTRACTOR shall maintain all insurance required by **Article 10** of **Document 00 52 00, "AGREEMENT"**. FEMA does not impose additional contractor insurance limits; however, the CONTRACTOR shall comply with the FEMA-specific obligations in this Section. Nothing in this **Part 2.4** modifies the insurance limits, coverage types, or carrier qualifications required by **Article 10** of the AGREEMENT and nothing in this **Part 2.4** shall be interpreted to impose any FEMA insurance obligations on the CONTRACTOR.

2. The CONTRACTOR shall cooperate with the AGENCY in meeting the AGENCY's insurance obligations under Section 311 of the Stafford Act, including providing documentation necessary for the AGENCY to demonstrate:

    a. the cause and extent of any loss or damage;

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b. the scope and cost of the Work;

c. any insurance recoveries applicable to the Project;

d. the calculation of deductibles; and

e. compliance with FEMA's "obtain and maintain" insurance requirements.

3. The CONTRACTOR shall not take any action that would impair the AGENCY's ability to recover insurance proceeds or comply with FEMA insurance requirements.

4. The CONTRACTOR shall promptly notify the AGENCY of any incident, damage, or condition that may give rise to an insurance claim related to the Project and shall preserve evidence as directed by the AGENCY.

2.5 Procurement of Recovered Materials

The CONTRACTOR shall comply with 2 C.F.R. § 200.323 and with the requirements of Section 6002 of the Solid Waste Disposal Act, including the procurement and use of EPA-designated items containing recovered materials to the maximum extent practicable, consistent with maintaining a satisfactory level of competition and meeting performance and price requirements.

2.6 Safety and Health Requirements

The CONTRACTOR shall comply with all FEMA-related safety requirements, including:

1. OSHA regulations,

2. FEMA safety directives, and

3. any safety conditions included in the FEMA award.

PART 3 – FEMA CONTRACT ADMINISTRATION REQUIREMENTS

3.1 Changes in Scope or Cost

1. The CONTRACTOR shall not perform any Work outside the approved scope without written authorization from the AGENCY.

2. FEMA review and approval may be required for scope changes, cost increases, or time extensions, and such review may take additional time. The CONTRACTOR acknowledges that FEMA review delays may be considered for an extension of Contract Time but shall not entitle the CONTRACTOR to additional compensation.

3. The CONTRACTOR shall provide all documentation necessary for FEMA review.

3.2 Documentation and Recordkeeping

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1. The CONTRACTOR shall maintain detailed documentation sufficient to support all costs claimed under the Contract, including:
    a. labor records,
    b. equipment logs,
    c. material invoices,
    d. subcontractor invoices,
    e. procurement documentation,
    f. photographs,
    g. daily reports.
2. Records shall be maintained in accordance with **Part 3.2** of **Document 00 73 01, "Supplemental Conditions for Projects with Federal Funding"**.

3.3 FEMA Monitoring and Audits

1. FEMA, DHS-OIG, and other federal agencies may conduct audits, inspections, or monitoring reviews.
2. The CONTRACTOR shall fully cooperate and provide all requested documentation.

3.4 Closeout Requirements

1. The CONTRACTOR shall provide all documentation required for FEMA closeout, including:
    a. final quantities,
    b. as-built documentation,
    c. certifications,
    d. warranties,
    e. final cost documentation.
2. Failure to provide required documentation may result in withholding of payment.

PART 4 – FLOW-DOWN AND ENFORCEMENT

4.1 Flow-Down of FEMA Requirements

The CONTRACTOR shall include all applicable FEMA requirements in every subcontract, purchase order, and lower-tier agreement.

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4.2 Enforcement

Failure of a Subcontractor to comply with FEMA requirements shall not relieve the CONTRACTOR of its obligations under the Contract Documents.

PART 5 – RECORD RETENTION REQUIREMENTS

1. **Retention Period.** The CONTRACTOR and the AGENCY shall retain all records related to the Work, including but not limited to, procurement records, contract documents, correspondence, financial records, load tickets, certifications, environmental compliance documentation, and all other materials required by federal regulations, for a minimum of **3 years after FEMA issues final closeout for the entire federal award**, or longer if any audit, appeal, litigation, or dispute is pending.

2. **Delayed Start of Retention Period.** The retention period does not begin upon completion of the Work, execution of final payment, or AGENCY closeout. The retention period begins only upon FEMA's issuance of **final closeout for the entire disaster**, which may occur many years after project completion.

3. **Access to Records.** All retained records shall be made available to the AGENCY, FEMA, Cal OES, the Comptroller General of the United States, auditors or their authorized representatives, and any other authorized representatives upon request.

4. **Subcontractor Requirements.** The CONTRACTOR shall include these record retention requirements in all Subcontracts and ensure that all Subcontractors comply with the same retention and access obligations.

<< End of Document >>

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(To be included only when debris or sediment removal is part of the Work)

PART 1 – GENERAL

1.1 Summary

1. This **Document 00 73 03** establishes requirements for debris and sediment removal activities performed under the Contract when the Project is funded, in whole or in part, with federal financial assistance.
2. These requirements apply to all debris-related Work, including but not limited to:
    a. removal of vegetative debris, woody debris, or flood-deposited materials;
    b. removal of sediment from channels, reservoirs, basins, or conveyance structures;
    c. clearing debris from dams, spillways, outlet works, or flood-control facilities;
    d. removal of debris obstructing irrigation or groundwater recharge facilities;
    e. hauling, staging, processing, and disposal of debris or sediment.
3. These requirements supplement the Contract Documents, including **Exhibit A – Conditions of the Contract**, an exhibit to the **Document 00 52 00, AGREEMENT**, and do not replace any federal, state, or local environmental or permitting obligations.

1.2 Definitions

1. **Debris** – Materials displaced, deposited, or generated by a disaster event, including vegetative debris, construction and demolition debris, sediment, silt, mud, rock, and other materials as defined by the federal awarding agency.
2. **Eligible Debris** – Debris that meets the eligibility criteria of the federal awarding agency, including location, cause, and threat criteria.
3. **Debris Monitor** – A qualified individual responsible for verifying debris quantities, load tickets, segregation, and compliance with debris management requirements.
4. **Load Ticket** – A document used to track debris from the point of collection to the approved disposal or processing site.
5. **Approved Disposal Site** – A landfill, recycling facility, or processing site approved by the AGENCY and compliant with all applicable laws.

1.3 CONTRACTOR Responsibilities

1. The CONTRACTOR shall perform all debris-related Work in compliance with:
    a. the Contract Documents;
    b. **Exhibit A – Conditions of the Contract**;

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c. all applicable federal requirements;

d. all environmental and permitting requirements;

e. all requirements of the federal awarding agency.

2. The CONTRACTOR shall furnish all labor, equipment, materials, and incidentals necessary for debris removal, hauling, processing, and disposal.

3. The CONTRACTOR shall cooperate fully with the AGENCY, federal representatives, and Debris Monitors.

PART 2 – DEBRIS MANAGEMENT REQUIREMENTS

2.1 Debris Eligibility and Segregation

1. The CONTRACTOR shall remove only debris authorized by the AGENCY.

2. The CONTRACTOR shall segregate debris by type, including but not limited to:

a. vegetative debris;

b. construction and demolition debris;

c. sediment and silt;

d. hazardous materials (if encountered);

e. recyclable materials.

3. The CONTRACTOR shall not mix debris types unless expressly authorized.

2.2 Load Tickets and Documentation

1. The CONTRACTOR shall use AGENCY-approved load tickets for all debris hauled.

2. Each load ticket shall include:

a. unique load ticket number;

b. truck identification;

c. measured or estimated volume or weight;

d. debris type;

e. loading location;

f. disposal site;

g. signatures of the truck driver and Debris Monitor.

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3. The CONTRACTOR shall not receive payment for loads without valid load tickets.

2.3 Truck and Equipment Certification

1. The CONTRACTOR shall prepare a one-time certification prior to use of each truck or trailer used for debris hauling, including:
    a. the unique truck or trailer identification number;
    b. measured capacity;
    c. photographs of the empty vehicle;
    d. photographs of the loaded vehicle (if required by the AGENCY).
2. The CONTRACTOR shall maintain certification records for inspection.

2.4 Debris Monitors

1. The AGENCY may provide Debris Monitors.
2. The CONTRACTOR shall provide reasonable access and cooperation to Debris Monitors.
3. The CONTRACTOR shall not interfere with monitoring activities.

2.5 Disposal and Processing Sites

1. The CONTRACTOR shall use only AGENCY-approved disposal or processing sites.
2. The CONTRACTOR shall comply with:
    a. landfill or facility rules;
    b. environmental regulations;
    c. permit conditions;
    d. federal awarding agency requirements.
3. The CONTRACTOR shall provide disposal receipts or facility tickets for all loads.

2.6 Environmental and Permitting Compliance

1. The CONTRACTOR shall comply with all environmental requirements applicable to debris operations, including but not limited to:
    a. Clean Water Act;
    b. Endangered Species Act;
    c. cultural resources protections;

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d. air quality regulations;

e. stormwater requirements;

f. hazardous materials handling.

2. The CONTRACTOR shall immediately notify the AGENCY of:

a. hazardous materials;

b. cultural resource discoveries;

c. endangered species encounters;

d. spills or releases.

2.7 Haul Routes and Traffic Control

1. The CONTRACTOR shall use only AGENCY-approved haul routes.
2. The CONTRACTOR shall maintain safe traffic control and comply with all applicable regulations.

2.8 Prohibited Practices

1. The CONTRACTOR shall not:

a. mix debris types without authorization;

b. use unapproved disposal or processing sites;

c. falsify load tickets or documentation;

d. haul debris without a Debris Monitor when monitoring is required;

e. dispose of debris illegally or improperly;

f. commingle eligible and ineligible debris; or

g. engage in any other practice prohibited by the federal awarding agency or the AGENCY.

PART 3 – MEASUREMENT AND PAYMENT

3.1 Measurement

1. Debris removal shall be measured by:

a. cubic yards (CY),

b. tons, or

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c. another unit specified in the Contract Documents.

2. Measurement shall be based on verified load tickets.

3.2 Payment

1. Unit Price Work – When the Contract is based on unit prices, payment for debris removal shall be made at the accepted unit price bid items presented in **Exhibit B – Contract Price and Payment**, an exhibit to the **Document 00 52 00, AGREEMENT,** and measured in accordance with **Part 3.1**.

2. Lump Sum Work – When the Contract is Lump Sum, the CONTRACTOR shall still comply with all documentation, monitoring, and recordkeeping requirements applicable to debris operations, including but not limited to load tickets, truck or trailer certifications, disposal documentation, and Debris Monitor verification. Lump Sum payment shall be made in accordance with the AGREEMENT and the Contract Documents.

3. Non-Payable Work – No payment shall be made for:

   a. undocumented loads;

   b. loads without valid load tickets;

   c. loads hauled to unapproved sites;

   d. ineligible debris;

   e. debris removed without authorization.

PART 4 – FEDERAL COMPLIANCE

4.1 Federal Access

1. The CONTRACTOR shall provide access to the Work, personnel, records, and documentation to the AGENCY, the federal awarding agency, and auditors.

4.2 Record Retention

1. The CONTRACTOR shall retain all debris-related records for the period required by **Exhibit A – Conditions of the Contract**.

4.3 Flow-Down Requirements

1. The CONTRACTOR shall include all requirements of this **Document 00 73 03** in all Subcontracts and purchase orders for debris-related Work.

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EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS

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B.1 CONTRACT PRICE

A. The Contract Price is the total amount payable to the CONTRACTOR for furnishing all labor, materials, equipment, tools, services, and incidentals necessary to complete the Work in accordance with the Contract Documents.

B. The Contract Price is based on the accepted Bid Items and accepted Bid Alternates identified in this Exhibit. All other Bid Items, whether or not listed, Bid Alternates, voluntary deducts, clarifications, exclusions, or assumptions contained in the CONTRACTOR'S Bid Form are not accepted and are not Contract Documents.

C. The Bid Form submitted by the CONTRACTOR during procurement is not a Contract Document and shall not be used to interpret the Work, modify the Contract Price, or establish entitlement to additional compensation.

D. The Contract Price may be adjusted only as provided in AGREEMENT **Article 6**.

B.1.1 Accepted Bid Items

A. The following table presents the Bid Items accepted and incorporated into the Contract Price. Refer to Specification **Section 01 11 00, "Summary of Work"**, for a description of the Bid Items.

Bid Item	Description	Unit	Estimated Quantity	Unit Price (U.S. Dollars)	Extended Amount (U.S. Dollars)
1	MOBILIZATION	LS	1	$	$
2	SHEETING, SHORING AND BRACING	LS	1	$	$
3	TEMPORARY ENVIRONMENTAL PROTECTIONS	LS	1	$	$
4	PERMANENT ENVIRONMENTAL PROTECTIONS	LS	1	$	$
5	SURVEY SERVICES	LS	1	$	$
6	CONSTRUCTION TESTING SERVICES	LS	1	$	$
7	SITE NO. 3 WORK	LS	1	$	$
8	SITES NO. 1 AND 2 SLOPE EXCAVATION AND OFFHAUL	CY	350	$	$
9	SITE NO. 1 SOIL NAIL WALL SYSTEM ERECTION	SF	258	$	$
10	SITE NO. 2 SOIL NAIL WALL SYSTEM ERECTION	SF	624	$	$
11	SITE NO. 1 AND NO. 2 SOIL NAIL WALL PERMEABLE FILL BACKFILL	CY	45	$	$

12	CONCRETED-ROCK SLOPE PROTECTION	LS	1	$	$
13	COMPACTED FILL SLOPE PROTECTION	LS	1	$	$
14	CALTRANS TYPE L-2 OBJECT MARKERS (TWO-PLATE SYSTEM)	EA	8	$	$
15	SITE NO. 2 CULVERT MODIFICATION WITH DOWNDRAIN	LS	1	$	$
16	DEMOBILIZATION AND PROJECT CLOSEOUT REQUIREMENTS	LS	1	$	$
17	MISCELLANEOUS WORK REQUIRED FOR COMPLETION OF ELIGIBLE STORM-DAMAGE REPAIRS	LS	1	$	$
CONSTRUCTION ITEMS SUBTOTAL					$
Escalation Costs				$	$
TOTAL ESTIMATED CONSTRUCTION COST					$

B.1.2 Accepted Bid Alternates

A. The following table presents the Bid Alternates accepted and incorporated into the Contract Price:

Alternate No.	Description	Amount (U.S. Dollars)
		$

B. All other alternates listed in the Bid Form are rejected unless expressly identified above.

B.1.3 Accepted Contract Price

A. The following table identifies the Contract Price for this AGREEMENT. Bid Items that involve unit pricing or allowances may alter the final Contract Price and any adjustments to the Contract Price shall be made in accordance with the AGREEMENT **Article 6.**

Description	Aggregate Totals (U.S. Dollars)
Accepted Bid Items	$
Accepted Bid Alternates	$
CONTRACT PRICE (total)	**$**

B.2 BASIS OF MEASUREMENT

A. Measurement for payment shall be as specified in **Section 01 29 00, "Measurement for Payment"**, unless otherwise stated in this Exhibit.

B.3 SCHEDULE OF VALUES

A. CONTRACTOR shall prepare a Schedule of Values for each lump sum price bid items and shall incorporate it into the Application for Payment form for use in developing progress payments. Break down each lump sum item into measurable components.

B. Schedule of Values shall be on AIA Form G703 or similar form and shall be subject to the Engineer's review and approval.

C. CONTRACTOR shall submit the Schedule of Values to the Engineer which shall provide a breakdown of the contract price consistent with the critical path method (CPM) baseline schedule and in enough detail to facilitate continued evaluation of Applications for Payment throughout the Project. Updated Schedule of Values in conjunction with Update Project Schedule shall be submitted with each Application for Payment.

D. Provide several line items for principal subcontract amounts, where appropriate.

E. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored on-site but not yet installed.

F. Each item in the Schedule of Values and Application for Payment shall be complete, including total cost and proportionate share of general overhead and profit for each item.

G. The Engineer will use the Schedule of Values for verifying the amount of each progress Application for Payment.

B.4 BASIS OF PAYMENT

B.4.1 General

A. Payment constitutes full compensation for furnishing all labor, materials, equipment, tools, transportation, incidentals, and appurtenant Work necessary to complete the item. Appurtenances include, but are not limited to, the costs of permits and the costs of compliance with environmental protection requirements, mitigation requirements, regulatory safety requirements, and all other applicable laws and regulations; all such costs shall be included in the prices of the Bid Items.

B. No separate payment will be made for items not specifically listed in the accepted Bid Items; such costs are included in the prices for related items.

C. Payment for each unit price, lump sum, and allowance Bid Items or Bid Alternates (if applicable) shall include overhead and profit.

D. Neither the payment of any estimate nor of any retained percentage shall relieve the CONTRACTOR of any obligation to make good any defective Work or material.

B.4.2 Lump Sum Payment

A. Lump sum Bid Items shall be paid at the lump sum price stated in this Exhibit, subject to adjustments under AGREEMENT **Article 6**.

B. Partial payments for lump sum items shall be based on the Schedule of Values accepted by the Engineer.

B.4.3 Unit Price Payment

A. Unit Price items shall be paid based on actual quantities of Work performed and accepted, measured in accordance with Specification **Section 01 29 00, "Measurement for Payment"**.

B. Payment for Unit Price items includes all labor, materials, equipment, tools, services, and incidentals necessary to complete the Work.

B.4.4 Allowance Payment

A. Allowances shall be used only as directed by the Engineer. The Engineer acts on behalf of the AGENCY for purposes of administering Allowances.

B. Payment for Allowance Work shall be based on actual authorized expenditures.

C. Unused Allowances revert to the AGENCY.

B.4.5 Time and Materials Payment

A. Time and Materials Work shall be used only when expressly authorized by the AGENCY and in accordance with the provisions of AGREEMENT **Article 6.3.D**.

B.5 PAYMENT PROVISIONS

A. Payment shall be made as a progress payment**.** All payment requests by the CONTRACTOR shall be made through an Application for Payment to the Engineer. The Engineer will review the Application for Payment.

B. In no event shall any payments be made in excess of the maximum percentages set forth in Public Contract Code §9203 unless otherwise required by law: the AGENCY will withhold five-percent (5%) retention from each progress payment. The CONTRACTOR may substitute securities or request an escrow account for retention in accordance with California Public Contract Code § 22300 and **Document 00 61 23, "Escrow Agreement for Security Deposits In Lieu of Retention"**.

C. Inclusion of required documentation is a prerequisite condition to payment. The CONTRACTOR is not entitled to payment for any work unless the Application for Payment includes all required documentation based on the following:

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1. CONTRACTOR shall submit an updated Schedule of Values synchronized with the Update Project Schedule. The lack of an approved Schedule of Values submittal will be reason for rejecting the Application for Payment.

2. Update Project Schedule shall be submitted with the Application for Payment in accordance with **Section 01 32 00, "Project Schedules and Reports"**.

3. Unit price bid items shall be incorporated into the Application for Payment form and progress payments on account of unit price work will be based on the number of units completed during each progress payment period.

B.5.1 Application for Payment Process

A. On the first business day of the month or as otherwise directed by the Engineer, unless otherwise prescribed by law, the CONTRACTOR shall submit to the Engineer for review, the Application for Payment, which shall correlate with the amount requested in the Schedule of Values and with the state of completion of the Work, filled out and signed by the CONTRACTOR covering the work completed as of the date of the Application for Payment and accompanied by the following:

1. Schedule of values reflecting current status;

2. Update Project Schedule and progress schedule narrative;

3. Affidavits signed by all Subcontractors performing the Work to date, stating that each of them has been paid, less earned retention, as their interests appeared in the last preceding Application for Payment.

B. Payment for Materials on Hand. Shop drawing submittals must have been submitted and approved by the Engineer prior to any partial payment considerations for materials on hand. The value of materials and equipment procured by the CONTRACTOR and stored at the site shall be eighty-percent (80%) of the value of such materials, unless otherwise required by law or approved by the AGENCY. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site, provided, each such individual item has a value of more than $5,000 and will become a permanent part of the Work.

An individual item means a single item and does not include a package, box, crate, or other container or stockpile containing several articles adding up to a value of more than $5,000. Materials of like kind in large quantities and related appurtenant components that will be incorporated in the Work will be eligible for payment, if considered eligible by the Engineer, even though a single material has a value of less than $5,000.

The Application for Payment shall also be accompanied by the following documents in a form satisfactory to the Engineer:

1. A bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all

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liens, charges, security interests, and encumbrances (which are hereinafter referred to as "Liens"), and

2. Evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the AGENCY'S interest therein.

B.5.2 Review of Application for Payment

A. The Engineer shall review each Application for Payment, as soon as practicable after receipt, for the purpose of determining whether the payment request is proper. The Engineer shall deliver the appropriate written documents to the AGENCY and/or CONTRACTOR no later than seven (7) business days after receipt, in accordance with the following provisions:

1. If any Application for Payment is determined to be proper, the Engineer shall issue a Certificate for Payment, along with the Application for Payment, to the AGENCY for payment processing.

2. If any Application for Payment is determined to be not proper, the Engineer shall return such Application for Payment to the CONTRACTOR, accompanied by a written interpretation setting forth the reasons why the payment request is not proper. In such case, nothing will be delivered to the AGENCY.

3. If the Engineer determines only a portion of an Application for Payment to be proper, Engineer shall issue a Certificate for Payment documenting the recommendation of partial payment, along with the Application for Payment, to the AGENCY for payment processing. The Engineer shall also issue a document to the CONTRACTOR setting forth in writing the reasons why the remaining portion of the Application for Payment was determined to be not proper.

B.5.3 AGENCY'S Payment to CONTRACTOR

A. Payments by AGENCY to CONTRACTOR of the Engineer's approved undisputed amount will be due within forty-five (45) Days of AGENCY'S receipt of the Engineer's Certificate for Payment and the Application for Payment documents.

B. The AGENCY may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the AGENCY, on account of the CONTRACTOR'S performance of the Work, or liens have been filed in connection with the Work, or there are other items entitling the AGENCY to a credit against the payment amount recommended. The AGENCY will give the CONTRACTOR, with a copy to the Engineer, written notice stating the reason for such action as soon as practicable, but no later than seven (7) Days, after the AGENCY'S receipt from the Engineer Certificate for Payment and the accompanying Application for Payment regarding the processing of the application for payment.

B.5.4 Payment Withholds

A. The AGENCY may keep monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of expenses, losses, or damages, as determined by the Engineer, incurred by the AGENCY for which the CONTRACTOR is liable under the Contract, including but not limited to:

1. Failure of the CONTRACTOR to submit or obtain acceptance of a CPM baseline schedule, Schedule of Values, and any Update Progress Schedules;

2. Defective or non-conforming work;

3. Costs incurred by the AGENCY to correct, repair or replace defective or nonconforming work, or to complete the Work;

4. A reasonable doubt that the Work can be completed for the balance then unpaid;

5. A reasonable concern by the AGENCY that the materials, equipment or component parts are not in proper operating condition;

6. Assessment of Liquidated Damages;

7. Failure to perform in accordance with the Contract;

8. Cost or liability that may occur to the AGENCY as the result of the CONTRACTOR'S or Subcontractors' acts, omissions, fault, or negligence;

9. Deduction in Contract Work;

10. Failure of CONTRACTOR to repair damaged materials, equipment, property, or Work;

11. Failure of the CONTRACTOR to provide and/or obtain the Engineer's review and processing of any submittals, technical shop drawings, or requested materials required and/or requested by the AGENCY;

12. Failure to pay Subcontractors or Suppliers;

13. Failure to keep record as-built documents up to date;

14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;

15. Failure to obtain and maintain applicable permits, insurance, and bonds;

16. Failure to provide Statement of Intent to Pay Prevailing Wage and/or Affidavits of Wages Paid; and

17. Failure to comply with the Contract safety requirements.

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18. Payments by the CONTRACTOR due to the AGENCY required under the provisions of the Contract Documents.

19. Any other grounds permitted under the Contract Documents or applicable law.

B.5.5 CONTRACTOR'S Warranty of Title

A. The CONTRACTOR agrees, warrants and guarantees that the title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the AGENCY free and clear of all liens no later than the time of payment.

B.5.6 Partial Utilization

A. The AGENCY shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. A "Notice of Partial Utilization" will be issued by the Engineer to the CONTRACTOR whenever the Engineer, on behalf of the AGENCY, plans to exercise this right. The notice shall identify the specific portion or portions of the Work to be partially utilized or placed into service. It shall be understood by the CONTRACTOR that until such notice is issued, all responsibility for care and maintenance of all of the Work shall be borne by the CONTRACTOR.

B. Upon issuance of the Notice of Partial Utilization, the AGENCY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the notice. The CONTRACTOR shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the AGENCY, and the CONTRACTOR'S warranties shall commence in accordance to the provisions of AGREEMENT **Article 7**.

B.5.7 Final Application for Payment

A. CONTRACTOR shall refer to AGREEMENT **Article 2** regarding the provisions associated with Substantial Completion and Final Completion.

B. CONTRACTOR shall refer to Specification **Section 01 77 00, "Contract Closeout Procedures"**, for submittal prerequisite requirements associated with the request for final payment.

C. After the CONTRACTOR has completed all the remaining Work items and delivered all required submittals, and after the Engineer has indicated that the Work is acceptable subject to the provisions of AGREEMENT **Article 7** (Warranties), the CONTRACTOR may make Application for Final Payment. The Application for Final payment shall be submitted with complete and legally effective releases or waivers, satisfactory to the Engineer, of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder.

In lieu thereof and as approved by the AGENCY, the CONTRACTOR may furnish:

1. receipts or releases in full;

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2. an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the AGENCY or his property might in any way be responsible, have been paid or otherwise satisfied; and

3. consent of Surety, if any, to final payment.

If any Subcontractor, or Sub-subcontractor, or supplier fails or refuses to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond satisfactory to the AGENCY to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the CONTRACTOR or his surety shall pay to the AGENCY all moneys the AGENCY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

D. After the Engineer is satisfied that the Work has been completed and the CONTRACTOR'S other obligations under the Contract Document have been fulfilled, based on the Engineer's observations of the Work during construction, final inspection, and review of the Application for Final Payment and accompanying documentations, the Engineer shall prepare and delivery to the AGENCY a Certificate for Payment along with the accompanying Application for Final Payment.

E. The Engineer, in coordination with the AGENCY, will prepare a Notice of Completion form for processing by the AGENCY's governing body.

B.5.8 AGENCY'S Final Payment to CONTRACTOR

A. After acceptance of the Work by the AGENCY'S governing body, the AGENCY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all prior and current withholds to be kept or retained under the provisions of the Contract Document and as prescribed by law. If the AGENCY and CONTRACTOR dispute the payment for an element or elements of the Work, then the AGENCY will withhold one-hundred and fifty percent (150%) of the disputed amount from the final payment in accordance with California Public Contract Code §7107(c).

B. Final payment for the work performed under this Contract shall not be made until the lapse of thirty-five (35) Days after the Notice of Completion of the work has been filed by the AGENCY governing body for recordation at the Monterey County Clerk-Recorder's office. No payment shall be construed to be an acceptance by the AGENCY of any defective Work or improper materials.

B.5.9 Release of Retention and Other Eligible Withholds

A. Within sixty (60) Days after the Notice of Completion date, the retention withheld by the AGENCY shall be released. In the event of a dispute between the AGENCY and the CONTRACTOR, the AGENCY may withhold from the retention payment an amount not to exceed one-hundred and fifty percent (150%) of the disputed amount in accordance with California Public Contract Code §7107(c).

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B.5.10 CONTRACTOR'S Continuing Obligation

A. The CONTRACTOR'S obligation to perform and complete the Work within the time limits specified in the Contract and in accordance with the Contact Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a Notice of Completion, nor any payments by the AGENCY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work of any part thereof by the AGENCY, nor any act of acceptance by the AGENCY nor any failure to do so, nor any review of a shop drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents. Neither the AGENCY nor the Engineer shall be precluded or estopped by any of the foregoing actions from showing the true and correct amount and character of the work done and materials furnished by the CONTRACTOR or any part thereof, if they do not in fact conform to the Contract Documents; and the AGENCY shall not be precluded or estopped from demanding and recovering from the CONTRACTOR such damages as the AGENCY may sustain by reason of the CONTRACTOR'S failure to comply with the Contract Documents.

B.5.11 Final Payment Terminates Liability of AGENCY

A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less retention as applicable, less other withholds specified herein. The acceptance by the CONTRACTOR of the final payment shall be a release of the AGENCY and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the Work or for any act or neglect of the AGENCY or of any person relating to or affecting the Work, except demands against the AGENCY for the remainder, if any, of the amounts kept or retained under the provisions of Final Application for Payment herein; and excepting pending, unresolved claims filed prior to the Notice of Completion executed by the CONTRACTOR and the Engineer.

B.5.12 Release of Claims Upon Payment of Undisputed Amounts

A. Regarding either progress payments or final payment, the AGENCY reserves the right to condition the payment of undisputed amounts upon the CONTRACTOR furnishing the AGENCY with a release of all claims against the AGENCY arising from the Contract Documents relating to those amounts. The release shall be in a form satisfactory to the AGENCY. Disputed Contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

B.5.13 CONTRACTOR'S Payment to AGENCY

A. The CONTRACTOR shall promptly pay to the AGENCY all moneys so required under the provisions of the Contract Documents.

B. If any such payments are required prior to final payment, an appropriate Change Order will be issued and, as provided in **Paragraph B.5.4**, the amount of such payments may be withheld from payments due the CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are insufficient to cover any payments due the AGENCY from the

CONTRACTOR, or if the amount of such payment due the AGENCY is determined after the making of final payment, the difference in the amounts of the payments or the amount so determined shall be paid by the CONTRACTOR to the AGENCY. The obligation of the CONTRACTOR to pay the moneys due the AGENCY shall specifically bind the CONTRACTOR'S sureties, assigns, executors, administrators, and heirs to an obligation to promptly pay the AGENCY.

<< End of Exhibit >>

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EXHIBIT C – SPECIFICATIONS

General Requirements

DIVISION 1 – GENERAL REQUIREMENTS

Section
01 11 00 – Summary of Work
01 29 00 – Measurement for Payment
01 32 00 – Project Schedules and Reports
01 33 00 – Submittal Procedures
01 40 00 – Quality Requirements
01 41 26 – Permit Requirements
01 50 00 – Temporary Facilities and Controls
01 77 00 – Contract Closeout Procedures

Technical Requirements

All Technical Requirements are presented on the Drawings

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 -- GENERAL

1.1 SUMMARY

A. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the AGENCY.

B. The name of the Project and the Site location is as follows:

1. Project Name: Nacimiento Dam South Access Road Repairs

2. Project Location: Nacimiento Dam near Heritage Ranch, California, northwest of Paso Robles, CA.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK presented in the Contract Documents is generally described as _the following:

The WORK consists of rehabilitation of the South Access Road at Nacimiento Dam, near Paso Robles, CA. The South Access Road is a non-paved secondary maintenance access road leading to and from the dam, and it was damaged during the 2023 winter storms. Three sites along the access road require storm damage repairs. Soil nail retaining walls will be constructed at two of the storm-damaged sites. The third repair site is to be graded back to pre-storm conditions. All work will be performed in conformance with the approved engineered plans and the grading permit issued by the County of San Luis Obispo. The Work also includes all administrative, coordination, scheduling, submittal, documentation, and project-management duties required by the Contract Documents.

B. Description of Bid Items. Bid Items 1 through 17 are presented to indicate major categories of the Work for purposes of comparative bid analyses. All Bid Items represent work required to restore the damaged sites to their pre-storm condition as documented in the engineered plans and storm-damage assessments. Bid Item 2 is presented to comply with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid items are not intended to be exclusive descriptions of work categories and the CONTRACTOR shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified.

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1. Bid Item No. 1 – MOBILIZATION. Bid Item No. 1 is a lump sum Bid Item that includes the activities necessary to initiate construction and comply with the Contract requirements, including preparation of required preconstruction submittals. All components of Mobilization, including any indirect or home-office costs allocated to this Bid Item, shall be itemized in the Schedule of Values for review and approval.

   Mobilization includes obtaining all permits, insurance, bonds, and other documents; submittal of the Temporary Facilities Plan and the Temporary Control Plan and receiving the Engineer's acceptance for each; moving all equipment onto the Site and setting up field offices; making utility connection and furnishing and erecting temporary construction facilities; submitting the complete Submittal Log and receiving the Engineer's acceptance; submitting the Permit Plan and receiving Engineer's acceptance; completion and approval of a Storm Water Pollution Prevention Plan (SWPPP); submittal and acceptance of a finalized CPM Preliminary Project Schedule and Schedule of Values, all as required for the proper performance and completion of the Work.

   The CONTRACTOR'S attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved or paid until all Mobilization activities listed above have been completed as specified.

2. Bid Item No. 2 – SHEETING, SHORING AND BRACING. Bid Item No. 2 is a lump sum Bid Item that includes cost for providing all sheeting, shoring and bracing in connection with the Work including but not limited to that required by **Document 00 52 00, "Agreement"**, **Article 12**, and §§6705-6708 of the California Labor Code.

3. Bid Item No. 3a – TEMPORARY ENVIRONMENTAL PROTECTIONS. Bid Item No. 3a is a lump sum Bid Item that includes all temporary erosion-control and environmental-compliance measures required to perform the Work, including all SWPPP Best Management Practices (BMPs), temporary drainage controls, stabilized entrances, and dust control measures for all Project Sites as specified in the Plans and as required by Project environmental permits. Environmental protections included in this Bid Item are limited to those required to perform eligible storm-damage repair activities and to maintain compliance during construction. The costs for environmental protection measures specified in **Section 01 50 00** under the Temporary Control Plan, and the logs and documentation associated with those measures, shall be included within this Bid Item.

4. Bid Item No. 3b – PERMANENT ENVIRONMENTAL PROTECTIONS. Bid Item No. 3b is a lump sum Bid Item that includes all permanent erosion-control and environmental-compliance measures required to perform the Work, including all SWPPP Best Management Practices (BMPs), drainage controls, and stabilized and protected graded slopes and access roadways for all Project Sites as specified in the Plans and as required by Project environmental permits. Environmental protections included in this Bid Item are limited to those required to perform eligible storm-damage repairs and restore pre-storm conditions. Work at all Project Sites also includes post-construction site restoration that includes placement of erosion control mats and hydroseed. The costs for environmental protection measures specified in **Section 01 50 00** under the Temporary Control Plan, and the logs and documentation associated with those measures, shall be included within this Bid Item.

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5. Bid Item No. 4 – SURVEY SERVICES. Bid Item #4 is a lump sum Bid Item that includes all pre-construction, construction, and post-construction surveys required for layout and verification of site work limits, wall alignments, culvert replacement, grading, and as-built documentation. All surveys shall be performed in accordance with the Plan notes requiring licensed survey control and submittal of as-built deliverables.

6. Bid Item No. 5 – CONSTRUCTION TESTING SERVICES. Bid Item No. 5 is a lump sum Bid Item that includes all testing services associated with sampling and testing of construction Work specified on the Plans. Geotechnical testing services at Sites #1, #2 and #3 for soil and Class II Aggregate Base includes collections and laboratory Proctor testing and report submittals, field nuclear density testing and report submittals. Geotechnical testing services at Sites #1 and #2 for the Permeable Fill material includes the laboratory testing and reporting of the Caltrans quality characteristics requirements. Soil nail testing services at Sites #1 and #2 include proof load testing and lock-off loading as specified on the Plans. All quality control testing and reporting shall be submitted to verify compliance with the Project specifications described on the Plans.

7. Bid Item No. 6 –SITE NO. 3 WORK. Bid Item No. 6 is a lump sum Bid Item and includes roadway blading, removal of existing rills (also known as ravines) and surface drainage erosion features, slope shaping and grading to remove rills and other erosion features, regrading of the access road, preparation of the subgrade (including scarifing and re-compacting), rebuilding the access road with processed reusable on-site material obtained from Bid Item #7, shaping slopes to conform with the Plans, and all other Work to return Site No. 3 to its pre-storm condition as shown on the Plans. Work associated with erosion control and post-construction erosion control site restoration are paid under Bid Items No. 3a and 3b.

8. Bid Item No. 7 – SITES NO. 1 AND 2 SLOPE EXCAVATION AND OFFHAUL. Bid Item No. 7 is a unit price Bid Item that includes clearing and grubbing, excavation for slope layback, wall construction bench excavation, removal of unsuitable material, and stockpiling of materials designated for reuse at any of the three sites. Excess or unsuitable materials, along with any unused suitable materials remaining at the conclusion of the Project, shall become the property of the CONTRACTOR and be transported offsite to a legal disposal facility in accordance with federal, state, and local regulations. Work includes handling, loading, hauling, and offsite tipping. Work associated with erosion control and post-construction erosion control site restoration are paid under Bid Items No. 3a and 3b. The estimated quantity is bulked volume.

9. Bid Item No. 8 – SITE NO. 1 SOIL NAIL WALL SYSTEM ERECTION. Bid Item No. 8 is a lump sum Bid Item that is required to restore Site #1 to its pre-storm condition as shown in the Plans. This Bid Item includes all labor, equipment, materials, incidentals, and design services including the Deferred Submittal, for an engineered soil nail wall system supplied and installed as a coordinated system by a qualified manufacturer or specialty contractor at Site #1. The soil nail wall system components shall include the soil nails, the reinforcement elements, the facing elements, manufacturer's recommended backfill within the wire mesh structure, and all other incidentals for a complete retaining wall system. The estimated quantity is the developed plane-projected area of the wall profile.

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10. Bid Item No. 9 – SITE NO. 2 SOIL NAIL WALL SYSTEM ERECTION. Bid Item No. 9 is a lump sum Bid Item that is required to restore Site #2 to its pre-storm condition as shown in the Plans. This Bid Item includes all labor, equipment, materials, incidentals, and design services including the Deferred Submittal, for an engineered soil nail wall system supplied and installed as a coordinated system by a qualified manufacturer or specialty contractor at Site #2. The soil nail wall system components shall include the soil nails, the reinforcement elements, the facing elements, manufacturer's recommended backfill within the wire mesh structure, and all other incidentals for a complete retaining wall system. The estimated quantity is the developed plane-projected area of the wall profile.

11. Bid Item No. 10 – SITE NO. 1 AND NO. 2 SOIL NAIL WALL PERMEABLE FILL BACKFILL. Bid Item No. 10 is a unit price Bid Item that includes the installation of the Permeable Fill backfill material behind the soil nail walls, including the supply and installation of the Filter Fabric and the Permeable Fill backfill. The estimated quantity is bulked volume.

12. Bid Item No. 11 – SITE NO. 1 AND NO. 2 SOIL NAIL WALL CLASS II AGGREGATE BASE BACKFILL AND FINAL SHAPING AND GRADING OF ACCESS ROAD SURFACE. Bid Item No. 11 is a unit price Bid Item that includes the installation of the Class II Aggregate Base backfill material behind the soil nail walls up to the finished grade of the access road, including the supply and installation of the Filter Fabric and the Class II Aggregate Base backfill. The work includes all the grading and reshaping of the access road surface to return Sites #1 and #2 to their pre-storm condition as shown on the Plans. The estimated quantity is bulked volume.

13. Bid Item No. 12 – CONCRETED-ROCK SLOPE PROTECTION. Bid Item No. 12 is a lump sum Bid Item that includes the installation of the Concreted-Rock Slope Protection that provides a finished grade interface from the base of the soil nail wall to the adjacent grade. The Concreted-Rock materials shall be Caltrans Class 1.

14. Bid Item No. 13 – COMPACTED FILL SLOPE PROTECTION. Bid Item No. 13 is a lump sum Bid Item that includes the installation of the Compacted Fill Slope Protection that provides a finished grade interface from the base of the soil nail wall to the adjacent grade. The Compacted Fill materials shall be from the usable supply of materials excavated as part of Bid Item No. 7.

15. Bid Item No. 14 – CALTRANS TYPE L-2 OBJECT MARKERS (TWO-PLATE SYSTEM). Bid Item No. 14 is a unit price Bid Item that includes object markers shown on the Plans. The object markers shall include a two-plate post mount to accommodate the object marker plate to be displayed on both sides of the post.

16. Bid Item No. 15 – SITE NO. 2 CULVERT MODIFICATION WITH DOWNDRAIN. Bid Item No. 15 is a lump sum Bid Item that includes removal of a portion of the existing 18-inch corrugated metal pipe (CMP) culvert, video inspection of existing pipes and drop inlet, installation of new CMP downdrain including bends (standard or fabricated), Caltrans D87A downdrain anchor assemblies, tee dissipator, and all inlet/outlet protection

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illustrated in the Plans. Includes all excavation, bedding, backfill, compaction, transitions, and restoration.

17. Bid Item No. 16 – DEMOBILIZATION AND PROJECT CLOSEOUT REQUIREMENTS. Bid item No. 16 is a lump sum Bid Item that includes coordinating with the Engineer for the completion of all punch list items; submittal of all closeout submittals specified in the Contract Documents; submittal of Operations and Maintenance manuals if applicable; submittal of all as-built shop drawings that had a disposition of "Make Corrections Noted"; submittal of a copy of the CONTRACTOR'S final record drawing information; turnover of all spare parts if applicable; submittal of all equipment warranties and all equipment certifications by the equipment manufacturer if applicable; submittal of the CONTRACTOR'S warranty specified in the Agreement; submittal of all quality control testing records for all non-destructive testing if applicable; and demobilization of all equipment, field offices, waste disposal receptacles, and completion of all site restoration to the satisfaction of the Engineer. Removal and proper disposal of all temporary environmental protections, including silt fencing, is part of Project closeout activities.

18. Bid Item No. 17 – MISCELLANEOUS WORK REQUIRED FOR COMPLETION OF ELIGIBLE STORM-DAMAGE REPAIRS. Bid item No. 17 is a lump sum Bid Item that includes only minor, incidental work necessary to complete the eligible storm-damage repair scope shown on the Plans, and includes no betterments, upgrades, or work outside the documented storm-damage repair scope.

1.3 WORK SEQUENCE AND CONSTRAINTS

A. CONTRACTOR'S Responsibility to Coordinate and Plan the WORK

It is the CONTRACTOR'S responsibility to coordinate, plan, and schedule the construction activities such that the construction sequencing and any time constraints, including the submittal procedure processes, are incorporated into the overall performance of the WORK.

CONTRACTOR shall incorporate the required construction sequencing and specified time constraints in the Critical Path Method (CPM) construction schedule required under Specification **Section 01 32 00, "Project Schedules and Reports"**. The CPM construction schedule shall include the CONTRACTOR'S activities necessary to satisfy all sequencing and time constraints included and referenced in the Contract Documents.

B. Contract Time(s)

The Contract Time(s) shall be as specified in **Document 00 52 00, "Agreement"**.

C. Construction Sequencing and Time Constraints

1. No specific scheduling or sequencing time constraints are known by the AGENCY to exist for this Project.

2. CONTRACTOR shall coordinate their WORK with the work being performed by other contractors and with other utility companies. CONTRACTOR shall provide adequate notification to all utility owners in advance of starting construction operations.

CONTRACTOR shall be solely responsible for coordinating its WORK with utility owners and obtaining all required approvals.

3. CONTRACTOR shall make its own arrangements for the use of any other areas that are not part of the areas designated on the Drawings for CONTRACTOR'S use.

4. CONTRACTOR shall coordinate their work schedule and sequencing with all environmental permitting requirements associated with construction timing and construction activities.

5. Working Hours. Construction activities shall be limited to starting at 7:00 a.m. and are anticipated to occur at no more than an eight (8) hour workday, unless otherwise noted or approved by the Engineer. Work shall be limited to non-holiday workdays between Monday and Friday. Any work hour or workday modifications shall be requested by the CONTRACTOR and approved by the Engineer, such approval obtained at least 14 Days prior to implementation of the modifications. Refer to **Document 00 52 00, "Agreement"** and **Document 00 73 00, "Supplemental Conditions to the Agreement"** for discussions on other working hour constraints.

6. Connections to Existing Facilities. Unless otherwise specified or indicated, CONTRACTOR shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, CONTRACTOR shall receive permission from the AGENCY or the owning utility prior to undertaking connections. CONTRACTOR shall protect facilities against deleterious substances and damage.

   Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time at no additional cost to the AGENCY. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

7. Unfavorable Construction Conditions. During unfavorable weather, wet ground, or other unsuitable construction conditions, CONTRACTOR shall confine its operations to work which will not be affected adversely by such conditions. No portion of the WORK shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the WORK in a proper and satisfactory manner.

1.4 CONTRACTOR USE OF SITE

A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.

B. Cleaning Up. CONTRACTOR shall keep the premises free at all times from accumulations of waste materials and rubbish. CONTRACTOR shall provide adequate trash receptacles about the Site and shall promptly empty the containers when filled. Construction materials shall be neatly stacked when not in use. Promptly remove splattered concrete, asphalt, oil, paint,

corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage. Volatile waste shall be properly stored in covered metal containers and removed daily. All waste shall be removed from the Site and disposed of in a manner complying with local ordinances and antipollution laws.

1.5 PROJECT MEETINGS

A. Preconstruction Conference

1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference may be held virtually if appropriate for the Project's complexity and needs, as determined by the AGENCY. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:

    a. AGENCY'S Representative(s), including the Engineer.

    b. AUTHORIZED AGENT(s) as necessary.

    c. Others as requested by CONTRACTOR, AGENCY, or AUTHORIZED AGENT.

2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Specification **Section 01 33 00, "Submittal Procedures"**. The specific items that are needed include, but are not limited to:

    a. Preliminary Project Schedule, Critical Path Method (CPM) format unless otherwise agreed to by the Engineer.

    b. Submittals Log.

    c. List of proposed substitutions.

    d. List of long-lead time items to be procured for the Project.

    e. Draft Schedule of Values.

    f. Draft Permit Plan.

3. The purpose of the conference will be to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters will be established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss the items listed below.

    a. CONTRACTOR's preliminary baseline schedule.

    b. Transmittal, review, and distribution of CONTRACTOR's submittals.

    c. Processing Applications for Payment.

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d. Maintaining record documents.

e. Critical work sequencing.

f. Field decisions and Change Orders.

g. Use of Site, office and storage areas, security, housekeeping, and AGENCY'S needs.

h. Major equipment deliveries and priorities.

i. Environmental compliance requirements and timing windows

j. CONTRACTOR's assignments for safety and first aid.

4. The Engineer will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

5. The amount of time needed to conduct the conference is a function on the Project's complexity. The duration of the conference will depend on the Project's complexity.

B. Progress Meetings (also known as "Look-Ahead Meetings")

1. Meetings will typically be held weekly unless otherwise directed by the Engineer. The meetings may be on-Site or conference call as directed by the Engineer.

2. The CONTRACTOR, Engineer, and a representative for each Subcontractor active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other Subcontractors.

3. The CONTRACTOR shall present the look-ahead schedule as specified in Specification **Section 01 32 00, "Project Schedules and Reports"**.

4. The Engineer will preside over the progress meetings and will coordinate with the CONTRACTOR to establish the agenda.

5. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

6. Persons designated by the CONTRACTOR to attend the progress meeting shall have all required authority to commit the CONTRACTOR to decisions made at the meeting. To the maximum extent practicable, the CONTRACTOR shall appear in person or assign the same person or persons as representatives at the progress meetings. The CONTRACTOR'S superintendent shall attend each meeting.

7. The Engineer will take minutes of each progress meeting and distribute to the CONTRACTOR for review. CONTRACTOR shall issue any exceptions to the Engineer within

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the agenda item of “old business” at the next progress meeting. Failure to raise an exception at the next meeting constitutes acceptance of the minutes. The Engineer will document the exception and resolution within the minutes.

8. The Engineer will distribute minutes to the CONTRACTOR; the CONTRACTOR is responsible for further distribution.

PART 2 -- PRODUCTS

2.1 DOMESTIC PREFERENCE REQUIREMENTS (BUILD AMERICA, BUY AMERICA ACT)

A. This Project is funded in part by the Federal Emergency Management Agency (FEMA) Public Assistance Program and is subject to the domestic preference requirements of the Build America, Buy America Act (Pub. L. 117-58) and 2 C.F.R. § 200.322.

B. Unless a waiver is issued, all iron, steel, manufactured products, and construction materials incorporated into the Work shall be produced in the United States.

C. The CONTRACTOR shall provide all certifications required by FEMA and the Agency demonstrating compliance with domestic preference requirements. Certifications shall accompany product data, shop drawings, or other submittals for materials subject to these requirements.

D. The CONTRACTOR shall immediately notify the AGENCY of any anticipated need for a waiver. No materials requiring a waiver shall be incorporated into the Work until FEMA issues a written waiver.

E. The CONTRACTOR shall ensure that all Subcontractors and suppliers of every tier comply with these domestic preference requirements.

PART 3 -- EXECUTION

(NOT USED)

<< End of Section >>

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00SECTION 01 29 00

MEASUREMENT FOR PAYMENT

PART 1 -- GENERAL

1.1 SUMMARY

A. This Section defines the methods of measurement for Work performed under the Contract.

B. Payment provisions are provided in AGREEMENT **Exhibit B, "Contract Price and Payment Provisions"**.

C. Measurement establishes how Bid Items are interpreted, how quantities are determined, and what constitutes measurable Work.

1.2 ESTIMATED QUANTITES

A. Estimated quantities shown in **Document 00 41 00, "Bid Form"** for Unit Price items are approximate and provided solely for Bid comparison. The estimated quantities shown in the Accepted Bid Items in AGREEMENT **Exhibit B** are used solely to establish the Contract Price.

B. The AGENCY does not warrant that actual quantities will correspond to estimated quantities.

C. The AGENCY may increase, decrease, or eliminate Unit Price Work without adjustment to unit prices and without entitlement to loss of anticipated profit.

1.3 DEFINITIONS

A. Unit Price Work — Work paid for based on measured quantities multiplied by the unit price.

B. Lump Sum Work — Work paid for at a fixed price regardless of actual quantities or effort.

C. Time and Material Work – Work compensated based on actual verified expenditures of labor, materials, and equipment, when authorized.

D. Plan Quantity — A quantity shown in the Contract Documents that is not subject to remeasurement unless conditions differ materially or unless otherwise specified.

E. Actual Quantity — A quantity measured in the field using the methods defined in this Section.

F. Incidental Work — Work necessary to complete a Bid Item but not separately measured or paid for.

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1.4 ADMINISTRATIVE REQUIREMENTS

A. Measurement Records. CONTRACTOR shall maintain daily records of measured Work, including sketches, survey notes, delivery tickets, and test results. Records shall be made available upon request.

B. Disputed Quantities. If CONTRACTOR disputes measured quantities, CONTRACTOR shall notify the Engineer in writing within seven (7) Days of the measurement. Failure to provide timely notice constitutes acceptance of the measurement.

C. Authority. The Engineer will verify and approve measurements. Measurements are final unless clearly erroneous.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

3.1 GENERAL MEASUREMENT PRINCIPLES

A. Measurement includes only Work actually performed and accepted.

B. No payment is made for:

1. Rejected or defective Work.

2. Work performed beyond authorized limits.

3. Work required due to CONTRACTOR error or negligence.

4. Material waste, shrinkage, spillage, losses due to handling, or stored.

C. Incidental Work is included in the Bid Price unless a Bid Item specifically provides otherwise.

3.2 MEASUREMENT METHODS

A. Lump Sum Items. Paid at the lump sum price for the complete Work. No adjustment is made for actual quantities unless modified by Change Order.

B. Unit Price Items. Measurements shall be taken in the presence of the CONTRACTOR when practicable. Measured using the following methods unless otherwise specified:

1. Linear Measurement — Measured horizontally along the centerline of installed Work.

2. Area Measurement — Measured to the nearest 0.1 square yard or as specified.

3. Volume Measurement — Measured in place using cross-sections, average-end-area, or other accepted engineering methods.

4. Weight Measurement — Based on certified scale tickets.

5. Count Measurement — Based on the number of units installed and accepted.

C. Excavation and Fill. Measured by in-place volume unless otherwise specified. Over-excavation not directed by the Engineer is not measured.

D. Piping and Conduit. Measured along the installed centerline, excluding fittings unless otherwise specified. Fittings, valves, and appurtenances are Incidental Work unless listed separately.

E. Concrete. Measured by volume of concrete placed in forms unless otherwise specified. Reinforcing steel measured by weight only if listed separately. Concrete embedment items are Incidental Work unless listed separately. Concrete formwork fabrication, erection, removal and disassembly; waterstop; admixtures; finishing; curing; sealants; quality control testing; repair; post-hardening coring; and other miscellaneous concrete construction tasks are Incidental Work unless listed separately.

F. Asphalt Pavement. Measured by weight or area as specified unless otherwise specified. Tack coat, prime coat, and joint sealing are Incidental Work unless listed separately.

G. Structures. Measured as lump sum unless individual components are listed as unit price items.

H. Equipment. Measured as lump sum for complete installation, testing, and commissioning unless otherwise specified.

<< End of Section >>

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SECTION 01 32 00

PROJECT SCHEDULES AND REPORTS

PART 1 -- GENERAL

1.1 GENERAL OVERVIEW

A. The CONTRACTOR shall produce a construction Project Schedule to be used to control the Work and to provide a definitive basis for determining Project progress. The AGENCY'S preferred scheduling software for this Project is Microsoft Project; however, an "or-equal" software may be proposed for the Engineer's consideration. The Engineer will work with the CONTRACTOR on determining which software platform will provide the results needed by both parties.

B. The Project Schedule shall be prepared, maintained, and updated by CONTRACTOR and historical dates agreed monthly with the Engineer.

C. The Preliminary Project Schedule and the Update Project Schedules shall comprise all the detailed construction-related activities using the critical path method (CPM). These schedules shall provide sufficient detail and clarity to reflect the intricacies and interdependencies of activities so CONTRACTOR can plan, schedule, monitor, control and report on the progress of his work. In addition, it shall provide Engineer and AGENCY a tool to monitor and follow the progress for all phases of the Work.

1.2 PRECONSTRUCTION CONFERENCE

A. Refer to Specification **Section 01 11 00, "Summary of Work"**, for information regarding the Preconstruction Conference, and the CONTRACTOR'S submittal of the Preliminary Project Schedule.

1.3 PRELIMINARY AND BASELINE PROJECT SCHEDULES

1.3.1 Preliminary Project Schedule.

A. The Preliminary Project Schedule shall be to the level of detail acceptable to the Engineer, and shall include the following:

1. Organization and structural breakdown of the Project to illustrate a feasible schedule for completion of the Work within the Contract Times specified;

2. Milestones and completion dates, and include the Work Constrains specified in Specification **Section 01 11 00, "Summary of Work"**;

3. Type of work to be performed and the labor trades involved;

4. Purchase, manufacture and delivery activities for major materials and equipment;

5. Preparation, submittal, and acceptance of shop drawings and material samples;

6. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors;

7. Tests, submittal of test reports and acceptance of test results;

8. Identification of any material and equipment restrictions.

1.3.2 Development of Baseline Schedule.

A. Following the preconstruction conference and the receipt of the Engineer's comments on the initial Preliminary Project Schedule, CONTRACTOR shall submit a revised Preliminary Project Schedule for review by Engineer within ten (10) Days. If the Engineer has comments on the revised Preliminary Project Schedule, CONTRACTOR shall make the necessary changes and resubmit it within ten (10) Days. Once accepted by the Engineer, that Preliminary Project Schedule shall become known as the Baseline Schedule, and all future Update Project Schedules shall be programmed to reflect progress relative to the Baseline Schedule. The Engineer's acceptance of the Contractor's Project Schedule does not and shall not imply that the Engineer has conducted an exhaustive review or evaluation of the sequencing or duration of all activities contained therein: and the Engineer's acceptance of the CONTRACTOR'S schedule shall not constitute a warranty of its feasibility, suitability or reasonableness. Revisions required in the schedule to confirm to the Contract requirements shall not be a Change Order Request.

1.4 UPDATE PROJECT SCHEDULES

A. CONTRACTOR shall update the Project Schedule monthly and submit it as an Update Project Schedule. The Update Project Schedule shall be issued with the monthly Application for Payment.

B. A monthly progress report shall also be prepared and submitted to the Engineer with the Update Project Schedule and the monthly Application for Payment. Items that have slipped since the last schedule submittal shall be identified within the report.

C. Submittal of the Update Project Schedule and the monthly progress report are a prerequisite for the AGENCY'S processing of the monthly Application for Payment.

1.5 THE LOOK-AHEAD SCHEDULES

A. The Engineer requires that a three-week look-ahead schedule be provided once a week at the weekly progress meeting as mutually agreed upon by the Engineer and CONTRACTOR. The look-ahead schedule shall be submitted to the Engineer at least

24-hours prior to the weekly Project meeting. The number of copies submitted, layout, and format of the look-ahead schedule shall be coordinated with the Engineer. For Project Work that involves the fabrication and manufacturing by Suppliers, then the look-ahead schedule shall provide details on specific manufacturing activities and shall highlight all non-destructive testing so that the Engineer can plan for on-site quality assurance observation visits to the CONTRACTOR'S manufacturing/Supplier facilities, if applicable.

1.6 FLOAT

A. Total Float is the number of Days by which a part of the Work in the CMP construction schedule may be delayed from its early start and finish dates without necessarily extending the Contract Times. The difference in time between the Project's schedule dearly completion date, as submitted, and the required Contract completion date, shall be considered as Float, slack time, or contingency. Float, slack time, or contingency within the schedule, and total float within the overall schedule, is not for the exclusive use of either the Engineer or the CONTRACTOR but is jointly owned by both parties and is a resource available to and shared by both parties as needed to meet Contract milestones and the Contract completion date.

B. CONTRACTOR shall not use Float suppression techniques, including preferential sequencing (arranging critical path through activities more susceptible to Engineer caused delay); lag logic restraints; zero total or free Float constraints; extended activity times; or imposing constraint dates other than as required by the Contract. Float suppression will be cause for rejection of the Preliminary Project Schedule or full Project Schedule and its updates.

1.7 SUBMITTALS

A. CONTRACTOR shall submit the Preliminary Project Schedule, Baseline Schedule, and all Update Project Schedules, and their accompanying narrative reports, for acceptance by the Engineer. These schedules shall be CONTRACTOR'S working schedules and shall be used to plan, organize and execute the Work, record and report actual performance and progress, and show how CONTRACTOR plans to complete all remaining Work as of the end of each progress report period.

B. The Update Project Schedule and associated progress reports shall be submitted to the Engineer for acceptance within the period for submitting an Application for Payment. If the Update Project Schedule and the progress report are not submitted, no progress payments will be made until the schedule and report have been submitted.

C. Printouts and electronic layouts required as part of the Update Project Schedule submittal are as follows:

1. Critical Path Schedule

2. Activities in Progress

CONTRACTOR shall submit additional layouts if directed by the Engineer.

D. The submittal shall include the following:

1. Narrative report summarizing the milestones, critical path, project approach including phasing or use of crews, significant submittal and fabrication items, coordination or interface requirements, AGENCY-provided items, and list of Subcontractors and vendors.

2. Graphic reports including critical path report (longest path), summary schedule report, total Float report by early-start early-finish, look-ahead report grouped by work breakdown structure or project phasing, and cash flow projection. Cash flow projections include estimated cumulative cost curves based on early and late start dates and projection of monthly payments over the life of the project.

   The narrative and graphic reports shall be provided on 8”x11” paper and 11”x17” readable plots, respectively.

1.8 REVIEW PROCESS.

A. Engineer will review CONTRACTOR’S schedule submittals within fourteen (14) Days after receiving all required information.

B. At the request of the Engineer, CONTRACTOR shall participate in any meetings necessary to reach a mutual agreement and acceptance of the Project Schedule or Cash Flow Projections.

C. If any of the required submittals are returned to CONTRACTOR for corrections or revisions, they shall be resubmitted within ten (10) Days after the return mailing date. Resubmittals shall include all information and media included in the first submittal. Review and response by the Engineer will be given within ten (10) Days after receipt of each resubmittal.

D. Schedules shall show contract completion of the Work on the Contract completion date and with zero or positive total Float even if CONTRACTOR plans to finish early. In no event shall acceptance of the Project Schedule be a basis for a claim for delay against AGENCY or Engineer by CONTRACTOR for an early finish. A Project Schedule containing activities with negative Float or that extends beyond the date that the Work is completed and ready for final payment will not be acceptable.

E. Acceptance of the Project Schedule by Engineer does not relieve CONTRACTOR of responsibility for accomplishing the Work by the Contract completion date. Omissions and errors in the accepted Project Schedule shall not relieve CONTRACTOR of obligations under the Contract. Acceptance by the Engineer in no way makes Engineer or AGENCY an insurer of the Project Schedule's success or liable for time or cost overruns. The Engineer hereby disclaim any obligation or liability by reason of acceptance of the Project Schedule.

1.9 COORDINATING PROJECT SCHEDULE WITH OTHER CONTRACT SCHEDULES

(Not Used)

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

3.1 PROJECT SCHEDULE SUBMITTAL FORMAT

A. CONTRACTOR shall submit electronic copies of the Project Schedules as an executable file(s). A brief narrative shall accompany the submittal, describing CONTRACTOR'S scheduling approach to the project. The narrative shall include a description of the Contract Milestones, approach for construction activities during the period of the Project Schedule, description of the general approach of the activities for the work beyond the Project Schedule period, a description of the Project's critical path, identification of critical long-lead submittals and/or long-lead procurements, and planned outages. The narrative shall also incorporate activity codes, calendars, weather days, constraints, and work breakdown structure in accordance with the requirements specified herein.

3.2 UPDATE PROJECT SCHEDULES AND PROGRESS REPORTS

A. CONTRACTOR shall update the Project Schedule monthly and submit it as "Project Schedule Update No. **", where ** is progressive revisions (e.g., 01, 02, ...). The Update Project Schedule shall be submitted with the monthly Application for Payment. The schedule update can be based on the progress of the Work as of the 25th day of the concluding month.

B. A monthly progress report shall be prepared and submitted to the Engineer with the Project Schedule Update and the monthly Application for Payment. The update can be based on progress of the Work as of the 25th day of the concluding month. Items that have slipped since the last schedule submittal shall be identified within the report. If the actual progress of critical activities lags behind the planned progress by more than ten (10) working Days, the CONTRACTOR shall submit a detailed description of the procedures and processes that it proposed to follow to recover the lost progress. The submittals shall include a detailed listing of labor, equipment, and materials that will be utilized to meet the accepted schedule.

3.3 ELECTRONIC PROJECT SCHEDULE FORMAT AND REPORTING

A. The schedule, critical path, and look-ahead schedules shall be submitted electronically in an executable format, using Microsoft Project's file format, and printed in color in Portable Document Format (PDF) files as generated by BlueBeam Revu Version 2017 or Adobe Acrobat Professional Version 7.0 or higher. PDF images must be

at a readable resolution. Optical Character Recognition (OCR) capture must allow for text to be searched, selected and copied from the generated PDF file.

B. CONTRACTOR shall use AGENCY'S file-naming format for the Microsoft Project schedules.

1. Electronic native working schedule files shall be saved with .MPP file extensions.

2. Microsoft Project settings for "Baseline Type" shall be used in the following manner:

a. Select <None> as the baseline type for the Preliminary Project Schedule submittal.

b. Once the Preliminary Project Schedule is accepted, the baseline type shall be named <Initial Plan>.

c. Each subsequent Project Schedule update shall set the baseline type to <Last Performance Update>.

d. The data date for schedule calculation in the Preliminary Project Schedule and Update Project Schedules shall be the Commencement Date unless otherwise directed by the Engineer.

3.4 COST-LOADING

A. The Project Schedule shall be cost-loaded to project the following reports, or if approved by the Engineer, the CONTRACTOR can develop a Microsoft Excel spreadsheet that can produce the same results, said spreadsheet shall be submitted to the Engineer for review and acceptance:

1. Schedule of Values to be issued at the Preconstruction Conference and with each month's progress report submitted with the Application for Payment.

2. Cash Drawdown Schedule to present an estimate of expected monthly billings over the length of the Project. Alternatively, provide a cash flow "S" curve, tabular and graphically plotted by month. Update this monthly and report in the monthly progress report submitted with the Application for Payment.

3.5 RESOURCE-LOADING

A. Not required by the Engineer but may be used at the CONTRACTOR'S discretion.

3.6 MONTHLY SCHEDULE UPDATES

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A. Update Project Schedule shall be submitted monthly for the duration of the Contract. If monthly Update Project Schedule is not submitted with the Application for Payment then the progress payments will be withheld until the required information is submitted.

B. The updated schedule shall be reviewed each month in a meeting with the Engineer to verify:

1. Actual start dates,

2. Actual completion dates,

3. Activity percent completion,

4. Revised logic (as-built and projected) and changes in activity durations, cost assigned,

5. Cost influence of Change Orders, if any,

6. Revisions due to extension of time.

Prior to each meeting, CONTRACTOR shall prepare a complete and accurate report of current procurement and construction progress through the end of the update period, and a depiction of how CONTRACTOR plans to continue the Work to meet all Contract completion dates. All network changes and status data agreed to during each update meeting shall be considered as accepted by both parties unless written notice of any exceptions is given within five (5) Days after the meeting.

For major network changes that cannot be agreed to during an updating meeting, CONTRACTOR shall submit the proposed changes for the Engineer's acceptance prior to inserting such changes into the network. Submittals may be in the form of marked-up networks, fragnets, or schedule abstracts, provided they are submitted with a letter of transmittal. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate how project events have an impact on the schedule.

3.7 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

A. Whenever it becomes apparent from the current Project Schedule that the critical path is delayed and the Contract completion date will not be met, CONTRACTOR shall mitigate the delay by taking some or all of the following actions at no additional cost to AGENCY.

1. Increase construction manpower in such quantities and crafts as will bring the project back on schedule within the completion dates and milestones.

2. Increase the number of working hours per shift, shifts per day, working days per week, and the amount of construction equipment, or any combination of the foregoing, to substantially eliminate the backlog of work.

3. Reschedule activities to achieve maximum practical concurrence of activities and to comply with the schedule date(s).

Within ten (10) Days of the Engineer's request, CONTRACTOR shall submit a recovery schedule and written statement of the steps intended to remove or arrest the delay to the critical path in the schedule. If CONTRACTOR fails to submit the required information or should fail to take measures acceptable to the Engineer, the Engineer may direct CONTRACTOR to increase man-power, equipment and scheduled work hours to remove or arrest the delay to the critical path and CONTRACTOR shall promptly provide such level of effort at no additional cost to AGENCY.

In the event CONTRACTOR fails to follow the updated or revised recovery schedule, AGENCY may elect to withhold progress payments until CONTRACTOR complies with the revised schedule.

Should CONTRACTOR'S efforts not remove or arrest the delay to the critical path of the accepted schedule, then AGENCY shall be entitled to supplement CONTRACTOR'S workforce and equipment to remove and arrest any delay, and shall be entitled to deduct all costs and expenses associated therewith from payments due to CONTRACTOR. If insufficient Contract funds remain, AGENCY may recover such funds from CONTRACTOR and its Surety.

3.8 TIME IMPACT ANALYSIS

A. When changes in the Work or delays are experienced by CONTRACTOR and CONTRACTOR requests an extension of time, CONTRACTOR shall submit a written time impact analysis to the Engineer with the request for an extension of time illustrating the influence of each change or delay to the current Contract Times. Each time impact analysis shall include a fragnet incorporating the change or delay into the Project Schedule to demonstrate how CONTRACTOR was delayed.

Each time impact analysis shall demonstrate the estimated time impact based on the events of the change or the delay; the date the change was given to CONTRACTOR or the delay incurred, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the Project Schedule or as adjusted for the events of delay.

B. Submit the time impact analysis within seven (7) Days of delay occurrence or when direction to proceed with a change is given to CONTRACTOR. No time extensions will be considered if the time impact analysis is not submitted within the specified time.

C. The Engineer will review CONTRACTOR'S time impact analysis. CONTRACTOR shall furnish such justification and supporting evidence as the Engineer deems necessary

to determine whether CONTRACTOR is entitled to an extension of time. The Engineer's review of each time impact analysis will be made within five (5) working Days of receipt of the time impact analysis and additional information as required by the Engineer, unless subsequent meetings and negotiations are necessary.

D. The Contract Times will be adjusted only for causes specified in **Part 3.9** of this specification Section. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining Float along the critical path at the time of actual delay. Delays in activities which are not on the critical path and do not affect Contract Times, will not be considered for an extension of Contract Time.

3.9 CAUSES FOR EXTENSIONS OF CONTRACT TIME

A. Additional positive total Float in the Project Schedule generated by efficiencies of the Engineer or CONTRACTOR is a shared commodity to be reasonably used by either party, and belongs exclusively to the Project. CONTRACTOR is not entitled to any additional compensation for completion of the Project prior to expiration of the Contract Times.

3.9.1 AGENCY-Initiated Changes.

A. AGENCY initiated changes to the Work that absorb Float time will not be considered for an extension of Contract Time. AGENCY-initiated changes that affect the critical path of the Project Schedule shall be grounds for extending or shortening completion dates. Use of Float time for CONTRACTOR initiated changes will require the Engineer's concurrence. CONTRACTOR'S changes, however, shall give way to AGENCY-initiated changes competing for the same Float time.

3.9.2 Outside CONTRACTOR'S Control.

A. Events outside of CONTRACTOR'S control that affect the critical path of the Project Schedule will be considered for an extension or reduction of the Contract Times based on the CONTRACTOR'S time impact analysis and the Engineer's review and approval of the analysis.

3.9.3 Weather Delays.

A. CONTRACTOR shall include three (3) working Days labeled as Extreme Weather Float into the Project Schedule. Extreme Weather Conditions that affect the Critical Path of the Project Schedule, in excess of the Extreme Weather Float, will be considered for an extension or reduction of the Contract Times. Notification for all extreme weather-related events must be submitted no later than 72 hours after the weather impact date.

Any weather-related extension of Contract Times shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the

number of days of normally anticipated weather days is less than expected, shall contribute to the project Float and shall not affect the Contract Times.

All Extreme Weather Conditions that affect the Critical Path of the Project Schedule shall be submitted to the Engineer shall state if any extension is requested and be supported by the relevant weather data and a narrative describing the time impact to the Critical Path.

3.10 PROJECT CALENDARS

A. Project Calendars shall use workdays and calendar days as the planning unit for the schedule. Use of Global Calendars is reserved for the Engineer. Each calendar shall be set to start on Mondays with holidays in accordance with AGENCY-Observed holiday policy (refer to **Document 00 73 00 , "Supplemental Conditions to the Agreement**". The following calendars shall be used for each activity except as otherwise accepted by the Engineer:

1. 5-Day x 8 Hour Workweek (with holidays) shall be used for 5-day 40-hour workweek activities: Monday through Friday. All holidays and non-workdays shall be assigned to this calendar. This calendar shall be used for all normal work activities, submittals, and fabricate and delivery activities. This calendar shall be the default calendar for the Project unless otherwise specified.

The workday to calendar day correlation shall be based on a single shift and 5-day work week with adequate allowance for AGENCY-Observed holidays, adverse weather, and all other special requirements of the Work. CONTRACTOR may, at his option, propose alternate baseline calendars to allow a second shift and/or a single shift on Saturdays subject to the concurrence and acceptance of the Engineer. Under no circumstances will a schedule be accepted which allows regularly scheduled work on Sundays.

3.15 MANDATORY MILESTONES

A. The Contract duration shall be equal to the time period between the Commencement Date and the completion of the Work in readiness for final payment. The following milestones are mandatory.

1. Notice to Proceed

2. Commencement Date

3. Intermediate Milestones, if any, as indicated in the Agreement.

4. Substantial Completion as indicated in the Agreement.

5. Final Completion and readiness for final payment as indicated in the Agreement.

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The following additional milestones are to be considered and incorporated into the Project Schedule in accordance with the Contract, if applicable.

1. Permit constraints
2. Facility shut down or outage milestone requirements
3. Applicable phasing milestones
4. Other milestones deemed appropriate by the Engineer

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 -- GENERAL

1.1 SUMMARY

A. This Section specifies the requirements for preparation, submission, review, resubmission, acceptance, and final delivery of all Submittals required by the Contract Documents.

B. Submittals include, but are not limited to:

1. Action Submittals
2. Information Submittals
3. Shop Drawings
4. Product Data
5. Samples
6. Quality Control documentation
7. Test Reports
8. Certificates
9. Operation and Maintenance Manuals
10. Record Documents
11. Deferred Submittals
12. Substitution Requests
13. Closeout Submittals
14. Other documents required by the Contract Documents

1.2 DEFINITIONS

A. **Submittal** – Any document, drawing, sample, schedule, manual, certificate, or other item required by the Contract Documents to be submitted by the CONTRACTOR for review, acceptance, or record.

B. **Action Submittal** – A Submittal requiring review and disposition by the Engineer prior to

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fabrication, installation, or incorporation into the Work. Action Submittals include Shop Drawings, Product Data, Samples, Deferred Submittals, and Substitution Requests.

C. **Information Submittal** – A Submittal provided for record purposes only and not requiring Engineer acceptance. Information Submittals include test reports, certificates, schedules, logs, and similar documentation.

D. **Shop Drawing** – Drawings, diagrams, schedules, fabrication details, installation details, coordination drawings, and other documents specially prepared for the Work by the CONTRACTOR, Subcontractors, suppliers, or manufacturers.

E. **Product Data** – Standard printed information, catalog cuts, performance data, materials of construction, wiring diagrams, and installation instructions prepared by the manufacturer.

F. **Sample** – Physical examples of materials, equipment, workmanship, or finishes illustrating functional and aesthetic characteristics.

G. **Deferred Submittal** – A portion of the Work requiring design by the CONTRACTOR, a specialty Subcontractor, or a licensed design professional retained by the CONTRACTOR, where the final design is not provided in the Contract Documents and must be submitted for Engineer review and acceptance after Contract award.

H. **Substitution Request** – A request by the CONTRACTOR to substitute a product, material, or equipment in place of that specified. Substitution Requests shall follow the procedures of this Section.

I. **Contractor's Accepted Submittal** – An Action Submittal returned by the Engineer with a disposition of "No Exceptions Taken" or "Make Corrections Noted." Acceptance does not authorize deviations from the Contract Documents unless expressly identified and approved in writing.

J. **Or Equal** – Whenever material or equipment is indicated in these specifications by stating names of proprietary items or of particular suppliers, the naming of the item is intended to establish the type, function, and quality required. The CONTRACTOR may select any of those named items for use on the Project. When the name is followed by the words "or equal", it indicates that a substitution may be submitted for approval. An "or equal" item serves the same function; has the same dimensions, appearance; quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the named item. Further, its substitution will have no effect on Project details, cost, and program. The burden of proof for demonstrating equality rests solely with the CONTRACTOR. The Engineer shall be the sole judge as to the comparative quality and suitability of "or equal" items and its decision shall be final.

K. **Change or Deviation** – The request for approval of a change or deviation from contract requirements. In this Specification Section, the same procedure shall be followed as for substitution. Changes or deviations shall not be implemented until approved in writing.

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1.3 GENERAL REQUIREMENTS

A. Submittals are a requirement and obligation of the CONTRACTOR. Submittals will not be accepted from anyone other than the CONTRACTOR. Wherever submittals are required in the Contract Documents, submit them to the Engineer as directed.

B. BABA Submittals (If Applicable) – When the Contract Documents indicate that the Project is subject to federal domestic preference requirements, the CONTRACTOR shall submit documentation demonstrating compliance with the Build America, Buy America Act (BABA) in accordance with **Section 01 11 00, "Summary of Work"**.

C. Submittals shall verify compliance with the Contract Documents and shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.

D. The CONTRACTOR shall review, approve, coordinate, and verify all Submittals prior to submission. The CONTRACTOR's approval stamp certifies that:

1. The Submittal has been reviewed and coordinated.

2. All dimensions, quantities, field measurements, and conditions have been verified.

3. The Submittal complies with the Contract Documents.

4. No deviations exist unless clearly identified.

5. The Submittal is complete and suitable for review.

E. Submission of incomplete, uncoordinated, or unchecked Submittals is prohibited and may be returned without review.

F. The CONTRACTOR shall schedule Submittals to support the Project Schedule and shall incorporate Engineer review durations into the Project Schedule.

1.4 SUBSTITUTIONS

A. Substitution Requests shall be submitted within thirty (30) Days of the Commencement Date unless otherwise permitted by the Engineer.

B. Substitutions may be permitted only when the CONTRACTOR demonstrates that the proposed item is equal or superior in function, quality, durability, performance, appearance, warranty, maintenance requirements, and compatibility with the Work.

C. Requirements for a Substitution Request include:

1. Clear identification of the proposed substitute.

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2. Comparison of specified and proposed items.

3. Technical data, performance data, and certifications.

4. Statement of cost and time neutrality.

5. Statement of compatibility with adjacent systems.

6. Statement of no effect on warranties.

7. Justification for the substitution.

8. Impact analysis on schedule and critical path.

D. The Engineer will be the sole judge as to the comparative quality and suitability of alternative equipment or materials and this decision will be final.

E. The Substitution Request shall not replace the Submittal process required in these Contract Documents. After approval of the Substitution Request, all Action Submittals requirements remain.

1.5 SUBMITTAL LOG

A. The CONTRACTOR shall prepare and maintain an accurate Submittal Log for the duration of the Project. The Submittal Log shall be maintained in electronic format acceptable to the Engineer. The Submittal Log shall identify all required Submittals, including Deferred Submittals and long-lead items. The log shall be used to track the status and disposition of each Submittal.

B. The Submittal Log shall be submitted:

1. At the Preconstruction Conference.

2. Monthly with the progress documents specified in Specification **Section 01 32 00, "Project Schedules and Reports.**

3. Upon request of the Engineer.

1.6 SUBMITTALS FOR PRECONSTRUCTION CONFERENCE

A. Within seven (7) Days after the Commencement Date, the CONTRACTOR shall submit the following items for review:

1. Preliminary Project Schedule (refer to Specification **Section 01 32 00, "Project Schedules and Reports"** for details). Include in the schedule narrative a list of long-lead time items to be procured. This schedule shall identify all Submittals on the critical path.

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2. A preliminary Submittal Log based on CONTRACTOR's priority, planned construction sequence and schedule, long lead items, and size of Submittal package.

3. Draft Schedule of Values.

4. Proposed Substitutes ("Or-Equal").

5. A preliminary Permit Plan (refer to Specification **Section 01 41 26, "Permit Requirements"**) indicating the agency will grant the permit and the expected date of Submittal for the permit and the needed date for receipt of the permit.

6. List of Deferred Submittals

1.7 REQUIREMENTS FOR SUBMITTALS AND SUBMITTAL PACKAGES

A. Each Submittal shall cover items from only one section of the Specification unless the item consists of components from several sources. Each Submittal shall indicate the intended use of the item in the Work. Submittals that combine unrelated Specification Sections may be returned without review.

B. CONTRACTOR shall submit a complete initial Submittal including all components. When an item consists of components from several sources, CONTRACTOR'S initial Submittal shall be complete including all components.

C. All Submittals, regardless of origin, shall be approved by CONTRACTOR and clearly identified with the name and number of this Contract, CONTRACTOR'S name, and references to applicable Specification paragraphs and Contract Drawings.

D. Submittals shall be numbered in accordance with the entry presented within the accepted Submittal Log Plan Submittal.

E. Each copy of all Submittals, regardless of origin, shall be stamped or affixed with an approval statement of CONTRACTOR.

F. A letter of transmittal, in a form acceptable to the AGENCY, shall be used to transmit Submittals for each specific item or class of material or equipment. The transmittal shall identify any deviations or substitutions.

G. When catalog pages are submitted, applicable items shall be clearly identified, and inapplicable data crossed out.

1.8 ISSUING SUBMITTALS ELECTRONICALLY

A. Submittal and processing of shop drawings shall be performed electronically over the Internet. Facsimiles (fax) will not be acceptable.

B. The AGENCY will designate an electronic Submittal platform. Instruction on procedures for posting and retrieving Submittals will be provided after award of the Contract.

C. Submittal file naming convention shall be: ######.ID.REV-ShortTitle.pdf, where:

1. ###### = Document or Specification Number (e.g., 005200, 013300, 033300, etc.)

2. ID = Sequential number of the Submittals associated with this Document or Specification

3. REV = Revision Number (e.g., 00 for initial submission, 01 for first resubmission, etc.)

4. ShortTitle = brief title of Submittal (e.g., PrelimProjSchedule, ScheduleofValues, ConcreteMixDesign, etc.). Avoid spaces and special characters.

The AGENCY'S convention for naming an electronic response to a Submittal is to insert the word "RESPONSE" at the front of the filename, and the disposition at the end of the filename, example being: RESPONSE 033300.03.00 ConcMixDesign (NET).pdf

D. CONTRACTOR is responsible for maintaining a complete electronic archive of all Submittals.

E. The Engineer will establish the protocol for the CONTRACTOR'S issuance of native electronic files (e.g., schedule, Excel, CAD) that are required by the Contract Documents or as requested by the Engineer. Native files shall not contain macros unless approved by the Engineer.

F. Submittal's electronic files shall be in Portable Document Format (PDF) as generated by Adobe Acrobat Professional Version 7.0 or higher. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Use of higher resolution is acceptable with Engineer's approval.

Optical Character Recognition (OCR) capture must be performed on scanned documents so that text can be searched, selected and copied from the generated PDF file.

G. The opening view for each Submittal's PDF document shall be to the CONTRACTOR'S transmittal letter, followed by the pages of the subject Submittal.

H. Submittal documents that are scanned shall be in color when the CONTRACTOR'S original is in color. Documents that are printed to a PDF file should allow for color printed material to improve the readability. Redline markups from the Engineer will be normal in the Engineer's response.

1.9 ENGINEER'S REVIEW OF SUBMITTALS

A. Engineer's review of Submittals covers only general conformity to the Contract Documents, external connections, and dimensions that affect the layout; it does not indicate:

1. approval of means, methods, techniques, sequences, or procedures of construction,

2. thorough review of all dimensions, quantities, field conditions, and details of the material, equipment, device, or item covered,

3. relieve CONTRACTOR of sole responsibility for errors, omissions, or deviations in the drawings and data,

4. relieve CONTRACTOR of sole responsibility for compliance with the Contract Documents,

5. authorize deviations, and

6. transfer design responsibility for Deferred Submittals.

B. The CONTRACTOR shall schedule the Engineer's review durations into the Project Schedules. Engineer's Submittal review period, whether the initial Submittal or a resubmittal, shall be twenty-one (21) Days, unless otherwise noted. Engineer review time shall not begin until a complete and coordinated Submittal or resubmittal is received, and if complete and coordinated, the review start shall commence on the first calendar Day following receipt of the Submittal or resubmittal in Engineer's office. The following review duration exceptions are noted:

1. Operation and Maintenance Manuals (if applicable): 45 Days

2. Deferred Submittals: as required

3. Substitution Requests: as required

1.9.1 Submittal Review Disposition Markings.

A. The Engineer's review response to a Submittal will identify the disposition of the Submittal utilizing the following terms:

1. **No Exceptions Taken (NET)**. If a Submittal is returned to the CONTRACTOR marked "No Exceptions Taken" or "NET", then formal revision and resubmission will not be required. When "NET" is indicated, the CONTRACTOR is advised that fabrication, manufacture, or construction may proceed, providing it complies with the Contract Documents.

2. **Make Corrections Noted (MCN)**. If a Submittal is returned to the CONTRACTOR marked "Make Corrections Noted" or "MCN", then the CONTRACTOR shall make

the corrections on the Submittal, but formal revision and resubmission will not be required. When "MCN" is indicated, the CONTRACTOR is advised that fabrication, manufacture, or construction may proceed, providing it complies with the Engineer's notation(s) and the Contract Documents.

3. **Revise-Resubmit**. If a Submittal is returned to the CONTRACTOR marked "Revise-Resubmit", then the CONTRACTOR shall revise and resubmit it. Resubmittals shall clearly identify all revisions. A resubmitted Submittal shall be fully complete in a manner like the original Submittal, and the Submittal given the same Submittal number with a upgrade to the revision identifier. When "Revise-Resubmit" is indicated no work shall be fabricated, manufactured, or constructed until the Submittal is acceptable.

4. **Rejected-Resubmit**. If a Submittal is returned to the CONTRACTOR marked "Rejected-Resubmit", then it means either that the proposed material or product does not satisfy the Contract Documents, the Submittal is so incomplete that it cannot be reviewed, or the Submittal is a Substitution Request not submitted in accordance with the Contract Documents. Resubmittals shall clearly identify all revisions. When "Rejected-Resubmit" is indicated no work shall be fabricated, manufactured, or constructed until the Submittal is acceptable.

5. **Record Copy**. If a Submittal is returned to the CONTRACTOR marked "Record Copy", then it signifies the Engineer accepts the Submittal as an Information Submittal and has not processed it as an Action Submittal. Record Copy disposition does not signify an accepted Submittal. Record Copy Submittals shall not be used for fabrication or construction.

1.10 RESUBMITTALS

A. CONTRACTOR shall accept full responsibility for the completeness of each resubmittal. Partial resubmittals may be returned without review. CONTRACTOR shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal. Resubmittals shall be in an organized and consistent format.

B. When corrected copies are resubmitted, CONTRACTOR shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer within the Engineer's response on previous Submittals. Revisions shall be clouded or otherwise clearly marked. Requirements specified for initial Submittals shall also apply to resubmittals.

C. Resubmittals numbering shall be similar to that described for electronic file naming protocols described in **Part 1.8** above. CONTRACTOR shall coordinate with the Engineer for the protocols to use for identifying resubmittals.

D. The need for more than one resubmittal, or any other delay in obtaining Engineer's review of Submittals, will not entitle CONTRACTOR to extension of the Contract Times un-

less delay of the Work is the direct result of a change in the Work authorized by a Change Order or failure of the AGENCY to review and return any Submittal to CONTRACTOR within the specified review period. Review durations for resubmittals are the same as for initial Submittals unless otherwise approved by the Engineer.

E. Repeated resubmittals due to CONTRACTOR error shall be at CONTRACTOR expense.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

<< End of Section >>

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SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 -- GENERAL

1.1 QUALITY CONTROL AND QUALITY ASSURANCE

A. The CONTRACTOR is responsible for Quality Control of their own work and the work of Suppliers and Subcontractors. The CONTRACTOR shall provide tests and reports described in this Section or that may be required and described in any Section of the Specifications. An independent Testing Laboratory (Testing Lab) shall conduct the field and/or laboratory testing of the CONTRACTOR'S Quality Control Plan. The CONTRACTOR shall include the cost in the bid price to provide an independent testing services, and said costs shall be included within the individual Bid items that the verification of quality is required.

B. The AGENCY is responsible for Quality Assurance of materials incorporated into the Project's Work and may coordinate with an independent Testing Lab for shop and/or field and laboratory testing to verify the CONTRACTOR'S work quality. The CONTRACTOR shall make available and deliver to the AGENCY, at the CONTRACTOR'S expense, all materials to be tested. The CONTRACTOR shall provide the labor necessary to supply samples and assist in making tests as required by the Engineer.

1.2 QUALITY CONTROL PLAN

A. CONTRACTOR shall prepare a Quality Control Plan outlining the sampling, testing, and laboratory testing or analyses to confirm the quality of work for the technical requirements specified in the Contract Documents. The Quality Control Plan shall identify the following:

1. The name of the independent Testing Lab(s) for each quality monitored item.

2. The material to be sampled and/or tested, the Specification Section and Part requiring the testing, the testing standard specified, the specified frequency of the testing, and the specified acceptance limits associated with the test.

3. The administrative submittals of documents that support quality monitoring of materials and personnel, for example: mill certifications for metals, welding operators qualifications, welding procedures specifications, etc.

1.3 SUBMITTALS

A. CONTRACTOR shall submit the Quality Control Plan to the AGENCY for review and approval.

1.4 REGULATORY INSPECTORS MONITORING QUALITY AT AGENCY'S DAMS

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A. If the Project is not associated with either San Antonio Dam in Monterey County or Nacimiento Dam in San Luis Obispo County, then this **Part 1.3** of this Section does not apply.

B. The AGENCY owns and operates Nacimiento Dam and San Antonio Dam and each are under the jurisdiction of and regulated by the California Department of Water Resources, Division of Safety of Dams (DSOD). Nacimiento Dam is also under the jurisdiction of and regulated by the Federal Energy Regulatory Commission (FERC). If this Project is at either one of these dams, then the CONTRACTOR should expect that personnel from these agencies will inspect elements of the Work during construction including the materials being incorporated into the Work, as well as test results and documentations associated with the Project.

C. DSOD or FERC will, from time to time, inspect elements of the Work during construction including the materials being incorporated in the Work as well as test results and documentation associated with the Project. The CONTRACTOR shall cooperate with the AGENCY by giving 72-hours' notice of any inspection or review that is required to be performed by DSOD or FERC in order to avoid delaying the Work and to assure the AGENCY has sufficient time to coordinate with DSOD or FERC.

D. The CONTRACTOR shall cooperate with the Engineer in coordination of DSOD's or FERC's inspections. All communications with DSOD or FERC shall be by the Engineer. Copies of all inspection scheduling of DSOD or FERC will be furnished to the CONTRACTOR by the Engineer upon request.

1.5 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or these Contract Documents.

B. Conform to reference standards by date of issue current on the date of Contract Documents, or date specified in the individual Specification Sections, except where a specified date is established by code.

C. The contractual relationship, duties, and responsibilities of the parties in the Contract and those of the Engineer shall not be altered from the Contract Documents by mentioning or inference otherwise in any reference document.

1.6 TESTING STANDARDS AND TESTING FREQUENCY

A. Refer to the individual Specification Sections for the testing standards and testing frequence associated with quality control monitoring.

PART 2 -- PRODUCTS

(NOT USED)

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PART 3 -- EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITIES

A. Make available and deliver to either the CONTRACTOR'S or AGENCY'S Testing Lab, at the CONTRACTOR's expense, all materials to be tested.

B. Coordinating with the Engineer when quality monitoring testing is expected. Provide the Engineer a minimum of 48-hours notice.

C. All Quality Control testing independent of the AGENCY'S Quality Assurance testing.

D. Provide labor necessary to supply samples and assist in making tests associated with either the CONTRACTOR'S or AGENCY'S quality monitoring efforts.

E. Advise Testing Lab of the identity of material sources.

F. Instruct Suppliers to allow inspections by the laboratory if so desired by the AGENCY.

3.2 CONTRACTOR'S QUALITY CONTROL OF INSTALLATION

A. Monitor quality control over Suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, then request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

3.3 CONTRACTOR'S QUALITY CONTROL OF TOLERANCES

A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, then request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in-place.

3.4 CONTRACTOR'S RESPONSIBILITIES IF QUALITY MONITORING DISCOVERS DEFECTIVE WORK

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A. Defective Work or Work that fails to conform to the Contract Documents shall be corrected by the CONTRACTOR at the CONTRACTOR's sole expense. Corrective work shall not be cause for delay in the Project Schedule.

B. Pay all costs of retesting when test results indicate nonconformance with Contract requirements.

C. Restore all surfaces and areas disturbed by testing operations to conditions existing before testing.

D. Defective Work discovered at the time of testing (example: soil density testing, concrete placement, etc.) shall be immediately corrected as directed by the Engineer. Defective Work discovered Days after the Work was completed or partially completed (example: nondestructive testing of welds, concrete cylinder compressive testing, etc.) will result in the issuance of a Nonconformance Report by the AGENCY at the discretion of the Engineer, and the CONTRACTOR shall execute the remedy to correct the defective Work as noted in the Nonconformance Report.

<< End of Section >>

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SECTION 01 41 26

PERMIT REQUIREMENTS

PART 1 -- GENERAL

1.1 SUMMARY

A. This Section specifies requirements for obtaining, paying for, and complying with all Permits, licenses, approvals, and regulatory authorizations necessary for execution of the Work.

B. Requirements include coordination with authorities having jurisdiction (AHJs), documentation submittals, posting of Permits, and closeout obligations.

1.2 REFERENCES AND ABBREVIATIONS

A. California Code of Regulations (CCR), Titles 8, 14, 17, 19, 22, and 24

B. California Public Contract Code (PCC)

C. California Vehicle Code (oversize/overweight transport Permits)

D. State Water Resources Control Board (SWRCB) – Construction General Permit (CGP)

E. Local Air District Rules per the local Air Quality Management District (AQMD)

F. Local Building, Fire, and Public Works Codes

G. Cal/OSHA requirements for trenching, shoring, confined space, and hazardous materials

H. CDFW – California Department of Fish and Wildlife

I. RWQCB – Regional Water Quality Control Board

J. USACE – United States Army Corps of Engineers

1.3 DEFINITIONS

A. **Authority Having Jurisdiction (AHJ)** – Any federal, state, regional, county, or municipal agency with regulatory authority over the Work.

B. **Permit** – Any written authorization, license, certification, or approval required to perform the Work.

C. **AGENCY-Obtained Permits** – Permits expressly identified in the Contract Documents as being secured by the AGENCY.

1.4 PERMIT RESPONSIBILITY MATRIX

A. CONTRACTOR Responsibilities

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1. Develop a Permit Plan which shall identify:
    a. All required Permits
    b. AHJ for each Permit
    c. Responsible party (AGENCY or CONTRACTOR)
    d. Required lead time
    e. Anticipated inspection requirements
    f. Status updates
2. Obtain and pay for all Permits required for construction means, methods, operations, and temporary facilities, including but not limited to:
    a. Construction-related encroachment Permits
    b. Traffic control Permits
    c. Haul route and oversize/overweight load Permits
    d. Dewatering Permits (if applicable)
    e. Dust control Permits and notifications
    f. Portable equipment registration (PERP) or local air district Permits
    g. Cal/OSHA Permits (e.g., tower cranes, pressure vessels, trenching depths exceeding five (5) feet, if required)
    h. Waste disposal Permits and manifests
    i. Fire Department hot-work Permits
    j. Temporary power, water, and utility connection Permits
3. Prepare and submit all documentation required by AHJ's.
4. Coordinate inspections required by the Permits.
5. Maintain compliance with all Permit conditions throughout the Work.
6. Maintain copies of all Permits at the Site.
7. Comply with all conditions, mitigation measures, monitoring requirements, and reporting obligations contained in AGENCY-obtained Permits.

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8. Provide all labor, materials, and incidentals necessary to implement Permit conditions unless specifically stated otherwise.

B. AGENCY Responsibilities

1. Obtain and pay for Permits explicitly identified as AGENCY-obtained, including:

a. CEQA/NEPA approvals (if not already completed)

b. Environmental resource agency Permits (e.g., USACE 404, CDFW 1602, RWQCB 401) when pre-obtained by AGENCY

c. Land-use entitlements or building Permits when stated in the Contract Documents

2. Provide CONTRACTOR with copies of AGENCY-obtained Permits and associated conditions.

1.5 SUBMITTALS

A. Permit Plan. A preliminary Permit Plan shall be submitted in association with the Preconstruction Conference (refer to Specification **Section 01 33 00, "Submittal Procedures"**.)

B. Copies of all CONTRACTOR-obtained Permits prior to performing related Work.

C. Submit evidence of Permit closure, final inspections, and regulatory sign-offs at Project closeout.

1.6 ENFORCEMENT AND NON-COMPLIANCE

A. Work performed without required Permits shall be immediately suspended at no cost to the AGENCY.

B. CONTRACTOR shall bear all costs associated with:

1. Stop-work orders

2. Fines or penalties

3. Corrective actions

4. Re-inspection fees

C. CONTRACTOR shall indemnify and hold harmless the AGENCY from permit-related violations arising from CONTRACTOR'S operations.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

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3.1 GENERAL REQUIREMENTS

A. Obtain Permits in sufficient time to avoid delays.

B. Post Permits conspicuously at the Site as required by AHJs.

C. Coordinate Permit-related inspections with AGENCY at least 48 hours in advance.

D. Maintain all required records, logs, and monitoring documentation.

3.2 ENVIRONMENTAL PERMIT COMPLIANCE

A. Implement all Best Management Practices (BMPs) required by SWPPP, CGP, or RWQCB orders.

B. Comply with dust control requirements, including:

1. Daily logs

2. Watering frequency

3. Track-out prevention

4. AQMD notifications

C. Comply with noise, vibration, and work-hour restrictions imposed by local ordinances or Permit conditions.

3.3 UTILITY AND PUBLIC RIGHT-OF-WAY PERMITS

A. Coordinate with utility agencies for shutdowns, tie-ins, and inspections.

B. Maintain traffic control in accordance with the approved traffic control Permit and MUTCD/Caltrans standards.

C. Restore public right-of-way per Permit conditions.

3.4 FINALIZATION OF PERMITS

A. Ensure all required inspections are completed.

B. Submit final sign-offs, closure letters, and compliance certifications.

C. Remove posted Permits only after authorization from the AGENCY.

<< End of Section >>

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 -- GENERAL

1.1 SUMMARY

This Section specifies requirements for temporary construction-related facilities; and environmental, safety, and public-protection controls necessary to execute the Work. All costs for the temporary facilities and controls shall be borne by the CONTRACTOR.

1.2 SUBMITTALS

A. Temporary Facilities Plan. The plan shall include:

1. Sketch of construction staging area and callouts for construction field office facilities, fuel storage, fueling locations, temporary utility connections, etc.

2. Identification of the sources for potable water, construction water, electrical power, sanitary facilities, communication, and internet services.

B. Existing Facilities Protection Plan. This plan shall identify the protection of all existing facilities located within the Project Site. Coordinate with Underground Service Alert to aid in surface-location of underground utilities, and coordinate with utility owners for the protection thereof or temporary relocation thereof as necessary. The plan shall address protection of rights-of-way, streets and roadway markers, restoration of pavements, and trees, shrubs, and other greenery.

C. Temporary Controls Plan. The plan shall include:

1. Stormwater BMPs

2. Dust control measures

3. Noise and vibration mitigation

4. Traffic and pedestrian control

5. Protection of utilities and adjacent properties

6. Fire prevention and hot-work controls

D. Logs and Documentation

1. Dust control logs

2. SWPPP inspection reports

3. Traffic control certifications

4. Waste disposal manifests

5. Equipment emission certifications (PERP or local permits)

1.3 TEMPOARY FACILITIES

A. Construction Field Office(s). During the performance of this Contract, CONTRACTOR shall maintain a suitable office at or near the Site which shall be the headquarters of its representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered at CONTRACTOR'S office at the Site in the representative's absence shall be deemed to have been delivered to CONTRACTOR.

Copies of the Drawings, Specifications, and other Contract Documents shall be kept at CONTRACTOR'S office at the Site and available for use at all times.

The CONTRACTOR shall supply an Engineer's field office either inclusive within the CONTRACTOR'S field office facility or as a separate facility. The Engineer's field office shall be furnished with a desk and desk chair, four-drawer steel filing cabinet, a document laydown table, and minimum of three chairs to accommodate visitors for meetings.

The Construction Field Office(s) shall be provided with electrical power for heating and cooling controls, lighting and power; potable water; sanitary facilities; internet communications; and land communications if located within a area lacking cellular service.

Construction Field Office(s) shall be lockable and secure facilities. Provide the Engineer with a set of keys to the office where they will conduct their work. The need for security fencing shall be assessed by the CONTRACTOR to improve protection of the Construction Field Office.

CONTRACTOR shall coordinate weekly cleaning of the construction field office(s) facilities.

B. Site Utilities. CONTRACTOR shall provide the following site utilities for performing the Work:

1. Water – All water, including potable for personnel and whereas specified, and construction-related required for and in connection with the Work to be performed.

2. Electrical Power – All power for heating, lighting, operation of CONTRACTOR'S plant, equipment, or tools.

3. Voice and Data Services – As required to execute the administrative construction duties by both the CONTRACTOR and the AGENCY.

4. Sanitary Facilities – For the needs of all construction workers, authorized visitors, and AGENCY personnel. Regular maintenance of sanitary facilities shall be a minimum of weekly, or more frequently if the quantity of Site personnel warrant it.

5. Waste and Debris – Disposal of all waste and debris shall be managed through regular collection of such materials and haul-off to permitted landfill.

C. Security. CONTRACTOR shall be responsible for protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. No Claim shall be made against AGENCY by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to AGENCY'S property, included AGENCY'S AUTHORIZED AGENTS, resulting from CONTRACTOR'S failure to provide security measures as specified. Security measures shall include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.

D. Access Road. CONTRACTOR shall establish and maintain temporary access roads to various parts of the Site as required to complete the Project. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project.

E. Parking. CONTRACTOR shall provide and maintain suitable parking areas for the use of all workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, AGENCY'S operations, or construction activities.

F. Barricades and Lights. All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction.

G. Construction Aids. CONTRACTOR shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work. These also include construction aids to protect existing facilities from damages during the performance of the Work.

H. Fences. All existing fences affected by the Work shall be maintained by CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, CONTRACTOR shall restore all fences to their original or to a better condition and to their original locations.

1.4 TEMPOARY CONTROLS

A. Pollution Control. CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

B. Dust Control. CONTRACTOR shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

C. Rubbish Control. CONTRACTOR shall keep the Site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The CONTRACTOR shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

D. Quality Assurance. CONTRACTOR'S personnel performing temporary control work shall be trained and qualified. SWPPP Qualified SWPPP Practitioner (QSP) required where CGP applies. Traffic control supervisors shall be certified per Caltrans or local requirements.

PART 2 -- PRODUCTS

2.1 MATERIALS

A. Silt fence, fiber rolls, gravel bags, inlet protection devices

B. Dust control water trucks, soil stabilizers, track-out pads

C. Temporary fencing, barricades, cones, and signage

D. Noise blankets or temporary sound barriers

E. Spill kits, absorbents, and containment materials

2.2 EQUIPMENT

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A. Street sweepers

B. Water trucks

C. Portable lighting (shielded to minimize spillover)

D. Noise-reduced generators or PERP-registered equipment

PART 3 -- EXECUTION

3.1 GENERAL

A. Mobilize temporary facilities and implement temporary controls prior to starting related Work.

B. Maintain controls in effective condition throughout the Project.

C. Remove temporary controls only when authorized by the AGENCY.

3.2 STORMWATER AND EROSION CONTROL

A. Install BMPs per SWPPP and CGP requirements.

B. Maintain BMPs, including:

1. Perimeter controls

2. Inlet protection

3. Stabilized construction entrance

4. Stockpile covers

C. Perform inspections and complete logs as required.

3.3 DUST AND AIR QUALITY CONTROL

A. Implement dust suppression measures, including:

1. Watering at required frequencies

2. Covering haul trucks

3. Preventing track-out

4. Limiting vehicle speeds

B. Comply with local Air District rules for visible emissions and equipment registration.

3.4 NOISE AND VIBRATION CONTROL

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A. Comply with local noise ordinances and permit conditions.

B. Use noise-reduced equipment where feasible.

C. Provide temporary sound barriers when required.

3.5 TRAFFIC AND PEDESTRIAN CONTROL

A. Implement traffic control per approved plans and permits.

B. Maintain safe pedestrian access at all times.

C. Coordinate lane closures with the AGENCY and AHJs.

3.6 PROTECTION OF EXISTING FACILITIES

A. Protect utilities, structures, pavements, and vegetation.

B. Provide temporary shoring, bracing, or barriers as needed.

C. Repair damage caused by CONTRACTOR'S operations at no cost to the AGENCY.

3.7 FIRE PREVENTION AND HAZARDOUS MATERIALS CONTROL

A. Maintain fire extinguishers and hot-work permits.

B. Store flammable materials per Fire Department requirements.

C. Provide spill containment and cleanup materials.

3.8 REMOVAL OF TEMPORARY CONTROLS

A. Remove temporary controls when no longer required.

B. Restore affected areas to original or specified condition.

C. Dispose of materials in accordance with waste management requirements.

<< End of Section >>

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SECTION 01 64 00

AGENCY-FURNISHED EQUIPMENT

PART 1 -- GENERAL

1.01 GENERAL

A. AGENCY will furnish the following types of equipment or materials for incorporation into the Work by the CONTRACTOR unless otherwise noted:

1. _____
2. _____
3. _____

B. AFE estimated delivery dates are specified in **Table 1**.

C. CONTRACTOR shall accept transfer and responsibility of the AFE upon delivery.

D. The CONTRACTOR shall be prepared to receive the delivery of AFE and store the AFE up to 90 Days prior to the delivery dates specified.

TABLE 1. DELIVERY SCHEDULE FOR EQUIPMENT OR MATERIALS

Specification Number[1]	**Description of Equipment or Materials**	**Estimated Delivery Date**

1.02 DEFINITIONS

A. AFE – AGENCY-Furnished Equipment

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

1.01 DELIVERY, STORAGE, AND HANDLING

[1] This refers to the contract documents that procured the equipment or materials.

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A. The delivery point will be the CONTRACTOR'S normal storage areas. AFE will be delivered in or on trucks at the Site or at a site coordinated and approved by the Engineer. CONTRACTOR shall be liable to AGENCY for demurrage or delay expense if trucks are not unloaded within two (2) working hours of the time they arrive for unloading. Separate payment will not be made to the CONTRACTOR for unloading, storing, and handling AFE. Payment for such work shall be included in the Bid Items associated with the installation of the AFE.

B. CONTRACTOR shall inspect the items as they arrive and as they are unloaded. The Engineer shall be immediately notified of evidence of freight damage so that it can be noted on freight bills. When required for proper inspection, AFE items shall be unpackaged and jointly inspected by the CONTRACTOR and the Engineer for damage and for completeness against the packing list and manufacturers' assembly drawings. Protection and packaging shall then be replaced and the AFE items shall be placed into storage.

C. The CONTRACTOR and Engineer will jointly check the bills of lading and packing lists with the materials and equipment delivered. CONTRACTOR shall provide an annotated list of the materials received for joint signatures. Within 48 hours after receipt of AFE, the CONTRACTOR shall notify the Engineer in writing of the CONTRACTOR'S assessment of shortage of or damage to the materials or equipment delivered.

D. CONTRACTOR shall provide satisfactory protection of the AFE.

1. Protection of materials and equipment shall ensure the preservation of the quality and fitness for the work and shall accommodate inspection. The CONTRACTOR shall follow the manufacturer's printed recommendations for handling and storage.

2. If the Engineer determines that satisfactory protection is not being provided by the CONTRACTOR, the Engineer may direct the ONTRACTO to provide enclosures, covers, or other protection. If the CONTRACTOR fails to provide the protection directed by the Engineer, the protection may be provided by the AGENCY at the cost will be backcharged to the CONTRACTOR.

3. Prior to storage, all protective wrapping, coating and packaging shall be inspected for damage. Damaged wrappings, coating and packaging shall be repaired or replaced as directed by the Engineer.

4. Equipment susceptible to damage by the elements shall be placed in acceptable weatherproof storage enclosures until required for installation. The CONTRACTOR shall store all electrical equipment, motors, control panels, electrical cabinets, controllers, oil reservoirs, hydraulic power units, and wire rope in temperature and humidity controlled storage buildings.

5. Small and loose parts which could be lost, stolen, damaged or misused shall be stored indoors. Materials and equipment stored outdoors shall be stored off the ground on platforms or shoring.

6. Items that can be degraded by ultraviolet light from the sun shall be stored in opaque sealed containers or indoors. Improperly stored materials that are

degraded by exposure to ultraviolet light shall be replaced at the CONTRACTOR'S expense as directed by the Engineer.

E. AFE lost or damaged (including damage resulting from exposure to the elements) after delivery to the CONTRACTOR, shall be replaced or repaired by the CONTRACTOR in a manner subject to the approval of the Engineer.

F. The CONTRACTOR shall be charged for AFE that is not used in the Work and is not returned to the AGENCY.

<< End of Section >>

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SECTION 01 77 00

CONTRACT CLOSEOUT PROCEDURES

PART 1 -- GENERAL

1.1 GENERAL

A. This Section describes the Project closeout requirements and procedures.

B. Refer to **Document 00 52 00, "Agreement", Exhibit B, "Contract Price and Payment Provisions"**, for final payment application requirements.

1.2 SUBMITTALS

A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the AGENCY:

1. One complete set of full-size marked-up as-built drawings.
2. "Release of Liens" from all Subcontractors, materialmen, fabricators, suppliers, and labor suppliers.
3. Final "As-Constructed" project CPM Update Project Schedule showing actual start and finish dates.
4. All remaining original field survey notes and drawings.
5. All unused AGENCY-Furnished Equipment and materials
6. All keys to permanent gates and locks.
7. All remaining Operation and Maintenance manuals.
8. Maintenance stock items, spare parts, and special tools.
9. Certification indicating the Project is complete and in accordance with the Drawings and Specifications.
10. All manufacturers' guarantees and warrantees.
11. All mill certifications and test data
12. Final completed punch list.
13. Final Project pay estimate.

PART 2 -- PRODUCTS

(NOT USED)

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PART 3 -- EXECUTION

3.1 CLOSEOUT SCHEDULE AND PROCEDURES

A. Requirements Preparatory to Final Inspection:

1. The CONTRACTOR shall request the Engineer to perform a preliminary inspection for the purpose of determining the state of completion of the Project. The CONTRACTOR shall notify the Engineer at least seven (7) Days in advance of the time the CONTRACTOR would like the inspection to be performed. Prior to the Engineering performing such inspection, the CONTRACTOR shall provide the Engineer with the CONTRACTOR'S punch list, listing the CONTRACTOR'S observed contract deficiencies. If the punch list prepared by the CONTRACOTR is adequate in the opinion of the Engineer and does not contain an excessive number of items or items of uncompleted Work, the Engineer will perform pre-final inspection and prepare a final punch list of work to be performed, corrected, or completed before the Project will be accepted. All work on the final punch list shall be completed by the CONTRACTOR prior to final inspection.

2. All temporary facilities shall be removed from the Site, except as may be required for the performance of work expected to appear on the punch list.

3. The site and all applicable appurtenances and improvements shall be completely cleaned to the satisfaction of the Engineer.

B. After all requirements preparatory to the final inspection have been completed as specified in this Section, the CONTRACTOR shall request the Engineer to perform the final inspection. Notice shall be given at least seven (7) Days in advance of the time the final inspection is to be performed.

3.2 CLEANUP

A. The area within the limits of the Project and all ground occupied by the CONTRACTOR in connection with the Work shall be left in a neat and presentable condition. The CONTRACTOR shall remove all rubbish, surplus materials, discarded materials, falsework, temporary structures, equipment, and debris.

B. The CONTRACTOR shall not remove warning, regulatory, and guide signs without the approval of the Engineer.

C. The CONTRACTOR shall clean out all open culverts, ditches, drains, inlets, catch basins, manholes, and valve chambers, within the limits of the Project, or dirt and debris of any kind which is the result of the CONTRACTOR'S operations including storm water runoff.

3.3 FINAL CLEANUP

A. The CONTRACTOR shall properly remove from AGENCY'S Project Site all rubbish, unused materials, equipment, and temporary structures and facilities used during the performance of this Work to offsite disposal areas. Final acceptance of the Work by AGENCY will be

withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the Site.

<< End of Section >>

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EXHIBIT D – DRAWINGS

List of Drawings

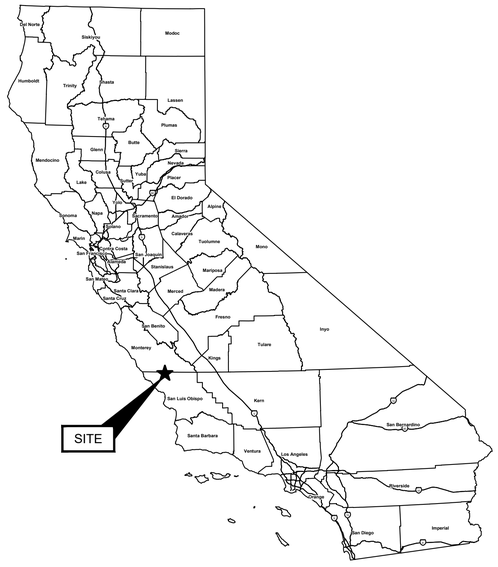
(Note: The Drawings for a large Contract Document package will be published as a separate document)

Drawing Number	Drawing Title
01	COVER PAGE
02	GENERAL NOTES AND SPECIFICATIONS
03	OVERALL SITE PLAN
04	SITE 1 PLAN AND PROFILE
05	SITE 2 PLAN AND PROFILE
06	SITE 3 PLAN AND PROFILE
07	DETAILS AND TYPICAL SECTIONS

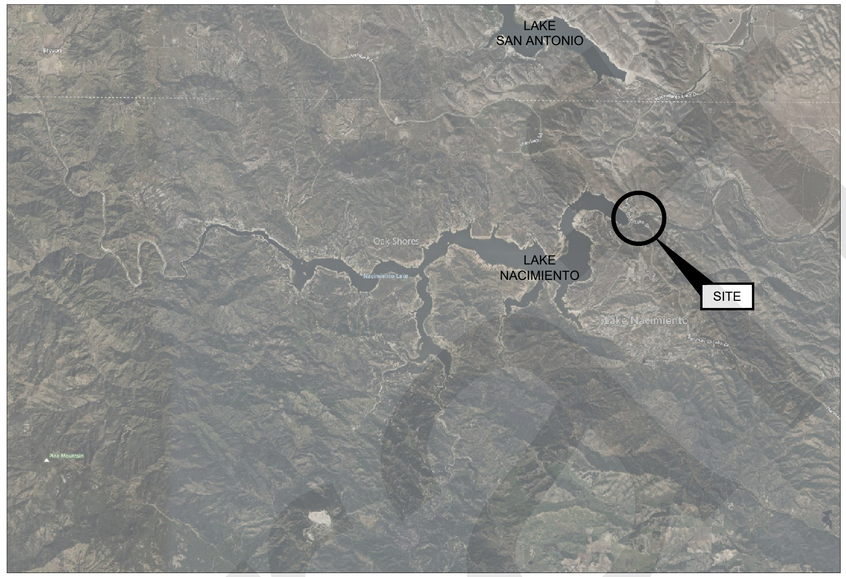
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NACIMIENTO DAM - SOUTH ACCESS ROAD REPAIRS

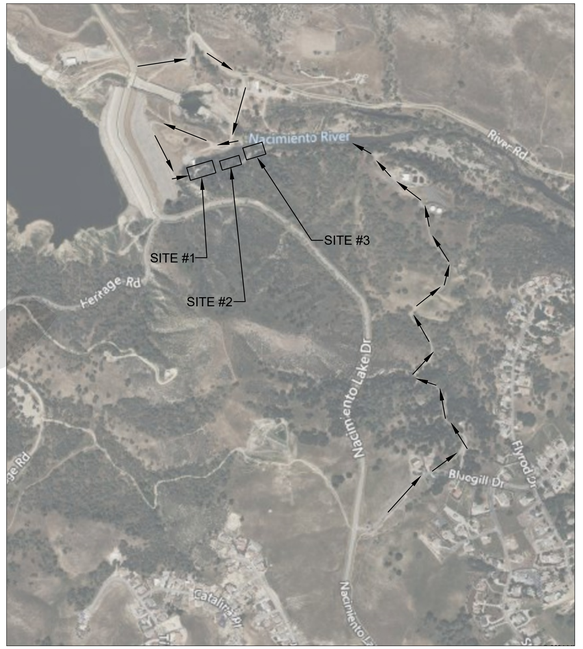
PASO ROBLES, CALIFORNIA



STATE MAP
(NOT TO SCALE)



SITE LOCATION MAP
(NOT TO SCALE)



VICINITY MAP
(NOT TO SCALE)

PREPARED FOR:

MONTEREY COUNTY WATER
RESOURCES AGENCY
1441 SCHILLING PL, FLOOR 1
SALINAS, CA 93901
(831)-755-4860

PREPARED BY:

GEI CONSULTANTS, INC.
180 GRAND AVE. SUITE 950
OAKLAND, CA 94612
(510)350-2900

GEI Consultants

SHEET INDEX

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05	SITE #2 PLAN AND PROFILE
06	SITE #3 PLAN AND PROFILE
07	DETAILS AND TYPICAL SECTIONS

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

REGISTERED PROFESSIONAL ENGINEER
LEONARD J. SANSONE
No. C59653
Exp. _____
CIVIL
STATE OF CALIFORNIA
Exp. 12-31-27

Designed:	S. MEYERS
Drawn:	C. VELASQUEZ
Checked:	L. SANSONE
Approved:	L. SANSONE
P.E. No:	C 59653
GEI Project	2300301

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MONTEREY COUNTY
WATER RESOURCES
AGENCY

SALINAS, CALIFORNIA

NACIMIENTO DAM
SOUTH ACCESS ROAD
REPAIRS

PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
0	5/15/2026	ISSUED FOR BID	LS

SHEET NAME: **COVER PAGE**

SHEET NO.: 01

Draft

VELASQUEZ, CDLE b:\Working\monterey county water\2300301 mcwra fy22_23 nacimiento storm damage\00_CAD\Design\Sheets\01 COVER PAGE.dwg - 5/14/2026

GENERAL NOTES:

1. THE USER OF THESE DRAWINGS ACKNOWLEDGES AND AGREES THAT THE ORIGINAL STAMPED RECORD SET OF CONSTRUCTION DOCUMENTS, AND NOT ANY ELECTRONIC VERSION THEREOF, IS THE CONTROLLING DESIGN DOCUMENT.
2. TOPOGRAPHIC SURVEYS OF REPAIR AREAS IDENTIFIED AS "MCMILLAN SURVEY BOUNDARY" ON DRAWINGS ESTABLISHED FROM A SURVEY BY MCMILLAN LAND SURVEYS IN MARCH 2024. SURROUNDING TOPOGRAPHIC DATA SOURCED FROM DRONE SURVEY CONDUCTED IN 2023.
3. CONTRACTOR SHALL RETAIN A CALIFORNIA_LICENSED SURVEYOR TO VERIFY PRE_CONSTRUCTION TOPOGRAPHY AND PREPARE POST_CONSTRUCTION AS_BUILT SURVEYS FOR SITES 1, 2, AND 3. SURVEY LIMITS SHALL EXTEND A MINIMUM OF 10 FEET BEYOND THE MCMILLAN SURVEY BOUNDARIES. ALL SURVEY DATA SHALL BE SUBMITTED TO AND ACCEPTED BY THE ENGINEER.
4. CONTRACTOR SHALL VERIFY ALL LINES, GRADES, UTILITIES, AND FIELD CONDITIONS PRIOR TO CONSTRUCTION. SURVEY CONTROL IS AS FOLLOWS:
   4.A. VERTICAL DATUM: NAVD88
   4.B. HORIZONTAL DATUM: NAD83
5. NOTIFY UNDERGROUND SERVICE ALERT (USA) AT LEAST 72 HOURS BEFORE PERFORMING ANY DRILLING OR EXCAVATION.
6. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION AND EXISTENCE OF ALL OVERHEAD AND UNDERGROUND UTILITIES AND FOR TAKING THE NECESSARY PRECAUTIONS IN THE EXECUTION OF THE WORK TO AVOID DAMAGING SAID UTILITIES.
7. ALL WORKING DIMENSIONS SHALL BE TAKEN FROM THE NOTED DIMENSIONS OR BY ACTUAL MEASUREMENTS AT THE WORK SITE. IN NO CASE SHALL THE DIMENSIONS BE DETERMINED BY SCALING FROM THE PLANS.
8. CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SAFETY, EXCAVATION SUPPORT, AND COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING CAL/OSHA.
9. CONTRACTOR WORK HOURS SHALL BE BETWEEN 7 AM AND 5 PM MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY OWNER.
10. PROTECT NATIVE VEGETATION AND MINIMIZE DISTURBANCE OF NATIVE GROUND BEYOND THE LIMITS OF WORK.
11. LOOSE EXCAVATED MATERIAL SHALL NOT BE PLACED OR STORED IN WATERWAYS OR STORM DRAIN CHANNELS. ALL EXCESS EXCAVATED SOIL AND MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A PROPER AND LEGAL MANNER BY THE CONTRACTOR. ALL DISTURBED SURFACE AREAS SHALL BE SHAPED TO FACILITATE DRAINAGE AND AVOID PONDING.
12. WALL ALIGNMENTS SHALL BE FIELD FITTED BY CONTRACTOR AND APPROVED BY ENGINEER. CONTRACTOR SHALL COORDINATE WITH ENGINEER TO ESTABLISH WALL ALIGNMENTS PRIOR TO STARTING WALL CONSTRUCTION. SEE INSPECTION HOLD POINT REQUIREMENTS.
13. ALL REFERENCES TO GOVERNING CODES, STANDARDS AND SPECIFICATIONS SUCH AS CALTRANS, ASTM, AASHTO, CBC, AISC, ETC. SHALL BE THE LATEST EDITION AT THE TIME OF BIDDING.
14. CONTRACTOR SHALL PROVIDE RED-LINE MARKED-UP AS-BUILT DRAWINGS AT CLOSEOUT SHOWING AS-BUILT CONDITIONS, INCLUDING SOIL NAIL WALL STATIONING AND ELEVATIONS, EARTHWORK STATIONING AND ELEVATIONS, AND ANY AS-BUILT CHANGES IN DIMENSIONS OR DETAILS SHOWN ON THE DRAWINGS. FINAL PAYMENT SHALL NOT BE MADE UNTIL ALL AS-BUILT DRAWINGS HAVE BEEN SUBMITTED AND APPROVED BY THE ENGINEER.

EARTHWORK NOTES:

1. GRADED AREAS SHALL BE GRUBBED AND CLEARED OF ORGANICS AND TOPSOIL. ORGANICS AND TOPSOIL CAN BE STOCKPILED AND PLACED OUTSIDE ACCESS ROADS, AS APPROVED BY ENGINEER.
2. CUT AND FILL VOLUMES SHALL BE BALANCED ON SITE TO THE EXTENT PRACTICABLE.
3. FILL MATERIAL SHALL CONSIST OF ONSITE GENERATED MATERIAL AND SHALL BE FREE OF ORGANICS, DEBRIS LARGER THAN 3", AND OTHER DELETERIOUS MATERIAL. FILL MATERIAL SHALL HAVE A LIQUID LIMIT LESS THAN 40 AND PLASTIC INDEX LESS THAN 20.
4. FINAL SURFACES SHALL BE PROOF ROLLED WITH A FULLY LOADED WATER TRUCK OR OTHER APPROVED VEHICLE. FINAL SURFACES SHALL BE FIRM AND UNYIELDING.
5. RELATIVE COMPACTION (R.C.) SHALL BE DETERMINED BASED ON THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D1557. R.C. SHALL BE A MINIMUM OF 93%. MOISTURE CONTENT SHALL BE WITHIN ±2% OF OPTIMUM. R.C. AND MOISTURE CONTENT SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D6938.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS SAMPLING AND TESTING AND SHALL EMPLOY AN INDEPENDENT MATERIALS TESTING LABORATORY TO BE APPROVED BY THE ENGINEER PRIOR TO BEGINNING THE WORK. TEST RESULTS SHALL BE PROVIDED IMMEDIATELY ON COMPLETION OF FIELD TESTING AND WITHIN 24 HOURS OF COMPLETION OF LABORATORY TESTING.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, AND INSPECTION OF ALL STORMWATER POLLUTION PREVENTION BMPS AND EROSION CONTROL DEVICES.
2. ALL EROSION CONTROL MEASURES SHALL COMPLY WITH CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL.
3. CONTRACTOR SHALL COVER ALL DISTURBED AREAS WITH EROSION CONTROL MATS & HYDROSEED.
4. SEED BLEND SHALL CONSIST OF NATIVE GRASSES AND SHALL BE APPROVED BY ENGINEER.
5. ALL EROSION CONTROL MATERIALS, NETTING, STITCHING, AND ANCHORS SHALL BE FULLY BIODEGRADABLE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. SILT FENCES SHALL BE REMOVED AND PROPERLY DISPOSED OF BY CONTRACTOR FOLLOWING COMPLETION AND ACCEPTANCE OF WORK.

MATERIALS:

SOIL FILL:	ON-SITE MATERIALS THAT DO NOT CLASSIFY AS OL, OH, CH BASED ON UNIFIED SOIL CLASSIFICATION SYSTEM
STRUCTURAL FILL:	CALTRANS CLASS II AGGREGATE BASE OR APPROVED EQUIVALENT.
PERMEABLE FILL	CAL TRANS CLASS 1B PERMEABLE MATERIAL OR APPROVED EQUIVALENT
WALL PANELS / FACING MATS	COLD DRAWN STEEL WIRE AND WELDED INTO THE FINISHED MESH FABRIC CONFORMING TO MINIMUM REQUIREMENTS OF ASTM 1-1064 (AASHTO M-32 & M-55)
SOIL NAILS	STEEL MECHANICAL SOIL REINFORCEMENT ELEMENTS CONSISTING OF PIPE, TUBE, OR OTHER STRUCTURAL STEEL SECTIONS SUITABLE FOR DRIVEN OR ROTATED INSTALLATION. REINFORCEMENT ELEMENTS SHALL BE MANUFACTURED FROM STEEL MATERIALS CONFORMING TO ASTM A53 GRADE B STEEL PIPE, ASTM A500 GRADE B STRUCTURAL TUBING, OR OTHER APPLICABLE ASTM STANDARDS PROVIDING EQUIVALENT STRENGTH AND DURABILITY AS PART OF A PRE_ENGINEERED WALL SYSTEM.
FILTER FABRIC	MIRAFI 150N OR APPROVED EQUIVALENT
EROSION CONTROL MATS	NORTH AMERICAN GREEN SC-150BN OR APPROVED EQUIVALENT
CORRUGATED METAL PIPE	CONFORM WITH CALTRANS SPECIFICATIONS AND AASHTO M 36
CMP DOWNDRAIN ANCHOR	CONFORM WITH CALTRANS SPECIFICATIONS. ALL COMPONENTS INCLUDING DRIVEN PIPE ANCHORS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 AND A153.
CONCRETED-ROCK SLOPE	CALTRANS CLASS 1 CONCRETED-ROCK PER CALTRANS STANDARD SPECIFICATIONS SECTION 72-3

SOIL NAIL NOTES:

1. RETAINING WALLS SHALL CONSIST OF AN ENGINEERED SOIL NAIL WALL SYSTEM SUPPLIED AS A COORDINATED SYSTEM BY A QUALIFIED MANUFACTURER OR SPECIALTY CONTRACTOR, INCLUDING FACING, REINFORCEMENT ELEMENTS, DRAIANGE AND CORROSION PROTECTION COMPONENTS COMPATIBLE WITH THE DESIGN SHOWN.
2. MECHANICAL SOIL REINFORCEMENT SHALL CONSIST OF DRIVEN OR ROTATED STEEL ELEMENTS CAPABLE OF DEVELOPING THE REQUIRED DESIGN TENSILE AND SHEAR RESISTANCE WITHOUT RELIANCE ON DRILLED AND PRESSURE-GROUTED INSTALLATION METHODS.
3. INSTALLATION SHALL PERMIT TOP-DOWN CONSTRUCTION WHERE REQUIRED BY SITE CONSTRAINTS AND SHALL ACCOMMODATE A TEMPORARY CONSTRUCTION SURCHARGE OF 250 PSF UNLESS NOTED OTHERWISE ON THE PLANS.
4. WALL SYSTEM COMPONENTS SHALL BE DEMONSTRATED TO BE COMPATIBLE AND DESIGNED TO FUNCTION AS AN INTEGRATED ASSEMBLY.
5. ALTERNATE WALL SYSTEMS MUST DEMONSTRATE EQUIVALENCY IN LOAD TRANSFER MECHANISM, CORROSION RESISTANCE, CONSTRUCTABILITY, INSTALLATION METHODOLOGY, AND LONG-TERM PERFORMANCE. ALTERNATE SYSTEMS SHALL DEMONSTRATE EQUIVALENT STRUCTURAL BEHAVIOR, CONSTRUCTABILITY, DURABILITY AND LONG TERM PERFORMANCE.
6. ALL METALLIC COMPONENTS SHALL BE GALVANIZED OR OTHERWISE CORROSION-PROTECTED TO MEET THE REQUIRED DESIGN LIFE PER PROJECT CRITERIA.
7. WALL FACING, PILASTERS, CAM LOCKS, BOLTS, AND OTHER APPURTENANCES SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE ASTM STANDARDS.
8. SOIL NAIL DESIGN LOAD
   DESIGN LOAD (DL) = 5 KIPS
9. DURING COMPACTION, THE CONTRACTOR SHALL USE APPROPRIATE METHODS (SUCH AS TEMPORARY BRACING AND/OR LIGHT COMPACTION EQUIPMENT) TO AVOID OVER-STRESSING THE WALLS, WALLS SHALL BE COMPLETELY BACKFILLED PRIOR TO CONSTRUCTION IN FRONT OF OR ABOVE THE RETAINING WALL.
10. SOIL NAILS SHALL BE LOAD TESTED TO VERIFY THAT THEY WILL RESIST THE DESIGN LOAD. PERFORM PROOF TESTING ON A MINIMUM OF 5% OF PRODUCTION NAILS IN EACH ROW OR A MINIMUM OF 1 PER ROW, AS DESIGNATED BY THE ENGINEER. LOAD TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE 2022 CBC AND THE POST TENSIONING INSTITUTE (PTI DC35.1-14) AND AT THE FOLLOWING INTERVALS:

    PROOF LOAD TESTING SCHEDULE (RATIO OF DESIGN LOAD, DL)
    AL (0.05 DL), 0.25 DL, 0.5 DL, 1.00 DL, 1.33 DL (CTL)

CULVERT NOTES:

1. CONTRACTOR SHALL CLEAN AND VIDEO INSPECT EXISTING CULVERT. CONTRACTOR SHALL SUBMIT VIDEO FOOTAGE TO OWNER AND ENGINEER FOR REVIEW.
2. CONTRACTOR SHALL CONFIRM STANDARD BENDS OR FABRICATE BENDS IN THE FIELD.

GENERAL REQUIREMENTS:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH FABRICATION AND CONSTRUCTION.
2. PROPOSED CHANGES, SUBSTITUTIONS, OR OMISSIONS, MADE BY THE GENERAL CONTRACTOR OR THEIR SUBCONTRACTORS, TO THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. THE SUBMISSION SHALL HIGHLIGHT AND NOTE THE PROPOSED CHANGE, SUBSTITUTION, OR OMISSION. PROPOSED CHANGES, SUBSTITUTIONS, OR OMISSION TO THE CONTRACT DOCUMENTS WHICH DO NO FOLLOW THIS APPROVAL PROCEDURE SHALL BE CONSIDERED AS NOT APPROVED.
3. IF THE CONTRACTOR DOES NOT FOLLOW THE SUGGESTED CONSTRUCTION SEQUENCE, HE MUST SUBMIT HIS PROPOSED ALTERNATE SEQUENCE TO THE ENGINEER FOR REVIEW AND APPROVAL.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY DURING WORK.
5. MAINTAIN ALL CONSTRUCTION SURCHARGES AT LEAST 3 FEET FROM THE FACE OF SOIL NAIL WALL
6. PROVIDE SAFE ACCESS TO THE WORK AREA FOR THE ENGINEER TO OBSERVE THE WORK.
7. THE FOLLOWING GEOTECHNICAL DATA REPORTS ARE AVAILABLE FOR REVIEW:
   A. GEI, 2019. GEOLOGIC EVALUATION OF SLOPES ABOVE NACIMIENTO POWERHOUSE. DRAFT REPORT.
   B. GEI, 2024. GEOLOGIC EVALUATION OF SLOPES ABOVE NACIMIENTO POWERHOUSE. REPORT IN PROGRESS.
   C. RUST ENVIRONMENT & INFRASTRUCTURE (1995a). INVESTIGATION OF SLOPE FAILURES DUE TO DEBRIS SLIDES ABOVE THE NACIMIENTO DAM POWERHOUSE, PREPARED FOR MONTEREY COUNTY WATER RESOURCES AGENCY, SEPTEMBER 1995.
   D. RUST ENVIRONMENT & INFRASTRUCTURE (1995b). INVESTIGATION OF NACIMIENTO DRIVE SLOPE FEATURE, PREPARED FOR MONTEREY COUNTY WATER RESOURCES AGENCY, SEPTEMBER 1995.

DESIGN REQUIREMENTS:

BASIS OF DESIGN:

THE DESIGN IS BASED ON A PRE-ENGINEERED MECHANICAL SOIL NAIL WALL SYSTEM WITH DRIVEN REINFORCEMENT AND WELDED WIRE MESH FACING SIMILAR IN PERFORMANCE, CONSTRUCTIBILITY, AND DETAILING TO COMMERCIALLY AVAILABLE SYSTEMS COMMONLY USED FOR TOP-DOWN CONSTRUCTION AND RAPID WALL INSTALLATION.

1. DESIGN STANDARDS:
   1.1. 2022 CALIFORNIA BUILDING CODE
   1.2. AISC 360 SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS
2. SURCHARGE USED IN DESIGN
   2.1. PERMANENT SOIL NAIL WALL IS DESIGNED FOR A TEMPORARY 250 PSF SURCHARGE, SET BACK 1-FEET FROM THE FACE OF THE WALL, DURING CONSTRUCTION.

SUGGESTED CONSTRUCTION SEQUENCE:

1. GENERAL
   1.1. SURVEY SITE AND SUBMIT SURVEY DATA FOR ENGINEER REVIEW AND ACCEPTANCE.
   1.2. VERIFY LINES AND GRADES AND EXISTING FIELD CONDITIONS.
   1.3. INSTALL INITIAL WQCP BMPS AND EROSION CONTROL MEASURES.
2. SITE #1
   2.1. REMOVE SHRUBS AND DEBRIS IN CONFLICT WITH WALL ALIGNMENT FROM SITE.
   2.2. PLACE EROSION CONTROL MEASURES.
   2.3. EXCAVATE CONSTRUCTION BENCH FOR NEW WALL.
   2.4. INSTALL SOIL NAILS.
   2.5. INSTALL FACING.
   2.6. PLACE FILTER FABRIC AND BACKFILL PERMEABLE FILL.
   2.7. PLACE COMPACTED FILL OR CONCRETED-ROCK SLOPE PROTECTION IN FRONT OF WALL.
   2.8. PLACE COMPACTED CLASS II AB.
3. SITE #2
   3.1. REMOVE SHRUBS AND DEBRIS IN CONFLICT WITH WALL ALIGNMENT FROM SITE.
   3.2. PLACE EROSION CONTROL MEASURES.
   3.3. EXCAVATE CONSTRUCTION BENCH FOR NEW WALL.
   3.4. INSTALL SOIL NAILS.
   3.5. INSTALL/REPAIR/ACCOMMODATE CULVERT.
   3.6. INSTALL FACING.
   3.7. PLACE FILTER FABRIC AND BACKFILL PERMEABLE FILL.
   3.8. PLACE COMPACTED FILL OR CONCRETED-ROCK SLOPE PROTECTION IN FRONT OF WALL.
   3.9. PLACE COMPACTED CLASS II AB.
4. SITE #3
   4.1. REMOVE SHRUBS AND DEBRIS FROM SITE.
   4.2. PLACE EROSION CONTROL MEASURES.
   4.3. BLADE ACCESS ROAD TO REMOVE DRAINAGE RAVINES.
   4.4. REGRADE SLOPE TO REMOVE DRAINAGE RAVINES.
   4.5. SCARIFY SUBGRADE OF ACCESS ROAD AND RECOMPACT.
   4.6. REBUILD ACCESS ROAD WITH EXCAVATED MATERIAL FROM SLOPE BLADING.
5. PROJECT CLOSEOUT
   5.1. PERFORM FINAL SITE CLEANUP AND RESTORATION.
   5.2. REMOVE TEMPORARY EROSION CONTROL MEASURES AND ESTABLISH AND PLACE POST-CONSTRUCTION EROSION CONTROL MEASURES.
   5.3. DEMOBILIZE ALL EQUIPMENT AND MATERIALS FROM SITE.

CONTRACTOR SUBMITTALS:

1. SUBMIT THE FOLLOWING WITHIN 3 DAYS OF RECEIPT OF THE NOTICE TO PROCEED:
   1.1. CONTRACTOR FIRM'S QUALIFICATIONS DEMONSTRATING AT LEAST FIVE YEARS OF EXPERIENCE IN THE INSTALLATION OF SOIL NAIL WALLS (PREFERABLY WITH UNGROUTED SOIL NAILS AND WIRE-MESH FACING). FIELD SUPERVISOR(S) FOR THIS PROJECT MUST HAVE AT LEAST FIVE YEARS OF EXPERIENCE IN INSTALLATION OF SOIL OR SOIL NAILS. SUBMIT FOR REVIEW DOCUMENTATION OF EXPERIENCE, INCLUDING A LIST OF PREVIOUS PROJECTS, REFERENCES, AND RESUMES OF KEY PERSONNEL.
2. SUBMIT THE FOLLOWING AT LEAST 2 WEEKS BEFORE COMMENCEMENT OF WORK:
   2.1. WORK PLAN THAT IDENTIFIES TRAFFIC CONTROL, STAGING AREAS FOR MATERIALS AND EQUIPMENT, WORK PLAN FOR SITE #1, #2, AND #3 INCLUDING EXCAVATION, SOIL NAIL WALL INSTALLATION, PLACEMENT OF FILL, MATERIALS TO BE USED IN THE WORK, AND PROTECTION OF WORK SITE.
   2.2. PROPOSED EQUIPMENT AND METHODS FOR CONSTRUCTING THE WALLS INCLUDING: SOIL NAIL INSTALLATION, PRE-DRILLING, PROOF TESTING, INSTALLATION OF FACING, DRAINAGE, BACKFILLING AND COMPACTION.
   2.3. SOIL NAIL AND FACING COMPONENT SHOP DRAWINGS.
   2.4. MANUFACTURER DATA AND INSTALLATION INSTRUCTIONS FOR MATERIALS IDENTIFIED UNDER MATERIALS HEADING, THIS SHEET.
   2.5. WATER QUALITY CONTROL PLAN SHOWING LOCATION AND PROVIDING DETAILS FOR BMPS AND EROSION CONTROL MEASURES TO BE UTILIZED FOR THE PROJECT.
13. SUBMIT WITHIN 2 WEEKS OF COMPLETING SOIL NAIL INSTALLATION AND TESTING:
   13.1. INSTALLATION AND TESTING RECORDS OF SOIL NAILS INCLUDING: INSTALLATION DATE, LOCATION (STATION AND ELEVATION), INCLINATION, TOTAL LENGTH, PRE-DRILL LENGTH (IF APPLICABLE), PROOF TESTING RESULTS, LOCK OFF LOAD.
   13.2. AS-BUILT DRAWINGS.

ABBREVIATIONS:

BMPs	BEST MANAGEMENT PRACTICES
Ø, DIA.	DIAMETER
ELEV.	ELEVATION
(E)	EXISTING
E.G.	EXISTING GRADE
(F)	FINISHED
F.H.	FINISHED GRADE
HORIZ.	HORIZONTAL
MAX.	MAXIMUM
MIN.	MINIMUM
(N)	NEW
N.T.S	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
R.C.	RELATIVE COMPACTION
TYP.	TYPICAL
U.O.N	UNLESS OTHERWISE NOTED
V.I.F	VERIFY IN FIELD
VERT.	VERTICAL
WQCP	WATER QUALITY CONTROL PLAN

INSPECTION HOLD POINTS:

1. CONTRACTOR SHALL PROVIDE 72 BUSINESS HOURS NOTICE AND SCHEDULE HOLD POINTS FOR ENGINEER'S INSPECTION AND OBSERVATION OF THE FOLLOWING KEY ITEMS OF WORK:

ITEM	DESCRIPTION	CBC REQUIREMENTS
SOIL NAIL WALL	WALL LAYOUT	N/A
DRIVEN DEEP FOUNDATIONS	INSTALLATION	SECTION 1705.7
DRIVEN DEEP FOUNDATIONS	PROOF TESTING	SECTION 1705.7 & 1708
SOIL	SUBGRADE INSPECTION	SECTION 1705.6
SOIL	PROOF ROLLING	SECTION 1705.6

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

REGISTERED PROFESSIONAL ENGINEER — LEONARD J. SANSONE — No. C59653 — Exp. _____ — CIVIL — STATE OF CALIFORNIA
Exp. 12-31-27

Designed:	S. MEYERS
Drawn:	C. VELASQUEZ
Checked:	L. SANSONE
Approved:	L. SANSONE
P.E. No:	C 59653
GEI Project	2300301

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MONTEREY COUNTY WATER RESOURCES AGENCY

SALINAS, CALIFORNIA

NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS

PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
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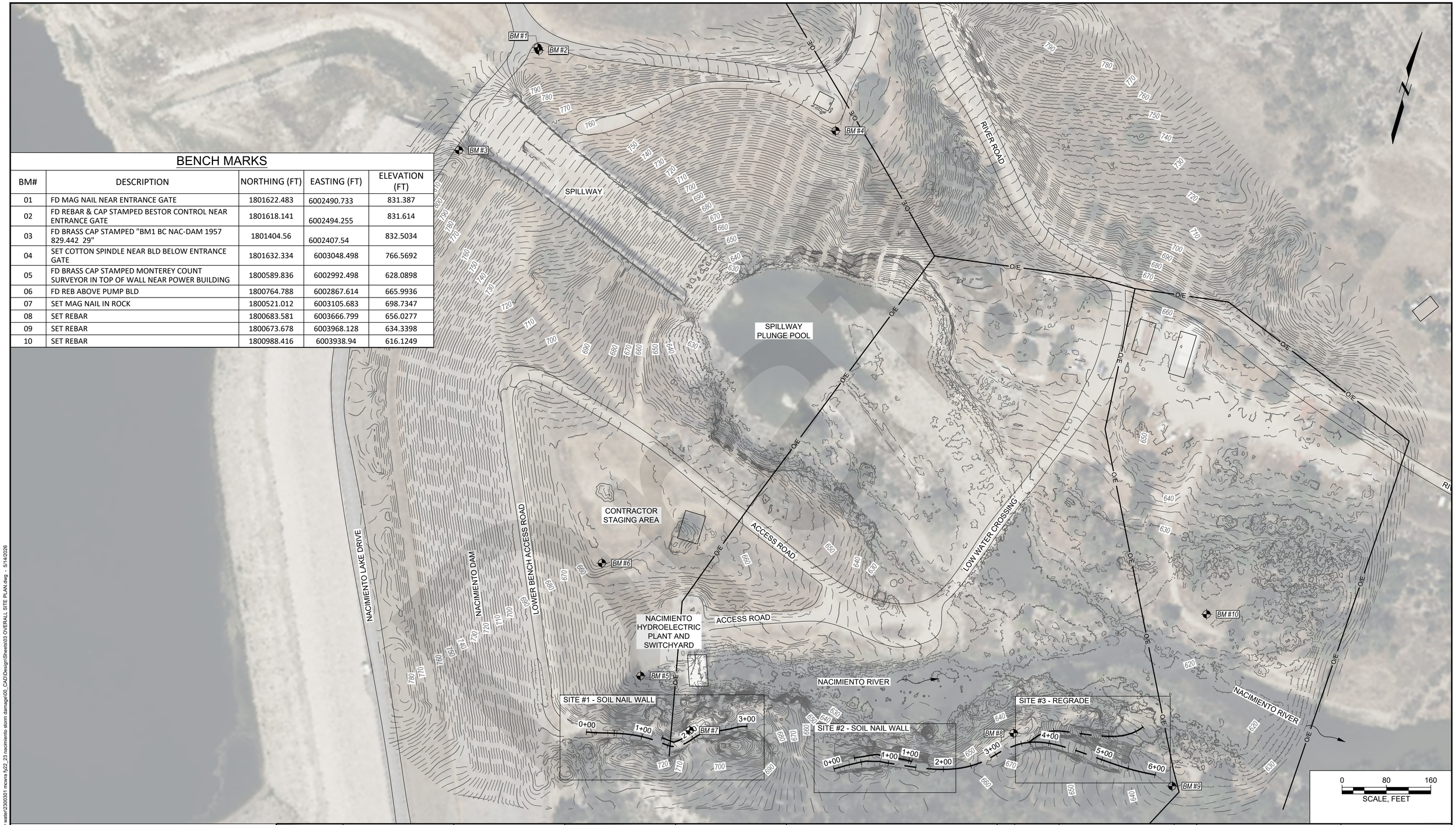
SHEET NAME: **GENERAL NOTES AND SPECIFICATIONS**

SHEET NO.: 02

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BENCH MARKS

BM#	DESCRIPTION	NORTHING (FT)	EASTING (FT)	ELEVATION (FT)
01	FD MAG NAIL NEAR ENTRANCE GATE	1801622.483	6002490.733	831.387
02	FD REBAR & CAP STAMPED BESTOR CONTROL NEAR ENTRANCE GATE	1801618.141	6002494.255	831.614
03	FD BRASS CAP STAMPED "BM1 BC NAC-DAM 1957 829.442 29"	1801404.56	6002407.54	832.5034
04	SET COTTON SPINDLE NEAR BLD BELOW ENTRANCE GATE	1801632.334	6003048.498	766.5692
05	FD BRASS CAP STAMPED MONTEREY COUNT SURVEYOR IN TOP OF WALL NEAR POWER BUILDING	1800589.836	6002992.498	628.0898
06	FD REB ABOVE PUMP BLD	1800764.788	6002867.614	665.9936
07	SET MAG NAIL IN ROCK	1800521.012	6003105.683	698.7347
08	SET REBAR	1800683.581	6003666.799	656.0277
09	SET REBAR	1800673.678	6003968.128	634.3398
10	SET REBAR	1800988.416	6003938.94	616.1249



NOTES:
1. LINEWORK FOR BUILDINGS AND ROADS IS APPROXIMATE BASED ON TOPOGRAPHY AND AERIAL IMAGERY
2. CONTOURS OUTSIDE OF MCMILLAN SURVEY BOUNDARIES AT SITE NOS. 1, 2 AND 3 ARE APPROXIMATE AND FOR REFERENCE ONLY
3. THE BASIS OF ELEVATIONS USED FOR THIS SURVEY IS A FOUND BRASS CAP IN THE TOP OF A CONCRETE ABUTMENT ON THE SOUTHEAST END OF THE LAKE NACIMIENTO SPILLWAY BRIDGE. BRASS CAP STAMPED "STATE OF CALIFORNIA, COUNTY OF MONTEREY, NAC-DAM. BM #1, 1957, 829.442 29". THAT ELEVATION BEING 832.50 FEET NAVD88.

Attention:
0 1"
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MONTEREY COUNTY WATER RESOURCES AGENCY

SALINAS, CALIFORNIA

NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS

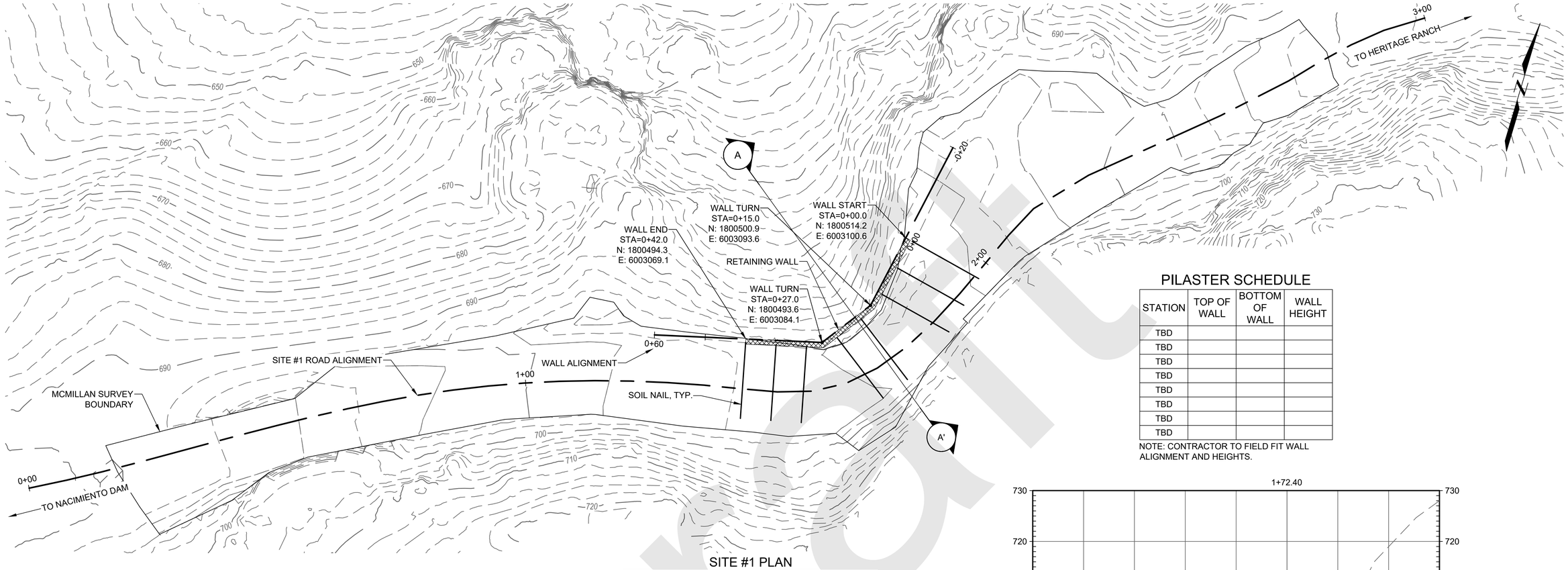
PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
0	5/15/2026	ISSUED FOR BID	LS

SHEET NAME: **OVERALL SITE PLAN**

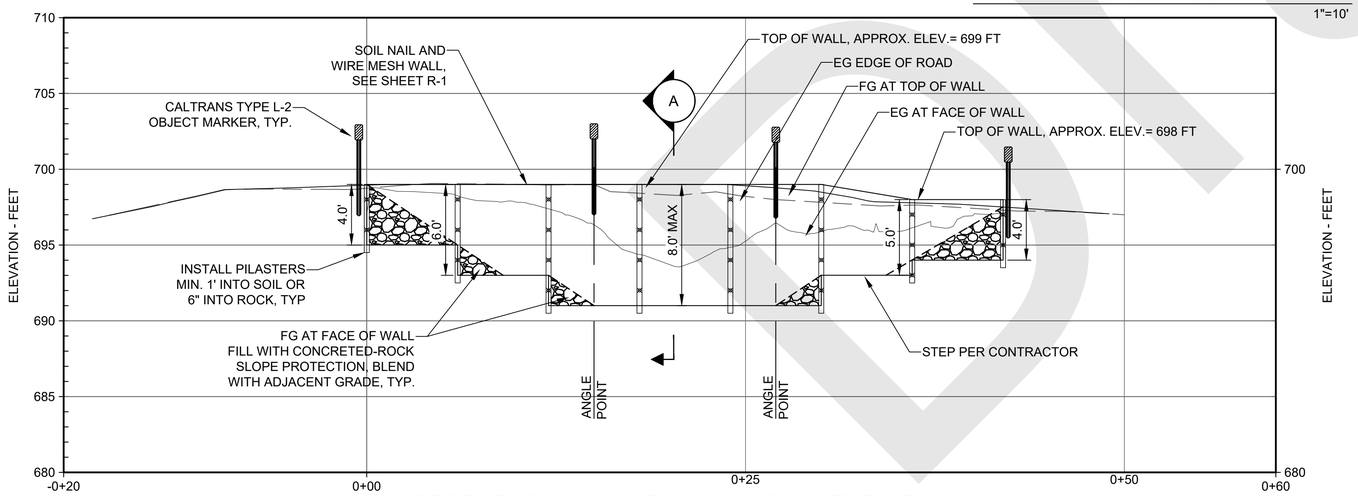
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SITE #1 PLAN

1"=10'



PROFILE OF WALL - VIEW LOOKING SOUTHEAST

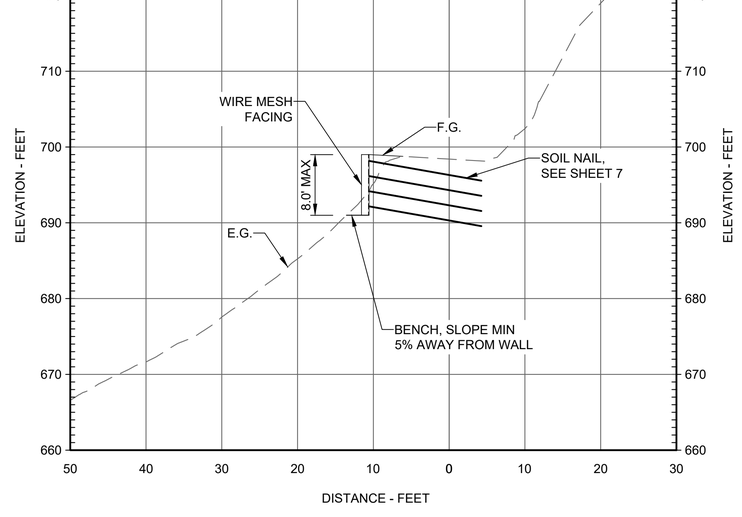
WALL ALIGNMENT

1"=5'

PILASTER SCHEDULE

STATION	TOP OF WALL	BOTTOM OF WALL	WALL HEIGHT
TBD			
TBD			
TBD			
TBD			
TBD			
TBD			
TBD			
TBD			

NOTE: CONTRACTOR TO FIELD FIT WALL ALIGNMENT AND HEIGHTS.



SECTION A-A' STA 1+72.4

ROAD ALIGNMENT

1"=10'

0 10 20
SCALE, FEET

0 5 10
SCALE, FEET

Attention:

0 1"

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MONTEREY COUNTY
WATER RESOURCES
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SHEET NAME

SITE 1 PLAN AND PROFILE

SHEET NO.

04

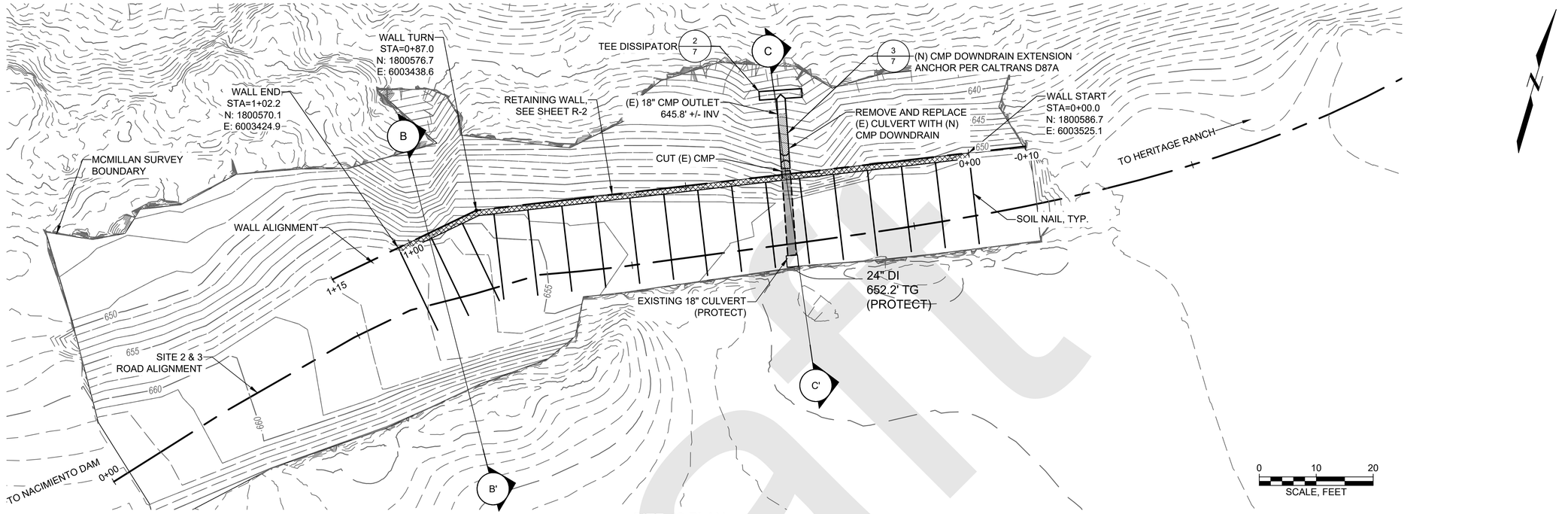
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PILASTER SCHEDULE

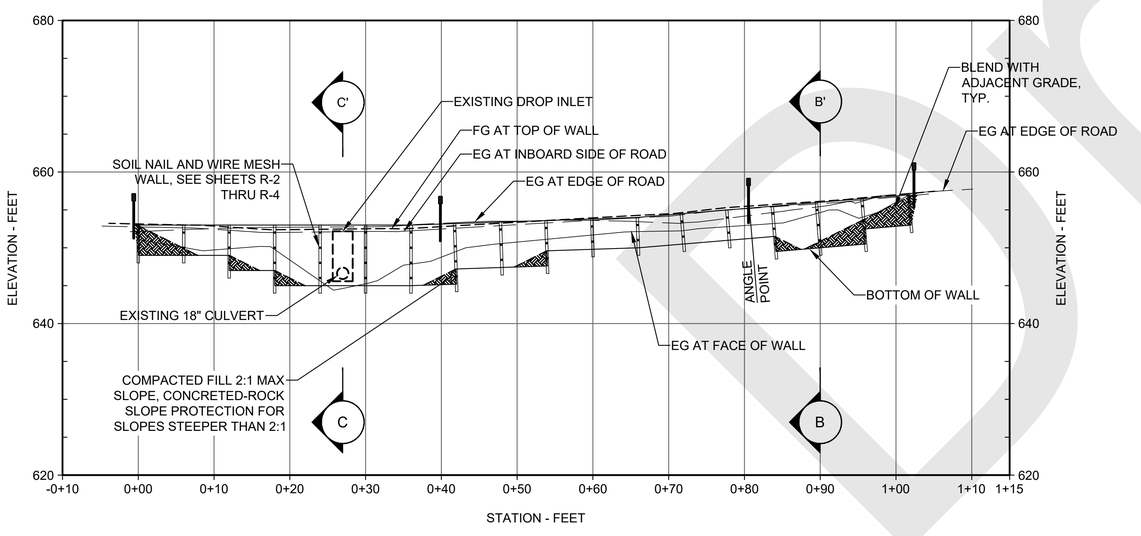
STATION	TOP OF WALL	BOTTOM OF WALL	WALL HEIGHT
0+00	653.00	649.00	4.00
0+06	653.00	649.00	4.00
0+12	653.00	647.00	6.00
0+18	653.00	645.00	8.00
0+24	653.00	645.00	8.00
0+30	653.00	645.00	8.00
0+36	653.00	645.00	8.00
0+42	653.20	645.20	8.00
0+48	653.40	647.40	6.00
0+54	653.60	647.60	6.00
0+60	653.80	649.80	4.00
0+66	654.00	650.00	4.00
0+72	654.50	650.50	4.00
0+78	655.00	651.00	4.00
0+84	655.50	649.50	6.00
0+90	656.00	650.00	6.00
0+96	656.50	650.50	6.00
1+02	657.00	653.00	4.00

NOTE: CONTRACTOR TO FIELD FIT WALL ALIGNMENT AND HEIGHTS.



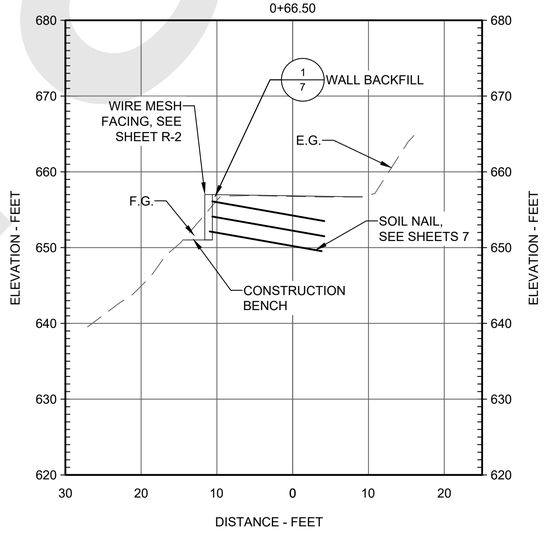
SITE #2 PLAN

1"=10'



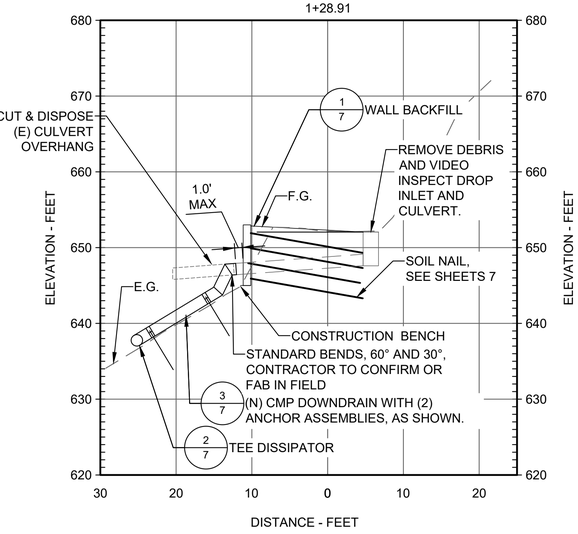
PROFILE OF WALL - VIEW LOOKING SOUTH

WALL ALIGNMENT 1"=10'



SECTION B-B' STA 0+96

WALL ALIGNMENT 1"=10'



SECTION C-C' STA 0+32

WALL ALIGNMENT 1"=10'

Attention:

0 1"

If this scale bar does not measure 1" then drawing is not original scale.

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STATE OF CALIFORNIA

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MONTEREY COUNTY WATER RESOURCES AGENCY

SALINAS, CALIFORNIA

NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS

PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
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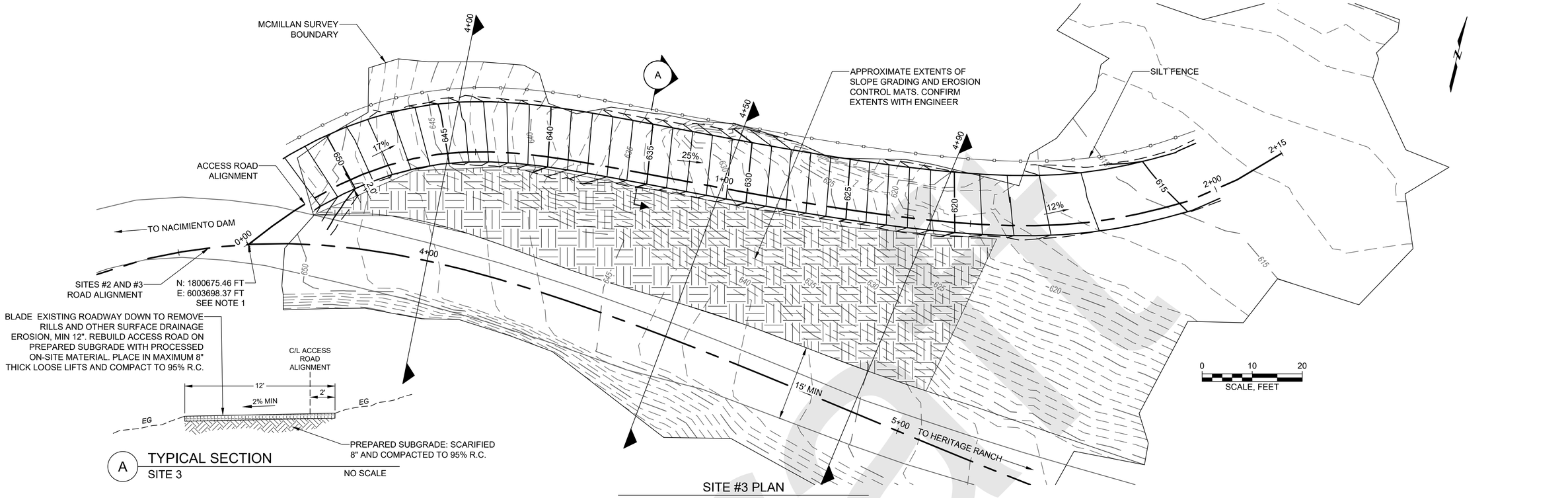
SHEET NAME

SITE 2 PLAN AND PROFILE

SHEET NO.

05

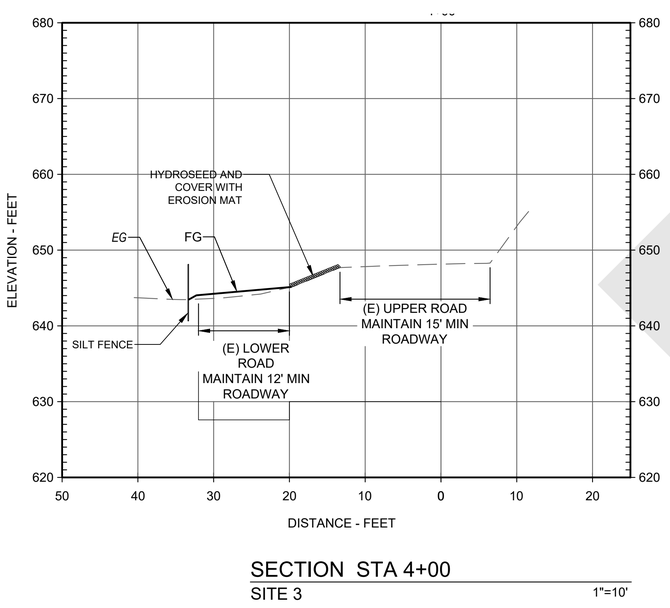
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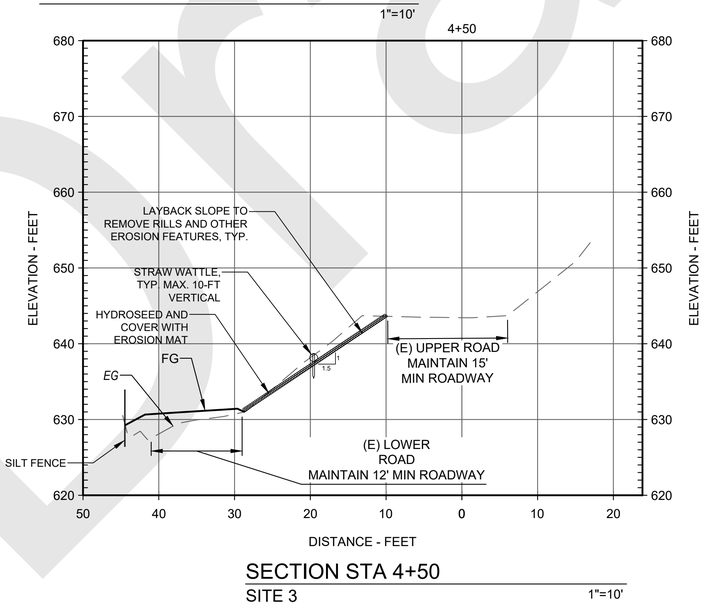
BLADE EXISTING ROADWAY DOWN TO REMOVE RILLS AND OTHER SURFACE DRAINAGE EROSION, MIN 12". REBUILD ACCESS ROAD ON PREPARED SUBGRADE WITH PROCESSED ON-SITE MATERIAL. PLACE IN MAXIMUM 8" THICK LOOSE LIFTS AND COMPACT TO 95% R.C.

A TYPICAL SECTION
SITE 3 — NO SCALE

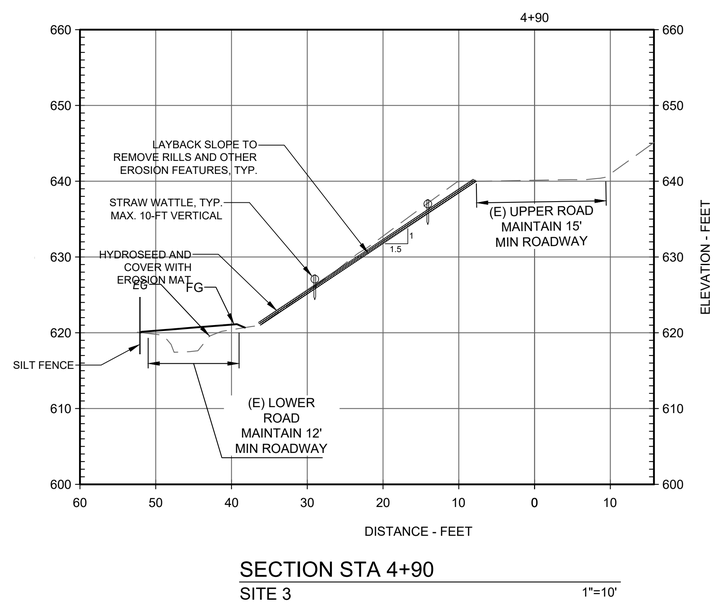
SITE #3 PLAN
1"=10'



SECTION STA 4+00
SITE 3 — 1"=10'



SECTION STA 4+50
SITE 3 — 1"=10'



SECTION STA 4+90
SITE 3 — 1"=10'

NOTE:

1. ROADWAY STATIONING IS APPROXIMATE. ACTUAL ALIGNMENT SHALL BE FIELD FIT IN COORDINATION WITH THE ENGINEER'S FIELD REPRESENTATIVE.

Attention: 0 1"

If this scale bar does not measure 1" then drawing is not original scale.

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Exp. 12-31-27

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MONTEREY COUNTY WATER RESOURCES AGENCY

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NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS

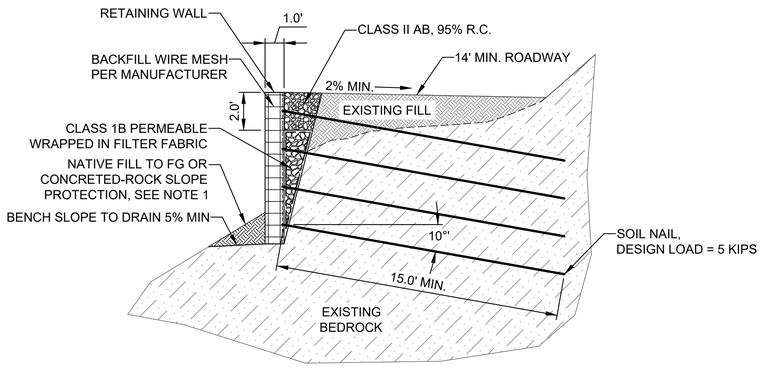
PASO ROBLES, CALIFORNIA

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SHEET NAME: **SITE 3 PLAN AND PROFILE**

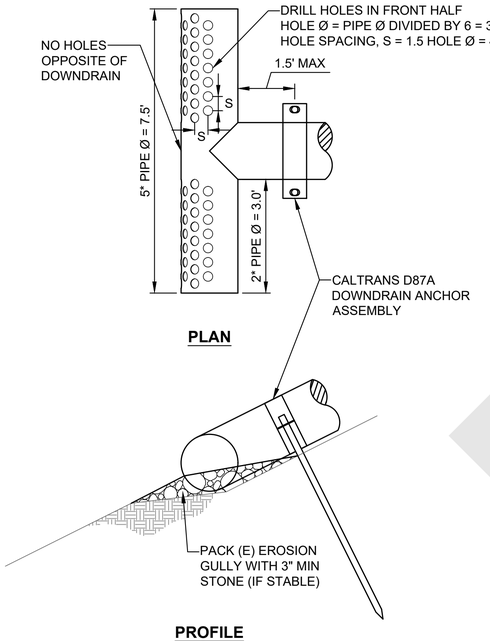
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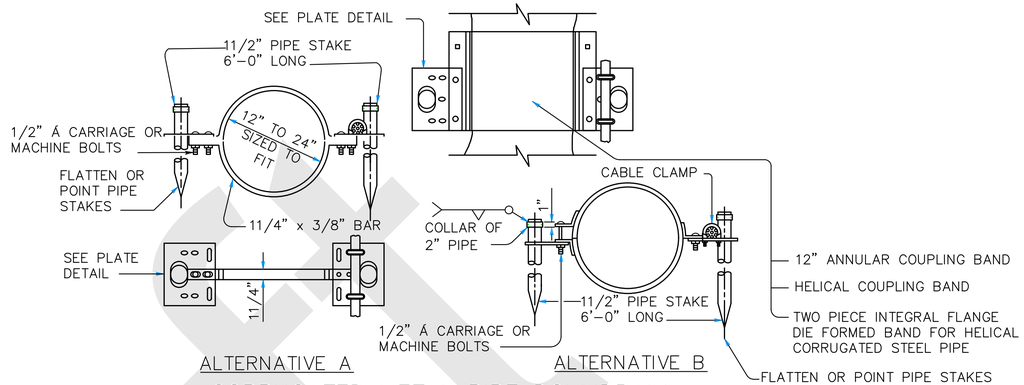


1 SECTION
TYPICAL BACKFILL SECTION
SCALE: 1"= 4'

NOTE 1: NATIVE FILL FOR SLOPES LESS THAN 2:1.
CONCRETED-ROCK SLOPE PROTECTION FOR SLOPES GREATER THAN 2:1.



2 DETAIL
TEE DISSIPATOR
SCALE: 1"= 2'



CORRUGATED METAL PIPE DOWNDRAIN ANCHOR ASSEMBLY

Cable and cable clamps to be used when required by the Special Provisions.

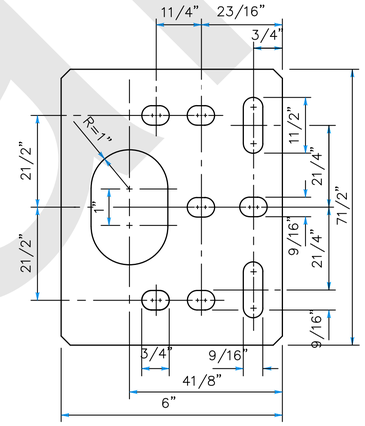


PLATE DETAIL
Material to be 1/4" plate galvanized after fabrication.

NOTES:

1. Either Alternative A or Alternative B anchor assemblies and pipe stakes may be used at Contractor's option for corrugated steel pipe or corrugated aluminum pipe. Alternative A anchor assembly only to be placed in annular corrugation. Alternative A anchor assembly may be placed on annular coupling band if securely fastened on downstream side of joint. Alternative B anchor assembly to be fastened to pipe sections and not to a band coupler used to join sections.
2. For cable anchorage system details, see Standard Plan D87C.

3 CALTRANS STANDARD DETAIL
DOWNDRAIN ANCHOR ASSEMBLY
NO SCALE

SOURCE: CALTRANS 2022 STANDARD PLANS DOWNLOADABLE DGN FILE

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Attention:
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PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
0	5/15/2026	ISSUED FOR BID	LS

SHEET NAME: **DETAILS AND TYPICAL SECTIONS**

SHEET NO.: 07

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APPENDICIES

APPENDIX A – Additional Project Documents that are Incorporated into Contract Document

A-1 GEI Geotechnical Memorandum – May 14, 2026
A-2 2024 Geologic Evaluation of Slopes Above Nacimiento Powerhouse

APPENDIX B – Reference Documents that are Not Incorporated into Contract Documents

B-1 Reserved for: Procurement Forms (Reference Only)
B-2 Reserved for: Bidder Questions and Answers
B-2 Permits (Agency-obtained) - NONE

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Geotechnical Memorandum

180 Grand Ave. ● Oakland, CA, 94612 ● 510.350.2900

Via Email:	foxworthyme1@countyofmonterey.gov
To:	Mark Foxworthy, Monterey County Water Resources Agency (MCWRA)
From:	Len Sansone, Brian Tognolini
Date:	May 14, 2026
Re:	Summary of Work performed for the Nacimiento Dam Road Stabilization Project in 2023 Nacimiento Dam Powerhouse Slope Evaluation Paso Robles, CA
Project No.	2300301

Mr. Foxworthy,

This memorandum summarizes the geotechnical exploration program and findings completed by GEI for Monterey County Water Resources Agency's (MCWRA) Nacimiento Dam Road Stabilization project in 2023. The sections below summarize the field exploration, subsurface conditions, and engineering conclusions developed for the project.

Summary of GEI Exploration Program

In May 2023, GEI completed three test pit explorations at two locations on Nacimiento Dam access road, above the Nacimiento powerhouse. The explorations were conducted to characterize subsurface conditions for the design of two Hilfiker soil nail walls along the outboard edge of the roadway. The proposed soil nail walls are intended to stabilize the outboard slope of the access road, which exhibits localized instability due to steep geometry and variable fill conditions. One proposed wall is located directly above the powerhouse, and the second is approximately 400 to 500 feet to the east, near a drainage culvert extending out from the access road. A site plan with explorations and proposed wall locations is shown in Appendix A.

Geotechnical Exploration

GEI performed three (3) test pit explorations on May 31, 2023. Two test pits were located on the access road on either side of the culvert, downstream of the dam and powerhouse (TP-1 and TP-2). One test pit was located along the access road, directly above the Nacimiento powerhouse (TP-3). Exploration locations and elevations are shown in Table 1 and Appendix A.

Test pits were excavated with a CAT 420D backhoe with a 12" bucket to depths ranging from 3.5 feet to 8.5 feet below the ground surface. Bulk samples were collected in 5-gallon buckets or bags for laboratory testing. Drive samples were driven using a hand sampler and sliding weight collected in ModCal tubes. Exploration photographs are located in Appendix B.

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Table 1. Location of Test Pit Explorations

Exploration No.	Exploration Location	Ground Surface Elevation[1] (feet)	Latitude (°)	Longitude (°)
TP-1	13 feet E of culvert grate	649.0	35.758237	-120.881653
TP-2	40 feet W of culvert grate	651.3	35.758210	-120.881363
TP-3	Upslope of powerhouse	694.0	35.757964	-120.882639

Notes:
1. Elevations reported in NAVD88 vertical datum.

Subsurface Conditions

Based on the exploration program, subsurface conditions generally consist of artificial fill of varying thickness overlying residual soils and bedrock of the Vaqueros Formation. The fill materials are relatively variable, while the underlying formation consists of dense residual soils transitioning to competent sandstone. These conditions are generally suitable for soil nail wall construction; however, variability in fill thickness and potential groundwater perch zones should be considered in design and construction.

Test pit #1 (TP-1) was located 13 feet east of the culvert in the middle of the access road. The test pit was excavated to a depth of 8.5 feet. Three (3) bulk samples and two (2) drive samples were collected. The entire test pit consisted of Silty Sand w/ Gravel (SM) artificial fill. See Appendix C for the test pit log of TP-1.

Test pit #2 (TP-2) was located 40 feet west of the culvert in the middle of the access road. The test pit was excavated to a depth of 8 feet. Two (2) bulk samples and one drive sample were collected. The test pit consisted of 2 feet of Silty Sand (SM) artificial fill overlaying 6 feet of residual Vaqueros Formation soil consisting of Poorly Graded Sand w/ Gravel and Silt (SP-SM). At 8 feet, the test pit encountered gray sandstone consistent with Vaqueros Formation intact bedrock. See Appendix C for the test pit log of TP-2.

Test pit #3 (TP-3) was located on the inboard edge of the access road, above the Nacimiento powerhouse. The test pit was excavated to a depth of 3.5 feet. One bulk sample was collected. The test pit consisted of 1 foot of Silty Sand w/ Gravel (SM) artificial fill overlaying residual Vaqueros Formation soil consisting of Silty Sand (SM). The test pit was unable to be excavated past 3.5 feet due to Vaqueros Formation intact bedrock. See Appendix C for the test pit log of TP-3.

Groundwater was not encountered in the test pits; however, groundwater conditions may fluctuate seasonally and during rainfall events. Perched groundwater may develop at the interface between the artificial fill and the Vaqueros Formation.

Geotechnical Laboratory Testing

Laboratory testing was conducted on test pit samples to further evaluate the subsurface conditions of the access road. Laboratory testing included moisture density tests, particle size distribution tests, and

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compaction tests on the fill material encountered in TP-1 and TP-2. See Appendix D for a summary of laboratory testing results.

In TP-1, the artificial fill material consists of 35 – 45% fines, 45% sands, and 10 – 20% gravels. The in-situ dry density and moisture content were 97 pcf and 17%, respectively. Compaction test results indicate the material has a maximum dry density of approximately 115 pcf, with an optimum moisture content of approximately 15%.

In TP-2, the residual soil Vaqueros Formation consists of 12% fines, 67% sands, and 21% gravels. The in-situ dry density and moisture content were 104 pcf and 14%, respectively. Compaction test results indicate the material has a maximum dry density of approximately 112 pcf and an optimum moisture content of approximately 17%.

Development of Strength Parameters

GEI developed strength parameters for the development of global stability models for the proposed soil nail walls along the access road. Mohr-Coulomb drained strength parameters were selected for the artificial fill material encountered in the exploration. These parameters were selected based on literature review and field and laboratory information obtained during the exploration. Conservative values were selected to account for variability in subsurface conditions. Hoek-Brown strength parameters were developed for the Vaqueros Formation (Hoek et. al., 2002). These parameters were selected by a Certified Engineering Geologist during the development of the geologic evaluation of the slopes above the Nacimiento powerhouse report (GEI, 2026).

Table 2 below summarizes the selected strength parameters for both materials.

Table 2. Summary of Material Drained Strength Parameters

Unit	Total Unit Weight (pcf)	Drained Friction Angle (degrees)	Cohesion (psf)	Intact Rock Parameter	Geological Strength Index GSI	Disturbance Factor D
Artificial Fill	125	30	50	-	-	-
Vaqueros Formation	130	-	-	17	75	0

Recommendations

The following recommendations are based on subsurface conditions encountered during the geotechnical exploration and are intended to support the design and construction of the proposed soil nail walls and associated earthwork along the access road. These recommendations are consistent with the project Plans and Specifications (GEI, 2025), which govern construction requirements.

General Earthwork

The following specifications apply for general earthwork construction for the project:

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- Graded areas shall be grubbed and cleared of organics and topsoil. Organics and topsoil can be stockpiled and placed outside access roads as approved by the engineer.
- Cut and fill volumes shall be balanced on site to the extent practicable.
- Fill material shall consist of onsite generated material and shall be free of organics, debris larger than 3 inches, and other deleterious materials. Fill material shall have a liquid limit (LL) less than 40 and plasticity index (PI) less than 20.
- Final surfaces shall be proof rolled with a fully loaded water truck or other approved vehicle. Final surfaces shall be firm and unyielding.
- Relative compaction shall be determined based on the maximum dry density in accordance with ASTM D1557. Relative compaction shall be a minimum of 93% in general fill areas and 95% in structural areas. Moisture content shall be within +/- 2% of optimum. Relative compaction and moisture content shall be determined in accordance with ASTM D6938.

Erosion Control

The following recommendations apply for erosion control construction for the project:

- All erosion control measures shall comply with Caltrans Construction Site Best Management Practices (BMP) Manual.
- Contractor is responsible to cover all disturbed areas with erosion control mats and hydroseed.
- Erosion control mats and straw wattles shall be biodegradable and composed of jute fibers curled wood fibers, straw, coconut fiber, or a combination of these materials.
- The netting, sewing, or adhesive that hold the biodegradable mulch fibers together shall also be biodegradable.
- Anchors for erosion control mats and straw wattles shall consist of triangular wooden stakes or other biodegradable anchors, unless otherwise approved by the engineer.
- Silt fences shall be removed and properly disposed of by contractor following completion and acceptance of work.
- Contractor shall submit a water quality control plan showing location and providing details for BMPs and erosion control measures are to be utilized for the project.

References

GEI Consultants, Inc. (2026). “DRAFT - 2024 Geological Evaluation of Slopes Above Nacimiento Powerhouse,” prepared for Monterey County Water Resources Agency, April 15.

GEI Consultants, Inc. (2025). “Plans and Specifications for Nacimiento Dam – South Access Road Repairs,” prepared for Monterey County Water Resources Agency.

Hoek, E., Carranza-Torres, C., & Corkum, B. (2002). Hoek–Brown failure criterion – 2002 edition. Proceedings of the 5th North American Rock Mechanics Symposium (NARMS-TAC), Toronto, Vol. 1, pp. 267–273.

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Standard Limitations and Disclaimer

This report was prepared exclusively for the use of MCWRA. The findings and conclusions, if any provided by GEI in this report, are based solely on the information reported to GEI as of the date of this report. Future investigations or additional information not provided to GEI at the time of this report may result in modification of this report. GEI's scope of work did not include verifying the completeness or accuracy of information provided by others. Accordingly, GEI shall not be liable for any damages, costs, or other consequences resulting from reliance on such information if it is later determined to be inaccurate or incomplete. GEI's professional services for this project have been performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same locality, performing similar services under similar conditions. GEI makes no other representations and no warranties, express or implied.

If you have any questions, please feel free to contact me at 510.407.0513.

Sincerely,

GEI CONSULTANTS, INC.



Leonard J. Sansone, P.E., G.E.
Senior Project Manager

Brian M. Tognolini, E.I.T
Staff Professional

Appendices

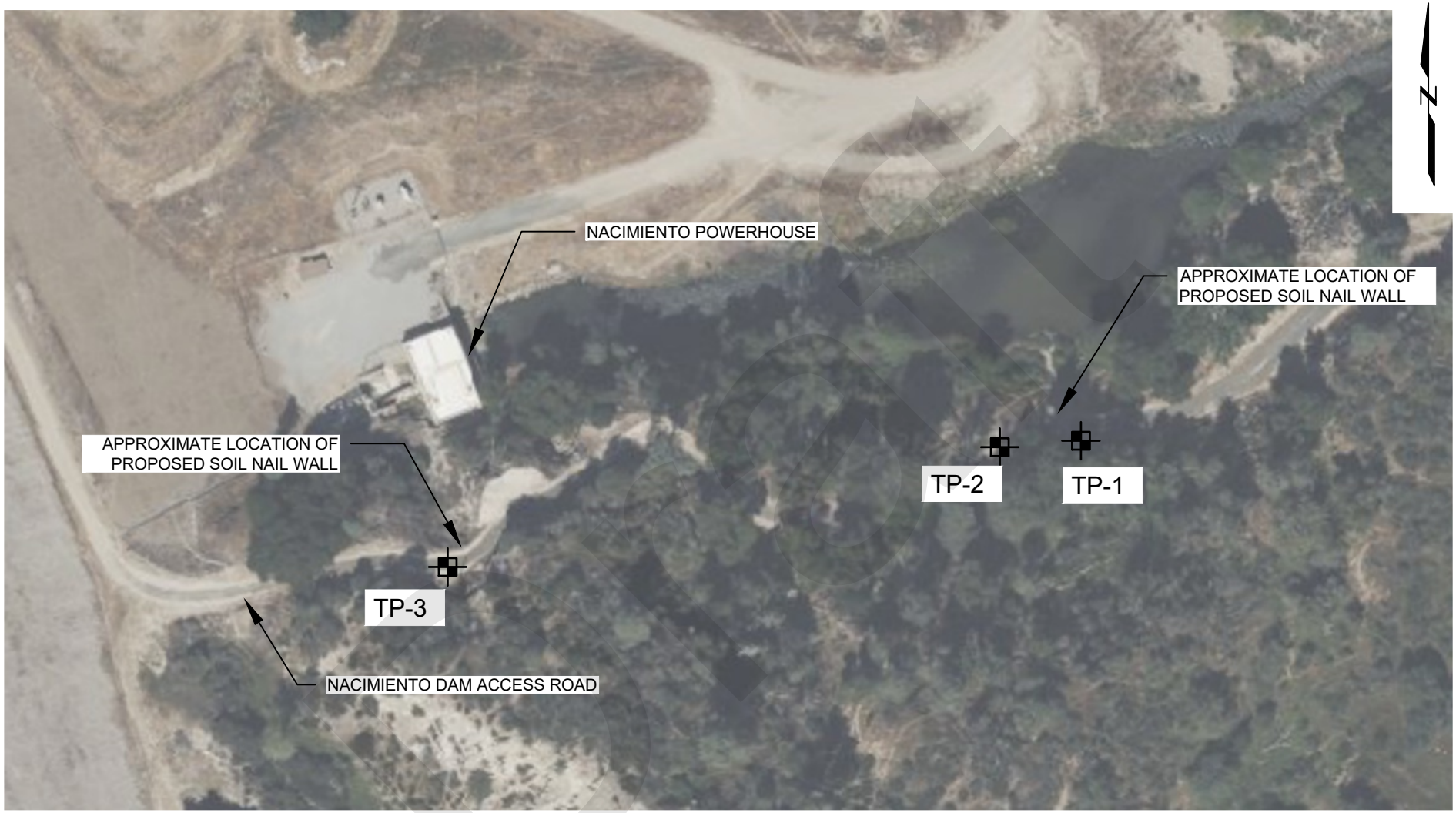
Appendix A	2023 Exploration Site Plan
Appendix B	2023 Exploration Photo Log
Appendix C	2023 GEI Test Pit Logs
Appendix D	Laboratory Testing Results

BT/LS:nr
\\geiconsultants.com\data\Data_Storage\Working\MONTEREY COUNTY WATER\2300301 MCWRA FY22_23 Nacimiento Storm Damage\Nacimiento Dam Road Stabilization\07_Geotech Memo\Geotech_TM_Nacimineto Dam_Road_Stabilization_FINAL.docx

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Appendix A 2023 Exploration Site Plan

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LEGEND:

GEI (2023) TEST PIT LOCATION

0 100 200

SCALE, FEET

NOTES:

1. SEE GEI (2025) DESIGN PLANS AND SPECIFICATIONS FOR SOIL NAIL WALL DETAILS.

SOURCE:

1. PLAN BASED ON MAP BY BING (2026).

Nacimiento Dam Access Road Emergency Repair Monterey County, CA	GEI Consultants	GEI 2023 EXPLORATION PLAN
Monterey County Water Resources Agency	Project 2404374	April 2026 APPENDIX A

Appendix B 2023 Exploration Photo Log

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Appendix B - 2023 Exploration Photo Log



Photo #1: Excavation of TP-1, Looking East



Photo #2: Excavation of TP-1, Looking West

Appendix B - 2023 Exploration Photo Log



Photo #3: Excavation of TP-1, Artificial Fill Zone

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Appendix B - 2023 Exploration Photo Log



Photo #4: Excavation of TP-2, Downhole

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Appendix B - 2023 Exploration Photo Log



Photo #5: Excavation of TP-3, Looking West



Photo #6: Excavation of TP-3, Downhole

Appendix B - 2023 Exploration Photo Log



Photo #7: Excavation of TP-3, Contact of Artificial Fill and Vaqueros Formation

DRAFT

Appendix C 2023 GEI Test Pit Logs

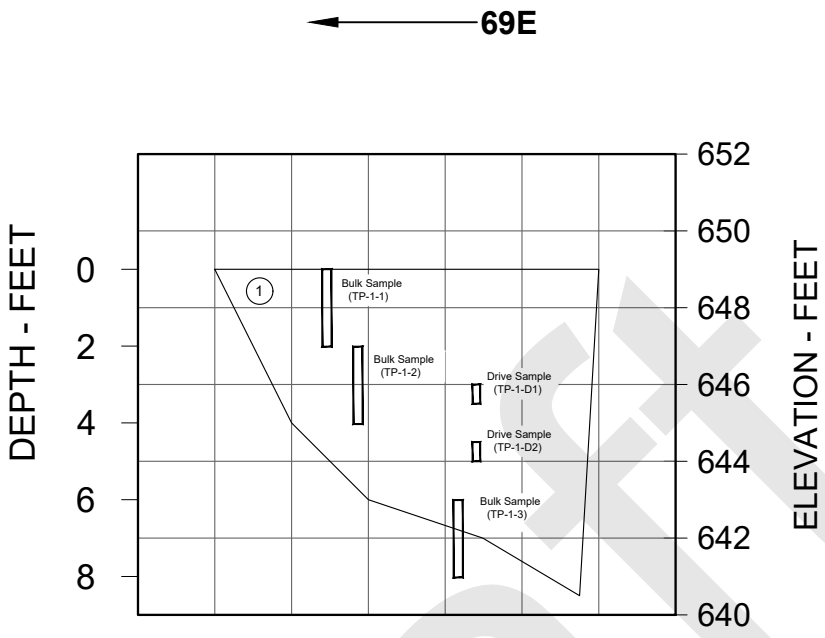
Appendix C.1: Log of TP-1

Appendix C.2: Log of TP-2

Appendix C.3: Log of TP-3

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TP-01 - East of Culvert



UNIT DESCRIPTIONS

(1) [FILL] Silty Sand w/ Gravel (SM), medium brown, moist, 45% fine to coarse-grained sand, 35% low to no plasticity fines, 20% fine to coarse, subangular to subrounded gravel, rootlets present throughout

NOTES:

1. Logged by Brian Tognolini on May 31, 2023.
2. Excavated with CAT 420D Back-hoe using a 12" bucket
3. (Lat., Long.) = (35.7582370°, -120.8811653°)
4. Elevations are approximate and derived from a previously conducted survey.
5. All elevations in NAVD88 Datum.
6. Unit description particle size percentages are based on visual classifications and adjusted by laboratory results. Cobble and boulder abundance is field estimated and not accounted for in laboratory samples.
7. See Appendix B for lab test results.

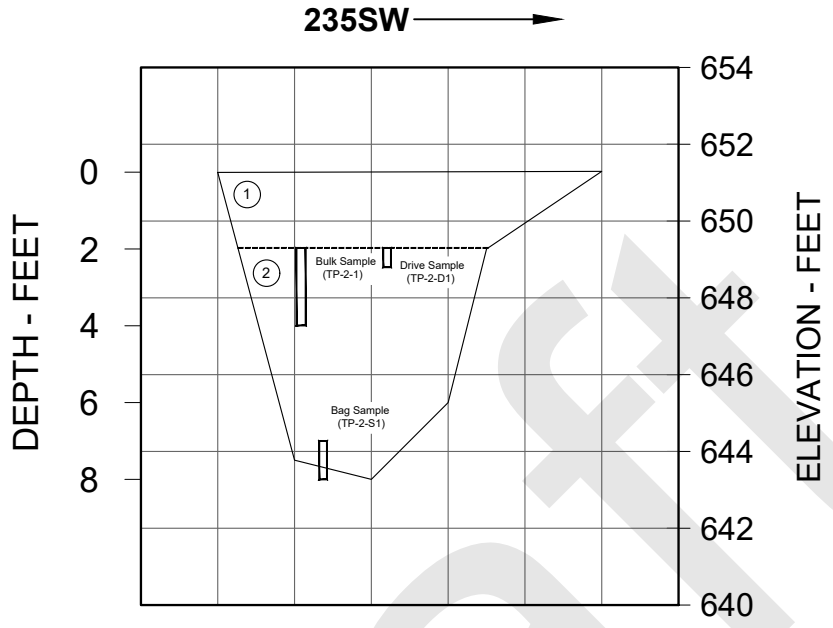
0 5 10

SCALE: 1" = 5'

Nacimiento Dam Access Road Emergency Repair Monterey County, California	GEI Consultants	LOG OF TP-01
Monterey County Water Resources Agency	Project 2404374	April 2026 APPENDIX C.1

Draft

TP-02 - West of Culvert



UNIT DESCRIPTIONS

(1) [FILL] Silty Sand w/ Gravel (SM), medium brown, moist, 45% fine to coarse-grained sand, 35% low to no plasticity fines, 20% fine to coarse, subangular to subrounded gravel, rootlets present throughout, high baserock gravel content in upper 6" of soil

(2) [VAQUEROS FORMATION] Residual soil; Poorly Graded Sand w/ Gravel and Silt (SP-SM), light brown, moist, 70% fine to coarse sand, 20% fine to coarse, subangular to subrounded gravel, 10% low to no plasticity fines, very prominent sandstone pieces present - gravel size and rippable, contact with hard, gray Vaqueros Formation sandstone at 8'

NOTES:

1. Logged by Brian Tognolini on May 31, 2023.
2. Excavated with CAT 420D Back-hoe using a 12" bucket
3. (Lat.,Long.) = (35.758210°, -120.881363°)
4. Elevations are approximate and derived from a previously conducted survey.
5. All elevations in NAVD88 Datum.
6. Unit description particle size percentages are based on visual classifications and adjusted by laboratory results. Cobble and boulder abundance is field estimated and not accounted for in laboratory samples.
7. See Appendix B for lab test results.
8. Backhoe struggled to dig gray sandstone layer at 8 ft.

0 5 10

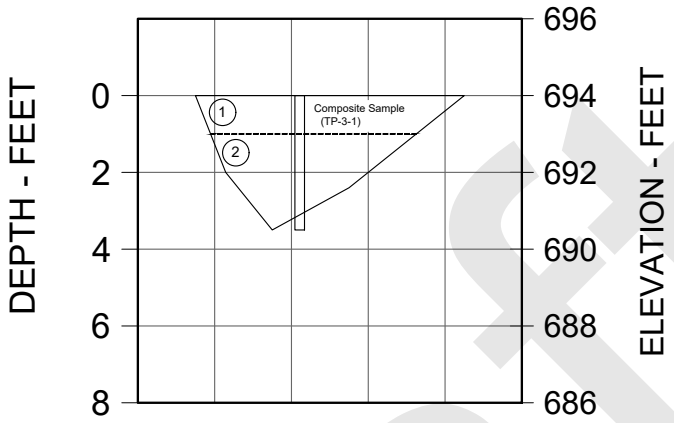
SCALE: 1" = 5'

Nacimiento Dam Access Road Emergency Repair Monterey County, California	GEI Consultants	LOG OF TP-02
Monterey County Water Resources Agency	Project 2404374	APRIL 2026 APPENDIX C.2

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TP-03 - Above Penstock

277W →



UNIT DESCRIPTIONS

(1) [FILL] Silty Sand w/ Gravel (SM), medium brown, moist, 45% fine to coarse-grained sand, 35% low to no plasticity fines, 20% fine to coarse, subangular to subrounded gravel, rootlets present throughout

(2) [VAQUEROS FORMATION] Residual soil; Silty Sand (SM), moist, tan, 85% fine to coarse sand, 15% low to no plastic fines, sandstone pieces up to 5 in. present, expected that the sand materials is the rippable sandstone material

NOTES:

1. Logged by Brian Tognolini on May 31, 2023.
2. Excavated with CAT420D Back-hoe using a 12" bucket
3. (Lat./Long.) = (35.757995°, -120.882565°)
4. Elevations are approximate and derived from a previously conducted survey.
5. All elevations in NAVD88 Datum.
6. Unit description particle size percentages are based on visual classifications and adjusted by laboratory results. Cobble and boulder abundance is field estimated and not accounted for in laboratory samples.
7. See Appendix B for lab test results.

0 5 10

SCALE: 1" = 5'

Nacimiento Dam Access Road Emergency Repair Monterey County, California	GEI Consultants	LOG OF TP-03
Monterey County Water Resources Agency	Project 2404374	April 2026 APPENDIX C.3

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Appendix D Laboratory Testing Results

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29 Sugarloaf Terrace, Alamo, CA 94507 - Tel: (510) 409-2816 - Fax: (925) 891-9267 - Email: soiltesting@aol.com

LAB RESULTS SUMMARY FORM

Project Number: 2300301 **Project Name:** Nacimiento Dam Access Road **Results Due By:**
Requested By: BT **Request Date:** 6/21/2023 **Throw Samples Out On:**

					Atterberg			-200			Compaction				
Test Pit #	Sample Depth (feet)	Dry Density (pcf)	Moisture Content (%)	TxUU Shear Strength (psf)	Liquid Limit	Plastic Limit	Plasicity Index	Passing #4 Sieve (%)	Passing #40 sieve (%)	Passing #200 sieve (%)	Maximum Dry Density (pcf)	Optimum Moisture (%)	Pocket Penetrometer (tsf)	Torvane (tsf)	Remarks
TP-1	2.0 - 4.0							87	73	44	116.1	14.6			
TP-1	3.0 - 3.5	97	16.8												
TP-1	4.0 - 5.0	91	17.0												
TP-1	6.0 - 8.5							79	66	34	114.3	15.5			
TP-2	2.0 - 4.0							78	35	12	111.8	16.8			
TP-2	4.0 - 4.5	104	14.4												

DRAFT

B. HILLEBRANDT SOILS TESTING, INC.

29 Sugarloaf Terrace, Alamo, CA 94507 - Tel: (510) 409-2916 - Fax: (925) 891-9267 - Email: soiltesting@aol.com

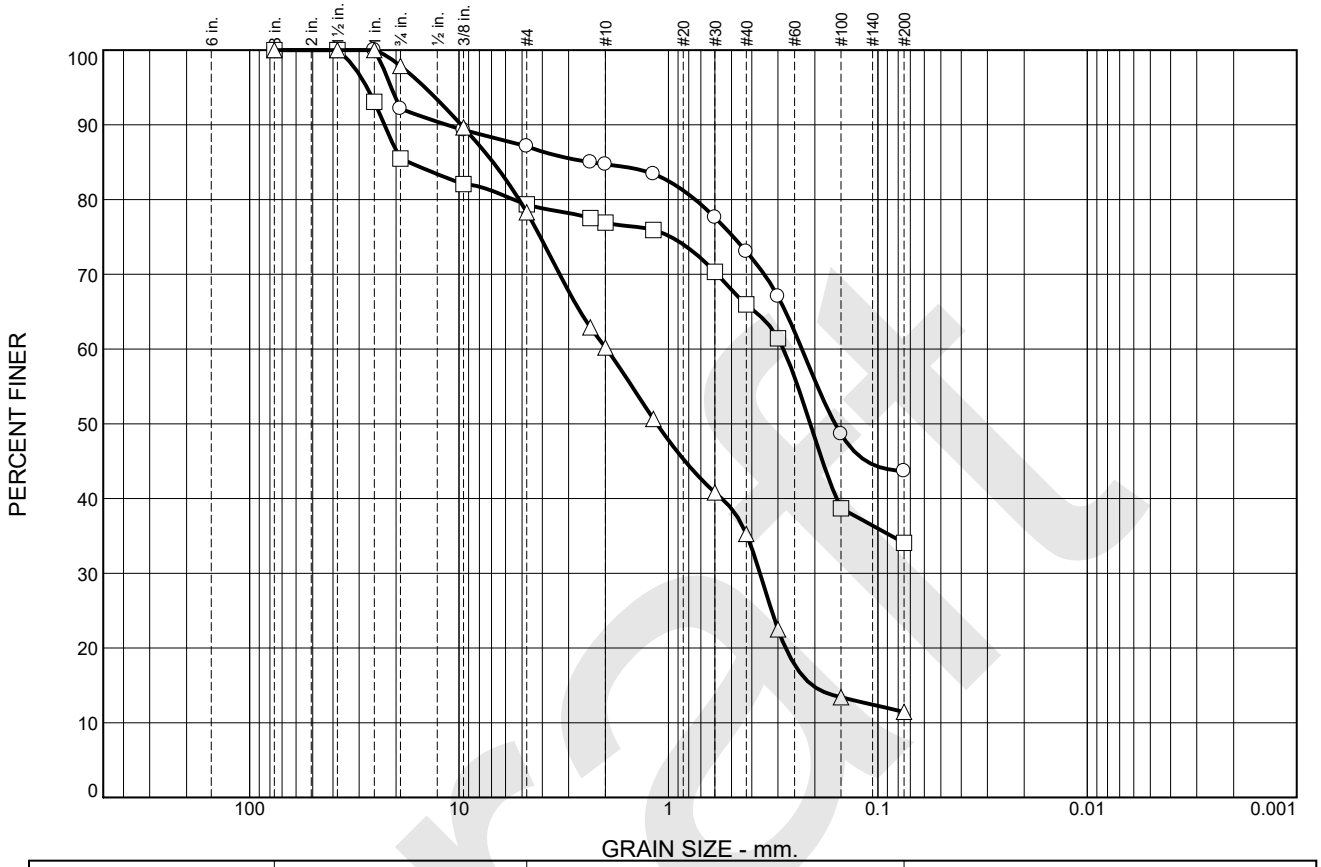
MOISTURE CONTENT/DRY DENSITY

Job #: 2300301
Job Name: Nacimiento Dam Access Road
Date: 6/21/2023
Tested by: Brad Hillebrandt

Additional Tests:						
Test Pit #:	TP-1	TP-1	TP-2			
Depth:	3.0 - 3.5	4.5 - 5.0	4.0 - 4.5			
Sample Description:	Light brown silty SAND	Light brown silty SAND	Olive brown weathered silty SANDSTONE			
Can #:	384	362	424	,		
Wet Sample + can	217.8	259.1	230.4			
Dry Sample + can	191.2	226.2	205.4			
Weight can	33.2	32.9	32.3			
Weight water	26.6	32.9	25			
Weight Dry Sample	158	193.3	173.1			
WATER CONTENT (%)	**16.8%**	**17.0%**	**14.4%**			
Weight Sample + Liner	1040.8	1029.0	1074.7			
Weight Liner	238.5	277.0	234.2			
Sample Length	6.0	6.0	6.0			
Sample Diameter	2.39	2.39	2.39			
DRY DENSITY (pcf)	**97.2**	**90.9**	**103.9**			

Draft

Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	7.8	5.1	2.4	11.7	29.3	43.7	
□	0.0	14.5	6.1	2.5	10.9	31.9	34.1	
△	0.0	2.1	19.6	18.1	24.9	23.8	11.5	

SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	Material Description	USCS
○	TP-1	TP-1-2	2.0 - 4.0'	Olive brown silty SAND	SM
□	TP-1	TP-1-3	6.0 - 8.5'	Olive yellow silty SAND with gravel	SM
△	TP-2	TP-2-1	2.0 - 4.0'	Olive yellow poorly graded SAND with silt and gravel	SP-SM

B. HILLEBRANDT SOILS TESTING, INC.
+1 510-409-2816
SoilTesting@aol.com

Client: GEI
Project: Nacimiento Dam Access Road
Project No.: 2300301 **Figure**

Tested By: BH

Draft

GRAIN SIZE DISTRIBUTION TEST DATA

7/10/2023

Client: GEI
Project: Nacimiento Dam Access Road
Project Number: 2300301
Location: TP-1
Depth: 2.0 - 4.0'
Sample Number: TP-1-2
Material Description: Olive brown silty SAND
USCS: SM
Tested by: BH

Sieve Test Data

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
1205.00	270.70	0.00	3"	0.00	100.0
			1.5"	0.00	100.0
			1.0"	0.00	100.0
			3/4"	73.30	92.2
			3/8"	99.80	89.3
			#4	120.20	87.1
			#8	140.10	85.0
			#10	142.80	84.7
			#16	154.80	83.4
			#30	209.30	77.6
			#40	251.90	73.0
			#50	308.00	67.0
			#100	480.00	48.6
			#200	526.30	43.7

Fractional Components

Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	7.8	5.1	12.9	2.4	11.7	29.3	43.4			43.7

D_5	D_{10}	D_{15}	D_{20}	D_{30}	D_{40}	D_{50}	D_{60}	D_{80}	D_{85}	D_{90}	D_{95}
						0.1601	0.2306	0.7456	2.3540	11.4291	21.0685

Fineness Modulus
1.70

Draft

GRAIN SIZE DISTRIBUTION TEST DATA

7/10/2023

Client: GEI
Project: Nacimiento Dam Access Road
Project Number: 2300301
Location: TP-1
Depth: 6.0 - 8.5' **Sample Number:** TP-1-3
Material Description: Olive yellow silty SAND with gravel
USCS: SM
Tested by: BH

Sieve Test Data

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
1761.50	263.70	0.00	3"	0.00	100.0
			1.5"	0.00	100.0
			1.0"	103.50	93.1
			3/4"	217.30	85.5
			3/8"	268.50	82.1
			#4	309.10	79.4
			#8	336.50	77.5
			#10	345.70	76.9
			#16	360.50	75.9
			#30	444.40	70.3
			#40	509.60	66.0
			#50	577.70	61.4
			#100	918.20	38.7
			#200	987.40	34.1

Fractional Components

Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	14.5	6.1	20.6	2.5	10.9	31.9	45.3			34.1

D_5	D_{10}	D_{15}	D_{20}	D_{30}	D_{40}	D_{50}	D_{60}	D_{80}	D_{85}	D_{90}	D_{95}
					0.1575	0.2103	0.2828	5.4792	17.3851	22.6991	27.5028

Fineness Modulus
2.29

Draft

GRAIN SIZE DISTRIBUTION TEST DATA

7/10/2023

Client: GEI
Project: Nacimiento Dam Access Road
Project Number: 2300301
Location: TP-2
Depth: 2.0 - 4.0' **Sample Number:** TP-2-1
Material Description: Olive yellow poorly graded SAND with silt and gravel
USCS: SP-SM
Tested by: BH

Sieve Test Data

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
1338.00	265.20	0.00	3"	0.00	100.0
			1.5"	0.00	100.0
			1.0"	0.00	100.0
			3/4"	22.70	97.9
			3/8"	111.00	89.7
			#4	232.80	78.3
			#8	398.00	62.9
			#10	426.90	60.2
			#16	529.40	50.7
			#30	635.00	40.8
			#40	694.40	35.3
			#50	831.40	22.5
			#100	928.90	13.4
			#200	949.80	11.5

Fractional Components

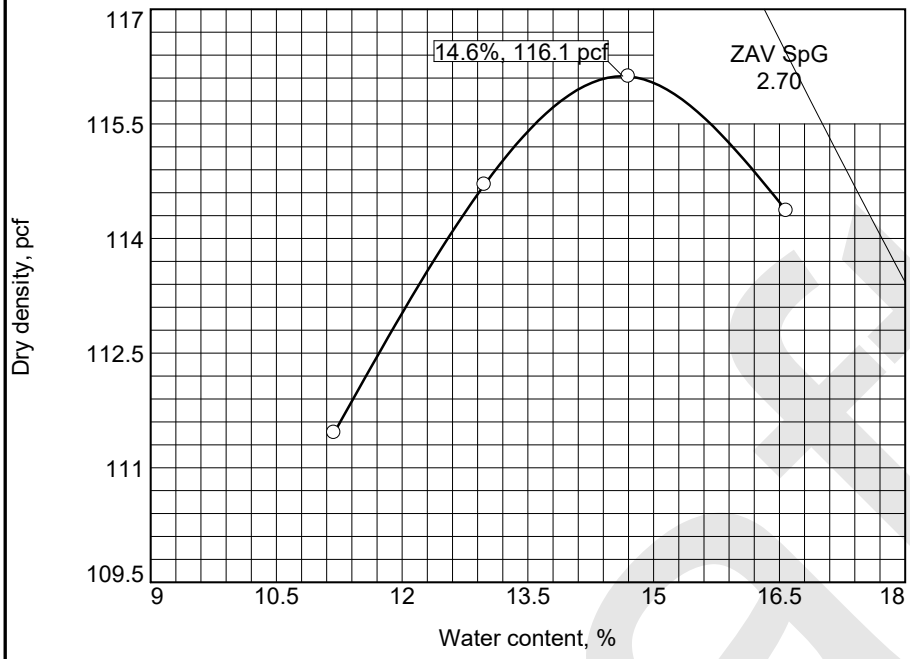
Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	2.1	19.6	21.7	18.1	24.9	23.8	66.8			11.5

D_5	D_{10}	D_{15}	D_{20}	D_{30}	D_{40}	D_{50}	D_{60}	D_{80}	D_{85}	D_{90}	D_{95}
		0.2051	0.2758	0.3654	0.5566	1.1373	1.9749	5.1662	6.8858	9.7740	14.5383

Fineness Modulus
3.44

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COMPACTION TEST REPORT



Curve No.
1

Test Specification:
ASTM D 1557-12 Method A Modified

Hammer Wt.: 10 lb.
Hammer Drop: 18 in.
Number of Layers: five
Blows per Layer: 25
Mold Size: 0.03333 cu. ft.

Test Performed on Material Passing #4 **Sieve**

Soil Data

NM _____ **Sp.G.** _____
LL _____ **PI** _____
%>#4 12.9 **%<#200** 43.7
USCS SM **AASHTO** _____

TESTING DATA

	1	2	3	4	5	6
WM + WS	3844.0	3929.7	3984.0	3986.1		
WM	1970.4	1970.4	1970.4	1970.4		
WW + T #1	2071.5	2224.2	2203.7	2225.8		
WD + T #1	1886.2	1999.7	1950.4	1948.2		
TARE #1	230.2	270.6	227.2	274.2		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	11.2	13.0	14.7	16.6		
DRY DENSITY	111.5	114.7	116.1	114.4		

TEST RESULTS

Maximum dry density = 116.1 pcf

Optimum moisture = 14.6 %

Material Description

Olive brown silty SAND

Project No. 2300301 **Client:** GEI
Project: Nacimiento Dam Access Road

○ **Source of Sample:** TP-1 **Depth:** 2.0 - 4.0' **Sample Number:** TP-1-2

Remarks:

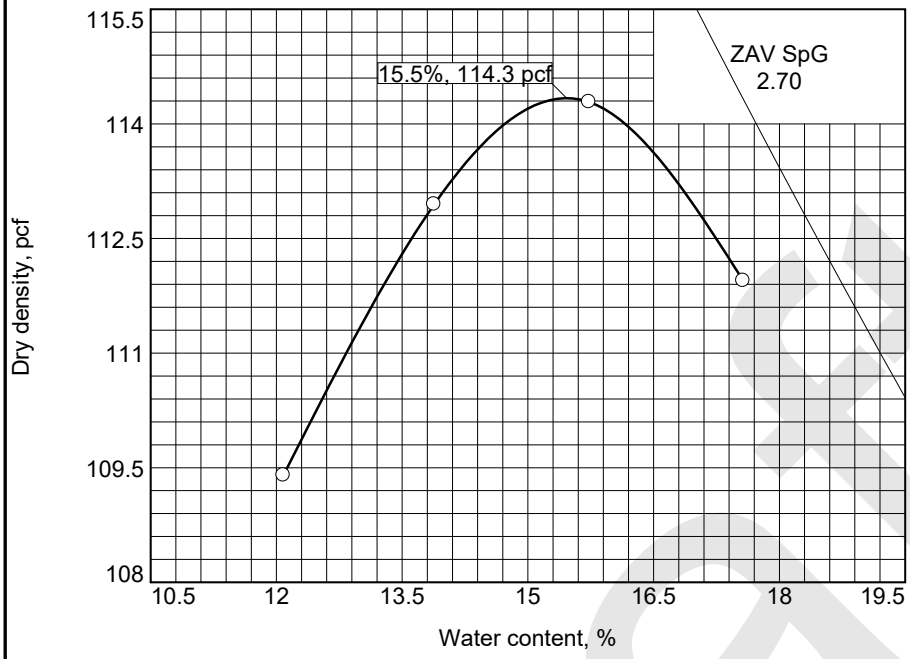
B. HILLEBRANDT SOILS TESTING, INC.
+1 510-409-2816
SoilTesting@aol.com

Figure

Tested By: BH

Draft

COMPACTION TEST REPORT



Curve No.
2

Test Specification:
ASTM D 1557-12 Method A Modified

Hammer Wt.: 10 lb.
Hammer Drop: 18 in.
Number of Layers: five
Blows per Layer: 25
Mold Size: 0.03333 cu. ft.

Test Performed on Material Passing #4 **Sieve**

Soil Data

NM _____ **Sp.G.** _____
LL _____ **PI** _____
%>#4 20.6 **%<#200** 34.1
USCS SM **AASHTO** _____

TESTING DATA

	1	2	3	4	5	6
WM + WS	3824.2	3915.0	3970.0	3960.2		
WM	1970.4	1970.4	1970.4	1970.4		
WW + T #1	2080.5	2219.0	2411.9	2238.1		
WD + T #1	1884.4	1982.0	2144.7	1947.4		
TARE #1	261.5	274.8	446.0	292.8		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	12.1	13.9	15.7	17.6		
DRY DENSITY	109.4	112.9	114.3	111.9		

TEST RESULTS

Maximum dry density = 114.3 pcf

Optimum moisture = 15.5 %

Material Description

Olive yellow silty SAND with gravel

Project No. 2300301 **Client:** GEI
Project: Nacimiento Dam Access Road

○ **Source of Sample:** TP-1 **Depth:** 6.0 - 8.5' **Sample Number:** TP-1-3

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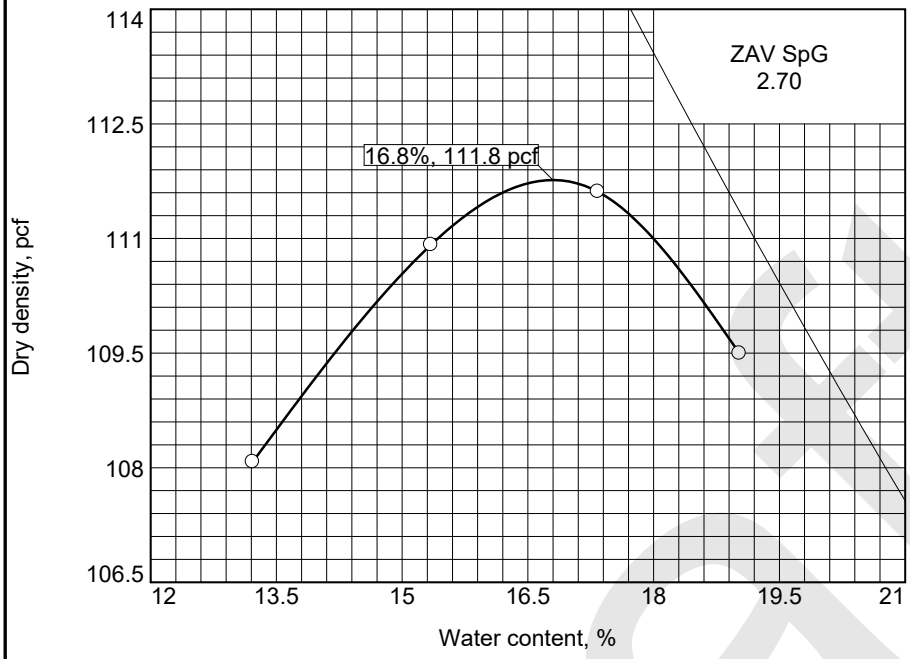
Remarks:

Figure

Tested By: BH

Draft

COMPACTION TEST REPORT



Curve No.
3

Test Specification:
ASTM D 1557-12 Method A Modified

Hammer Wt.: 10 lb.
Hammer Drop: 18 in.
Number of Layers: five
Blows per Layer: 25
Mold Size: 0.03333 cu. ft.

Test Performed on Material Passing #4 **Sieve**

Soil Data

NM _____ **Sp.G.** _____
LL _____ **PI** _____
%>#4 21.7 **%<#200** 11.5
USCS SP-SM **AASHTO** _____

TESTING DATA

	1	2	3	4	5	6
WM + WS	3820.3	3904.6	3950.3	3940.7		
WM	1970.4	1970.4	1970.4	1970.4		
WW + T #1	2080.4	2376.9	2268.6	2204.7		
WD + T #1	1870.0	2120.0	1976.7	1894.5		
TARE #1	278.2	445.8	292.8	263.9		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	13.2	15.3	17.3	19.0		
DRY DENSITY	108.1	110.9	111.6	109.5		

TEST RESULTS

Maximum dry density = 111.8 pcf

Optimum moisture = 16.8 %

Material Description

Olive yellow poorly graded SAND with silt and gravel

Project No. 2300301 **Client:** GEI
Project: Nacimiento Dam Access Road

○ **Source of Sample:** TP-2 **Depth:** 2.0 - 4.0' **Sample Number:** TP-2-1

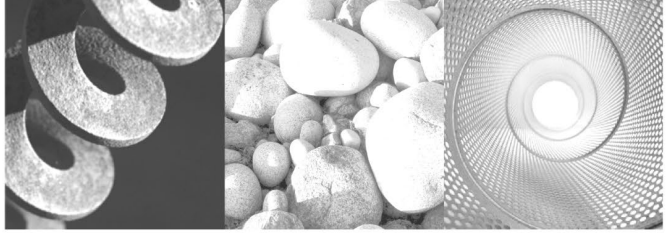
Remarks:

B. HILLEBRANDT SOILS TESTING, INC.
+1 510-409-2816
SoilTesting@aol.com

Figure

Tested By: BH

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GEI Consultants



Final Report

2024 Geologic Evaluation of Slopes Above Nacimiento Powerhouse

Nacimiento Dam, Paso Robles, California

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1. Introduction

1.1. Project Overview

This report summarizes the most recent geologic evaluation by GEI Consultants, Inc. (GEI) of the slopes above the Nacimiento Powerhouse (Powerhouse) at Lake Nacimiento Dam. The dam is on the Nacimiento River in northern San Luis Obispo County, in the central Coast Ranges of California. The Powerhouse is located in the downstream right toe area of the dam, which is bordered by steep to moderately steep slopes up to several hundred feet high that are interrupted by road cuts (Figure 1). The dam and Powerhouse are owned and operated by the Monterey County Water Resources Agency (MCWRA). The facilities are under the regulatory jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC).

A portion of the slope directly above the Powerhouse failed in 1995, with the resulting debris coming to rest against the Powerhouse and exposed penstock. No significant slope failures have occurred since 1995; however, recommendations were made in the 2014 6th and 2019 7th FERC Part 12D Potential Failure Mode Analysis (PFMA) workshop to perform an evaluation of the slope and document the current conditions.

The 2014 6th FERC Part 12D Report recommended “the geology and drainage condition above the Powerhouse should be reviewed. The landslide and debris flow hazard to the Powerhouse should be addressed to assure long-term safety and operation of the Powerhouse.”

The 2019 7th FERC Part 12D PFMA identified Potential Failure Mode (PFM) O-1: “A slope failure causes damage to or inoperability of the exposed Low-Level conduit or Low-Level Outlet valves. (This is operational because the failure mode can be initiated independent of the reservoir level or flood event).” PFM O-1 is a Category II PFM.

In response to the 2014 and 2019 6th and 7th FERC Part 12D recommendations, it was established that a geologic evaluation of slope failure hazard above the Powerhouse be conducted every 5 years. GEI personnel conducted a geologic evaluation of the slope above the Nacimiento Powerhouse and submitted a draft report in November 2019 (GEI, 2019). The 5-year re-evaluation of the slope that is summarized in this report was authorized by MCWRA on February 14, 2024.

1.2. Purpose and Scope

The purpose of this report is to document the existing condition and present the findings of the geologic evaluation of the slope above (south of) the Powerhouse and adjacent to Nacimiento Lake Drive south of the dam. The general scope of the geologic evaluation included the following:

- Reviewing existing data and information;
- Field geologic mapping;
- Performing geologic evaluations and developing recommendations to mitigate future slope failure and erosion; and

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- Preparing this report.

Existing data and information that was reviewed for this study includes geologic mapping and literature published by the U.S. Geological Survey (USGS) and the California Geological Survey (CGS), unpublished project-related reports provided by MCWRA, data and information contained in GEI's project archives, data collected by GEI during the 2019 geologic evaluation and in 2023, and historical photographs and drawings of the dam site and Powerhouse. Relevant data and information are incorporated and referenced (as appropriate) throughout this report.

Field geologic mapping was conducted by GEI geologist Scott Yehl PG CEG and engineer Chris Bain on June 4 and 5, 2024. The field mapping was done at a scale of 1:600, utilizing available ortho-imagery and LiDAR-derived contours for a portion of the site as a base map. A Brunton compass and the mobile application Clino were used in combination to measure the orientation (strike and dip) of bedrock discontinuities observed in the field. Observed features and data were located and plotted on base maps using standard field mapping techniques; in many cases, data were located and recorded using a field tablet (iPad) with GPS capability. The resulting geologic map is presented in Figure 2. The majority of observed outcrops were also photo-documented during the mapping. Photographs of key geologic features are included in this report. Many photographs from the 2019 geologic evaluation were recreated during the 2024 reconnaissance and the comparisons are included in Appendix A. Standalone photographs from 2024 are embedded in the report and are referred to as "Photograph 2024-X".

1.3. Background Information

1.3.1. 1995 Slope Failure

In March 1995 after a period of high rainfall, a series of debris flows occurred on the slopes above the south side of the Powerhouse. One of the debris flows was directly above the Powerhouse and involved part of the unimproved access road above the Powerhouse. This debris flow came to rest against the southwest corner of the Powerhouse and 66-inch-diameter penstock, which enters the building from the west. There was no damage to the Powerhouse or penstock from that event, but it triggered a geologic evaluation of the slopes above the Powerhouse to assess the cause(s) and potential for additional failures.

During the same 1995 event, multiple debris flows and some concentrated erosion occurred along Lake Nacimiento Drive, on the higher slopes above and south of the Powerhouse. The debris flows initiated in the canyons on the uphill (south) side of the road and some of the debris was deposited on the roadway. One culvert beneath the roadway was plugged with debris, which caused runoff to spill across and over the outside edge of the roadway. The runoff created several erosion rills and caused shallow sloughing of fill materials beneath the roadway. Debris that was eroded from the fill slopes apparently was deposited in the right downstream groin area of the dam, in the vicinity of the Powerhouse.

Following the March 1995 slope failure, MCWRA engaged RUST Environment & Infrastructure (RUST; 1995a and 1995b) to perform geologic and geotechnical studies to evaluate the slope failures above the Powerhouse and on the higher slopes below Lake Nacimiento Drive. The 1995 investigations included geologic mapping, three geotechnical borings along Lake Nacimiento Drive, and three test pits in the

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unimproved access road above the Powerhouse. The complete reports by RUST are included as appendices to the 2019 GEI report.

RUST (1995a) concluded that the slope failure above the Powerhouse was a debris flow that involved older colluvium or landslide debris that evacuated from a swale or "chute" directly above the Powerhouse. They estimated the thickness of the debris to be on the order of about 5 feet thick and speculated the debris flow chute was over-steepened during construction of the powerhouse in 1986. RUST (1995a) made numerous recommendations to mitigate future slope failures above the Powerhouse, including debris removal and drainage improvements. They also recommended construction of a concrete wall to protect the exposed portion of the penstock where it enters the Powerhouse.

In their assessment of the slopes below Lake Nacimiento Drive, RUST (1995b) mapped numerous small cracks in the roadway, thick fills underlying portions of the road, and several erosion features on the fill slopes. Their borings showed the thickness of the fills to be roughly 18- to 23 feet thick. They noted poor surface drainage along the roadway and in the right groin area of the dam and recommended, among other things, drainage improvements and relocating Lake Nacimiento Drive about 10 to 15 feet into the hillside (to the south), presumably to minimize the fill prism beneath the road.

1.3.2. 2019 Geologic Evaluation

In response to the 2014 and 2019 6th and 7th FERC Part 12D recommendations outlined in Section 1.1, GEI personnel conducted a geologic evaluation of the slopes above the Nacimiento Powerhouse in October 2019. A draft report of the evaluation was submitted to MCWRA in November 2019. The report concluded that the condition of the slopes above the Powerhouse had generally not deteriorated a perceptible amount since the previous assessment by Rust (1995). They also recommended various slope hazard mitigation measures and slope drainage system improvements for MCWRA to consider.

1.3.3. 2023 January Storms

In February 2023, GEI personnel conducted a site reconnaissance along the downstream right abutment slopes as part of an emergency response and assessment following significant storm events in January 2023. One area that was identified during the reconnaissance (named Area 3) is the part of the access road in the swale directly above the Powerhouse. Minor raveling of the downslope edge of the access road was observed in this area.

1.3.4. 2023 Test Pit Exploration

On May 31, 2023, A test pit was excavated within the access road directly above the Powerhouse (Figure 3). The test pit encountered road fill approximately 1 foot thick, directly overlying in-place intensely weathered sandstone bedrock. The excavator met refusal at approximately 3.5 feet below ground surface, where the native bedrock became un-rippable with a small excavator.

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2. Geologic Conditions

2.1. Geology of the Project Area

Published geologic mapping by the USGS (Durham, 1968 and Dibblee, 1971; 2006) indicates bedrock at the dam site consists of marine sedimentary rocks of the Vaqueros Formation[1] (Figure 4). These rocks unconformably overlie older Cretaceous marine sandstone and conglomerate of an unnamed formation that Marliave (1957) labeled as the Atascadero Formation. The contact between the Vaqueros Formation and the older Cretaceous rocks is mapped near the upstream right toe area of the dam. The Powerhouse, near the right downstream toe, is underlain entirely by Vaqueros Formation. The published mapping indicates bedding in the Vaqueros Formation rocks strikes north-northwest and dips about 45 degrees to the northeast.

The Vaqueros Formation consists predominantly of sandstone with occasional pebble lenses, conglomerate, and thin interbeds of siltstone or claystone. The sandstone typically is light gray and fine- to coarse-grained. Sands typically are subrounded to subangular, quartz-rich, and very thickly (3 to 10 feet) bedded to massive (> 10 feet thick). The sandstone includes some trough channel fills and fine gravels, and occasional interbeds of conglomerate, particularly in the basal part of the unit. The conglomerate typically includes well-rounded pebbles and subrounded to subangular cobbles of predominantly volcanic lithologies and is thickly (1 to 3 feet) to very thickly (3 to 10 feet) bedded. The conglomerate locally includes subrounded boulders of weathered granite. The sandstone varies from weakly indurated and moderately hard to soft and friable, depending mainly on the degree of cementation. In some places, veins or bulbous “films” of calcite or dolomite are present on fracture surfaces. Thin sections performed by Geomatrix (2007) for the sloping Nacimiento pipeline intake in the upstream left abutment of Nacimiento Dam indicate the sandstones generally are arkosic (i.e., contain abundant quartz and potassium feldspar) and calcareously cemented

2.2. Site Geologic Conditions

2.2.1. Geologic Conditions Overview

The following sections describe our field observations and interpretations of the geologic conditions at the site, based on our 2024 field reconnaissance, review of the 2019 GEI field reconnaissance, and review of other existing information. The results of our geologic mapping are presented in Figure 2, which should be referred to for the following discussions.

2.2.2. Powerhouse Slopes

Figure 5 shows the inclination of the slopes (in degrees) above the Powerhouse using 2018 LiDAR. This figure is included for to inform subsequent evaluations that could compare future topographic data with the surface provided in this report.

[1] Note that RUST (1995a; 1995b) reported the rocks as belonging to the Monterey Formation, which is incorrect based on the published mapping and site observation.

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The slopes above the Powerhouse expose massive to faintly bedded tan to light gray sandstone (Appendix A Photograph 1). The sandstone generally is weak and moderately soft, but some outcrops exhibit a moderately hard, gray weathering rind on the order of ½ inch thick. In other places the sandstone is weakly cemented by $CaCO_3$, which results in local areas of relatively harder, stronger rock. The sandstone is overlain in numerous places by older colluvium (or landslide debris) that consists of subangular fragments of sandstone in a silty sand matrix. These older surficial deposits typically are weakly to moderately cemented and up to about to 8 to 10 feet thick in places. Some slopes are mantled by younger colluvial deposits, which typically are loose and sandy. Most of the cuts and steeper, natural bedrock slopes around the site have a loose, sandy colluvial deposit at their base, which reflects the weak, erodible nature of the sandstone. Relatively thick colluvial deposits fill the bedrock swales directly upstream and downstream of the Powerhouse.

The linear, concave swale directly above the Powerhouse is the source of the debris flow that impacted the Powerhouse and penstock in 1995 (Appendix A Photographs 1 and 2). The swale extends at least 60 feet above, and 60 feet below, the unimproved access road that passes above the Powerhouse. The toe of the swale intersects the near vertical cut adjacent to the Powerhouse and penstock (Appendix A Photograph 3). The swale exposes bedrock throughout most of its length, but older colluvium is exposed in the middle part of the slope, directly below the unimproved access road. This older colluvium likely filled the swale (above and below the access road) prior to 1995. A historical photograph from 1986 from the Powerhouse construction activities clearly shows the lower portion of this swale was filled with colluvium/debris (Appendix A Photograph 4). The ultimate failure/evacuation of the debris in 1995 likely was related to the steep cut at the toe of the slope (as originally proposed by RUST, 1995a), which resulted in the debris daylighting in the cut. In the same fashion, the cut for the access road above the Powerhouse likely undermined the upper part of the swale, which also failed in the 1995 event.

Many of the cut slopes and natural bedrock exposures above the Powerhouse exhibit thin (≤ 1-foot-thick) slabs of rock that are partially detached from the underlying, intact rock mass. In most cases, these slabs appear to be associated with surface-parallel joints and root-jacking from nearby trees or shrubs (Appendix A Photographs 5 through 7). The roots appear to be slowly heaving these slabs off, and their presence allows rainfall and runoff to infiltrate the cracks, which likely contributes to the failure of these slabs. A failure of this type occurred sometime in the recent past (prior to 2019) on the south side of the Powerhouse, depositing several feet of debris between the cut slope and Powerhouse (Appendix A Photographs 8 and 9). Numerous other recent and incipient failures of this type were noted around the Powerhouse.

The comparison Appendix A, Photograph 7 2024 image shows a small (approximately 1 foot in dimension) block failure that has occurred since 2019. The failure occurred via planar sliding along bedding as a result of root jacking. Several trees in this area also appear to be tilted more steeply down slope than observed in 2019. The small block failure did not damage any existing infrastructure (i.e., the above-ground half round CMP along the base of the slope) and occurred approximately 120 feet west of the Powerhouse. It is possible that small (1 to 3 feet in dimension) block failures in this area will continue. At a minimum, these failures have the potential to damage the half round CMP directly downslope of the area. A close-up view of the failure location is shown in Photograph 2024-1 below.

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Photograph 2024-1. Close-up view of recent block failure location via planar sliding on bedding. Incipient block failure (approximately 1-foot in dimension) circled in red.

The condition of the slope above the powerhouse has changed little since 2019. A veneer of new colluvial debris sourced primarily from road fill material mantles portions of the slope directly below the access road. New erosion along the downslope edge of the access road was also noted. One new discrete, surficial failure was identified on the east margin of the swale (Figure 2). The failure is approximately 12 feet long, 8 feet wide, and less than a foot thick. The failure and new colluvial materials are identified in Photographs 2024-2, 2024-3, 2024-4 and 2024-5 below.

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Photograph 2024-2. Recent shallow failure above Powerhouse and erosion along edge of access road. View is to the West.



Photograph 2024-3. View of recent shallow failure above Powerhouse, and erosion along edge of access road. View is to the North.



Photograph 2024-4. View of the recent shallow failure and erosion along the edge of the access road from below. View is to the South.

All of the new sloughing and erosion appears to be primarily concentrated within the road fill material. As shown in the test pit log of TP-3 (Figure 3), the road fill is approximately 1 foot thick and overlies weak, rippable rock to a depth of approximately 3.5 feet. Without mitigation, progressive erosion of downslope edge of the road is expected to continue, primarily sourced from this shallow material.

Above the southeast corner of the Powerhouse (and adjacent to the debris flow swale), a bedrock "spur" exposes some of the harder rock observed at the site. Relatively well-developed bedding and several prominent joints give the rock a slightly blocky appearance (Appendix A Photograph 10). This outcrop and a knob of similar looking rock further to the east (downstream) exhibited large cavities and spheroidal voids, with local overhanging sections. The voids and cavities appear to be related to weathering processes. The overhanging sections in these outcrops have the potential to become unstable over time and at a minimum, small block failures from these outcrops are possible.

2.2.3. Lake Nacimiento Drive Slopes

The uphill (south) side of Lake Nacimiento Drive is bordered by rock cuts up to about 80 feet high, whereas the downhill (north) side of the road is situated on cuts and fills (Appendix A Photograph 11). Borings drilled by RUST (1995b) indicate the fills are on the order of about 23 feet thick in places and generally consist of medium dense, silty sand. The cut slopes and other natural exposures adjacent to the road expose sandstone similar to that observed around the Powerhouse.

Our observations indicate the road generally is performing well, without obvious evidence of an incipient large slope instability. Minor, discontinuous transverse cracks are observed throughout the roadway, but

none exhibit differential (vertical) movement or appear to be significant in any way. At a couple of locations transverse-oriented patches were also noted. Most cracks near the edge of the road are coincident with vegetation growth, which accentuates their appearance. Longitudinal cracks and subtle depressions along the edges of the paved roadway also appear to be minor (Appendix A Photograph 12). Some of these features likely are due to "wear and tear" from vehicular traffic. In many areas surface drainage is clearly eroding the unpaved portion of the outer edge of the roadway, causing the asphalt to crack, bend, and eventually break off. Several long, linear patches were apparent along the inside edge of the roadway where this has happened (Appendix A Photographs 13 and 14). Only one section along the outer edge of the roadway showed signs of apparent settlement or differential movement (Appendix A Photographs 15 and 16). This area is about 25 feet long and is the same "settled" area noted by RUST (1995b). One continuous arcuate crack in this area shows about ⅛ to ¼ inch of differential (vertical) movement. The 2024 reconnaissance revealed no major changes in the roadway since 2019. Several new small pothole repair patches were noted. These patches did not appear to be related to damage from settlement or slope stability issues. No new settlement was observed.

Along the outer edge of the road, the fill slopes are steep and shallow sloughing and erosion affects the upper parts of the slope (Appendix A Photographs 17 and 18). Near the top of the slopes by the roadway, vegetation is sparse and consists primarily of grasses. The fill in these areas are extensively burrowed and appear loose at the surface (Appendix A Photograph 19). Sloughing of the upper fill slopes becomes progressively worse to the east (towards the dam), but nowhere does it encroach on the paved roadway. Except for one area, the guardrail and posts along the outer edge of the road are straight and plumb throughout this area. Some minor, surficial sloughing since 2019 was observed along the edge of the fill slope during the 2024 reconnaissance. The guardrail posts remain unchanged since 2019.

Further below the roadway, two prominent gullies have eroded into the fill. These were not observed in the field because of access constraints and vegetation, but they are apparent in the available LiDAR data. The gullies likely are the result of uncontrolled runoff from the roadway.

Near the eastern end of our map area, an 18-inch culvert is buried beneath the roadway (Appendix A Photograph 20). The culvert collects surface runoff from the road and a large, natural drainage on the south side of the road and conveys it to the north side of the road. At the downstream end, the culvert discharges directly onto the natural slope below the road and road fill. This area has experienced significant erosion from historical rain events, which has undermined one 4x6 post of the guardrail and compromises several others (Appendix A Photograph 21). Further below the road, the culvert has eroded a gully about 6 feet deep and 6 feet wide that extends down to the edge of the dam (Appendix A Photographs 22 and 23). The bottom of the gully exposes bedrock in several locations, and older colluvium is exposed in the gully walls. In the vicinity of the culvert outlet, no additional erosion since 2019 was observed during the 2024 reconnaissance.

2.3. Bedrock Structure and Kinematic Assessment

2.3.1. Bedrock Structure

As described above, most of the sandstone at the site is massive, with subtle bedding observed or inferred only in a few places. Relatively "good" bedding was observed at only a couple of locations,

including the bedrock spur and in the cut slope for the access road above the Powerhouse (see Figure 2). Bedrock joints were observed in numerous outcrops, but they were not pervasive or continuous across the site. Well-developed, systematic joints were observed only at a few locations. GEI collected 14 new discontinuity measurements across the site during the 2024 reconnaissance, which was added to the existing 2019 dataset of 44 measurements. Figure 6 shows a stereonet plot of the combined 58 discontinuities (bedding and joints) that were measured during both field mapping efforts. As shown in Figure 6, 4 discontinuity sets were interpreted from these data listed below in order of prominence with their corresponding average set plates (strike/dip in degrees, right-hand-rule[2]):

- Bedding (268/49)
- Joint Set 1 (J1) (200/82)
- Joint Set 2 (J2) (139/63)
- Joint Set 3 (J3) (194/38)

The additional discontinuity data collected during the 2024 reconnaissance indicates that the typical bedding orientation dips to the north, which deviates somewhat from the northeast dip direction reported in 2019 using a smaller dataset. This is closer to the average dip direction of the slope above the powerhouse. This suggests that the slope may be susceptible to kinematic failures via planar sliding on bedding discontinuities. This is corroborated by observations of small block failures on bedding surfaces (such as that described in Appendix A Photograph 7).

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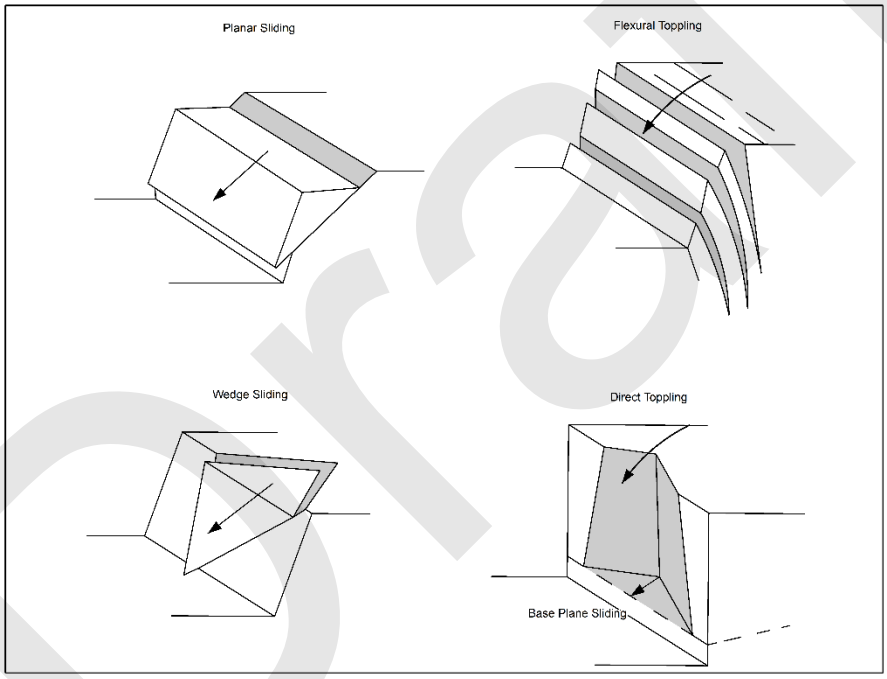
[2] Right-hand-rule is a data reporting convention where the strike trend is recorded in the azimuth direction such that the true dip (incline) of the plane is to the observer's right.

3. Kinematic Assessment

3.1.1. Kinematic Assessment Overview

A basic kinematic evaluation of the slope above the Powerhouse was performed to evaluate several discontinuity-controlled failure types. The failure types include planar (block) sliding, wedge sliding, flexural toppling, and direct toppling, schematically shown below as Inset 1. These analyses were performed using a discontinuity friction angle of 30 degrees, based on published values for rock similar to that observed at the slope (Hoek and Bray, 1997). The kinematic analyses did not consider cohesion of the discontinuities, which is conservative.

Inset 1. Kinematic Failure Mode Schematic



Planar failures can occur when a plane of weakness (such as a joint) daylights in a slope at an angle steeper than the angle of friction of the joint surface and when the angular range between the strike of the potential failure plane and the strike of the slope face (termed lateral limits) are less than about 20 to 30 degrees.

Wedge failures can occur when two discontinuities within the cut slope intersect and their line of intersection (termed plunge line) daylights in the slope and plunges at an angle steeper than the friction angle of the joints. In these cases, unstable “wedges” of rock can slide out of the slope. Wedge failures can often include a third joint that acts as a “releasing” joint.

Flexural toppling failures can occur when closely spaced discontinuities within the cut slope are steeply dipping into the slope face and the lateral limit is less than about 30 degrees. Flexural toppling can only

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occur when planes (discontinuities) can slide with respect to each other, ultimately leading to flexure and breaking off of rock slabs that can fall out of the rock face.

Direct toppling is a more common mechanism and can occur when two steeply-dipping discontinuities intersect to form a plunge line dipping into the slope and a third low-angle joint acts as a release plane (or sliding plane) for the discrete block, allowing it to fall or slide out of the slope. Both toppling mechanisms (flexural and direct) also consider the friction angle of the joints.

3.1.2. Analysis and Results

All set planes and intersections within the dataset were evaluated using the computer software program Dips (Version 8.0) by Rocscience. An average dip direction of 356 degrees was used for the slope, which is sub-parallel to the dip direction of bedding. Because of this, the results of the analysis indicate that the slope's susceptibility to kinematic failure is sensitive to the selection of the slope inclination input parameter.

The average inclination of the slope above the Powerhouse is approximately 40 degrees, but locally varies widely between 20 and 75 degrees (Figure 5). Where the slope inclination is less than 40 degrees, or where the dip of the bedding exceeds the slope inclination, planar sliding failures are considered unlikely. Where the slope is inclined at or steeper than 49 degrees, or where the dip of the bedding is less than the slope inclination (i.e., bedding daylights in the slope), planar sliding failures are possible. The slope above the powerhouse exhibits a dip direction of approximately 356 degrees, which is sub-parallel to the dip direction of bedding.

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4. Discussion

In general, the geologic conditions observed on the slopes above the Nacimiento Powerhouse appear to be similar to those described by RUST (1995a) and GEI (2019). No significantly different conditions, or imminent slope failures were identified, but weathering and erosion of the weak sandstone bedrock is ongoing and future slope failures should be expected. Our observations suggest the "typical" slope failure in this area involves a relatively shallow "veneer" of sandstone or colluvium, as opposed to larger, deep-seated rotational or planar failures and debris flows. As described in this report, thin slabs of bedrock are being heaved off by roots at numerous locations and future failures of this type are certain to occur.

The 1995 debris flow evacuated most of the older colluvium that filled the swale behind the Powerhouse, so future debris flows of similar magnitude and volume from this swale are considered unlikely. It is possible, however, that material could fail from the higher slopes above the access road and enter the swale below the road. Given its geometry, any material that enters the swale could move downslope to the Powerhouse or penstock.

As described in this report and shown in Figure 2, there are other colluvial deposits on the slopes adjacent to the Powerhouse. It is possible that some (or all) of this material could fail during a storm event but based on the relatively small size and position near the toe of the slope, such a failure is not likely to damage the Powerhouse or penstock. Bedrock failures from the spur above the Powerhouse (see Appendix A Photographs 1 and 10) also are possible, but these would likely be small blocks that would break up upon impact with the lower slopes and Powerhouse. A larger (global) failure of the spur via planar sliding is possible but deemed unlikely. Based on the location and orientation of the spur, bedrock failures would not likely be directed toward the penstock.

The slopes below Lake Nacimiento Drive generally appear stable, but shallow erosion of the fill slopes is active and ongoing. Cracks in the asphalt pavement appear to be minor and mostly unrelated to distress of the underlying fills. The "settled" area noted by RUST (1995b) appears to be unchanged based our observations from 2019 and 2024. This area exhibits an arcuate crack about 25 feet long with a maximum vertical displacement of about ¼ inch. This area occurs adjacent to an area of shallow sloughing at the road edge and is the only clear feature that may reflect distress of the underlying fill in the roadway. There is no obvious corresponding feature (such as a slump) in the adjacent fill slope. The shallow sloughing in this area is likely related to uncontrolled runoff from the roadway.

Other "defects" in the roadway appear to be related to erosion from poor surface drainage, or general "wear and tear" from vehicular traffic. Long narrow reaches of broken or patched asphalt along the outer edges of the pavement are clearly the result of surface erosion at the edge of the pavement, and they may be aggravated by vehicles. The deep erosion gully at the downstream end of the culvert is beginning to encroach on the roadway, but this area is underlain by bedrock, so failure of the roadway seems unlikely. The condition of this erosion gully appears relatively unchanged between 2019 and 2024. This culvert should be improved, however, to prevent additional headward erosion from occurring.

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MCWRA has advanced a stabilization measure for the access road above the powerhouse, with a soil nail wall at the failure chute now designed and scheduled for construction, with completion anticipated by October 2026. Implementation of this improvement is expected to reduce the likelihood of continued material loss and associated narrowing of the road prism, thereby helping to maintain long-term vehicular access in this area.

Protection of the exposed portion of the penstock from debris and rockfall impacts is currently being advanced under a separate design effort by GEI. The measure includes consideration of a wall or barrier system, consistent with the recommendations of RUST (1995a), to reduce the potential for impact-related damage associated with ongoing slope processes.

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5. Conclusions and Recommendations

The following conclusions and recommendations build upon the 2019 slope evaluation, and incorporate recent geologic mapping and updated information. Certain recommendations from the 2019 evaluation have been omitted or consolidated to reflect current project scope and status. Recommendations related to drainage improvements along Lake Nacimiento Drive are being progressed by MCWRA under a separate effort and are not included herein. In addition, one prior recommendation has been removed because its intent is being addressed by the penstock protection measures currently under design by GEI.

1. The condition of the slopes above Nacimiento Powerhouse do not differ significantly from those described by RUST (1995a) and GEI (2019). New minor sloughing and erosion of the downslope side of the access road was observed during the 2024 reconnaissance.

2. The condition of the slopes below Lake Nacimiento Drive do not differ significantly from those described by RUST (1995b).

3. We recommend building a wall or barrier to protect the exposed portion of the penstock from future debris or rockfall impacts. As previously recommended by RUST (1995a), this could be an extension of the existing concrete wall directly upstream of the Powerhouse. This measure is being carried forward as part of the penstock protection measures currently under design by GEI.

4. Road improvements, including construction of a soil nail wall along the downslope side of the access road above the powerhouse (at the failure chute), have been designed by MCWRA, with construction currently planned for completion by October 2026. The addition of the soil nail wall, although not specifically intended to stabilize a global planar failure, will provide additional resistance to potential kinematic bedrock failures. Continued sloughing and erosion without mitigation could restrict vehicular access along the road; therefore, implementation of the planned improvements is appropriate and consistent with the recommendations herein.

5. Hydroseeding and/or some type of erosion control mat could be considered for the uppermost part of the fill slopes adjacent to Lake Nacimiento Drive.

6. Monitoring of the bedrock spur above the Powerhouse should be performed periodically during the rainy season and after large storm events. The side and top of the spur (adjacent to the access road) should be visually inspected for open cracks, standing water (at the top), or seepage from joints/fractures in the rock mass.

7. Consideration should be given to removing the shrubs and small trees on the slopes directly above the Powerhouse and exposed penstock to prevent additional root-jacking. At present this process is actively jacking thin (≤ 12-inch-thick) slabs of rock and this likely will continue to occur and contribute to degradation of the slopes. If recommendation #3 is implemented, vegetation removal becomes less relevant.

Draft

6. Limitations

The recommendations made in this report are based on the assumption that soil and rock conditions in the project area do not deviate appreciably from those described herein or disclosed in our review of available information and limited field mapping. Recommendations are made for the specific project and areas described in this report. Changes that may occur at the project site over time should be evaluated by GEI for their effects on these recommendations.

In the performance of its professional services, GEI, its employees, and its agents comply with the standards of care and skill ordinarily exercised by members of our profession practicing in the same or similar localities. No warranty, either express or implied, is made or intended in connection with the work performed by us, or by the proposal for consulting or other services, or by the furnishing of oral or written reports or findings. In the event conclusions or recommendations based on these data are made by others, such conclusions and recommendations are not our responsibility unless we have been given an opportunity to review and concur with such conclusions or recommendations in writing.

Draft

7. References

Dibblee, T.W. Jr., (2006), Geologic Map of the Tierra Redonda Mountain Quadrangle, Monterey and San Luis Obispo Counties, California: Dibblee Foundation Map DF-222, scale 1:24,000.

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Hoek, E., and Bray, J.W. (1997). Rock Slope Engineering, Revised Third Edition: E. & F.N. Spon, Limited for the Institution of Mining and Metallurgy, 358 p.

Marliave, C., (1957), Preliminary Geological Report on Pleyto “B” Dam Site, San Antonio River, Monterey County, California: letter to Chester Dudley of the Monterey County Flood Control District dated January 7, 1957.

RUST Environment & Infrastructure (1995a), Investigation of Slope Failures Due to Debris Slides above the Nacimiento Dam Powerhouse, prepared for Monterey County Water Resources Agency, September 1995.

RUST Environment & Infrastructure (1995b), Investigation of Lake Nacimiento Drive Slope Feature, prepared for Monterey County Water Resources Agency, September 1995.

Draft

Figures

Figure 1. Project Location and Vicinity

Figure 2. Geology of Slope Above Powerhouse

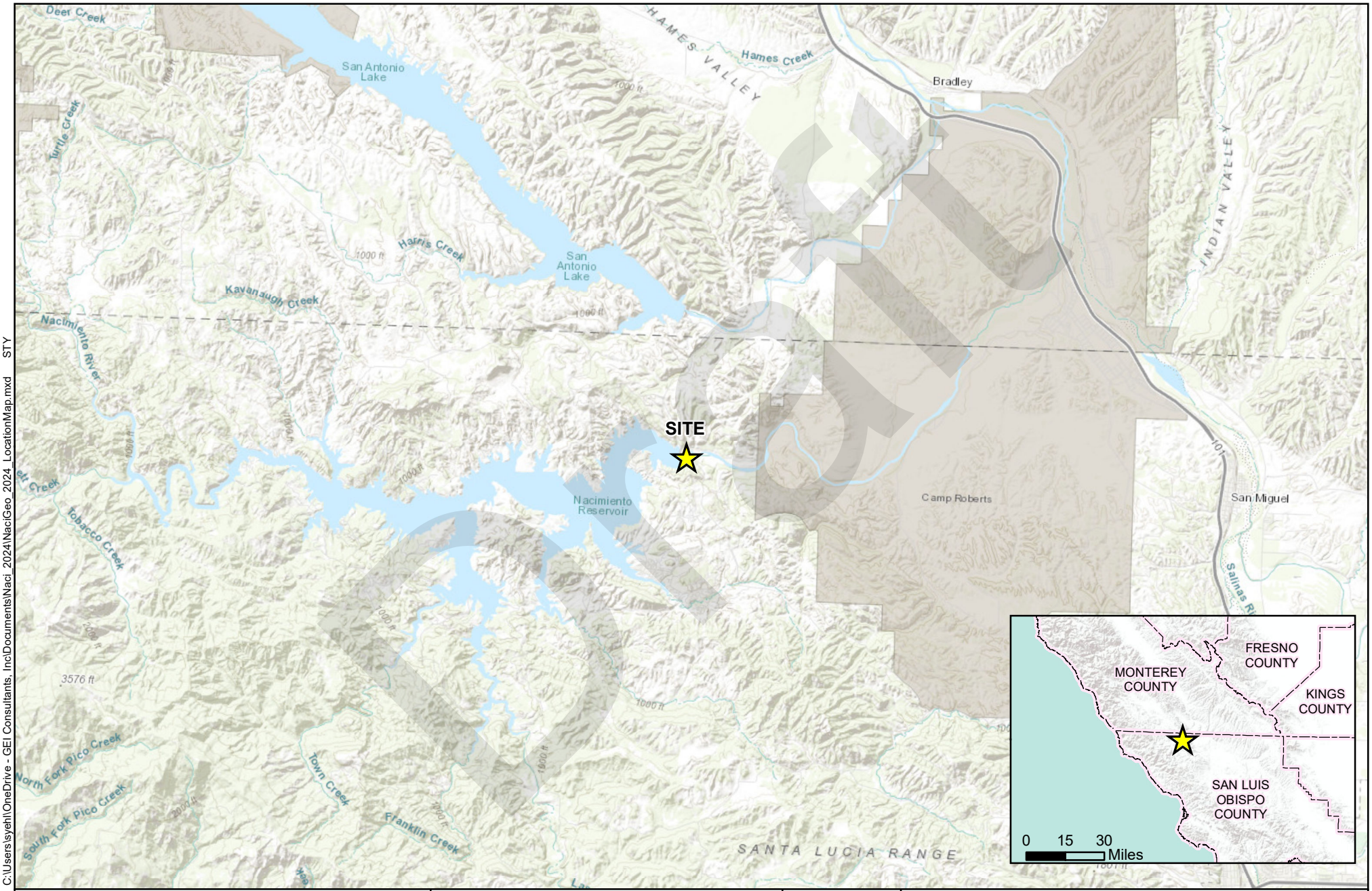
Figure 3. Log of Test Pit TP-3

Figure 4. Regional Geology

Figure 5. Slope Inclination (Degrees)

Figure 6. Stereonet of Discontinuities

Draft



0 1.25 2.5 5 Miles

Nacimiento Powerhouse Slope Evaluation
San Luis Obispo County, California

MCWRA

GEI Consultants

PROJECT LOCATION AND VICINITY

January 2025

Figur 497

21-Aug-2024 C:\Users\syehl\OneDrive - GEI Consultants, Inc\Documents\Naci_2024\NaciGeo_2024_LocationMap.mxd STY

Explanation

- Test Pit (GEI, 2023)
- Strike and Dip of Joint
- Strike and Dip of Bedding
- Erosion Gully
- Geologic Contact; approximate

Geologic Units

- af — Artificial Fill (Historical)
- Qc_y — Younger Colluvium (Quaternary)
- Qc_o — Older Colluvium (Quaternary)
- Tvt — Vaqueros Formation (Miocene)

Penstock Exposed
Powerhouse
Nacimiento Dam
Access Road
TP-3
1995 Debris Flow Chute
Shallow sloughing at road edge
Guard rail undermined
Minor settlement
Slight depression
18" CMP
Minor erosion along inside edge of road
Minor erosion along edge of road
Lake Nacimiento Drive

Notes:
1) Elevation Data derived from 2018 FEMA LiDAR: Region 9, CA.
2) Vertical Datum is NAVD88.
3) Geology and observations from field mapping by S. Yehl & T. Crampton (October 2019) and S. Yehl & C. Bain (June 2024).

0 25 50 100 Feet

Nacimiento Powerhouse Slope Evaluation
San Luis Obispo County, California

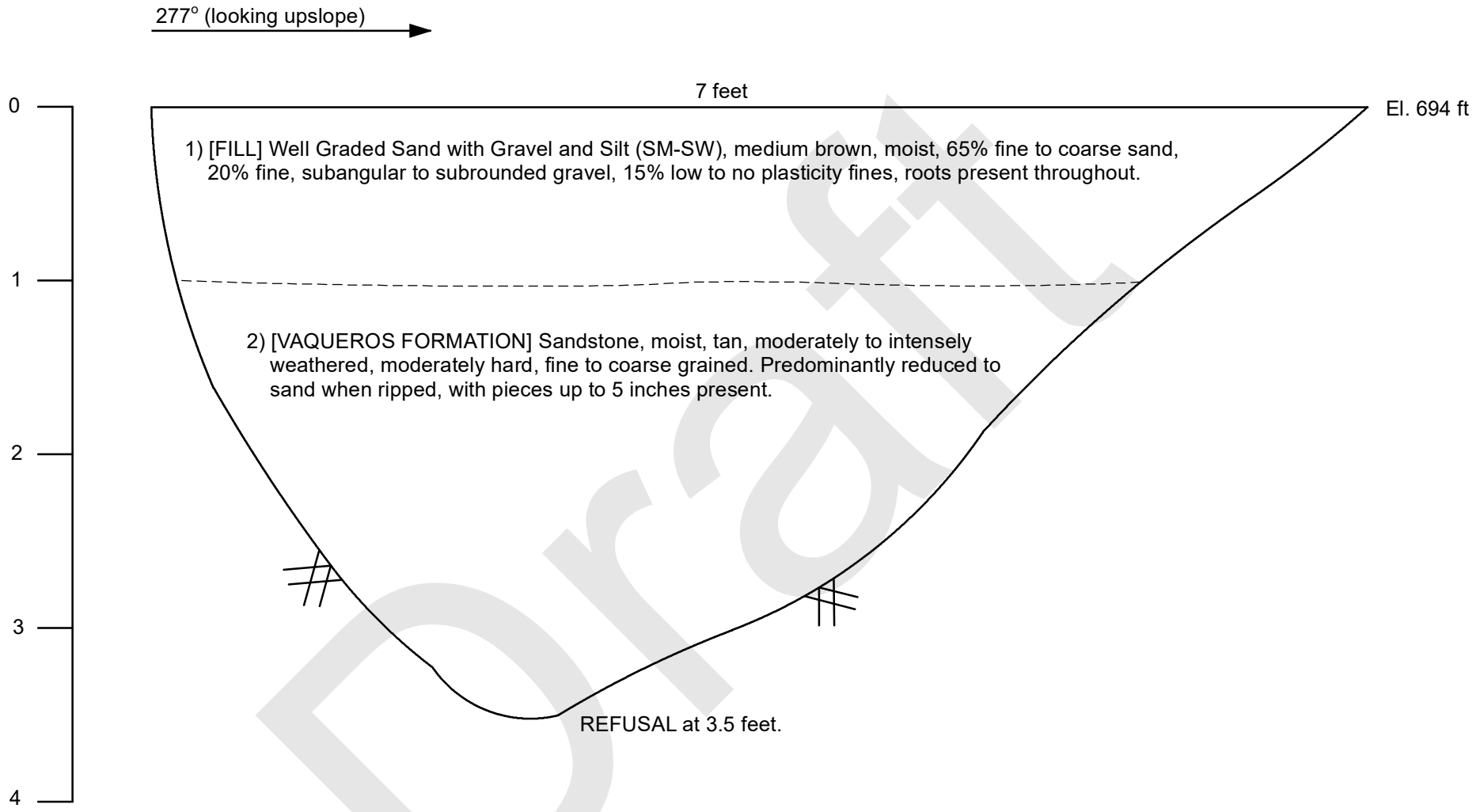
MCWRA

GEI Consultants

GEOLOGY OF SLOPE ABOVE POWERHOUSE

January 2025 Figure 2

14-Jan-2025 C:\Users\syehl\OneDrive - GEI Consultants, Inc\Documents\Naci_2024\NaciGeo_2024.mxd STY



Draft

Logged by: B. Tognolinim (GEI)
Excavated: May 31, 2023
Bucket: 12"
Test Pit Width: 16"
Samples: TP-3-1 (Bulk; 0 - 3.5')
Location: Access road above powerhouse.12' along road alignment measured from telephone pole.

14-Jan-2025 C:\Users\syehl\OneDrive - GEI Consultants, Inc\Documents\Naci_2024\TP3.mxd STY

Nacimiento Powerhouse Slope Evaluation
San Luis Obispo County, California

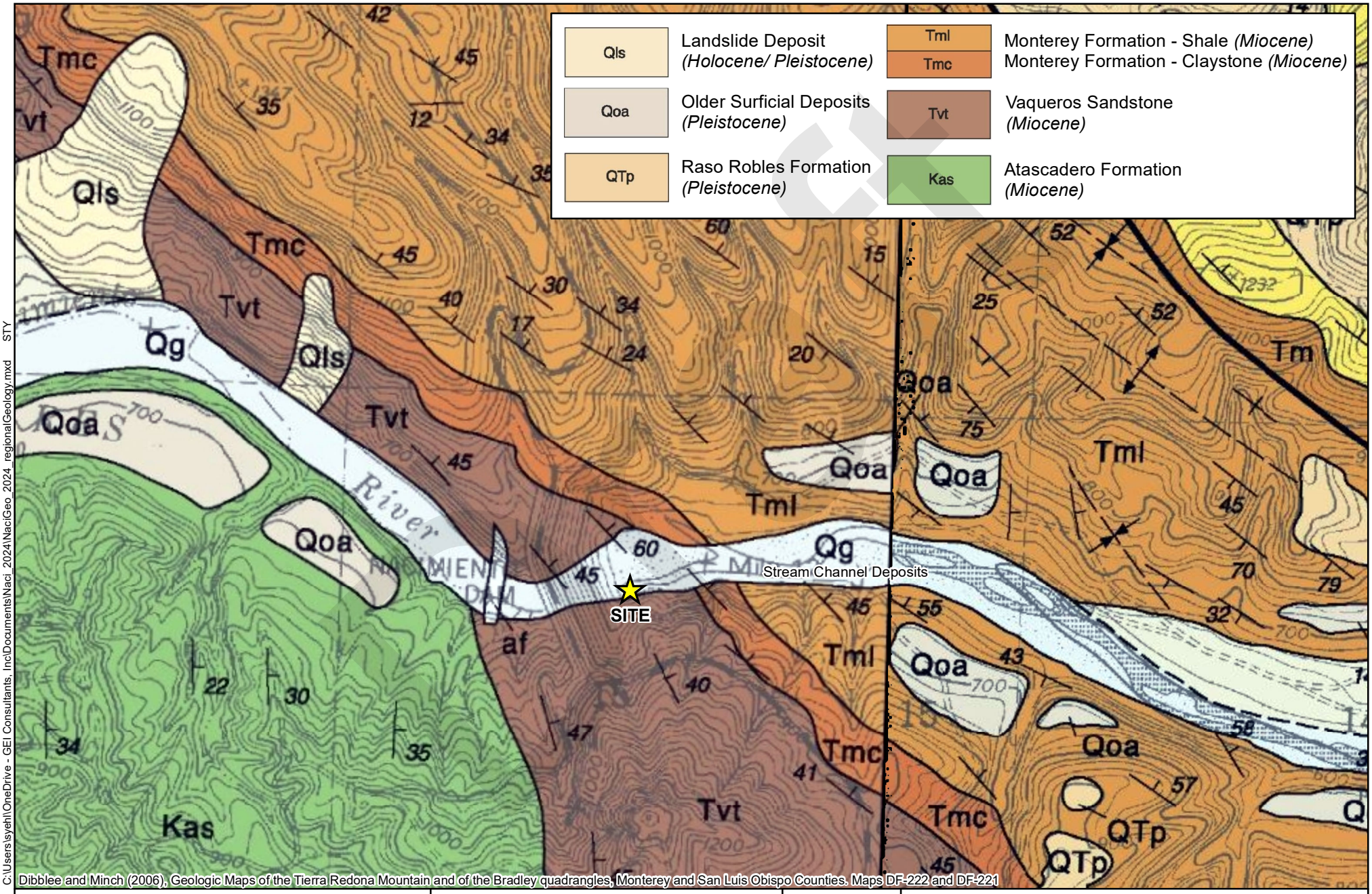
MCWRA

GEI Consultants

LOG OF TEST PIT TP-3

July 2023

Figur 499



0 500 1,000 2,000 Feet

Nacimiento Powerhouse Slope Evaluation
San Luis Obispo County, California

MCWRA

GEI Consultants

REGIONAL GEOLOGY

January 2025

Figur 500

21-Aug-2024 C:\Users\syeh\OneDrive - GEI Consultants, Inc\Documents\Naci_2024\NaciGeo_2024_regionalGeology.mxd STY

Slope
(Degrees)

- 0 - 30
- 30 - 40
- 40 - 50
- 50 - 60
- 60 - 70
- 70 - 81

Nacimiento Powerhouse

Nacimiento Dam

Access Road

Lake Nacimiento Drive

NOTE:
1) Topographic data derived from 2018 FEMA LiDAR: Region 9.

0 25 50 100 Feet

N W E S

Nacimiento Powerhouse Slope Evaluation
San Luis Obispo County, California

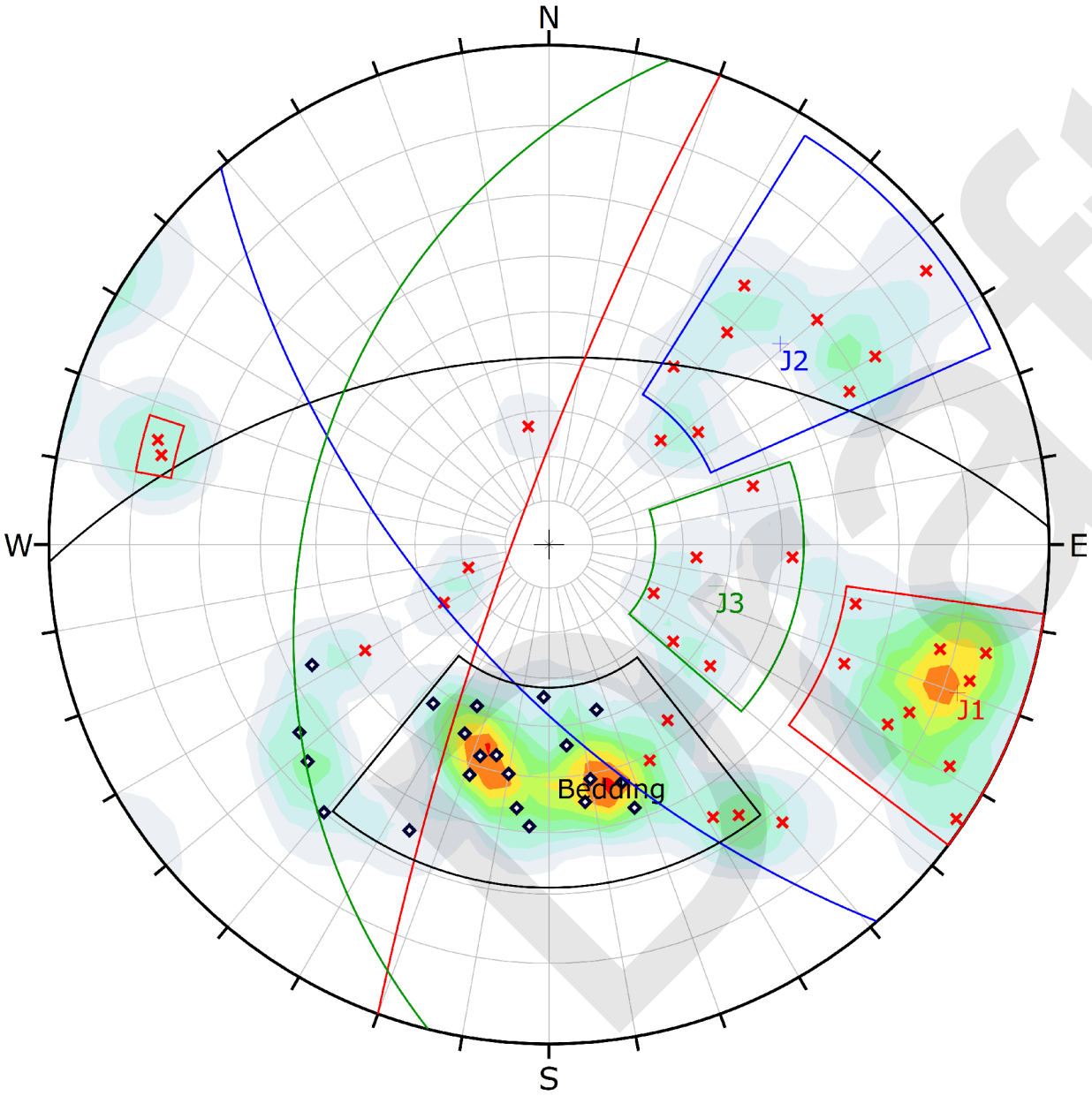
MCWRA

GEI Consultants

SLOPE INCLINATION (DEGREES)

January 2025 Figure 5

21-Aug-2024 C:\Users\syeh\OneDrive - GEI Consultants, Inc\Documents\Naci_2024\NaciGeo_2024_slp.mxd XXX



Symbol	TYPE	Quantity
◇	Bedding	22
×	Joint	36

Color	Density Concentrations
	0.00 - 0.90
	0.90 - 1.80
	1.80 - 2.70
	2.70 - 3.60
	3.60 - 4.50
	4.50 - 5.40
	5.40 - 6.30
	6.30 - 7.20
	7.20 - 8.10
	8.10 - 9.00

Contour Data	Pole Vectors
Maximum Density	8.42%
Contour Distribution	Fisher
Counting Circle Size	1.0%

	Color	Strike (Right)	Dip	Label
Mean Set Planes				
1m		268	49	Bedding
2m		200	82	J1
3m		139	63	J2
4m		194	38	J3

Plot Mode	Pole Vectors
Vector Count	58 (58 Entries)
Hemisphere	Lower
Projection	Equal Angle

Draft

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15-Jan-2025

Nacimiento Powerhouse Slope Evaluation
San Luis Obispo County, California

MCWRA

GEI Consultants

STEREONET OF DISCONTINUITIES

January 2025

Figur 502

Appendix A Photographs from 2019 Report and 2024 Comparison Photographs

Draft



2019 Photograph 1. Slopes above Nacimiento Powerhouse showing the swale (red lines) that failed in 1995.



2024 Photograph 1. Minimal change from 2019. Arrow indicates minor slump within swale.



2019 Photograph 2. Looking down debris flow swale from access road. Note exposed penstock in middle left (arrow) and geologist (circled) for scale.



2024 Photograph 2. Minimal change from 2019. Veneer of new colluvial debris in lower left (circled).



2019 Photograph 3. Cut slope at bottom of swale and exposed penstock. Note half-round CMP and erosion of wall backfill.



2024 Photograph 3. No change from 2019.



1986 Photograph 4. Powerhouse construction photograph (circa 1986) showing cut slope and debris-filled swale (above red line).

Draft



2019 Photograph 5. Rock cut for access road above Powerhouse. Note roots behind slab of sandstone.



2024 Photograph 5. No change from 2019.



2019 Photograph 6. Failed slab of rock. Note roots on failure surface and in fractures in front of the geologist.

Draft



2019 Photograph 7. Roots growing along bedding planes dipping out of slope in outcrop upstream of Powerhouse and exposed penstock.



2024 Photograph 7. Small (1 foot in dimension) block failure since 2019. Failure occurred via planar sliding along bedding. Trees appear to be leaning down slope slightly more than observed in 2019.



Photograph 8. Failed slab of rock behind Powerhouse. Note roots on the failure surface.



2024 Photograph 8. No change from 2019.



2019 Photograph 9. Debris from recent slope failure behind Powerhouse.



2024 Photograph 9. No change from 2019.



2019 Photograph 10. Bedrock “spur” above Powerhouse. Note apparent bedding (marked by arrows).



2024 Photograph 10. Veneer of new colluvial debris since 2019.



2019 Photograph 11. Lake Nacimiento Drive, showing cuts above road and fills below.



2024 Photograph 11. Minimal change since 2019.



2019 Photograph 12. General condition of roadway, showing minor cracks.



2024 Photograph 12. Minor road patch repairs since 2019. Marginal difference in overall road condition.



2019 Photograph 13. Erosion along inside edge of roadway. Note minor cracks and asphalt patch in upper middle.

Draft



2019 Photograph 14. Asphalt patch in area of erosion along inside edge of road.



2024 Photograph 14. Minimal change since 2019.



2019 Photograph 15. Arcuate crack in roadway exhibits minor settlement. Note weeds growing in cracks.



2024 Photograph 15. Minimal change from 2019.



2019 Photograph 16. Same area shown in Photograph 15. Note straight guardrail and plumb posts.



2024 Photograph 16. No discernable change from 2019.



2019 Photograph 17. Shallow sloughing of upper fill slopes (looking east).



2024 Photograph 17. Minimal change since 2019.



2019 Photograph 18. Shallow sloughing of upper fill slopes (looking west).



2024 Photograph 18. Continued shallow sloughing of upper fill slopes.



Photograph 19. Network of burrows in loose, sandy fill at edge of road.



2019 Photograph 20. Culvert beneath Lake Nacimiento Drive. Note the culvert appears partially collapsed but is open.



2019 Photograph 21. Guardrail post undermined at head of gully above culvert outfall.



2024 Photograph 21. Minimal change since 2019.



2019 Photograph 22. Deep erosion gully below culvert. Note guardrail in top middle of photograph.

Draft



2019 Photograph 23. Gullies on slopes above right downstream groin of dam. The arrows mark the downstream end of the gully shown in Photograph 22.



2024 Photograph 23. Minimal change since 2019.

NOTICE INVITING BIDS
MONTEREY COUNTY WATER RESOURCES AGENCY
REQUEST FOR BID WRA #26-005

NOTICE IS GIVEN that the Monterey County Water Resources Agency is Inviting Bids from qualified and experienced contractors.

PROJECT: Nacimiento Dam South Access Road Repairs (RFB WRA #25-006)

SUMMARY OF WORK: The WORK consists of rehabilitation of the South Access Road at Nacimiento Dam, near Paso Robles, CA. The South Access Road is a non-paved secondary maintenance access road leading to and from the dam, and it was damaged during the 2023 winter storms. Three sites along the access road require storm damage repairs. Soil nail retaining walls will be constructed at two of the storm-damaged sites. The third repair site is to be graded back to pre-storm conditions. All work will be performed in conformance with the approved engineered plans and the grading permit issued by the County of San Luis Obispo. The Work also includes all administrative, coordination, scheduling, submittal, documentation, and project-management duties required by the Contract Documents.

BID OPENING: MCWRA will receive all sealed bids until 9:00 a.m., PDT, on Friday June 6th, 2025; sent to the attention of: Monterey County Water Resources Agency, 1441 Schilling Place, North Building, Salinas, CA, 93901. At such time, bids will be publicly opened and read aloud. Bids are to be submitted for the entire work described and included in the Contract Documents. Bids shall be sealed, and clearly marked on the outside with the Bidder name and Bid Number. BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED UNOPENED TO BIDDER.

PROPOSAL DOCUMENTS: The Bid documents and Technical Specifications are available on the Agency's website: MCwater.info or they can be requested by contacting Pete Vannerus at cladero nc@countyofmonterey.gov

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting and job walk will occur at the replacement well project site TBD. Location is at the end of Rodgers Road in Bradley, California, shown in the map from the Technical Specifications. Attendance to this site visit and pre-bid meeting is mandatory for Bid acceptance.

FOR ADDITIONAL INFORMATION CONTACT:
Chris Calderon, Water Resources Engineer
Monterey County Water Resources Agency
1441 Schilling Place – North Building, Salinas CA, 93901
cladero nc@countyofmonterey.gov

Dated:

Ara Azhderian, General Manager of the Monterey County Water Resources Agency
County of Monterey, State of California.

By_____

DRAFT

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

BOARD ORDER No. **26-027**

RECOMMEND TO THE COUNTY OF MONTEREY BOARD OF SUPERVISORS TO ADOPT PLANS AND SPECIAL PROVISIONS FOR THE SOUTH ACCESS ROAD REPAIR AT NACIMIENTO DAM, PROJECT NO. 26-005; AND AUTHORIZE THE GENERAL MANAGER OF THE MONTEREY COUNTY WATER RESOURCES AGENCY TO ADVERTISE THE "NOTICE TO BIDDERS" IN THE MONTEREY COUNTY WEEKLY.	))))))

Upon motion of _____, seconded by _____, and carried out by those members present, the Board of Directors hereby:

1. Approve recommending to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and

2. Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly.

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

County of Monterey

Board Report

Legistar File Number: WRAG 26-205

Item No.10

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

June 15, 2026

Introduced: 6/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Consider receiving the Deep Aquifers Management Recommendations Memorandum.

RECOMMENDATION:
It is recommended that the Monterey County Water Resources Agency Board of Directors:
Receive the Deep Aquifers Management Recommendations Memorandum.

SUMMARY/DISCUSSION:
The Deep Aquifers Management Recommendations Memorandum ("Memo," Attachment 1) was developed collaboratively by the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA"), Monterey County Water Resources Agency ("MCWRA"), County of Monterey, and Marina Coast Water District Groundwater Sustainability Agency ("MCWDGSA") to provide a framework for protecting and sustainably managing the Deep Aquifers as a groundwater resource. The Memo builds upon the 2024 Deep Aquifers Study ("Study") and subsequent groundwater sustainability evaluations and data collection efforts.

In portions of the Salinas Valley, the Deep Aquifers are an increasingly important source of groundwater for agricultural, municipal, industrial, and domestic uses. Historically considered a strategic reserve, these deeper groundwater formations are now experiencing increased extraction as seawater intrusion and declining water quality affect shallower overlying aquifers.

The Study found that groundwater levels in the Deep Aquifers have declined over the past two decades, resulting in groundwater elevations below those of overlying aquifers in many locations. This has resulted in a reversal of historical hydraulic gradients that increases the risk of both lateral seawater intrusion from the coast and downward migration of degraded groundwater from the 180-Foot and 400-Foot Aquifers. The Study also documented ongoing groundwater storage losses, estimated at approximately 9,000 to 9,600 acre-feet annually, and identified areas of concentrated pumping near Castroville, west of Salinas, and within the Seaside region.

Recent Groundwater Sustainability Plan ("GSP") evaluations completed since the Study was published further indicate that groundwater level sustainability thresholds have been exceeded consistently in the Deep Aquifers since the GSPs were prepared. Monitoring data show continued groundwater level declines and increasing vulnerability to seawater intrusion. SVBGSA and MCWDGSA have expanded the Deep Aquifers monitoring networks to address data gaps, installing new dedicated Deep Aquifers monitoring wells, and improving groundwater models to better understand aquifer conditions and guide management decisions.

To address these concerns, the Memo recommends a combination of interim and long-term management actions. Near-term actions include development of a Seawater Intrusion Response Plan, implementation of demand management measures where groundwater sustainability concerns are most acute, evaluation of well permitting policies, and continuation of well destruction programs to eliminate anthropogenic pathways that could facilitate movement of seawater intruded groundwater between aquifers. These measures are intended to provide immediate protection while longer-term water supply and recharge projects are developed.

The Memo also identifies a portfolio of long-term projects designed to reduce dependence on Deep Aquifers pumping and restore groundwater levels. These include expansion and optimization of recycled water delivery systems, aquifer storage and recovery projects, brackish groundwater treatment and reuse, decentralized recharge projects, indirect potable reuse, desalination, and operational changes that improve management of existing groundwater supplies. Collectively, these projects are intended to diversify regional water supplies, enhance groundwater replenishment, and support long-term compliance with Sustainable Groundwater Management Act ("SGMA") requirements.

The Memo emphasizes that management of the Deep Aquifers must occur through existing statutory authorities, adopted Groundwater Sustainability Plans, and established governance structures. It does not create new regulatory requirements but instead provides a technical and policy framework for future consideration by local governing boards. Continued interagency coordination, adaptive management, and monitoring will be essential to protect the Deep Aquifers as a long-term water supply resource while maintaining local control of groundwater management under SGMA.

The Memo was part of the discussion on May 20, 2026, at an informational workshop hosted by MCWRA, SVBGSA, MCWDGSA, and the County of Monterey. An overview of the Monitoring Plan for the Deep Aquifers ("Monitoring Plan"), which is described in Section 4.3 of the Memo, was presented to the Board of Directors in November 2025. The Monitoring Plan was adopted by the MCWRA Board of Supervisors in December 2025, at the same time that a Memorandum of Understanding was executed by MCWRA to memorialize coordination among agencies toward implementation of the Monitoring Plan.

OTHER AGENCY INVOLVEMENT:
The Memo was developed collaboratively with the SVBGSA, MCWDGSA, and County of Monterey.

FINANCING:
There is no financial impact to receive this report. Funding for preparation of the Memo was provided in part by a grant awarded to MCWDGSA by the California Department of Water Resources. MCWRA's groundwater monitoring activities in the Deep Aquifers are part of the Groundwater Monitoring Program, which is included in MCWRA's FY 25/26 Adopted Budget and in the proposed FY 26/27 budget.

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

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

Attachments:
1. Deep Aquifers Management Recommendations Memorandum

Introduced: 6/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

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

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

Attachments:
1. Deep Aquifers Management Recommendations Memorandum

Deep Aquifers Management Recommendations Memorandum

March 2026

Prepared by the Deep Aquifers Agencies Working Group:

Salinas Valley Basin Groundwater Sustainability Agency
Monterey County Water Resources Agency
County of Monterey
Marina Coast Water District Groundwater Sustainability Agency

Deep Aquifers Management Recommendations Memorandum

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   - 1.2. Background
   - 1.3. Deep Aquifers Study
   - 1.4. Groundwater Sustainability Plans
   - 1.5. Recent Groundwater Conditions
   - 1.6. Deep Aquifers Memorandum

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   - 2.1. Seawater Intrusion Response Planning
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3. Long Term Management Actions
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4. Study-Based Management Considerations
   - 4.1. Guiding Principles from the Deep Aquifers Study
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References

Attachment 1. Progress Towards Filling Data Gaps and Addressing Uncertainties
   a) Monitoring Plan and Monitoring Network
   b) Data Gaps and Uncertainties
   c) Progress Toward Filling Data Gaps and Addressing Uncertainties
   d) Modeling Updates and Deep Aquifers Calibration

Attachment 2. Excerpt from 2010 Monterey County General Plan Chapter 5.0 Public Services Element.

Section 1. Overview

1.1 Purpose

The Deep Aquifers increasingly provide vital groundwater resources for domestic, industrial, and agricultural uses in the Salinas Valley within Monterey County. The Deep Aquifers Memorandum (DA Memo) supplements the Deep Aquifers Study (Study) prepared by Montgomery & Associates (M&A) for the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) and funding partners.

The Study defined the Deep Aquifers as water-bearing sediments lying beneath a relatively continuous clay-rich aquitard located about 500 to 900 feet below the land surface, extending below the 400-Foot Aquifer or its stratigraphic equivalent. Additionally, it offered twelve science-based guiding principles for groundwater users and agencies, focused on preventing further degradation of the Deep Aquifers and raising groundwater elevations to reduce risks of seawater intrusion and land subsidence. However, the Study did not recommend specific policies, projects, or management actions.

This DA Memo builds on recommendations in related earlier reports by the Monterey County Water Resources Agency (MCWRA), discussed below, as well as the Study's guidance. Its purpose is to create a recommended structure for managing the Deep Aquifers and to identify actions or projects that could be deployed to sustainably manage them.

Through collaboration among local agencies participating in the Deep Aquifers Working Group, this DA Memo refines interim local protective management actions, outlines potential long-term management approaches, strengthens monitoring coordination, and recommends pathways for operationalizing management actions within existing statutory authorities.

To adhere to the Sustainable Groundwater Management Act (SGMA), the recommended actions in this DA Memo may be necessary to ensure long-term sustainable groundwater supplies and retain groundwater management under local control.

The following sections summarize key findings from the Study to provide technical context for the management considerations presented later in this DA Memo. The background explains the hydrogeologic conditions that inform groundwater sustainability planning and preserves the technical work developed through the Study process. While detailed, the following information does not establish new regulatory requirements but provides the foundation for evaluating interim and long-term management options under existing authorities.

1.2 Background

In 2017, MCWRA issued a report titled "Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin" (2017 report). This report was prepared in response to a 2015 analysis that found seawater advancing inland and creating "islands" of saline groundwater in the 400-Foot Aquifer through vertical migration from overlying aquifers. The 2017 report identified an Area of Impact from seawater intrusion as that

portion of the 180/400 Foot Aquifer Subbasin in which chloride concentrations in either the 180-Foot or 400-Foot Aquifer are 250 milligrams per liter (mg/L) or greater.

The 2017 report raised concerns about the Deep Aquifers in addition to recommendations for proactively managing seawater intrusion in the 180-Foot and 400-Foot Aquifers, noting risks related to shifting pumping to the Deep Aquifers without sufficient knowledge about their hydraulic properties and sustainable yield. Concerned that increasing Deep Aquifers pumping could compromise this critical reserve, the 2017 report called for further scientific investigations about them and recommended treating the Deep Aquifers cautiously as a remaining relatively fresh water source.

In May 2018, the Monterey County Board of Supervisors enacted Interim Urgency Ordinance No. 5302 pending further investigation of the Deep Aquifers, prohibiting new well applications in the Area of Impact with some exceptions. It required monitoring and reporting of groundwater usage and quality for new wells. The ordinance, initially effective for 45 days, was extended by Ordinance No. 5303 to May 21, 2020; it expired at that time. The lapse of the ordinance, together with new data on well construction and groundwater pumping that occurred during the term of the moratorium, underscored the continued need for a comprehensive study of the Deep Aquifers.

Also in May 2020, MCWRA updated the 2017 report with additional information on the conditions in the Salinas Valley Groundwater Basin and the persistent threat of seawater intrusion on the reliability of groundwater as the primary water source for agriculture and communities in some areas of the Salinas Valley. Inland movement of groundwater with elevated chloride levels continued to be detected and affect the 180-Foot and 400-Foot Aquifers. MCWRA's 2020 seawater intrusion report noted that several areas between Castroville and Salinas had worsening trends. Though the Deep Aquifers continued to be unaffected, the report noted the importance of expanding monitoring in the Deep Aquifers to ensure early detection of seawater intrusion, should it occur.

MCWRA's 2020 report recommended protective management measures to safeguard the Deep Aquifers, recognizing their critical role as a strategic reserve. It stated the concern that over-pumping could jeopardize a crucial but vulnerable water source and recognized the Deep Aquifers as one source within a broader portfolio of water supply strategies. Recommendations for long-term solutions in the 2020 report included reducing groundwater pumping in sensitive areas, expanding use of recycled and surface water for irrigation, exploring new recharge and conveyance projects, and developing long-term regional water management strategies to balance supply and demand.

The 2020 report called for a comprehensive Deep Aquifers investigation to better understand recharge mechanisms, available storage, hydrogeologic properties, and the spatial extent of the aquifers. It highlighted the need for coordinated scientific work with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) and Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA), recommended joint pursuit and funding of a Deep

Aquifers study, and integration of results into the relevant groundwater sustainability plans being prepared for compliance with the Sustainable Groundwater Management Act (SGMA).

In December 2020, County Ordinance No. 5339 established a 90-day moratorium on new well construction permits so the County could assess the impact of the *Protecting Our Water & Environmental Resources v. County of Stanislaus (Cal. Supreme Court, 2020)* decision, which held that well permits are not categorically ministerial. This ruling requires environmental review under the California Environmental Quality Act (CEQA) if permit approval involves discretionary authority. Since the expiration of the 90-day moratorium, pursuant to Monterey County Code Chapter 15.08 the Monterey County Health Department Environmental Health Bureau (EHB) has determined that CEQA is required for Deep Aquifers well applications.

1.3 Deep Aquifers Study

In 2021, the SVBGSA coordinated with funding partners to undertake the Study to answer key questions about the geology and hydrogeology of the aquifers and to provide a scientific foundation for sustainable management. Study funding partners included ALCO Water, California Water Service, Castroville Community Services District, City of Salinas, irrigated agriculture, MCWDGSA, County of Monterey, SVBGSA, and MCWRA.

The Study, completed by M&A April 2024, provides a comprehensive scientific overview and definition of the Deep Aquifers across several Salinas Valley subbasins. The Study provides a comprehensive scientific overview of the geology and hydrogeology of the Salinas Valley's Deep Aquifers, bringing together prior investigations with new data and analysis. The Study defines the Deep Aquifers, develops a hydrogeologic conceptual model, presents a water budget, and reviews both historical and recent groundwater conditions. Although the Study identifies where there are remaining areas of uncertainty and data gaps, its findings provide a technical foundation for developing a plan for managing the Deep Aquifers.

In the summer and fall of 2024, the Study was presented to the Boards of Directors of SVBGSA, MCWDGSA, and MCWRA, as well as to the Monterey County Board of Supervisors.

Definition of Deep Aquifers

The Study defines the Deep Aquifers as water-bearing sediments lying beneath a clay-rich aquitard at depths of approximately 500–900 feet, extending below the 400-Foot Aquifer. They consist of multiple geologic formations, including the Santa Margarita, Paso Robles, and Purisima Formations, each contributing to the complex subsurface system. It notes hydraulic connections both with adjacent aquifers (lateral) and overlying aquifers (vertical) based on documented groundwater gradients. The Hydrogeologic Conceptual Model (HCM) of the Deep Aquifers in the Study describes the geologic framework, groundwater occurrence and movement, aquifer extent, hydraulic properties, groundwater chemistry, and potential recharge and discharge pathways.

Water chemistry was found to be distinct from shallower aquifers and varies between north and south coastal areas, while isotopic data indicate no recharge from surface water since at least

1953. Limited aquifer tests showed typical confined aquifer properties, with relatively low storage and hydraulic conductivity (about 10 ft/day on average), meaning groundwater moves more slowly than in the overlying 180-Foot and 400-Foot Aquifers. Because the portions of the Deep Aquifers formations that occur below the 400/Deep Aquitard lack direct surface recharge, inflows and outflows occur through subsurface connections from areas where the Deep Aquifers formations outcrop beyond the defined Deep Aquifers extent and slow leakage with adjacent aquifers, including the 400-Foot Aquifer.

Groundwater Elevations

The Study found that groundwater elevations in the Deep Aquifers have generally declined over the past two decades (Figure 1). Three pumping depression areas exist: near Castroville, west of Salinas, and in Seaside.

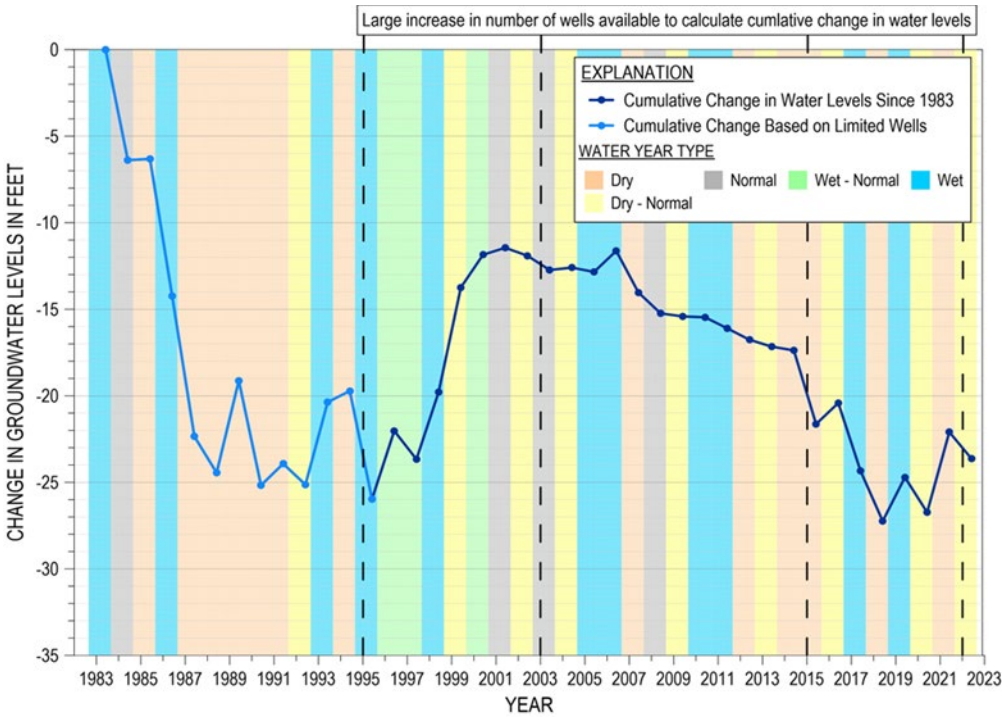


Figure 1: Cumulative Change in Groundwater Elevations in the Deep Aquifers

The Study confirmed that declining groundwater elevations due to increased pumping have reversed the natural vertical gradient between the Deep Aquifers and the overlying 400-Foot Aquifer. Historically, water moved upward from the Deep Aquifers toward the shallower zones. The aquitard separating these layers is not fully impermeable—it contains intermittent pockets of sands and silts with variable thickness, which act as conduits for vertical flow. With the reversed gradient, groundwater could currently flow downward through the aquitard or leaking wells.

The Study identified that lowering groundwater levels have created an inland hydraulic gradient from the coast, which increases the risk of lateral seawater movement from the ocean into the Deep Aquifers. One of the main Deep Aquifers formations, the Purisima Formation, outcrops in

the Monterey Bay Canyon and is in direct contact with seawater, establishing a plausible lateral intrusion route. Other formations are hydraulically connected to these marine sediments, meaning seawater could migrate inland through interconnected geologic pathways over time. The Study noted some risk of land subsidence due to dewatering of confining clays.

Water Budget and Trends

The Study's water budget section provides estimates of groundwater inflows, outflows, and changes in storage. Flows can occur between the Deep Aquifers and adjacent aquifers, including slow leakage with the overlying 400-Foot (or equivalent) Aquifer. The water budget was developed using the provisional Salinas Valley Integrated Hydrologic Model (SVIHM)[1] and the Salinas Valley Seawater Intrusion Model (SWIM).

The water budget analysis found average storage declines of ~9,000 acre-feet per year (AFY) historically (2004–2017) and ~9,600 AFY in the more recent period (2018–2020). Subsurface inflows occur across most boundaries, with outflows toward the Gabilan Range in the east.

Installation of wells partially or entirely completed in the Deep Aquifers has increased over time, especially since 2013. These new wells are primarily for irrigation and are concentrated west of the City of Salinas and northeast of Marina, in an area overlapping with where the 180-Foot and 400-Foot aquifers have been impacted by seawater intrusion. In Water Year 2022, there were 43 wells screened solely in the Deep Aquifers and 9 wells screened across both the Deep and 400-Foot Aquifers. Groundwater extraction from these wells ranged from 13,800 AFY from the true Deep Aquifers wells to 17,700 AFY when including wells screened in both the Deep Aquifers and 400-Foot Aquifer. This increased concentration of wells screened within the Deep Aquifers has intensified extraction rates, amplified further as wells are installed at deeper depths due to seawater intruded overlying aquifers.

The Study notes that water budget estimates will improve as new data and refined model calibrations become available. Since the Study was prepared, the SWIM and SVIHM have been further refined and calibrated. Additional model updates have since been completed with new data collected through the Study (see Attachment 1 of this report).

Deep Aquifers Regions

The Study identifies three regions of the Deep Aquifers based on geology, water chemistry, groundwater trends, and use (Figure 2). The regions are used to describe variability in conditions and available data throughout the Deep Aquifers, but any management actions for the Deep Aquifers would be administered on the basis of agency jurisdictional boundaries.

[1] The provisional SVIHM data (model and/or model results) available at the time of the Study was preliminary or provisional and subject to revision. This model and model results were being provided to meet the need for timely best science. The model had not received final approval by the U.S. Geological Survey (USGS). No warranty, expressed or implied, was made by the USGS or the U.S. Government as to the functionality of the model and related material nor shall the fact of release constitute any such warranty. The model was provided on the condition that neither the USGS nor the U.S. Government shall be held liable for any damages resulting from the authorized or unauthorized use of the model.

- **Northern region** –Includes the northern area of the Monterey Subbasin, 180/400-Foot Aquifer Subbasin from the coast down to south Salinas, and western edge of portions of the Eastside and Langley Subbasins. The northern region has the greatest amount of groundwater extraction from the Deep Aquifers and the most information available about them. This region shows the greatest storage decline.

- **Seaside region** – Includes portions of the Seaside Subbasin and adjacent southern area of the Monterey Subbasin. It is characterized by unique water chemistry and the presence of the Santa Margarita Sandstone. The boundary with the northern region is a groundwater divide that can shift with groundwater extraction or injection pumping rates. Storage decline has been partially offset by projects with injection for aquifer storage and recovery in the Seaside region of the Deep Aquifers from both the Carmel River Aquifer Storage and Recovery and Pure Water Monterey projects.

- **Southeastern region** – Includes areas inland/up-valley area south of Salinas. This area has fewer wells and less groundwater extraction. Deep Aquifers pumping in this area occurs mostly from wells screened across both the 400-Foot Aquifer and Deep Aquifers. The Study noted that additional data and refined models are needed to reduce uncertainty and support management decisions in the southeastern region.

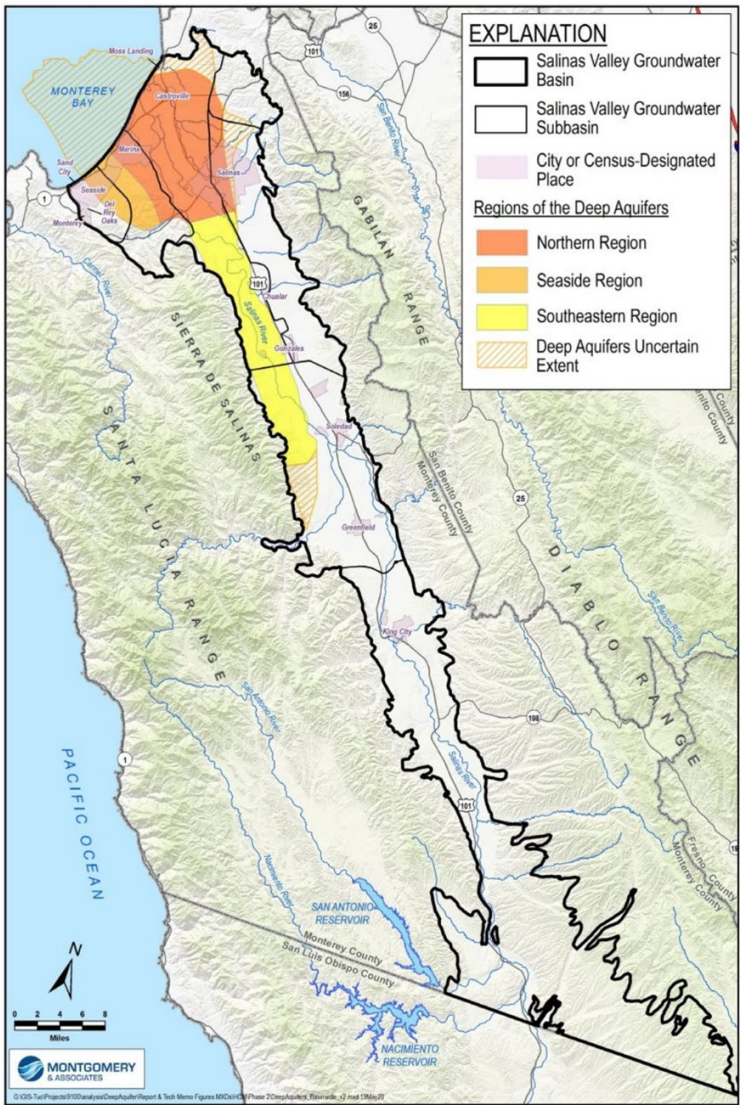


Figure 2. Deep Aquifers Extent and Regions

1.4 Groundwater Sustainability Plans

SGMA requires GSPs for all critically overdrafted, high, and medium priority basins and subbasins in California. GSPs intend to ensure that a basin or subbasin is operating within its sustainable yield and is taking action to avoid undesirable results related to six sustainability indicators:

- Chronic lowering of groundwater levels
- Reduction of groundwater in storage
- Seawater intrusion
- Degraded groundwater quality
- Land subsidence
- Depletion of interconnected surface water

Each GSP identifies Sustainable Management Criteria (SMC) for each indicator that consists of three factors, and which are set with some reasonable margin for operational flexibility.

- Minimum Thresholds (MT) – the lowest groundwater conditions a basin can reach before it is considered to have a significant problem.
- Measurable Objectives (MO) – the target conditions a basin aims to achieve over time.
- Undesirable Results (UR) – serious, unacceptable outcomes caused by groundwater conditions that must be avoided.

SGMA requires GSPs to identify projects and management actions (PMA) that will meet the sustainability criteria within 20 years of the initial plan.

GSPs for the 180/400-Foot Aquifer Subbasin (180/400) and Monterey Subbasin (Monterey) identify the Deep Aquifers as an important source of groundwater in these subbasins. These GSPs recommend coordinated, cautious management to preserve the Deep Aquifers as a long-term water resource for the Salinas Valley region within Monterey County. The GSPs were prepared prior to completion of the Study but provide additional context for this management framework. The Study recognized the Deep Aquifers extent going partially into the Langley Area, Eastside Aquifer and Forebay Subbasins, but they are not considered principal aquifers in the GSP for these Subbasins.

180/400-Foot Aquifer Subbasin GSP

The California Department of Water Resources (DWR) has identified the 180/400 as a critically overdrafted basin. The 180/400 GSP was first prepared in 2020 and the 180/400 GSP Amendment 1 was prepared by SVBGSA in 2022. DWR is currently reviewing 180/400 GSP Amendment 1, accompanied by the GSP 5-year Evaluation that SVBGSA submitted in January 2025. In 180/400 GSP Amendment 1, the Deep Aquifers are correlated to the lower Paso Robles, Purisima, and Santa Margarita formations. Also historically called the 900-Foot and 1500-Foot Aquifers, these water-bearing formations up to 900 feet thick consist of alternating sandy-gravel and clay layers that do not clearly separate into distinct aquifers or aquitards.

Together, the 180-Foot Aquifer, 400-Foot Aquifer, and Deep Aquifers form the major groundwater-producing zones in the 180/400, referred to in the 180/400 GSP as principal aquifers. While recognizing limited data on hydraulic connectivity between these aquifers, the Deep Aquifers play a critical role in the subbasin's overall storage and water balance. The 180/400 GSP recognizes that the Study needed to be completed and monitoring improved to determine sustainable yield and to ensure that Deep Aquifers resources will remain viable and un-intruded by seawater.

Both the 2020 180/400 GSP and Amendment 1 identify data gaps for the Deep Aquifers, particularly in the northern part of the Subbasin and along the Eastside Subbasin boundary. The Study itself addressed many data gaps. SVBGSA has continued to fill data gaps, collect information and improve model calibrations for the Deep Aquifers since completion of the Study.

These activities are summarized in Attachment 1 of this DA Memo. For example, in 2022 the monitoring network included 11 representative monitoring sites (RMS). The monitoring network has since been expanded to 23 RMS.

While data limitations are recognized, the 180/400 GSP identifies sustainable management criteria for Deep Aquifers. For example, the seawater-intrusion MT for the Deep Aquifers is set at State Route 1. In the groundwater level SMC, the MT is set at 1-foot above 2015 elevations, with the MO to restore groundwater levels to 2003 elevations. An undesirable result was defined as more than 15% of wells below the groundwater level MT. However, the 180/400 GSP does include SMC for groundwater storage, stating that the Deep Aquifers' contribution to the overall storage in the subbasin needs to be refined based on results from the Study.

The 180/400 GSP identifies the need for improvements to the groundwater models to further quantify the sustainable yield and recommended reevaluating minimum thresholds and measurable objectives based on the Study findings. SVBGSA is planning this work to be done in 2026 as part of the next GSP evaluations for SVBGSA's other 5 Subbasins as well as an updated evaluation of the 180/400 GSP.

The 180/400 GSP includes Management Action 5: Undertake and Operationalize Guidance from Deep Aquifers Study. This management action states that the GSAs will incorporate findings of the Deep Aquifers Study into future GSP updates to ensure that the study and that future regulations will be developed to promote groundwater sustainability of the Deep Aquifers. The management action is to operationalize guidance for management from the Deep Aquifers Study based on how recent and new data informs the Deep Aquifers' HCM and water budget, particularly with regards to recharge, risk of seawater intrusion, and sustainable management requirements under SGMA.

Monterey Subbasin GSP

The California Department of Water Resources (DWR) has identified the Monterey Subbasin (DWR Basin No. 3-004.10) as a high-priority basin under the Sustainable Groundwater Management Act (SGMA). The Monterey Subbasin Groundwater Sustainability Plan (GSP) was adopted in 2022. Within the Monterey Subbasin, the MCWDGSA serves as the Groundwater Sustainability Agency for the Marina-Ord Management Area and is responsible for implementation of Sustainable Management Criteria (SMC), monitoring, reporting, and development of projects and management actions within its jurisdiction. MCWDGSA is actively implementing the GSP and coordinating required annual reports and five-year evaluations consistent with SGMA requirements.

In the Monterey Subbasin GSP, the Deep Aquifers are identified as a significant component of the subbasin's principal aquifer system and are recognized by MCWDGSA as a strategic reserve requiring careful and deliberate management. At the time the Monterey Subbasin GSP was prepared, the Deep Aquifers Study was underway and intended to further define the hydrogeologic framework, groundwater conditions, and sustainable yield of these deeper

formations. MCWDGSA anticipated incorporation of Study findings into future GSP evaluations and project development to ensure management decisions are informed by the best available science.

The Monterey Subbasin GSP identifies the Deep Aquifers as primarily composed of the Paso Robles Formation, the Purisima Formation, and the Santa Margarita Formation, which all date from the Pliocene to Miocene epochs. It describes them kas separated from shallower aquifers by the 400-Foot/Deep Aquitard, a thick, relatively impermeable layer that limits vertical flow but may contain discontinuities allowing limited hydraulic communication. These formations extend across much of the Monterey Subbasin and are hydraulically connected to the equivalent Deep Aquifers in adjacent subbasins, including the 180/400 and Seaside Subbasins, suggesting that regional pumping and recharge projects in one area can influence conditions in another.

The Monterey Subbasin GSP refers to the Deep Aquifers as a strategic reserve—a limited, largely non-renewable groundwater source that must be managed cautiously. It notes that groundwater in the Deep Aquifers moves slowly, and recharge from surface water or rainfall is extremely limited due to confinement by the aquitard. The plan calls for continued monitoring and regional coordination between subbasins (Monterey, 180/400-Foot, and Seaside) to manage pumping and to evaluate hydraulic gradients. It identifies future management actions such as limiting new Deep Aquifers wells, reducing extraction, and enhancing recharge where possible.

The Monterey GSP sets SMC to address chronic lowering of groundwater levels for the Deep Aquifers along with other principal aquifers in the Monterey Subbasin. Undesirable results are defined as, over the course of any one year, exceedance of more than 20% of the RMS below the groundwater level MT in:

a) both the Dune Sand and upper 180-Foot Aquifers, or
b) both the lower 180-Foot and 400-Foot Aquifers, or
c) the Deep Aquifers, or
d) the El Toro Primary Aquifer System.

The MT for seawater intrusion is set at the approximate location in 2015 of the 500 mg/L chloride concentration isocontour in the lower 180-Foot and 400-Foot Aquifers, and approximately 3,500 feet from the coast in the Dune Sand Aquifer, upper 180-Foot Aquifer and Deep Aquifers. This distance is generally consistent with the location of State Route 1 in the Monterey Subbasin and seaward of groundwater extraction wells in the Subbasin. The sustainability indicator for reductions in groundwater storage uses the SMC for groundwater levels and seawater intrusion. Undesirable results are defined as the same. Any exceedance of the seawater intrusion MT is an undesirable result.

1.5 Recent Groundwater Conditions

Since completion of the Study, MCWRA, SVBGSA, and MCWDGSA have continued to monitor and evaluate conditions in the Deep Aquifers as part of ongoing SGMA compliance. This section provides recent findings on Deep Aquifers conditions from the 180/400 GSP 5-Year

Evaluation, which covered Water Years (WY) 2019-2024. It also provides a summary of WY 2024 annual report findings related to the Deep Aquifers in both the 180/400 and Monterey Subbasins.

180/400-Foot Aquifer GSP 5-Year Evaluation

SVBGSA submitted the first 180/400 GSP 5-year Evaluation to DWR in January 2025. As illustrated in Figure 3, during the period from WY 2019-2023, the 180/400 had undesirable results for seawater intrusion and groundwater levels in all 5 years. Groundwater storage MT were not met in WY 2021 and 2022.

Water Year	Groundwater Levels	Seawater Intrusion	Groundwater Storage	Groundwater Quality	Land Subsidence	Depletion of ISW
WY 2019	X	X	✓	✓	✓	✓
WY 2020	X	X	✓	✓	✓	✓
WY 2021	X	X	X	✓	✓	✓
WY 2022	X	X	X	✓	✓	X
WY 2023	X	X	✓	✓	✓	✓

Figure 3. 180/400 GSP 5-year Evaluation Summary of Undesirable Results

Groundwater levels in the RMS wells for the Deep Aquifers fell below the MT in all 5 years. Between 45% and 100% of the RMS in the Deep Aquifers were below their thresholds—far exceeding the 15% limit that defines an undesirable result.

Aquifer	Less Than 15% of RMS Wells are Exceeding their Minimum Threshold		More Than 15% of RMS Wells are Exceeding their Minimum Threshold		
	Percent of RMS Wells Below Minimum Thresholds				
	2019	2020	2021	2022	2023
180-Foot Aquifer	0	9%	9%	37%	6%
400-Foot Aquifer	11%	0	13%	34%	7%
Deep Aquifers	45%	100%	82%	78%	55%
Subbasin Groundwater Level Undesirable Result	2019 Undesirable Result	2020 Undesirable Result	2021 Undesirable Result	2022 Undesirable Result	2023 Undesirable Result

Figure 4. Annual Summary of Groundwater Level Undesirable Results

Monitoring revealed that increased Deep Aquifers pumping contributes to storage loss and reduced pressure heads. The 180/400 GSP evaluation identifies downward trends in groundwater elevations and prolonged recovery times after the pumping season, suggesting that extraction exceeds the aquifers' ability to replenish. Hydrographs for key wells (such as 14S/02E-28H04 and 13S/02E-19Q03) demonstrate multi-year declines with seasonal drawdown and partial recovery each winter. Some localized temporary stabilization is noted in interior zones, likely due to reduced pumping or minor inflow from adjacent formations. Extraction volumes were not offset by recharge, given that Deep Aquifers recharge is limited.

The 180/400 GSP 5-year Evaluation incorporates the Study findings that groundwater elevations in parts of the Deep Aquifers are now below those of the overlying aquifers, reversing the historical downward gradient. This reversal increases vulnerability to vertical seawater migration if the current hydraulic conditions persist. High-frequency monitoring of Deep Aquifers groundwater levels and chloride concentrations to detect early intrusion signals is recommended.

SVBGSA and MCWDGSA have increased the number of representative monitoring sites in the Deep Aquifers from 11 to 23, installed 3 new dedicated Deep Aquifers wells, and began integrating them into the 2024 Annual Report network. The expanded network will enable development of groundwater elevation contours for the Deep Aquifers, support SMC updates specific to these deeper zones, and allow calculation of storage changes and tracking of hydraulic connectivity between subbasins.

The 180/400 GSP Evaluation recommends that, for management purposes, the Deep Aquifers should be recognized as a strategic reserve rather than a resource for ongoing expansion of pumping, until sustainable yield and inter-aquifer relationships are fully quantified. It states that the Deep Aquifers are at risk of groundwater quality degradation and reduced storage and recommends actions to reduce pumping and monitor saline encroachment.

180/400 Subbasin and Monterey Subbasin Annual Reports WY 2024

Water Year (WY) 2024 Annual Reports for the Monterey and 180/400 Subbasins show that groundwater levels in the Deep Aquifers continue to decline across most monitoring wells. Both Subbasins fell below their sustainability thresholds. WY 2024 and recent data show that the vertical flow direction between aquifers has changed — instead of water moving upward, as it once did, the hydraulic gradient is now downward into the Deep Aquifers. This reversal increases the risk of pulling seawater or other poor-quality water into deeper layers. Although a few wells show signs of stabilization or slight recovery, the overall trend in groundwater levels remains downward.

The reports warn that current conditions make the Deep Aquifers more vulnerable to seawater intrusion, due to falling groundwater levels caused by continued pumping and geologic

connections between the Purisima Formation and marine sediments along the coast. These risks are especially high near Castroville and Marina, where the Deep Aquifers are closest to the ocean and overlying aquifers are already intruded. Well data shows that groundwater pumping and water levels are seasonal. Levels typically drop in the summer irrigation season and rebound to some extent in the fall, when pumping decreases. In a few places, temporary increases in water levels were observed, possibly due to inflows from nearby aquifers or deeper layers, though more testing is needed to confirm whether this water is fresh or saline.

1.6 Deep Aquifers Memorandum

The DA Memo presented here has been developed based on discussions among a staff working group of local agencies with groundwater management authorities in the Salinas Valley, including MCWRA, Monterey County Health Department Environmental Health Bureau (EHB), MCWDGSA, and SVBGSA. This DA Memo is intended to serve as a guide for further development of management actions or projects related to the Deep Aquifers and to guide related policy considerations by agency decision-makers, beneficial users, and the interested public.

The following sections of this document identify interim and long-term management actions to be developed. Attachment 1 provides an overview of new data collection and efforts to fill data gaps since completion of the Study. Attachment 2 is an excerpt from the County of Monterey General Plan Public Services Element, with the goal and policies related to long-term water supply.Section 6 of the Deep Aquifer Study provides management guidance.

Section 2. Interim Local Management Options for Immediate Action

This section of the DA Memo identifies interim management actions that can be developed to address the issues in the Deep Aquifers that were described in Section 1. The options presented here build upon content from the Study, further identifying considerations for implementing each option, with a focus on tasks that can be completed while longer-term projects or management actions are contemplated.

2.1 Seawater Intrusion Response Planning

Beyond long-term groundwater elevation goals, low groundwater levels in the Deep Aquifers pose risks of seawater intrusion and land subsidence. While projects to achieve sustainability will take significant time to develop and implement, more immediate action may be necessary if these risks materialize.

A seawater intrusion response plan (SIRP) is a strategy for detecting, preventing, and mitigating the contamination of coastal freshwater aquifers by saltwater. Based on a monitoring plan, triggers are established and response measures are identified if seawater intrusion is detected. Triggers may include specific thresholds for water quality (e.g., chloride levels) and groundwater elevations that would result in activation of the response plan and groundwater management strategies or implementation of infrastructure solutions.

Examples of potential response measures include:

- **Water shortage response plan:** Establish a contingency plan that prescribes how water demands will be reduced if seawater intrusion impacts the water supply.
- **Pumping reductions:** Immediately decrease or halt pumping from contaminated wells. Implement mandatory water conservation measures during dry periods to reduce overall demand on the aquifer.
- **Relocation of wells:** In severe cases, discontinue the use of contaminated wells and drill new wells in areas less susceptible to intrusion. For existing wells, consider reducing pump depth or using smaller pumps to minimize drawdown.
- **Require well destruction**: If monitoring identifies elevated chloride levels, require well owners to conduct an assessment to determine if intrusion is due to downward vertical migration and require well destruction if the well increases risk of intrusion in the Deep Aquifers.
- **Pumping schedules:** For multiple wells in a system, operators may alternate pumping times to allow for aquifer recovery and minimize localized drawdown.
- **Development of alternative supplies:** Investigation and assessment of alternative supplies to provide water during emergencies.
- **Recharge augmentation:** Implement artificial recharge projects to raise the water table and create a freshwater barrier against saltwater. Sources can include stormwater capture, treated wastewater, or injection wells.

This DA Memo supports establishing a SIRP for the Deep Aquifers to enable rapid assessment and response action if intrusion is detected. Implementation of any response measures will

require close coordination between SVBGSA, MCWDGSA, MCWRA, Deep Aquifers well owners, and other relevant agencies, consistent with existing statutory authorities and adopted GSPs. The Seaside Groundwater Basin Watermaster recently approved an updated SIRP for its adjudicated area, described further in Section 3.

2.2 Demand Management as an Interim Tool

Over the last several years, SVBGSA has been planning for demand management and engaging a broad audience in the process. Over the last year, SVBGSA has been evaluating a range of potential demand management measures, from efficiency improvements to groundwater allocation, with continued public involvement at the SVBGSA subbasin committees.

From this effort, SVBGSA developed a Demand Management Framework (Framework) that was accepted by the SVBGSA Board in November 2025. The Framework outlines ten demand management measures and provides a structured approach for further policy and program development. It recognizes that activation of specific measures will depend on localized groundwater conditions. It is designed to accommodate variability across subbasins. This flexible structure allows for implementation across the Salinas Valley while accounting for unique subbasin characteristics and conditions.

SVBGSA's Framework provides a structured approach for evaluating, prioritizing, and implementing demand management measures as part of the broader GSP implementation strategy. The Framework articulates key components including stages and triggers, global elements (such as water accounting and measurement systems), and a suite of potential agricultural and domestic measures. A variety of projects and management actions are being studied to assess which can achieve sustainable management criteria in the timeframe stipulated by SGMA.

Importantly, the Framework is a planning tool rather than a set of activated measures; it sets the foundation for developing rules, guidelines, and implementation activities for measures when and where they are needed to support SGMA compliance.

Based on the observed triggers, under the Framework the 180/400 is in Stage 4 due to having groundwater level SMC undesirable results in the Deep Aquifers every year since GSP implementation. Much of the Deep Aquifers pumping occurs in an area with seawater intrusion in the overlying aquifers, complicating efforts to reduce pumping without alternative supplies. This suggests that deploying demand management may be appropriate and necessary, at least as an interim measure until injection or in-lieu supply projects can be implemented, to reduce extraction from the Deep Aquifers.

SVBGSA FY 2027 workplan includes activities to develop the rules, program structures, and administrative systems for allocations and a Demand Management Fee, with emphasis on areas where seawater intrusion overlies the Deep Aquifers and sustainability concerns are acute. The 180/400 GSP 2025 Evaluation identified that the Deep Aquifers have had undesirable results for

groundwater levels every year since the 180/400 GSP was submitted. The Deep Aquifers Study and subsequent data emphasize that groundwater elevations in the Deep Aquifers are below sea level and groundwater elevations are below those in the overlying 400-Foot Aquifer. In the areas where the overlying 180-Foot and 400-Foot Aquifers are seawater intruded, these conditions increase the risk of both lateral and vertical seawater intrusion and jeopardize the long-term viability of the Deep Aquifers. Measures that directly influence net pumping, such as pumping limits (allocations), fees, and land repurposing, align with the Deep Aquifers Study's core guidance to prevent further degradation by limiting extraction to help stabilize and raise groundwater elevations. Prioritizing development of these tools in specific areas reflects the need to manage demand where the consequences of inaction are most severe.

Since the 1990's, MCWD has implemented several demand management measures within its District boundaries. The 1993 Annexation Agreement with MCWRA for the annexation of Fort Ord into Zones 2 and 2A established pumping limits for the Fort Ord area, restricting extraction from the Salinas Basin to 6,600 AFY for use within the Fort Ord Area until implementation of a project to provide a substitute supply. Additionally, the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands established a groundwater pumping limit of 4,440 AFY in the Marina Area. These pumping limits were established to address concerns of seawater intrusion and limit extractions from the aquifers to ensure groundwater pumping remained at historical sustainable levels.

In 1993, MCWD enacted an ordinance within section 3.36.030 of the District Code of Ordinances, addressing water waste by establishing limitations of how water can be used on landscapes and outside. This ordinance has since been updated throughout the years to remain consistent with the Model Water Efficient Landscape Ordinance.

Since the early 2000's, MCWD has been installing meters at previously unmetered locations and has been 100% metered since 2019. Now fully metered, MCWD can account for all water demand within its service area and more efficiently address water loss throughout the system. Additionally, MCWD encourages conservation through a pricing system where residential high-water users are charged at a higher rate. By utilizing conservation pricing, MCWD provides a financial incentive for customers to reduce their water consumption and therefore reduce water demand.

MCWD's conservation program currently consists of residential water audits, rebates for drought-tolerant landscaping, water efficient landscaping devices, high-efficient toilets and washers, and hot water circulation pumps. Annually, the program saves about 1,600 AFY and has contributed to the consistent decline in water production and water demand over the past few years.

Currently, there are seven active extraction wells through MCWD's service area, supplying water to about 40,000 customers. These wells are screened throughout the lower 180/400 Ft., 400 ft., and deep aquifers. Because MCWD's production wells are screened across multiple aquifers, the

District has operational flexibility to shift pumping among sources, helping to avoid concentrated impacts on any single aquifer.

MCWDGSA will continue to implement and refine demand management measures while evaluating the effectiveness and potential benefits of additional strategies.

2.3 Well Permitting

In California, construction, alteration, or destruction permits for water wells are issued and enforced by local jurisdictions that have adopted ordinances meeting or exceeding the state's standards, referred to as the Local Enforcing Agency (LEA). DWR issues well construction and destruction standards[2] applicable to water wells, monitoring wells, geothermal wells, and cathodic protection wells—addressing key aspects like:

- Well siting (avoiding pollution sources),
- Casing and annular seal specifications,
- Surface features (e.g., pads, locks),
- Well development, repair, decommissioning, etc.

Additionally, the Division of Drinking Water (SWRCB-DDW) enforces added standards for public water supply wells (i.e., those serving 15 or more connections) and the Regional Water Quality Control Board and DWR oversee monitoring wells, hazardous sites, and related cases.

County of Monterey Well Ordinance Amendments

As noted above, in *Protecting Our Water & Environmental Resources v. County of Stanislaus* (Cal. Supreme Court, 2020), the Court held that well permits are not categorically ministerial and if a county's ordinance requires staff to exercise judgment/discretion (e.g., apply protective standards based on site-specific conditions), the approvals can be discretionary and CEQA applies. If, on the other hand, the permit is issued by rote when fixed standards are met, it is ministerial and CEQA does not apply.

EHB is preparing proposed amendments to the Monterey County Code Chapter 15.08 to update the County's regulations for consistency with current State well regulations. These amendments are planned to be considered by the Board of Supervisors in 2026. The amendments will include adding definitions for ministerial and discretionary well applications. Ministerial well applications will involve review to determine whether basic technical standards are satisfied. Most other changes will be non-substantive language changes designed to improve the Chapter's clarity, as it was originally drafted decades ago. The County will also be preparing an Administrative Manual to offer more specific detail as to Chapter provisions.

[2] California Department of Water Resources Well Standards can be found here: https://water.ca.gov/Programs/Groundwater-Management/Wells/Well-Standards

Well Ordinance Policy Considerations

The purpose of the County's regulations of water wells, as stated in Section 15.08.010 of the Monterey County Code, is:

> "to provide for the construction, repair, and reconstruction of all wells, including cathodic protection wells, test wells, observation wells, and monitoring wells, to the end that the groundwater of this County will not be polluted or contaminated and that water obtained from such wells will be suitable for the purpose for which used and will not jeopardize the health, safety or welfare of the people of this County. It is also the purpose of this Chapter to provide for the destruction of abandoned wells, monitoring wells, observation wells, test wells, and cathodic protection wells found to be public nuisances, or when otherwise appropriate, to the end that all such wells will not cause pollution or contamination of groundwater."

Well permitting is an important groundwater management activity conducted by the County. As EHB planned amendments to County Code Chapter 15.08 are to update the technical standards, the Study guidance and the DA Memo may inform evaluations related to discretionary permits for new Deep Aquifers wells.

Permit review may require analyses of the effects of pumping from new wells, including factors such as both the total volume and seasonal timing of extraction, how the new wells may affect nearby wells and regional groundwater levels, and whether the wells are located in area with overdraft conditions, seawater intrusion, or as already noted in County Code Section 15.08.140, in an area with known groundwater contamination. Generally, SGMA and GSPs have established Sustainable Management Criteria (SMC) that provide quantifiable minimum thresholds that can be used in these evaluations.

County of Monterey General Plan Long Term Water Supply Policy Considerations

Under SGMA, GSPs do not supersede the land use authority of cities and counties, including the city or county general plan, within the overlying basin. However, SGMA also calls for processes to review land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity. Planning agencies must review and consider groundwater sustainability plans, groundwater management plans, or groundwater management court order, judgment, or decree.

The County of Monterey General Plan was prepared and adopted prior to SGMA. The Public Services Element includes a goal for long-term water supply and related policies that must be considered in the review of discretionary development permits. The policies include, but are not limited to, requiring proof of a long-term supply (PS-3.1), criteria for that proof for discretionary permits for new development (PS-3.2), criteria for the adequacy of domestic wells (PS-3.3.), assessments for high-capacity wells (PS-3.4), wells in areas of known saltwater intrusion (PS-3.5), coordination with other water management agencies (PS-3.6), and a program to eliminate overdraft of basins, with strategies including water banking, groundwater and aquifer recharge and recovery, desalination, pipelines to new supplies, and/or a variety of conjunctive use

techniques (PS-3.7). Attachment 2 provides the complete set of policies under Goal 3: Long Term Water Supply in the Monterey County General Plan Public Services Element.

As part of a General Plan-related settlement agreement made prior to the statewide adoption of SGMA, the County conducted a Salinas Valley Basin Investigation pursuant to Policy PS-3.1. The DA Memo recommends the County further review these General Plan policies and assess potential amendments to bring them into consistency with SGMA and the GSPs applicable in Monterey County, and for the Deep Aquifers, the findings of the Study.

The County's prior moratoriums under Government Code section 65858 on Deep Aquifers wells were put in place temporarily until further study could be completed and the County could develop appropriate regulations. The 2018 moratorium included exemptions for replacement wells and public water systems, which had policy tradeoffs that are still relevant:

- Too many exemptions could accelerate overuse of the Deep Aquifers and jeopardize sustainability.
- Too few exemptions could limit essential water access for communities or farmers with no alternatives.

These well permitting policy and regulatory issues should be prioritized for review and update to ensure consistency with SGMA, the GSPs, as well as the findings of the Study.

Marina Coast Water District Well Authority

Marina Coast Water District (MCWD) exercises independent authority within its jurisdictional boundaries under District Code Chapter 3.32 (Water well Permits and Standards). Pursuant to Section 3.32.010, MCWD has adopted Monterey County Code Chapter 15.08 while retaining additional regulatory authority specific to wells located within District boundaries.

Under section 3.32.020, construction or reconstruction of non-District wells within MCWD boundaries is generally prohibited, except for limited shallow non-potable wells authorized under District permit. All such permits are issued and administered by the District's General Manager and are subject to District review, environmental evaluation, and public hearing requirements as applicable. The District may deny or condition permits where proposed wells present potential environmental, groundwater quality, or public welfare concerns.

2.4 Well Destruction and Protective Measures

MCWRA's 2017 Report recommended initiating and diligently proceeding with destruction of wells in Agency Zone 2B, in accordance with Agency Ordinance No. 3790, to protect the Salinas Valley Groundwater Basin against further seawater intrusion.

In 2020, MCWRA secured funding for the Protection of Domestic Drinking Water Supplies in the Lower Salinas Valley project, provided 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 purpose of the project is to destroy a minimum of 59 abandoned or inactive wells to prevent conduits that may allow for vertical migration of seawater- or nitrate-

impaired groundwater into drinking water aquifers. The project area generally covers an area that includes Castroville, Marina, and Salinas with a southern boundary of Reservation Road and an eastern boundary of Harris Road, though wells must be within a specified proximity of either known high chloride or nitrate to be eligible for destruction using the grant funds.

As of November 2025, MCWRA has completed 37 well destructions and has received an extension of the term to complete work using the grant funds through January 31, 2028.

In the 2017 Report, MCWRA documented the presence of wells constructed in a manner that could facilitate vertical movement of seawater intruded groundwater between the 180-Foot and 400-Foot Aquifers. This mechanism, combined with the downward hydraulic gradient between the Deep Aquifers and overlying aquifers, also results in a potential pathway for movement of seawater intrusion into the Deep Aquifers. Thus, the DA Memo recommends continued financial support of a well destruction program in the seawater intruded area as one means of protecting the Deep Aquifers, in addition to agency support for EHB to fully exercise its authority under County Code Chapter 15.08 to require destruction of wells that are not consistent with the purposes of the chapter.

Section 3. Long-Term Management Actions

This section of the DA Memo is focused on long-term management actions that could be considered to address identified concerns and groundwater conditions in the Deep Aquifers.

3.1 Proposed Projects

The Study emphasized the need to raise groundwater elevations in the Deep Aquifers through reducing groundwater extraction and recharging through injection, a technique sometimes referred to as Aquifer Storage and Recovery (ASR). Projects that provide in-lieu source of supply offset groundwater demands and reduce extractions. Projects that inject water can raise groundwater levels while also providing a method for storage of new supplies that may be extracted for use without increasing net extraction.

Groundwater replenishment through injection into an aquifer is a project approach that has been implemented in the Seaside region, Carmel River ASR and the Pure Water Monterey Project.

SVBGSA, MCWRA, and MCWDGSA are investigating the feasibility of in-lieu supply and injection projects within the area of both observed and modeled expansion of areas at risk of seawater intrusion. Projects under consideration are listed below.

Castroville Seawater Intrusion Project (CSIP) Enhancements/Optimization

MCWRA's 2017 Report first recommended enhancements to the (CSIP) System followed by reductions in pumping within the seawater intrusion Area of Impact identified at that time. The report called for enhancements to the CSIP distribution system including the Booster Pumps, additional storage, and optimizing operational timing.

MCWRA has been working on these recommendations for the existing CSIP distribution system. MCWRA recently completed enhancements to the booster stations to reduce the use of CSIP groundwater wells to address distribution system hydraulic deficiencies by optimizing the effectiveness of the three booster station sites. All eight booster pumps at the three booster station sites (Espinosa, Molera, and Lapis) have been fully rebuilt. SVBGSA has supported some of this effort with SGMA grant funds.

MCWRA has also developed a new hydraulic computer model for the CSIP distribution system, replacing the previous hydraulic model, to evaluate existing CSIP distribution system capacity and performance under peak irrigation demands. The modeling has resulted in additional recommendations to guide MCWRA's capital improvement planning and long-term operational strategies, with the goal of optimizing existing operations and minimizing reliance on supplemental groundwater wells.

Several Capital Improvement Projects (CIP) have been identified to address current needs, with capital costs over $60M. MCWRA is developing a master plan for the Monterey County Water Recycling Projects and further effort will be needed to fund additional improvements.

New Seawater Intrusion Project/CSIP Expansion

MCWRA's 2017 Report recommended expansion of the Castroville Seawater Intrusion Project (CSIP) Service Area and suggested that expansion should include, at a minimum, lands served by wells currently extracting groundwater within the Area of Impact. CSIP Expansion is a project identified in the 180/400 GSP.

At this time, MCWRA and SVBGSA are preparing an initial feasibility study for a New Seawater Intrusion Project (NSIP), with a modified description of CSIP expansion to provide a new agricultural water supply project that would be complementary to CSIP. The study will compare potential source waters and delivery area options with a focus on the areas experiencing or at risk of seawater intrusion beyond the existing CSIP distribution system. This study will consider inclusion of the NSIP in other potential water supply projects being evaluated, specifically the Brackish Groundwater Restoration Project and the Castroville and Eastside Canals and Alternatives.

Aquifer Storage and Recovery of Salinas River Diversions

SVBGSA has prepared a Preliminary Feasibility Study of Aquifer Storage and Recovery (ASR) Project Concepts to Address Seawater Intrusion (January 2025). This study examines a project concept identified in the 180/400-Foot Aquifer Subbasin and Monterey Subbasin Groundwater Sustainability Plans, known as the Seasonal Release with ASR project concept, as a mechanism to halt seawater intrusion in these subbasins. The study led to the development of an alternative called the New Diversion of Winter High Flows for ASR (Alternatives 1 and 1A).

These ASR project concepts aim to reduce seawater intrusion in the 180-Foot, and 400-Foot Aquifers while ensuring a sustainable water supply for the CSIP area by:

- Increasing surface water diversions for recharge during the wet season
- Injecting diverted surface water inland of the seawater-intruded area to raise groundwater elevations
- Partially recovering injected water during the growing season to supplement CSIP supplies and reduce reliance on native groundwater

The Preliminary ASR Feasibility Study can be found here: https://svbgsa.org/aquifer-storage-and-recovery-2/

Brackish Groundwater Restoration Project

SVBGSA completed the first phase of a feasibility study for the Brackish Groundwater Restoration Project (BGRP) in October 2025 and will finalize a U.S. Bureau of Reclamation Title XVI Large-Scale Water Recycling Program Feasibility Study of this project in March 2026. The BGRP concept includes extraction wells to intercept brackish water in the seawater intruded zone near the Monterey Bay coastline, preventing further inland intrusion. Extracted water is treated with reverse osmosis (RO) to produce potable-quality water. The resulting potable or agricultural-quality water is distributed to regional end users to offset pumping or injected inland to raise groundwater levels and push back the seawater front. RO concentrate (brine) would be discharged through the Monterey One Water (M1W) ocean outfall.

Potential end users include urban water systems, agricultural irrigators, or hybrid arrangements. Each user group has different water quality standards—potable water must meet drinking water regulations, while agriculture depends on crop-specific sensitivities. Injection wells broaden the project benefits for other uses, including small water systems and the environment. The Phase 1 analysis included initial water quality sampling in the proposed extraction zone as an important input to defining treatment needs.

During Phase 1, SVBGSA conducted an initial survey with the urban water suppliers to learn about their systems and demands to consider in the end user analysis. SVBGSA coordinated with MCWRA to evaluate the CSIP as a potential end user to replace current supplemental well pumping, which has declined in part from seawater intrusion. MCWRA has conducted hydraulic modeling to consider how a new source of supply from BGRP can be integrated into the existing distribution system.

SVBGSA evaluated seven BGRP scenarios in Phase 1. The feasibility study will focus on the Injection Only Scenario as the recommended approach. The BGRP Feasibility Study reports can be found here: https://svbgsa.org/brackish-groundwater-restoration-project/

Decentralized Stormwater Recharge Projects

MCWDGSA is evaluating decentralized stormwater recharge projects that focus on enhancing groundwater recharge through medium scale bioswales and recharge basins located on non-agricultural land within the Monterey Subbasin. These facilities are primarily situated over the Dune Sand Aquifer and are intended to capture, infiltrate, and store stormwater locally, increasing groundwater replenishment while also reducing surface runoff and associated impacts.

MCWDGSA has identified and inventoried most stormwater basins within the Monterey Subbasin and is investigating which existing basins provide the greatest potential for direct recharge. This evaluation includes assessing opportunities to retrofit existing bioswales and basins to enhance infiltration capacity, as well as identifying locations where new decentralized recharge basins could be established. The anticipated recharge benefit from converting select existing bioswales to direct recharge facilities is approximately 182 acre-feet per year.

By increasing storage within the Dune Sand Aquifer, these decentralized recharge projects are intended to support conjunctive use and overall system resilience. Enhanced shallow groundwater storage may provide additional operational flexibility and indirectly reduce reliance on deeper groundwater sources over time by improving the balance between recharge and extraction across the broader groundwater system. Any future evaluation of how recharged water may be managed or utilized would occur through existing groundwater sustainability planning and agency processes.

Armstrong Ranch Aquifer Storage and Recovery (ASR) Project

MCWDGSA is advancing the Armstrong Ranch ASR Project as a project-specific feasibility effort to evaluate seasonal groundwater storage and recovery using recycled water within the Monterey Subbasin. The project is located at the Armstrong Ranch property adjacent to the

Monterey One Water Regional Treatment Plant and focuses on storing water in a shallow aquifer system underlying the site, rather than directly within the Deep Aquifers.

The Armstrong Ranch ASR Project is designed to capture surplus recycled water during periods of lower demand and store it underground for later recovery during periods of higher demand, particularly during the irrigation season. Recycled water would be conveyed to the site and recharged through engineered infiltration facilities into the shallow aquifer system, which is hydraulically separated from deeper potable aquifers by a regionally extensive low-permeability unit. Stored water would then be recovered through dedicated recovery wells for beneficial use.

Recovered water from the Armstrong Ranch ASR Project could support agricultural irrigation demands, urban water supplies, or a combination of both, depending on operational needs and future planning decisions. By providing an additional seasonal supply that can be accessed during periods of high demand, the project has the potential to offset groundwater pumping that would otherwise occur from deeper aquifer systems. In this way, the project provides an indirect benefit to the Deep Aquifers by reducing reliance on Deep Aquifers extraction during critical periods, rather than by directly recharging the Deep Aquifers.

The feasibility analysis is being conducted in phases to support progressive refinement of the project concept, including evaluation of storage capacity, groundwater response, and recovery potential under a range of conditions. This phased approach allows MCWDGSA to reduce uncertainty over time while coordinating with ongoing environmental review and groundwater sustainability planning efforts. Consideration of project implementation and operational use would occur through established agency planning, permitting, and SGMA.

Seawater Desalination Project (Reservation Road)

Marina Coast Water District (MCWD) is retrofitting an existing seawater desalination project located on MCWD property near Marina State Beach to provide an additional, drought-resilient water supply for MCWD's service area. The project is currently in Phase 1 and utilizes previously constructed desalination infrastructure. The desalination facility is designed to treat up to 300 AFY of seawater to produce potable water that can be integrated into MCWD's water supply portfolio.

The desalination project is intended to convert seawater into a reliable source of treated water that is independent of groundwater availability and hydrologic conditions. The facility is expected to provide a supplemental supply that can be utilized during periods of elevated demand, reduced groundwater availability, or operational constraints affecting other water sources.

Although the desalination project does not directly recharge groundwater aquifers, it provides an indirect benefit to the Deep Aquifers by supplying potable water that can offset groundwater pumping. By increasing the availability of surface-independent water supplies, desalinated water can reduce reliance on Deep Aquifer extraction in areas where Deep Aquifer wells currently contribute to municipal or regional demand. This supply substitution approach supports overall

groundwater sustainability by reducing pressure on deeper aquifer systems during critical periods.

The desalination project complements other MCWDGSA projects focused on groundwater recharge, storage, and conjunctive use by diversifying the District's water supply sources. Together with Indirect Potable Reuse (IPR), ASR, stormwater recharge, and operational optimization projects, desalination contributes to a broader strategy of improving water supply reliability while minimizing dependence on groundwater extraction.

Indirect Potable Reuse (IPR) Project

MCWDGSA has completed an IPR Feasibility Study to evaluate the direct injection of advanced-treated recycled water into groundwater aquifers within the Monterey Subbasin as a long-term water supply augmentation and groundwater replenishment strategy. The IPR project consists of direct recharge of advanced-treated recycled water at a District-owned site along California Avenue known as the Sand Tank site, with subsequent recovery through existing MCWD Deep Aquifers production wells. The project is intended to supplement MCWD's potable water supplies while addressing groundwater level declines and reducing the risk of seawater intrusion, including impacts to the Deep Aquifers.

Advanced-treated recycled water produced by Monterey One Water would be conveyed from Pure Water Monterey (PWM) to the Sand Tank site and injected through a dedicated injection well. Recovered water would be extracted through MCWD Deep Aquifers production wells 10 and 11. A feasibility study for the project was completed in 2022, and facilities planning is underway with project completion anticipated within the next few years.

The 2022 feasibility study evaluated multiple project alternatives, including injection into the 180/400-Foot Aquifer, injection into the Deep Aquifers, and hybrid configurations. Screening criteria included technical feasibility, groundwater management benefits, implementation ability, flexibility under future basin conditions, and cost. Based on these factors, injection into the Deep Aquifers was identified as the preferred alternative. Under the selected configuration (Alternative #2), approximately 400 linear feet of pipeline would be constructed to convey advanced-treated recycled water from the existing recycled water pipeline to the injection well.

The preferred alternative includes construction of a single injection well to a depth of approximately 1,300 feet below ground surface, with an approximate well diameter of 18 inches and a maximum injection capacity of up to 1.0 MGD. Ancillary facilities would include a well pad, onsite piping, a hydropneumatics tank, and associated electrical, instrumentation, and control systems to support injection operations.

Unlike projects that indirectly reduce Deep Aquifers pumping through alternative supplies or demand management alone, the IPR project provides a direct mechanism for replenishing the Deep Aquifers. By increasing groundwater elevations near MCWD's Deep Aquifers production wells, the project is expected to stabilize groundwater levels, reduce downward vertical hydraulic gradients from overlying aquifers, and decrease the potential for both vertical and lateral

seawater intrusion. This approach also provides additional resilience against future basin-wide pumping constraints by augmenting supplies.

Overall, the IPR project represents a cornerstone groundwater replenishment strategy that directly addresses Deep Aquifers conditions while supporting long-term water supply reliability for municipal and regional uses. By pairing advanced water treatment with controlled injection and recovery at a defined site, the project demonstrates how engineered recharge can play a central role in sustaining the Deep Aquifers and reducing reliance on unmanaged groundwater extraction over time.

Municipal Well Reoperations

MCWDGSA is advancing a Municipal Well Reoperations project to optimize operation of its existing groundwater production wells through enhanced use of its Supervisory Control and Data Acquisition (SCADA) system. MCWD currently operates seven active extraction wells located throughout the City of Marina and unincorporated areas of Monterey County. The District's Operations and Maintenance (O&M) Department uses SCADA to manage the distribution system and schedule well operations in response to customer demand.

This project seeks to expand the functionality of the existing SCADA system by leveraging the spatial distribution of MCWD wells to better coordinate groundwater extraction across the Monterey Subbasin. Enhanced SCADA capabilities would allow MCWD to avoid concentrating pumping in limited areas and instead activate the wells strategically based on observed groundwater conditions, customer demand, and system performance. This operational approach is intended to improve system efficiency while supporting more balanced groundwater extraction.

The project will utilize real-time data from SCADA-integrated transducers installed in extraction wells and nearby monitoring wells to track groundwater levels and respond dynamically to changing aquifer conditions. By monitoring groundwater elevations and trends in near real time, MCWD can adjust pumping operations to help maintain stable groundwater levels and reduce extraction during conditions that may negatively affect aquifer performance.

MCWD's O&M Department is currently implementing upgrades to the SCADA system to support these enhanced operational capabilities. Additional technical studies and operational testing will be conducted to evaluate system performance, refine operational protocols, and determine the most effective strategies for integrating real-time groundwater data into day-to-day well operations.

Seaside Groundwater Basin Management

The portion of the Deep Aquifers underlying the Seaside Subbasin is subject to the jurisdiction of the Seaside Groundwater Basin Watermaster (SGBW). The Seaside Watermaster participated in the development of the Monitoring Plan for the Deep Aquifers and is a party to the memorandum of understanding to collect and share monitoring data for the Seaside region identified in the Study in coordination with Monterey Peninsula Water Management District (MPWMD).

SVBGSA is supporting the Seaside Watermaster's groundwater modeling technical consultants to work with SVBGSA and MCWDGSA to further improve the calibration of the SWIM and SVIHM in the Seaside region by March 2026. These model improvements will allow for further assessment and monitoring of boundary conditions with the Monterey Subbasin in both the Marina-Ord and the Corral de Tierra Management Areas.

As previously noted, the Carmel River ASR and Pure Water Monterey projects have been implemented in this Subbasin and are closely monitored by MPWMD. These projects inject and store water in the Deep Aquifers in Seaside, with benefits to groundwater levels.

The Seaside Watermaster Board approved an update to the Seaside Groundwater Basin SIRP in the fall of 2025. Long-term groundwater level declines caused by pumping in the Seaside Groundwater Basin have raised concerns that seawater could eventually intrude into the coastal parts of the basin. Earlier studies, including several Seawater Intrusion Analysis Reports (SIARs from 2007, 2008, and later years), examined how seawater intrusion could occur and reviewed historical water quality data for any warning signs. These reports, through Water Year 2024, found no evidence of seawater intrusion in the basin, including in its two main aquifers—the shallow Paso Robles Formation and the deeper Santa Margarita Sandstone. However, even though intrusion has not yet been detected, groundwater level and pumping trends show that the risk of intrusion does exist.

The Seaside Watermaster's Seawater Intrusion Response Plan (SIRP) fulfills requirements of the court's Amended Decision governing basin management. It is the plan for how to respond if seawater intrusion is detected in the Seaside Basin. The first version was completed in 2009 as part of the Basin's Monitoring and Management Program. Because 15 years had passed and new data was available, the Seaside Watermaster Technical Advisory Committee recommended in February 2024 that the SIRP be updated to reassess intrusion indicators, response triggers, and actions. The updated plan was approved by the Seaside Watermaster Board in October 2025.

The updated SIRP explains how seawater intrusion will be identified and what steps should be taken if it occurs. Section 2 reviews consistency with other relevant planning documents. Section 3 defines the warning signs and action levels that will trigger a response. Section 4 outlines proactive pumping management (Part 1 of the Pumping Distribution Plan), and Section 5 describes specific actions to take if intrusion is confirmed in the basin.

The plan notes that these actions could be costly for Watermaster agencies and local communities. Financial impacts may include lost economic activity from reduced water availability, costs for extra monitoring and public notification, expenses for new monitoring wells or changes in pumping patterns, and reduced water sales for suppliers.

This document does not identify new replacement water sources. Instead, it refers to the 2019 Basin Management Action Plan (BMAP), which outlines potential supplemental supplies and management strategies that could help prevent seawater intrusion by raising groundwater levels.

Section 4. Study-Based Management Considerations

4.1 Guiding Principles from the Deep Aquifers Study

Section 6 of the Study provides management guidance in the form of 12 science-based guiding principles to help prevent seawater intrusion, subsidence, and further groundwater level declines in the Deep Aquifers. The Study did not address policy choices or specific management actions. The guidance it provided was intended to support local agencies and stakeholders in decision-making for groundwater sustainability planning. The full text of Section 6 (Management Guidance) and Section 7 (Monitoring Recommendations) is provided in the Deep Aquifer Study.

For purposes of this DA Memo, the Study's guiding principles are presented as informational considerations to be evaluated within existing subbasin GSPs and adopted governance frameworks. This document does not adopt a separate management structure for the Deep Aquifers.

Based on the Study findings and subsequent technical review, the following principles may inform future evaluation by responsible agencies:

- Maintain protective groundwater elevation. Where groundwater levels decline below overlying aquifers, reversed vertical gradients may increase the potential for downward migration of saline water.
- Evaluate risk of lateral seawater intrusion. Declining coastal groundwater elevations may increase the inland hydraulic gradient from Monterey Bay, particularly in formations with marine connectivity.
- Avoid long-term storage declines. Continued groundwater level reductions and net storage losses may increase vulnerability to seawater intrusion and subsidence.
- Consider hydraulic connectivity. The Deep Aquifers interact with overlying and adjacent aquifers and should be evaluated as part of the broader groundwater system.
- Improve monitoring and model refinement. Continued data collection and model calibration are necessary to reduce uncertainty regarding sustainable yield and aquifer response.

These principles are intended to inform ongoing GSP implementation, annual reporting, and future plan updates. Any management actions would occur through established statutory authorities and public processes.

4.2 Adaptive Management Approach

Management of the Deep Aquifers must occur under conditions of ongoing data collection, model refinement, and evolving hydrogeologic understanding. The Deep Aquifers Study identified data gaps, uncertainties in sustainable yield estimates, and the need for continued evaluation of hydraulic connectivity, recharge mechanisms, and seawater intrusion risk. As monitoring networks expand and groundwater models are further calibrated, understanding of system behavior will continue to improve.

Consistent with SGMA, an adaptive management approach allows groundwater conditions, extraction patterns, and project performance to be periodically evaluated using updated data. Under this framework, groundwater elevations, storage trends, hydraulic gradients, and water quality indicators are reviewed through annual reports and five-year GSP evaluations. Where monitoring indicates that Sustainable Management Criteria are not being met, agencies may consider adjustments to projects, pumping patterns, recharge efforts, or other management tools within their existing authorities.

Adaptive management does not establish automatic triggers or new regulatory requirements outside of adopted GSP processes. Rather, it provides a structured process for reassessing groundwater conditions over time and making informed adjustments as warranted through formal governing body consideration and public processes.

Given the confined nature of the Deep Aquifers and limited direct recharge, adaptive management may include periodic review of groundwater extraction and injection activities in relation to observed groundwater elevations and aquifer response. This review may consider:

- Net changes in Deep Aquifers extraction,
- Effectiveness of recharge or injection projects,
- Seasonal and long-term groundwater elevation trends,
- Vertical and lateral hydraulic gradients, and
- Interactions with overlying and adjacent aquifer systems.

Adjustments to pumping patterns, replenishment efforts, or project operations, if warranted, would occur through established GSP processes and GSA Board direction. Other adaptive management actions (i.e., project operations, changes to land use regulations, or revised well standards) could be enacted under the authority of existing agencies at the County level, with approval of the respective governing body.

4.3 Monitoring Coordination and Data Integration

The Deep Aquifers extend across multiple subbasins and jurisdictions. Effective evaluation of groundwater elevations, hydraulic gradients, storage trends, and seawater intrusion risk therefore requires coordinated monitoring and data sharing among responsible agencies.

MCWRA, SVBGSA, the Seaside Groundwater Basin Watermaster, and Monterey Peninsula Water Management District have entered into a Memorandum of Understanding (MOU) to implement a coordinated Deep Aquifers Monitoring Program. As of March 2026, the MOU remains under consideration by MCWDGSA.

The MOU establishes a collaborative framework for collecting, sharing, and compiling monitoring data across jurisdictions. Each agency remains responsible for monitoring activities within its own area of authority and for covering its own monitoring costs. Monitoring data are compiled and made available for use in annual reporting, Groundwater Sustainability Plan (GSP) implementation, and related groundwater management activities.

The MOU does not create new regulatory authority, alter governance structures, or establish management requirements. Its purpose is limited to coordination of monitoring and data integration to support informed decision-making under existing SGMA processes and adjudicated basin requirements.

The agreement also provides for periodic review and refinement of monitoring methodologies to ensure that monitoring efforts remain responsive to updated hydrogeologic understanding and GSP evaluation needs.

Coordinated monitoring and model refinement under this framework support continued evaluation of Deep Aquifers conditions while preserving each agency's independent authority under adopted GSPs and governing statutes.

Section 5. Operationalizing Local and Regional Actions

5.1 Existing Agency Authorities

As noted in the Study, several local agencies have groundwater management authorities within the Deep Aquifers extent.

County of Monterey

All counties in California, including the County of Monterey, have powers that allow groundwater regulation. SGMA legislation specifically states that it is the intent of the legislature "to recognize and preserve the authority of cities and counties to manage groundwater pursuant to their police powers."

The Monterey County Health Department, Environmental Health Bureau (EHB) is the primary well-reporting agency for the County. Chapter 15.08 of the Monterey County Code sets forth the application and decision-making process for the County in considering permit applications for well construction, repair, reconstruction, and destruction. The chapter sets forth certain technical requirements that appear to be ministerial in their application; however, the chapter also gives the Health Officer discretion to impose unspecified conditions on a permit, grant variances, and deny an application if in his/her judgment it would defeat the purposes of the chapter.

The California Supreme Court's decision in *Protecting Our Water and Environmental Resources v. County of Stanislaus* (2020) held that Stanislaus County could not categorically classify its issuance of groundwater well construction permits as ministerial decisions exempt from environmental review under the CEQA. Under CEQA, ministerial approvals are those that involve little or no discretion, merely apply a checklist to the facts as presented, and are often issued by county staff. In contrast, discretionary approvals are those that involve judgment or deliberation and allow a county to use discretion to decide whether to issue the approvals and how best to shape or condition those approvals to avoid or mitigate environmental impacts. CEQA environmental review applies only to discretionary approvals, not ministerial approvals. Monterey County Code Chapter 15.08 has not been amended since the *Protecting Our Water* decision, so the County performs environmental review on each well permit application.

MCWRA provides technical assistance on well permit applications through a memorandum of understanding with the County. MCWRA provides technical information to the EHB, and the EHB through its delegation from the Health Officer makes the final decision on whether to issue a well permit. Along with that decision, the EHB performs environmental review under CEQA. Some cities within the Salinas Valley also retain well permitting authority.

Monterey County Water Resources Agency

Pursuant to MCWRA's enabling legislation, the MCWRA Act (Agency Act, California Water Code App. § 52-1, *et seq*), MCWRA has broad authority regarding groundwater regulation. This is specifically called out in Sections 8, 9(n), 21 and 22 of the Agency Act. Section 8 states the purposes of the MCWRA Act, which includes control of groundwater extractions as required to prevent or deter the loss of usable groundwater. Likewise, Section 9 covers the powers of MCWRA and subsection (n) states that MCWRA may "Develop and distribute water to persons in exchange for ceasing or reducing groundwater extractions, and prevent groundwater extractions which are determined to be harmful to the groundwater basin." Section 21 allows MCWRA to seek injunctive relief against the export of water from the Salinas Valley Groundwater Basin. Section 22 of the Agency Act explicitly provides MCWRA with the ability to prohibit groundwater extraction when appropriate studies determine a portion of the groundwater basin to be threatened by loss of usable supply as a result of seawater intrusion after a noticed public hearing by the Board of Supervisors. The Agency Act was enacted prior to the development of SGMA, which requires groundwater sustainability to be achieved according to 6 sustainability criteria.

Marina Coast Water District

Marina Coast Water District (MCWD) is an independent public agency organized under the County Water District Law of 1913 (California Water Code Division 12). As a Division 12 County Water District, MCWD possesses broad statutory authority to develop, manage, protect, and distribute water resources within its jurisdictional boundaries. This authority extends beyond groundwater sustainability planning and includes comprehensive responsibility for municipal water supply, infrastructure development, capital financing, rate-setting, public health compliance, and long-term resource planning.

Unlike agencies whose authority is limited solely to groundwater regulation under SGMA, MCWD operates as a full-service public water supplier. The District owns and operates production wells, treatment facilities, storage tanks, transmission pipelines, distribution systems, recycled water infrastructure, and related facilities necessary to provide safe and reliable water service to its customers. As a retail water utility, MCWD is directly accountable to state drinking water regulators and must ensure compliance with all applicable water quality standards, operational requirements, and public health protections.

Under Division 12 of the California Water Code, MCWD has authority to:

- Acquire, develop, store, treat, and distribute groundwater, surface water, recycled water, and desalinated water supplies;
- Construct, operate, and maintain wells, pumping plants, aquifer recharge facilities, injection wells, and treatment systems;
- Implement conjunctive use programs and aquifer storage and recovery (ASR) projects;
- Develop recycled water and indirect potable reuse (IPR) systems;
- Enter into contracts and regional agreements for water supply, infrastructure, and joint powers arrangements;
- Acquire property, easements, and water rights necessary to carry out its functions;
- Finance infrastructure through rates, fees, bonds, grants, and other lawful funding mechanisms; and
- Exercise the power of eminent domain where necessary for water supply development.

This statutory authority provides MCWD with substantial operational flexibility to respond to changing hydrologic conditions, infrastructure needs, and long-term supply challenges.
In addition to supply development authority, MCWD has independent well permitting authority within its jurisdiction pursuant to District Code Chapter 3.32 (Water well Permits and Standards). Construction or reconstruction of non-District wells within MCWD boundaries is generally prohibited except under limited circumstances authorized by the District. MCWD may condition, restrict, or deny proposed wells if they present risks to aquifer integrity, water quality, hydraulic gradients, or public welfare. This independent well authority provides an additional layer of groundwater protection beyond county-level permitting processes.

MCWD's authority also includes responsibility for long-term water supply reliability planning. As a public water supplier, MCWD must prepare Urban Water Management Plans (UWMPs) and Water Shortage Contingency Plans (WSCPs) under California law. These planning requirements require MCWD to evaluate supply reliability under normal, single-dry-year, and multiple-dry-year scenarios, as well as climate variability projections. As a result, MCWD's water resource decisions incorporate drought resilience, emergency preparedness, and infrastructure redundancy considerations.

MCWD also maintains capital improvement planning authority and bonding capacity. The District may issue revenue bonds and incur indebtedness to finance large-scale infrastructure projects, including desalination, injection, treatment upgrades, and distribution system improvements. This financial authority enables MCWD to implement physical solutions to groundwater stress rather than relying solely on regulatory measures.

Operationally, MCWD manages multiple active production wells screened in different aquifer units and has the technical capacity to shift pumping among wells to reduce localized drawdown and balance aquifer stress. Through Supervisory Control and Data Acquisition (SCADA) systems and groundwater monitoring integration, MCWD can dynamically adjust pumping schedules to respond to aquifer conditions. This operational flexibility is a significant tool in managing confined aquifer systems such as the Deep Aquifers.

MCWD also participates in regional water supply coordination efforts and maintains working relationships with adjacent agencies, including MCWRA, Monterey Peninsula Water Management District, the Seaside Groundwater Basin Watermaster, and neighboring GSAs. While each agency retains independent authority, MCWD's infrastructure, supply portfolio, and operational footprint give it a direct and measurable influence on groundwater conditions within the Monterey Subbasin and surrounding areas.

Through its Division 12 authority, MCWD possesses both the legal framework and operational capacity to implement groundwater replenishment projects, desalination, recycled water programs, conjunctive use strategies, and supply substitution approaches that reduce reliance on Deep Aquifers extraction over time.

Groundwater Sustainability Agencies

SGMA established a new structure for managing California's groundwater resources at the local level by local agencies. SGMA required Groundwater Sustainability Agencies (GSAs) to form in the State's high- and medium-priority basins and subbasins by June 30, 2017.

Under SGMA, subbasins must be managed to achieve and maintain groundwater sustainability by 2040 for the 180/400-Foot Aquifer Subbasin or 2042 for the other Salinas Valley Subbasins. Progress to reach sustainability must be demonstrated leading up to those years in GSP annual reports and periodic evaluations. Subbasins must avoid undesirable results, which are a combination of quantitative minimum thresholds for each indicator. If sustainability is not reached or progress is not made within a subbasin, DWR can refer the subbasin to the State Water Resources Control Board (SWRCB) and if it decides to do so, the SWRCB can step in to manage the subbasin.

Among other SGMA provisions, California Water Code section 10726.4 (a)(2) provides GSAs the authority to control groundwater extractions by regulating, limiting, or suspending extractions from individual groundwater wells or extractions from groundwater wells in the aggregate.

Salinas Valley Basin GSA

The SVBGSA is a Joint Powers Authority established in 2017 by local agencies under California Water Code § 10721 with water or land use authority that are independently eligible to serve as GSAs. Its members include the County of Monterey, Monterey County Water Resources Agency (MCWRA), City of Salinas, City of Soledad, City of Gonzales, City of King (King City), the Castroville Community Services District (CSD), and Monterey One Water (formerly the Monterey Regional Water Pollution Control Agency). SVBGSA was formed in accordance with the requirements of California Water Code §10723 et seq, which lists its specific authorities for GSA formation and groundwater management.

SVBGSA is governed and administered by an 11-member Board of Directors, representing public and private groundwater interests throughout the Salinas Valley (see Box 1). The Board of Directors is supported by a robust set of committees that prepare and vet policies, programs, plans, and projects for the SVBGSA and provide multiple avenues for stakeholder engagement.

Upon establishing itself as a GSA, the SVBGSA retains all the rights and authorities provided to GSAs under California Water Code § 10725 *et seq*. as well as the powers held in common by the members. GSAs have and may use the powers in this Section to provide the maximum degree of local control and flexibility consistent with its sustainability goals. SVBGSA is both a management agency and a regulatory agency responsible for complying with SGMA by developing adequate GSPs and reaching sustainability across 6 sustainability indicators, as described in the GSPs. To do so, it has the authority to undertake a variety of actions, including:

- Adopting rules, regulations, ordinances, and resolutions for the purpose of groundwater sustainability or related to GSP development and implementation
- Conducting investigations related to groundwater management
- Requiring registration of groundwater extraction facilities
- Regulating groundwater extractions or undertaking other regulatory actions related to groundwater management
- Taking revenue raising actions related to groundwater management or SVBGSA activities, such as passing regulatory fees and extraction fees
- Implementing projects and management actions
- Submitting to the electorate or property owners (as required by law) decisions to impose fees or taxes

Where SVBGSA does not have authority, such as land use, it will work with the responsible agencies.

SVBGSA manages groundwater in the 6 non-adjudicated subbasins in the Monterey County portion of the Salinas Valley:

- 180/400 Subbasin (3-004.01)
- Eastside Aquifer (Eastside) Subbasin (3-004.02)
- Forebay Aquifer (Forebay) Subbasin (3-004.04)
- Upper Valley Aquifer (Upper Valley) Subbasin (3-004.05)
- Langley Area (Langley) Subbasin (3-004.09)
- Monterey Subbasin (3-004.10)

SVBGSA shares jurisdiction over portions of the 180/400 Subbasin with MCWDGSA and the County of Monterey Groundwater Sustainability Agency. In 2019, the County of Monterey established itself as the GSA for a small portion of land near the coast in the 180/400 Subbasin.

SVBGSA and MCWDGSA co-manage the Monterey Subbasin under a single co-authored GSP. The Monterey Subbasin GSP identifies two management areas, with MCWDGSA authority over the Marina-Ord Management Area and SVBGSA authority over the Corral de Tierra

Management Area. SVBGSA and Arroyo Seco GSA co-manage the Forebay Subbasin under a single GSP, with the Arroyo Seco Cone Management Area under ASGSA.

Marina Coast Water District GSA

Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) is a duly formed Groundwater Sustainability Agency under SGMA. MCWDGSA exercises groundwater management authority within defined portions of both the Monterey Subbasin (DWR Basin No. 3-004.10) and the 180/400-Foot Aquifer Subbasin (DWR Basin No. 3-004.01).

Within the Monterey Subbasin, MCWDGSA serves as the GSA for the Marina-Ord Management Area and co-manages the subbasin pursuant to a jointly adopted GSP with SVBGSA. Under this structure, MCWDGSA retains authority over groundwater management within its designated management area, including responsibility for implementation of applicable SMC, project development, monitoring, and reporting consistent with SGMA.

Within the 180/400, MCWDGSA shares jurisdiction with SVBGSA, and the County of Monterey GSA over defined areas near the coast. MCWDGSA participates in implementation of the 180/400 GSP and retains authority within its jurisdictional boundaries consistent with California Water Code section 10726.4 and related statutory provisions.
As a public water supplier and groundwater sustainability agency, MCWDGSA has dual responsibilities:

1. Ensuring reliable municipal water service to its customers, including emergency and public health considerations; and
2. Achieving and maintaining groundwater sustainability consistent with SGMA requirements and adopted GSPs.

MCWDGSA's authority includes the ability to regulate, limit, or suspend groundwater extraction within its jurisdiction as authorized under SGMA; to develop and implement groundwater replenishment and supply augmentation projects; and to collect and evaluate monitoring data necessary to assess basin conditions. All such actions occur through formal Board direction, public process, and compliance with applicable state law.
Through its role in both the Monterey and 180/400 Subbasins, MCWDGSA participates in coordinated groundwater management while retaining independent governance authority within its legally defined boundaries.

Arroyo Seco GSA

The City of Greenfield formed the Arroyo Seco GSA to manage groundwater around Greenfield in the Arroyo Seco Cone Management Area of the Forebay Subbasin.

Seaside Groundwater Basin Watermaster (Adjudicated Authority)

The Seaside Subbasin is adjudicated and not subject to most SGMA requirements. It is instead governed by a 2007 court order by the Superior Court of the State of California in and for the County of Monterey (California American Water v. City of Seaside, Monterey County Superior Court, Case Number M66343). While termed Seaside Basin within the adjudication, it is referred

to as the Seaside Subbasin here because it is a subbasin of the Salinas Valley Groundwater Basin, as defined by DWR for the purposes of SGMA.

With an amendment to the adjudication, the Court approved the Basin Monitoring and Management Plan (MMP) for the Seaside Groundwater Basin Watermaster (SGBW). Groundwater elevations, quality, and extractions are collected by SGBW, who reports conditions to the Court overseeing the adjudication. The Seaside Watermaster also coordinates with the entities that extract groundwater within the Seaside Subbasin, as well as with the Monterey Peninsula Water Management District (MPWMD). The Seaside Watermaster governs the western portion of the Seaside region of the Deep Aquifers extent.

Monterey Peninsula Water Management District (Special District Authority)

The Monterey Peninsula Water Management District (MPWMD) is a special district formed under state legislation to manage and protect water resources within the Monterey Peninsula region.

Within the Seaside Subbasin, MPWMD plays an active role in water resource management, conservation, and project implementation. Although the Seaside Subbasin is governed under court adjudication and managed by the Seaside Groundwater Basin Watermaster, MPWMD participates in monitoring, supply planning, and project coordination that affects groundwater conditions in the Deep Aquifers within the Seaside region.

MPWMD is closely involved in implementation and oversight of Aquifer Storage and Recovery (ASR) and recycled water projects, including the Carmel River ASR and Pure Water Monterey programs, which inject water into aquifer systems within the Seaside region. These projects contribute to groundwater level stabilization and support long-term water supply reliability. Through technical coordination, monitoring participation, and project implementation, MPWMD's activities influence groundwater conditions within the Deep Aquifers in the Seaside region while operating within the framework of the Seaside adjudication and existing statutory authorities.

Coordination among MPWMD, the Seaside Watermaster, MCWDGSA, and SVBGSA supports data sharing and evaluation of groundwater conditions across jurisdictional boundaries, consistent with adopted management plans and court-ordered requirements.

5.2 Integration with Groundwater Sustainability Plans

Management of the Deep Aquifers must occur within the framework of adopted GSPs and applicable statutory authorities. Because the Deep Aquifers span multiple subbasins—each governed by its own GSP or, in the case of the Seaside Subbasin, by court adjudication—any considerations related to these aquifers must be integrated through the existing subbasin planning and management processes. This approach aligns with the guidance provided in Bulletin 118 and overseen by the Department of Water Resources.

The 180/400 GSP and the Monterey Subbasin GSP identify the Deep Aquifers as an important component of the groundwater system and establish SMC applicable to groundwater levels, seawater intrusion, and related sustainability indicators. These criteria provide the regulatory and planning framework through which Deep Aquifers conditions are evaluated.

Consistent with SGMA, projects and management actions that affect the Deep Aquifers—including demand management measures, alternative supply development, recharge and injection projects, or operational adjustments—are evaluated through each subbasin's adopted GSP processes. This includes incorporation into annual reports, five-year evaluations, and formal GSP updates as required.

Where monitoring or model refinement indicates that SMC are not being achieved, each GSA retains authority to consider and implement management actions within its jurisdiction pursuant to California Water Code section 10726.4 and related statutory authorities. Coordination among GSAs may occur where hydraulic connectivity or shared basin conditions warrant collaborative evaluation; however, implementation authority remains with the respective governing agencies.

For the adjudicated Seaside Subbasin, groundwater management continues under the authority of the Seaside Groundwater Basin Watermaster and the Court-approved Basin Monitoring and Management Plan. Coordination related to Deep Aquifers monitoring and evaluation occurs consistent with that framework.

Integration of Deep Aquifers considerations into existing GSPs ensures that management actions remain aligned with SGMA requirements, public process obligations, and established governance structures. This approach preserves local control while allowing technical findings from the Study and subsequent evaluations to inform subbasin-level sustainability planning over time.

5.3 Considerations and Implementation Pathways

The Deep Aquifers Study and subsequent evaluations provide technical context to inform future deliberation by the respective governing Boards. This DA Memo does not establish new policies, mandates, or implementation requirements. Rather, it summarizes considerations that may be evaluated by each Board within its existing statutory authority and adopted planning framework.

Because the Deep Aquifers extend across multiple subbasins and governance structures, implementation pathways differ by jurisdiction. Any action affecting groundwater extraction, recharge, injection, or project development must occur through the formal processes established under SGMA, applicable enabling legislation, or adjudicated basin requirements.

Considerations may include:

- Review of updated monitoring results and groundwater elevation trends.
- Evaluation of SMC performance in annual and five-year GSP reporting.
- Assessment of whether project implementation timelines remain adequate to achieve sustainability objectives.
- Consideration of whether additional demand management, supply augmentation, recharge, or operational strategies warrant further technical evaluation.

- Direction to staff regarding coordination with neighboring agencies where hydraulic connectivity or regional conditions merit collaborative analysis.

Implementation pathways may include:

- Incorporation of new or refined projects and management actions into GSP updates.
- Adjustment of SMC through formal amendment processes.
- Development of technical studies to evaluate feasibility of specific projects.
- Use of existing permitting and regulatory authorities, where applicable.
- Coordination through existing interagency agreements and monitoring frameworks.

All implementation actions would require Board direction, public notice, and compliance with applicable legal requirements, including CEQA where discretionary approvals are involved.

This structured approach ensures that Deep Aquifer considerations are integrated into formal governance processes rather than implemented through informal or extra-jurisdictional mechanisms. It preserves local control while allowing Boards to respond to updated scientific information, monitoring results, and sustainability evaluations in a transparent and deliberative manner.

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Attachment 1. Progress Towards Filling Data Gaps and Addressing Uncertainties

The Study addressed critical data gaps and sought alignment and overlap in best available data to support the current interpretation of the Deep Aquifers' extent, conditions, and sustainable yield. While enhancing the understanding of the Deep Aquifers, the Study also identified additional data gaps and acknowledged areas of remaining uncertainty. These uncertainties pertain to the understanding the Deep Aquifers' extent and hydraulic connection and groundwater conditions. The following discussion summarizes uncertainties identified by the Study and progress made towards filling data gaps and establishing a monitoring network and plan.

A. Understanding of the Deep Aquifers' Extent and Hydraulic Connection: Remaining Uncertainties in Hydrogeologic Conceptual Model

The Study developed a detailed conceptual model of the Deep Aquifers, integrating existing and new data to map their extent and describe their characteristics. Multiple data sources were used to corroborate findings whenever possible. While strong enough to guide groundwater management, the Study notes that some findings are less certain because of issues like inconsistent well records, limited testing with isotopes, and missing data on aquifer properties. The Study highlights three areas where further research could refine the understanding of the extent and connection of the Deep Aquifers:

- **Areas of Uncertain Extent:** The extent of the Deep Aquifers is defined by the presence of the 400/Deep Aquitard separating it from the overlying 400-Foot Aquifer or its equivalent. However, in two areas, data suggests the 400/Deep Aquitard exists, but there is not enough evidence to confirm it. These areas are not currently used for groundwater pumping at the depth of the Deep Aquifers; however, may be important to delineate prior to installation of new wells.
- **Flow between Deep Aquifers and the overlying 400-Foot Aquifer:** The 400/Deep Aquitard is a clay layer with pockets of sand and gravel that may allow water to move vertically. Groundwater models show water flows between the Deep Aquifers and the aquifer above. Because water tends to move downward in areas where the Deep Aquifers are pumped—and because the aquifer above has seawater intrusion—there is a higher risk that salty water could move down into the Deep Aquifers.
- **Flow from Adjacent Aquifers:** The Deep Aquifers are separated by the 400/Deep Aquitard but likely still connect to aquifers at similar depths just outside the extent. These adjacent aquifers may be confined or may have limited recharge, which limits how much fresh water can replenish the Deep Aquifers. More testing, such as carbon-14 dating, could show whether pumping is drawing very old water or if any new water is entering within a useful timeframe.
- **Flow within the Deep Aquifers:** The Deep Aquifers are made up of multiple geologic formations that are interspersed with small layers of clay. There isn't enough data to fully

understand how water moves between the productive zones within the Deep Aquifers. Water levels vary depending on which formation or depth a well taps into.

Overall, the Study concluded that while uncertainties remain, the conceptual model provides a significantly improved basis for groundwater flow modeling and sufficient information for management.

B. Refinement of Groundwater Models Based on Study

Groundwater models are critical for planning projects and management actions in an integrated manner across the Deep Aquifers. The Salinas Valley Deep Aquifers Study used the best numerical groundwater flow models available at the time:

- A provisional version of the Salinas Valley Integrated Hydrologic Model (SVIHM), developed by the United States Geological Survey (USGS) for the County of Monterey and Monterey County Water Resources Agency (MCWRA); and
- The Seawater Intrusion Model (SWIM), developed by M&A for SVBGSA to assess groundwater levels and seawater intrusion.

However, these models were developed before the Study and did not include the more accurate aquifer and aquitard depths and extents identified through this work. As a result, the Study recommended updating the models to reflect the improved understanding of the Deep Aquifers before relying on them for groundwater management.

The USGS published the final SVIHM in April 2025 (Henson et al, 2025), after the conclusion of the Deep Aquifers Study. On behalf of SVBGSA, M&A has completed a review of SVIHM and SVOM. The review assessed the models with respect to the most current understanding of the groundwater basin, including information from the Deep Aquifers Study, and identified improvements needed for SVBGSA's SGMA groundwater sustainability efforts. In 2025, M&A updated and recalibrated the SVIHM and the SWIM together with similar parameters to improve their complementary use for Salinas Valley groundwater management. The updated SVIHM and SWIM were published in the fall of 2025 and made public.

Salinas Valley Integrated Hydrologic Model Update

The released version of the SVIHM was improved over the provisional versions used for GSP development and the Deep Aquifers Study; however, based on model review, M&A recommended that certain model components be updated to improve these tools for managing groundwater resources in the Salinas Valley. Subsequently, with DWR Round 2 SGM Implementation Grant funding, SVBGSA contracted M&A to update and recalibrate the SVIHM. M&A worked closely with MCWD's technical consultant, EKI Environmental, as well as MCWRA and Seaside Watermaster's modeler from M&A.

Based on model review, the SVIHM was then updated by M&A to improve the model's accuracy and applicability for SGMA-related simulations. Model updates relevant to the Deep Aquifers are described below.

Model layering and Hydrostratigraphic Zones

M&A updated the geologic framework and hydrostratigraphic units based on recent AEM surveys and borehole data obtained and analyzed for the Deep Aquifers Study, along with other refinements to the Salinas Valley hydrogeologic conceptual model. Using these updates, M&A revised the SVIHM model layering. The principal change with respect to the Deep Aquifers involved deepening the base of the model to better represent bedrock elevations, which resulted in a thickening of the Deep Aquifers layers along the central axis of the Salinas Valley.

Model Grid

The USGS-released SVIHM grid was non-rectangular, leading to spatial mismatches between input data and model outputs, especially at the northern end of the model domain. M&A updated the SVIHM to replace the skewed, non-orthogonal grid with a rectangular, orthogonal grid to improve spatial alignment and model accuracy. While this change was not directly related to the Deep Aquifers, the grid update was an important improvement to the SVIHM as a whole.

Wells and Pumping

Some wells were missing or were miscategorized in the USGS-released SVIHM . Well locations and historical pumping volumes were updated using data obtained from MCWRA's groundwater extraction reporting program, MCWDGSA, and the Seaside Watermaster. Simulated pumping before 1995 was also updated to more accurately reflect available estimates. Improved accuracy of well locations and pumping volumes in the model improved the accuracy of groundwater conditions in Valley, including in the Deep Aquifers.

Calibration Data

Updated layering required recalibration using verified well data from MCWRA, MCWD, and Seaside Watermaster. This ensures calibration reflects the revised hydrogeologic framework. M&A also replaced measured groundwater elevation datasets with updated monitoring well data and layer assignments, including for the Deep Aquifers. The Monterey and Seaside Subbasins were not well-calibrated in the USGS-released SVIHM, leading to generally poor characterization of groundwater conditions in those areas. M&A, working together with MCWD and Seaside Watermaster consultants, updated and recalibrated the SVIHM. Better calibration in these areas, which includes portions of the Deep Aquifers, will improve model reliability and consistency with other regional models.

Seawater Intrusion Model Update

After the initial development of the Seawater Intrusion Model (SWIM) in 2023 to support seawater intrusion project planning efforts, M&A made updates in late 2023 and 2024 to improve the groundwater level calibration and incorporate new hydrogeological data, working closely with MCWD's consultant EKI Environmental. In 2025, M&A made additional updates to the model to remain consistent with the previously described updates to the SVIHM. These

updates, funded by the Monterey Round 2 SGM Implementation Grant, included revising hydrostratigraphic zones and recalibration of groundwater elevations and seawater intrusion extents. The SWIM is designed to be generally consistent with the SVIHM, including aquifer layering and parameters, groundwater pumping and recharge, and calibration datasets.

Predictive Models

In addition to the SVIHM, the USGS developed a predictive version of the SVIHM known as the Salinas Valley Operational Model (SVOM), and M&A developed a predictive version of the SWIM. These predictive models retain the same model layering, aquifer parameters, and general model setup as their respective historical models, ensuring consistency across simulations and supporting robust future simulations. Predictive versions of the models have been developed based on the updated SVOM and SWIM.

Future Groundwater Modeling of the Deep Aquifers

The Deep Aquifers Study created a water budget using the SVIHM and SWIM. These models will be used to reassess the water budget and sustainable yield of the Deep Aquifers, and analyze the extraction that can be sustained while not allowing groundwater levels to decline.

The updated SVOM and SWIM groundwater flow models will also be used for future planning and management of the Deep Aquifers. In fall 2025, water budgets for each subbasin were re-evaluated to be incorporated as part of the GSP 2027 Evaluations. These revised models will also be used to update the water budget and assess change in storage within the Deep Aquifers, providing a foundation for evaluating future management strategies. Predictive modeling will inform the review of SMC and assessment of projects and actions aimed at achieving SMC goals for the Deep Aquifers.

C. Groundwater Conditions

New Monitoring Wells

During preparation of the Study, SVBGSA installed three monitoring wells in the Deep Aquifers to fill monitoring network gaps identified in the GSP. The Study identified seven additional areas where groundwater level data were lacking and recommended adding monitoring wells that could also be used to test water quality. Since then, progress has been made:

- SVBGSA has installed three wells in two of the identified areas using the Salinas Valley Round 2 Sustainable Groundwater Management (SGM) Implementation Grant.
- MCWD has installed one well and plans to fill another seven wells with funding from the Monterey Round 2 SGM Implementation Grant.
- The Department of Water Resources is expected to install an additional well through Technical Support Services program in late 2025 that will serve as a sentinel well near the coast of the 180/400 Subbasin to provide early warning of seawater intrusion.

Figure 1 shows the Deep Aquifers monitoring wells, highlights the two gaps that remain, and marks the five new wells that have been or will be installed. In addition, it shows the three wells

added during the development of the Study. Early data from these wells is already helping improve the understanding of groundwater conditions in the Deep Aquifers, as described below.

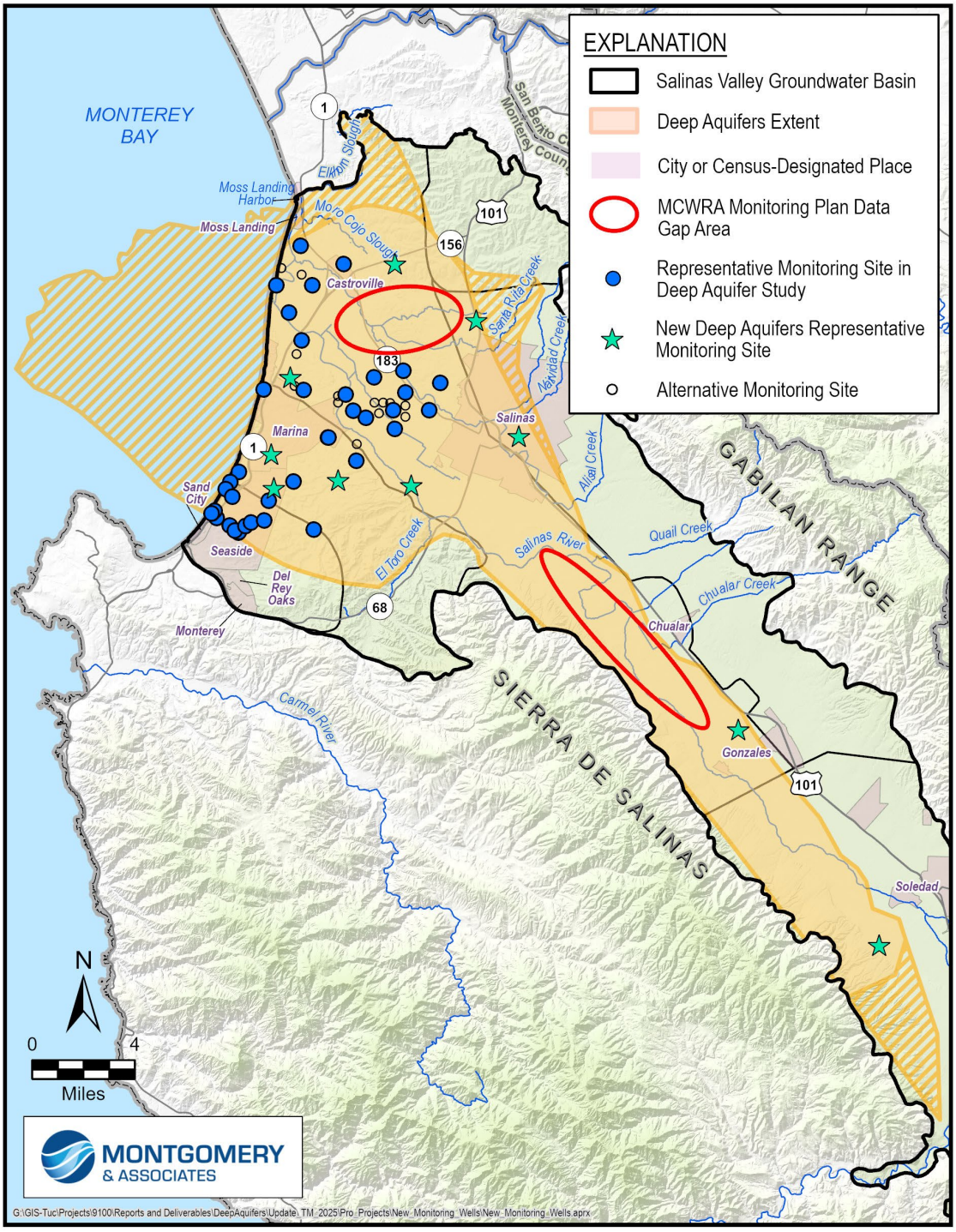


Figure 1. New Deep Aquifers Groundwater Level Monitoring Wells and Remaining Data Gaps

Table 2 shows the depth of each new monitoring well and the depth at which the 400/Deep Aquitard was encountered. Identification of the aquitard at these sites confirms the presence of the Deep Aquifers and contributed to the refinement of the hydrogeologic conceptual model.

Table 1. New Deep Aquifers Monitoring Wells

Well Name	Top Depth of Screen	Bottom Depth of Screen
180/400-DA-1	950	1,000
180/400-DA-2	1,020	1,080
180/400-DA-3	1,150	1,200
ES-1-A	850	900
ES-DA-2	1,230	1,280
F-DA-1	1,200	1,250

Note: Depths in feet below ground surface

As recommended by the Study, each newly installed monitoring well was sampled to establish baseline data for groundwater elevation, water chemistry, and isotopic composition, thereby enhancing the overall dataset.

Groundwater Level Data

Figure 5 shows groundwater elevations from fall 2024 at the newly installed Deep Aquifers monitoring wells, alongside data from other Deep Aquifers wells and wells in the Gabilan Range Bajada alluvial fans. The new wells show groundwater elevations that are generally consistent with nearby wells.

At all new sites, groundwater levels in the Deep Aquifers were lower than in overlying 400-Foot Aquifer, based on groundwater levels in nearby 400-Foot wells, resulting in a downward hydraulic gradient. This pattern—also seen across most of the Deep Aquifers—reinforces the current conceptual understanding of vertical groundwater flow.

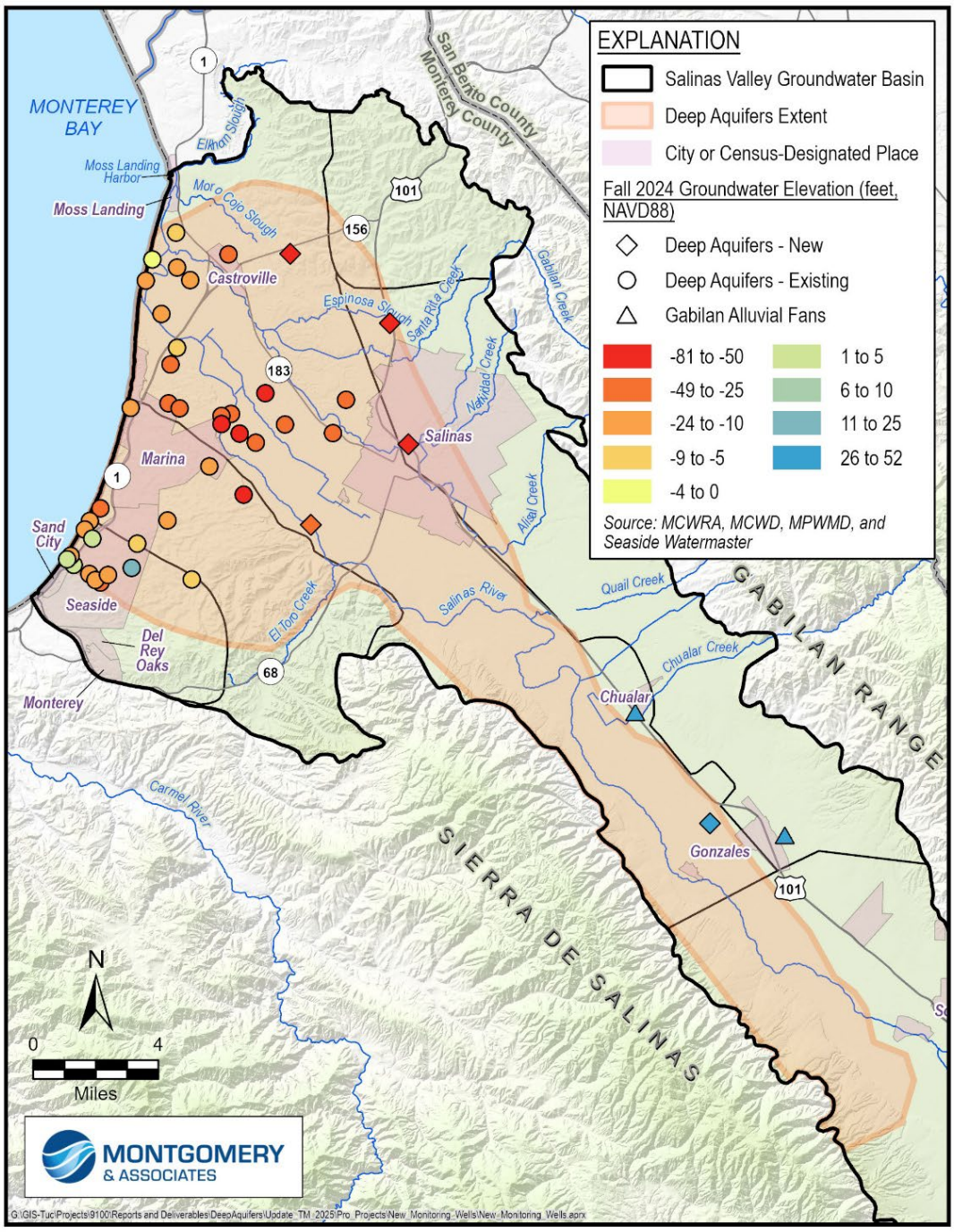


Figure 2. Groundwater Elevations for the New and Existing Deep Aquifers Monitoring Wells

Groundwater Quality and Geochemical Characterization

To establish baseline water chemistry, samples were collected from each newly installed Deep Aquifers monitoring well and analyzed for major cations and anions. Stiff diagrams were then used to visualize and compare these geochemical signatures with those from other Deep Aquifers wells (Figure 2).

The Study found clear differences between the Northern and Seaside Regions of the Deep Aquifers, shown by distinct stiff diagram shapes. In the Northern Region, groundwater typically has higher sodium and lower sulfate and magnesium, producing a top-left leaning stiff diagram. Wells 180/400-DA-1, 180/400-DA-3, and ES-DA-2 match this pattern, with 180/400-DA-3 and ES-DA-2 resembling well 13S/02E-19Q03, and 180/400-DA-1 resembling well 14S/02E-28H04. A sample from ES-1A has not yet been collected, as the well was only installed in July 2025.

One well, 14S/02E-25A03, was initially considered anomalous because its chemistry more closely resembled water from the 400-Foot Aquifer and the Gabilan Alluvial Fans. However, since this well is screened below the 400/Deep Aquitard and few Deep Aquifers samples exist to the south and east, its classification was re-examined. The new well 180/400-DA-2 in the Southeastern Region showed chemistry similar to 14S/02E-25A03 and to well 16S/04E-03G52 in the Gabilan Alluvial Fans, which border the Deep Aquifers. This finding indicates that 14S/02E-25A03 is not anomalous but instead represents a distinct water type typical of the Southeastern Region of the Deep Aquifers.

Because some areas of the Deep Aquifers—especially near Castroville—have shown high arsenic levels, all new monitoring wells were tested for arsenic. Wells 180/400-DA-3 and ES-DA-2 had arsenic about 2.5 times above California's safety limit of 10 µg/L. The high levels seem limited to the northeastern part of the Deep Aquifers, as all other new wells were below the limit. The exact source of the arsenic is still unknown but may come from the surrounding geologic formation.

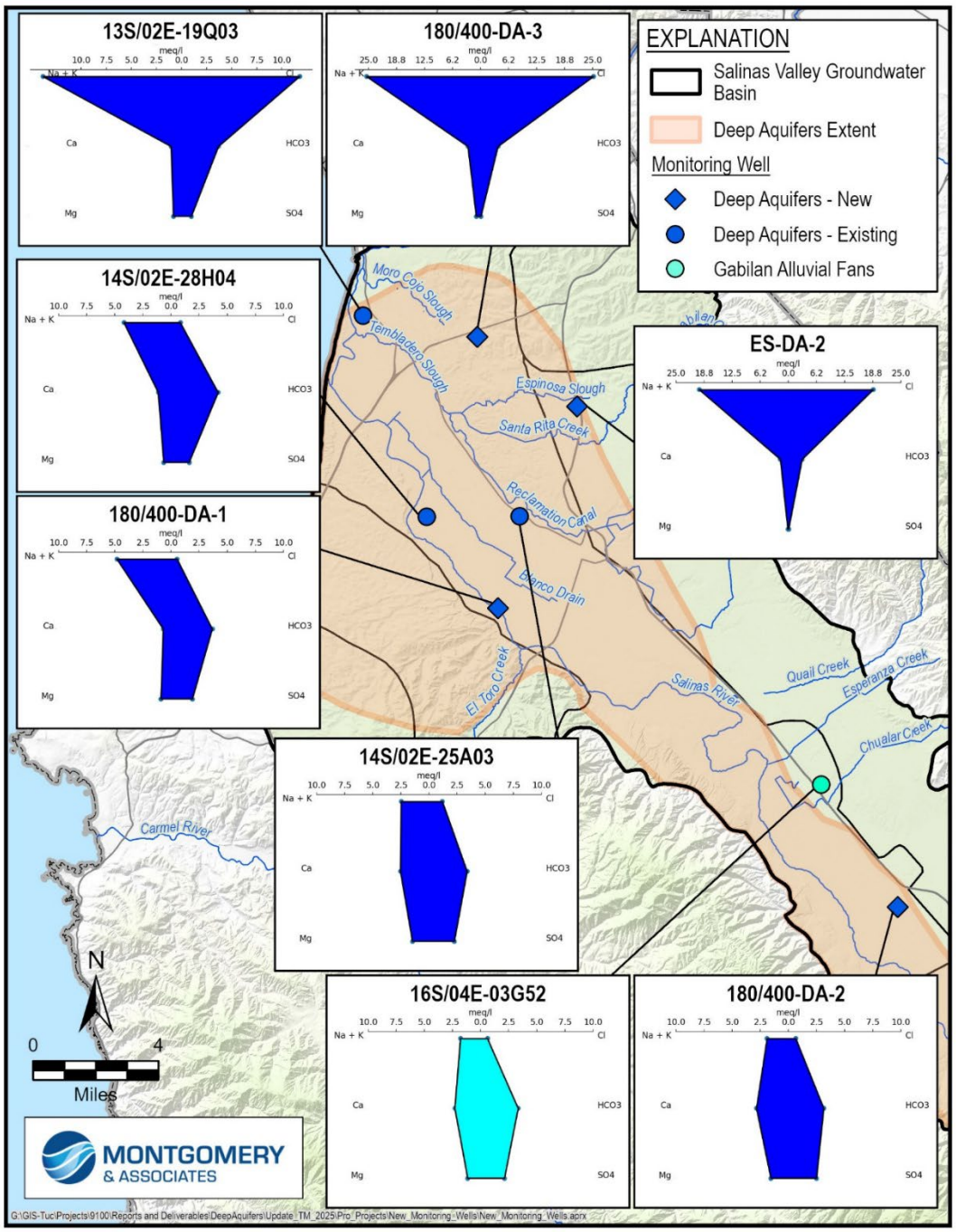


Figure 2. Water Chemistry for New Deep Aquifers and Nearby Existing Monitoring Wells

Isotope Data

Isotope data help reveal groundwater age and recharge sources in the Deep Aquifers. Although isotope sampling has not been routinely conducted in the Salinas Valley, the Deep Aquifers Study recommended sampling at newly installed monitoring wells to establish baseline signatures and track future changes.

Stable isotopes of oxygen-18 and hydrogen-2 in water (∂18O and ∂2H) can be used in hydrologic studies to identify potential water sources. Different water sources often have unique isotopic signatures due to fractionation of these isotopes during processes such as evaporation and precipitation (Clark and Fritz, 2000). Figure 4 adds the stable isotope samples from the new wells to the samples included in the Deep Aquifers Study. In general, lighter (more negative) stable isotope values are associated with cooler, wetter climate conditions such as winter precipitation, high elevation precipitation, or even an entirely different climate regime such as the late Pleistocene when conditions were generally colder and wetter. Heavier (less negative) stable isotope compositions are typical of warmer conditions such as summer precipitation or precipitation at lower elevations. The global meteoric water line, based on the stable isotope composition of global precipitation, is commonly plotted on stable isotope figures as a reference line (Craig, 1961). Samples that trend to the right of the reference line can be interpreted as having undergone evaporation, which can occur in the atmosphere and terrestrially (Clark and Fritz, 2000). The isotopic composition is measured as a ratio between isotopes: oxygen-16 to oxygen-18, and hydrogen-1 to hydrogen-2. ∂ (delta) represents the relative difference between the ratio of the sample and the ratio of a standard. The normal reference standard for stable isotopes is the Vienna Standard Mean Ocean Water (VSMOW), which is an industry-standard used to calibrate the sample value to a standard scale for comparison with other data. The units used to report isotopic composition are parts per thousand, or per mil (‰), between the sample and the VSMOW standard.

Results from the new wells show that groundwater in the Deep Aquifers is isotopically lighter than in overlying aquifers, indicating longer residence times and different recharge sources. These findings from the new wells match results from existing Deep Aquifers wells (Figure 4), supporting and validating the hydrogeologic conceptual model.

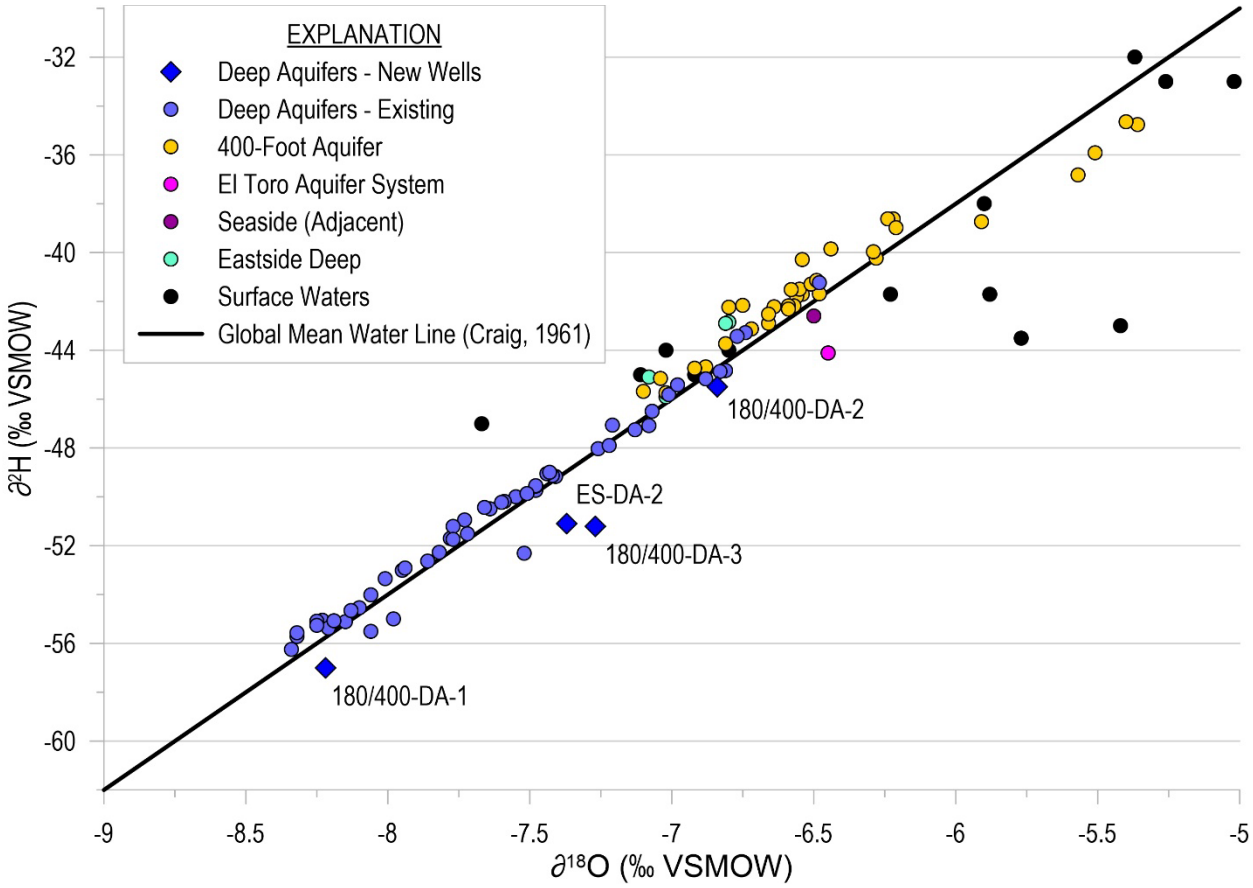


Figure 3. Stable Isotope Ratios in Deep Aquifers, 400-Foot Aquifers, and Equivalent Adjacent Aquifers

Tritium sampling in the Deep Aquifers Study was used to estimate groundwater age. Water with less than 1 tritium unit (TU) is considered "pre-modern," meaning it is older than about 70 years and contains no detectable tritium.

The Study included tritium data from four existing Deep Aquifers wells, all showing concentrations below 1 TU, indicating older groundwater. Tritium results from the newly installed monitoring wells are consistent with these findings, with all samples also showing concentrations below 1 TU, further confirming that the Deep Aquifers primarily contain pre-modern water and have experienced limited recent recharge.

D. Monitoring Plan and Memorandum of Understanding

The Study recommended improving monitoring networks to better track groundwater trends and conditions. MCWRA has prepared the Monitoring Plan for the Deep Aquifers (Monitoring Plan) with cooperation from MCWDGSA, MPWMD, Seaside Watermaster, and the SVBGSA. The Monitoring Plan captures, in a single document, the current type and frequency of existing monitoring of groundwater conditions in the Deep Aquifers within the extent defined in the Study. The Monitoring Plan presents an approach for establishing consistent timing and methods for monitoring of groundwater levels, groundwater quality, and groundwater extraction in the Deep Aquifers, and identifies data gaps, for the purpose of improving a collective regional

understanding of groundwater conditions in the Deep Aquifers. While each of the five groundwater management agencies spanning the Deep Aquifers has its own governance and monitoring responsibilities, the Monitoring Plan outlines a mechanism for annual data sharing and reevaluation of the Monitoring Plan to made adjustments, as appropriate, as new information emerges.

To facilitate annual data sharing and review of the Monitoring Plan, MCWDGSA, MCWRA, MPWMD, Seaside Watermaster, and the SVBGSA developed a Memorandum of Understanding (MOU). The purpose of the MOU is to generally describe each agency's respective activities and commitments to cooperate toward implementation of the Monitoring Plan. The MOU also provides each participating agency's governing body and the public at large with 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.

Attachment 2: Excerpt from 2010 Monterey County General Plan Chapter 5.0 - Public Services Element

LONG-TERM WATER SUPPLY

GOAL PS-3

ENSURE THAT NEW DEVELOPMENT IS ASSURED A LONG-TERM SUSTAINABLE WATER SUPPLY.

Policies

PS-3.1 Except as specifically set forth below, new development for which a discretionary permit is required, and that will use or require the use of water, shall be prohibited without proof, based on specific findings and supported by evidence, that there is a long-term, sustainable water supply, both in quality and quantity to serve the development.

This requirement shall not apply to:

a. the first single family dwelling and non-habitable accessory uses on an existing lot of record; or

b. specified development (a list to be developed by ordinance) designed to provide: a) public infrastructure or b) private infrastructure that provides critical or necessary services to the public, and that will have a minor or insubstantial net use of water (e.g. water facilities, wastewater treatment facilities, road construction projects, recycling or solid waste transfer facilities); or

c. development within Zone 2C of the Salinas Valley groundwater basin, provided the County prepares or causes to be prepared a study for the Board of Supervisors regarding Zone 2C, to be completed no earlier than October 31, 2017 and no later than March 31, 2018 that does the following:

   1) evaluates existing data for seawater intrusion and groundwater levels collected by Monterey County Water Resources Agency as of the date the study is commenced;

   2) evaluates the total water demand for all existing uses and future uses designated in the General Plan EIR for the year 2030;

   3) assesses and provides conclusions regarding the degree to which the total water demand for all uses designated in the General Plan for the year 2030 are likely to be reached or exceeded;

   4) evaluates on an annual basis during the study period groundwater elevations and the seawater intrusion boundary;

   5) based on historical data and the data produced by the study, evaluates and provides conclusions regarding future trends and any expected movement of groundwater elevations and the seawater intrusion boundary;

6) should the study conclude that i) total water demand for all uses designated in the General Plan for the year 2030 is likely to be exceeded; or ii) groundwater elevations are likely to decline by the year 2030 and iii) the seawater intrusion boundary is likely to advance inland by the year 2030, the study shall make recommendations on measures the County could take to address any or all of those conditions; and
7) addresses such other matters as the Board of Supervisors determines are appropriate.

Within two months following the completion of the study, the Board of Supervisors shall hold an open and noticed public hearing on the results of the study. If the study reaches the conclusions for Zone 2C identified in subsection 6) i or 6) ii and 6) iii, the Board of Supervisors shall adopt one or more measures identified in the study, or other appropriate measures, to address the identified conditions. This exception for Zone 2C shall be a rebuttable presumption that a Long Term Sustainable Water Supply exists within Zone 2C, and the presumption shall remain in effect until and unless the study reaches the conclusion for Zone 2C identified in subsection 6) i or 6) ii and 6) iii. Development in Zone 2C shall be subject to all other policies of the General Plan and applicable Area Plan.

Following completion of the study described herein, and the adoption of measures as may be recommended in the study, if any, the County shall prepare a report to the Board of Supervisors every five (5) years for Zone 2C that examines the degree to which a) total water demand for all uses predicted in the General Plan EIR for year 2030 will be reached; or b) groundwater elevations, the seawater intrusion boundary have changed since the prior reporting period; and c) other sources of water supply are available.

(Amended by Board Resolution 13-028)

PS-3.2 Specific criteria for proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System for new development requiring a discretionary permit, including but not limited to residential or commercial subdivisions, shall be developed by ordinance with the advice of the General Manager of the Water Resources Agency and the Director of the Environmental Health Bureau. A determination of a Long Term Sustainable Water Supply shall be made upon the advice of the General Manager of the Water Resources Agency. The following factors shall be used in developing the criteria for proof of a long term sustainable water supply and an adequate water supply system:

a. Water quality;
b. Authorized production capacity of a facility operating pursuant to a permit from a regulatory agency, production capability, and any adverse effect on the economic extraction of water or other effect on wells in the immediate vicinity, including recovery rates;

c. Technical, managerial, and financial capability of the water purveyor or water system operator;
d. The source of the water supply and the nature of the right(s) to water from the source;
e. Cumulative impacts of existing and projected future demand for water from the source, and the ability to reverse trends contributing to an overdraft condition or otherwise affecting supply; and
f. Effects of additional extraction or diversion of water on the environment including on in-stream flows necessary to support riparian vegetation, wetlands, fish or other aquatic life, and the migration potential for steelhead, for the purpose of minimizing impacts on the environment and to those resources and species.
g. Completion and operation of new projects, or implementation of best practices, to renew or sustain aquifer or basin functions.

The hauling of water shall not be a factor nor a criterion for the proof of a long-term sustainable water supply.

PS-3.3 Specific criteria shall be developed by ordinance for use in the evaluation and approval of adequacy of all domestic wells. The following factors shall be used in developing criteria for both water quality and quantity including, but not limited to:

a. Water quality.
b. Production capability.
c. Recovery rates.
d. Effect on wells in the immediate vicinity as required by the Monterey County Water Resources Agency or Environmental Health Bureau.
e. Existing groundwater conditions.
f. Technical, managerial, and financial capability of the water purveyor of a water system.
g. Effects of additional extractions or diversion of water on in-stream flows necessary to support riparian vegetation, wetlands, fish, and other aquatic life including migration potential for steelhead, for the purpose of minimizing impacts to those resources and species.

This policy is not intended to apply to replacement wells.

(Amended by Board Resolution 13-028)

PS-3.4 The County shall request an assessment of impacts on adjacent wells and in-stream flows for new high-capacity wells, including high-capacity urban and agricultural production wells, where there may be a potential to affect existing adjacent domestic or water system wells adversely or in-stream flows, as determined by the Monterey County Water Resources Agency. In the case of new high-capacity wells for which an assessment shows the potential for significant adverse well interference, the County shall require that the proposed well site be

relocated or otherwise mitigated to avoid significant interference. The following factors shall be used in developing criteria by ordinance for use in the evaluation and approval of adequacy of all such high-capacity wells, including but not limited to:

a. Effect on wells in the immediate vicinity as required by the Monterey County Water Resources Agency or Environmental Health Bureau.
b. Effects of additional extractions or diversion of water on in-stream flows necessary to support riparian vegetation, wetlands, fish, and other aquatic life including migration potential for steelhead, for the purpose of minimizing impacts to those resources and species.

This policy is not intended to apply to replacement wells.

(Amended by Board Resolution 13-028)

PS-3.5 The Monterey County Health Department shall not allow construction of any new wells in known areas of saltwater intrusion as identified by Monterey County Water Resources Agency or other applicable water management agencies:

a. Until such time as a program has been approved and funded that will minimize or avoid expansion of salt water intrusion into useable groundwater supplies in that area; or
b. Unless approved by the applicable water resource agency.

This policy shall not apply to deepening or replacement of existing wells, or wells used in conjunction with a desalination project.

PS-3.6 The County shall coordinate and collaborate with all agencies responsible for the management of existing and new water resources.

PS-3.7 A program to eliminate overdraft of water basins shall be developed as part of the Capital Improvement and Financing Plan (CIFP) for this Plan using a variety of strategies, which may include but are not limited to:

a. Water banking;
b. Groundwater and aquifer recharge and recovery;
c. Desalination;
d. Pipelines to new supplies; and/or
e. A variety of conjunctive use techniques.

The CIFP shall be reviewed every five (5) years in order to evaluate the effectiveness of meeting the strategies noted in this policy. Areas identified to be at or near overdraft shall be a high priority for funding.

PS-3.8 Developments that use gray water and cisterns for multi-family residential and commercial landscaping shall be encouraged, subject to a discretionary permit.

PS-3.9 A tentative subdivision map and/or vesting tentative subdivision map application for either a standard or minor subdivision shall not be approved until the applicant

provides evidence of a long-term sustainable water supply in terms of yield and quality for all lots that are to be created through subdivision.

PS-3.10 In order to maximize agricultural water conservation measures to improve water use efficiency and reduce overall water demand, the County shall establish an ordinance identifying conservation measures that reduce agricultural water demand.

PS-3.11 In order to maximize urban water conservation measures to improve water use efficiency and reduce overall water demand, the County shall establish an ordinance identifying conservation measures that reduce potable water demand.

PS-3.12 The County shall maximize the use of recycled water as a potable water offset to manage water demands and meet regulatory requirements for wastewater discharge, by employing strategies including, but not limited to, the following:

a. Increase the use of treated water where the quality of recycled water is maintained, meets all applicable regulatory standards, is appropriate for the intended use, and re-use will not significantly impact beneficial uses of other water resources.

b. Work with the agricultural community to develop new uses for tertiary recycled water and increase the use of tertiary recycled water for irrigation of lands currently being irrigated by groundwater pumping.

c. Work with urban water providers to emphasize use of tertiary recycled water for irrigation of parks, playfields, schools, golf courses, and other landscape areas to reduce potable water demand.

d. Work with urban water providers to convert existing potable water customers to tertiary recycled water as infrastructure and water supply become available.

PS-3.13 To ensure accuracy and consistency in the evaluation of water supply availability, the Monterey County Health Department, in coordination with the MCWRA, shall develop guidelines and procedures for conducting water supply assessments and determining water availability. Adequate availability and provision of water supply, treatment, and conveyance facilities shall be assured to the satisfaction of the County prior to approval of final subdivision maps or any changes in the General Plan Land Use or Zoning designations.

PS-3.14 The County will participate in regional coalitions for the purpose of identifying and supporting a variety of new water supply projects, water management programs, and multiple agency agreements that will provide additional domestic water supplies for the Monterey Peninsula and Seaside basin, while continuing to protect the Salinas and Pajaro River groundwater basins from saltwater intrusion. The County will also participate in regional groups including representatives of the Pajaro Valley Water Management Agency and the County of Santa Cruz to identify and support a variety of new water supply, water management and multiple agency

agreement that will provide additional domestic water supplies for the Pajaro Groundwater Basin. The County's general objective, while recognizing that timeframes will be dependent on the dynamics of each of the regional groups, will be to complete the cooperative planning of these water supply alternatives within five years of the adoption of the General Plan and to implement the selected alternatives within five (5) years after that time.

PS-3.15 The County will pursue expansion of the Salinas Valley Water Project (SVWP) by investigating expansion of the capacity for the Salinas River water storage and distribution system. This shall also include, but not be limited to, investigations of expanded conjunctive use, use of recycled water for groundwater recharge and seawater intrusion barrier, and changes in operations of the reservoirs. The County's overall objective is to have an expansion planned and in service by the date that the extractions from the Salinas Valley groundwater basin are predicted to reach the levels estimated for 2030 in the EIR for the Salinas Valley Water Project. The County shall review these extraction data trends at five year intervals. The County shall also assess the degree to which the Salinas Valley Groundwater Basin (Zone 2C) has responded with respect to water supply and the reversal of seawater intrusion based upon the modeling protocol utilized in the Salinas Valley Water Project EIR. If the examination indicates that the growth in extractions predicted for 2030 are likely to be attained within ten years of the date of the review, or the groundwater basin has not responded with respect to water supply and reversal of seawater intrusion as predicted by the model, then the County shall convene and coordinate a working group made up of the Salinas Valley cities, the MCWRA, and other affected entities. The purpose will be to identify new water supply projects, water management programs, and multiple agency agreements that will provide additional domestic water supplies for the Salinas Valley. These may include, but not be limited to, expanded conjunctive use programs, further improvements to the upriver reservoirs, additional pipelines to provide more efficient distribution, and expanded use of recycled water to reinforce the hydraulic barrier against seawater intrusion. The county's objective will be to complete the cooperative planning of these water supply alternatives within five years and to have the projects online five years following identification of water supply alternatives.

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

BOARD ORDER No. **26-022**

RECEIVE THE DEEP AQUIFERS MANAGEMENT RECOMMENDATIONS MEMORANDUM)
)

Upon motion of _____, seconded by _____, and carried out by those members present, the Board of Directors hereby:

1. Receives the Deep Aquifers Management Recommendations Memorandum

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager

Introduced: 6/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "Seawater Intrusion - A Shared Problem in Monterey County"; and,
b. Consider the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and,
c. Authorize the Board's response to be filed with the Presiding Judge of the Superior Court.

RECOMMENDATION:
a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "*Seawater Intrusion - A Shared Problem in Monterey County*"; and,
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SUMMARY/DISCUSSION:
The 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "*Seawater Intrusion - A Shared Problem in Monterey County*" was issued on May 11, 2026. The Grand Jury requests responses from the Board to Findings F2, and Recommendations R2, which pertains to the Agency preparing and publicly presenting a feasibility and financing plan to build infrastructure outside of the existing Castroville Seawater Intrusion Project boundary.

Pursuant to California Penal Code, section 933, the Board is required to provide a response to the Presiding Judge within 90 days.

The recommended response is included as Exhibit A for the Board's consideration. Upon adoption by the Board, the response will be forwarded to the County Administrative Office.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The draft response was prepared by the Water Resources Agency (WRA) in collaboration with the County Administrative Office. The matter will be presented to the County Board of Supervisors on June 23, 2026. WRA staff will be available on June 23rd to answer questions, if needed. Members of the 2025-2026 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund associated with this report.

Prepared and Approved by: Ara Azhderian, General Manager

Attachments:
Exhibit A - Draft Board Response to 2025-2026 CGJ Report re: Seawater Intrusion - A Shared Problem in Monterey County
Exhibit B - 2025-2026 CGJ Report, dated May 11, 2026

Introduced: 6/10/2026 **Current Status:** Draft

Version: 1 **Matter Type:** WR General Agenda

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JOINT RESPONSE

REPORT TITLE: 2025-2026 Monterey County Civil Grand Jury Final Report - *Seawater Intrusion – A Shared Problem in Monterey County*

RESPONSE BY: The County of Monterey Board of Supervisors
The Monterey County Water Resources Agency Board of Directors

UPDATES TO: Finding & Recommendation #2
Finding & Recommendation #3

FINDING (F2)

The existing CSIP (Castroville Seawater Intrusion Project) and related facilities, including the Salinas Valley Reclamation Project and Salinas River Diversion Facility, provide alternative water supplies to portions of the northern Salinas Valley. However, comparable infrastructure has not been implemented in other areas experiencing groundwater stress. This uneven distribution of alternative supplies limits basin-wide progress toward reducing groundwater pumping.

RESPONSE TO F2:

The Board of Supervisors and the Board of Directors of the Water Resource Agency agree with the finding.

RECCOMMENDATION (F2)

The Board of Directors of the Monterey County Water Resources Agency prepare and publicly present a feasibility and financing plan identifying options to expand existing alternative water supply infrastructure, or develop new projects, including the Castroville-Eastside Project, to reduce groundwater extraction in coastal aquifers outside the current Castroville service area by March 31, 2027.

RESPONSE TO F2:

The recommendation will not be implemented because it is impractical. As the Report correctly states, it is the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) that was formed and is charged with developing solutions to meet State mandates under the Sustainable Groundwater Management Act (SGMA). The Agency's role in this regard has been to provide technical support for the SVBGSA's planning efforts. The SVBGSA has recently completed six feasibility studies to examine potential solutions to our groundwater challenges, including seawater intrusion, and is currently in the process of developing a

portfolio of those potential solutions to present to the California Department of Water Resources as part of the required five-year updates to its Groundwater Sustainability Plans, due in January 2027.

For the Agency to step forward separately on one project out of the many currently under consideration would exacerbate public confusion regarding roles and responsibilities as they apply to SGMA compliance, would run the risk of duplicative efforts, or worse, competing proposals, both of which would only add cost to our shared base of ratepayers, and would not guarantee an improved outcome. The future role of the Agency with respect to implementation of groundwater solutions will be determined at the time specific projects are identified as being feasible and then move forward into the design and permitting phase. That may or may not include action by the Agency.

FINDING (F3)

If any of the subbasins within the Salinas Valley Basin fails to meet state-mandated groundwater sustainability requirements under SGMA, the State Water Resources Control Board may intervene, which could result in mandatory pumping reductions and increased regulatory oversight. This would impact local agriculture and economies and reduces local control. Avoiding State intervention requires the timely implementation of groundwater sustainability projects and the identification of reliable funding mechanisms. Absent such decisions, planned groundwater sustainability projects may remain conceptual and seawater intrusion in affected aquifers may continue to progress.

RESPONSE TO F3:

The Board of Supervisors and the Board of Directors of the Water Resources Agency agree with the finding.

RECOMMENDATION (R3)

The Monterey County Board of Supervisors conduct a publicly noticed study session to evaluate long-term funding mechanisms to support groundwater sustainability projects developed by SVBGSA and direct staff to report back with recommended funding options by June 30, 2027.

RESPONSE TO R3:

The recommendation has not yet been implemented but will be implemented in the future. Staff will be directed to provide a status report back to the Board regarding recommended

funding options by June 30, 2027. The Board and the Agency recommend that the purpose of a publicly noticed forum be expanded to consider a wider array of water management challenges as many problems and solutions are interrelated, with consequences extending beyond any one entity's specific service area boundary.

Monterey County's water systems were built upon bold initiative and long-term vision. Today, however, aging infrastructure, climate change, deteriorating groundwater conditions, and increasing demands, driven by changing land use and state promulgated housing and groundwater sustainability mandates, bring the County to a point where we again face a critical moment that will demand significant leadership and investment. To effectively manage the future, it is important to come together to define the scale of our collective water and economic challenges in order to identify opportunities to better serve our County as a whole.

The Civil Grand Jury Report appropriately recognizes that within Monterey County there are many local water agencies, each with their own legal authorities, governance structures, and water management responsibilities. Many are currently engaged in individual efforts, or contained collaborations, planning projects or actions, some of which overlap, to address current and future water needs. Individually, these proposals are significant in their importance and, for many, in their cost. Collectively, the sum of these proposals, if implemented in similar timeframes, could create an overwhelming financial burden upon the communities served and an environment wherein decisions made by individual entities could adversely impact the economic wellbeing of other entities, including the County, and, by extension, the economy shared by Monterey County residents.

To avoid this undesirable result, the Board of Supervisors propose to establish, through the Agency, a forum for regionalizing water management planning and development to move beyond isolated, local planning efforts and, instead, develop an integrated regional strategy that together addresses water supply reliability, flood management, groundwater sustainability, ecosystem needs, and long-term economic stability for our communities. This regional strategy would aim to explore, develop, and implement practical solutions, including consideration of potential management actions, expanded groundwater recharge, new conveyance and storage investments, both above and below ground, enhanced floodwater management, and reservoir operations.

Regional collaboration is vital if Monterey County is going to successfully move from planning to implementation on a meaningful scale. By building partnerships and establishing community-based priorities across the region, we can help better prioritize

funding needs and address affordability, bring focused technical assistance and permitting support, and improve interagency coordination by providing a locally supported roadmap for future water projects and investments. A regional level of planning will also help enhance state and federal support, streamline the necessary planning and environmental review processes, and strengthen coordination among regulatory agencies thereby reducing costs while improving the likelihood of success. Only through broad partnerships, aligned priorities, and collaborative action across local, state, and federal levels can we develop a suitable level of water supply reliability to support the long-term health of the communities, economies, and families of Monterey County, not just agriculture or water agencies alone.

Creating long-term funding mechanisms to support existing infrastructure and new water resource development will require a comprehensive and cohesive funding strategy comprised of several elements. First, we must recognize that independent action to fund individual projects could have broader economic consequences, potentially on a County-wide scale. This requires us to look beyond individual projects and consider a proposal's effects upon our shared economy. To avoid unintended, potentially catastrophic, financial impacts, we should identify known project proposals and estimated costs and develop a system of prioritization and periodic reevaluation. Second, we must develop a communications strategy that unifies and amplifies the County's voice to express a cohesive and consistent message about water matters. Moving forward, we can collaborate for limited local, state, and federal funding, or compete against each other for it.

Success will require balancing community needs for new source supplies, groundwater sustainability, infrastructure investment, and water supply resilience. Monterey County communities are already experiencing the real-world impacts of aging infrastructure, water supply limitations, deteriorating groundwater quality, and declining groundwater levels, particularly in our disadvantaged communities. Science-based, practical, and coordinated solutions are needed to ensure both reliable water supplies and economic stability across the region.

The Board of Supervisors understand clearly that the choices made over the next several years will determine whether Monterey County preserves its treasured rural communities and our world-class agricultural economy, or whether we give way to the scale of urbanization that has irrevocably altered the culture, communities, and landscape of many other, once similar California regions.

Seawater Intrusion - A Shared Problem in Monterey County



Sprinklers in a field in Salinas Valley
Source: Thomson200, Wikimedia Commons, Creative Commons CC0 1.0.

SUMMARY

Continued groundwater extraction in portions of the Salinas Valley Basin has contributed to seawater intrusion into coastal subbasins, with saline groundwater documented several miles inland from Monterey Bay. Seawater intrusion into the 180-Foot and 400-Foot pressure aquifers has been observed since the early twentieth century and continues in affected areas.

While certain mitigative infrastructure projects are operational in limited areas, no basin-scale seawater intrusion mitigation project has advanced to the stages of approval, long-term funding, permitting, and construction stages.

The 180/400-Foot Aquifer Subbasin is designated as critically overdrafted (as further defined in the Glossary and Acronyms section) under the Sustainable Groundwater Management Act (SGMA)**,** meaning groundwater extraction has historically exceeded natural recharge —the water that returns to the aquifer from rainfall, river flows, and other sources. SGMA establishes a statutory timeline to achieve groundwater sustainability by 2040. If sufficient progress toward sustainability is not demonstrated, the State Water Resources Control Board may intervene, potentially reducing local discretion in groundwater management decisions.

The Civil Grand Jury (CGJ) recommends that the governing boards of the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) and the Monterey County Board of Supervisors establish clear implementation timelines, identify sustainable funding mechanisms, and advance specific mitigation projects to construction.

Additional technical background and project descriptions are provided in Appendices A through E.

BACKGROUND

Recurring Topic Among Civil Grand Juries

Seawater intrusion and groundwater overdraft have been examined repeatedly by Monterey County Civil Grand Juries since the 1990s. Prior reports identified overdraft conditions, seawater intrusion, and the need for coordinated groundwater management. Following the enactment of SGMA, SVBGSA was formed to implement groundwater sustainability planning.

Despite these efforts, seawater intrusion in coastal aquifers continues, and basin-scale mitigation projects remain in feasibility or planning stages. Monterey County relies on local groundwater and river systems for domestic use and crop irrigation.

Basin Conditions and Aquifers Affected

The Salinas Valley Groundwater Basin contains several aquifers that supply irrigation and municipal water throughout Monterey County. Seawater intrusion has affected portions of the basin for decades, particularly in coastal areas where groundwater pumping has reduced freshwater pressure. Historically, this pressure prevented seawater from moving inland. Additional background is provided in Appendix A.

Significance of the Sustainable Groundwater Management Act

SGMA, enacted in 2014, established California's framework for sustainable groundwater management. SGMA requires high- and medium-priority basins to form Groundwater Sustainability Agencies and adopt Groundwater Sustainability Plans.

SGMA has six sustainability indicators that are the metrics used to prevent significant and undesirable results in groundwater basins. These include chronic lowering of groundwater levels, reduction of storage, seawater intrusion, water quality degradation, land subsidence, and depletion of interconnected surface water. Although all these indicators must be met under SGMA, this report focuses only on the seawater intrusion indicator.

One of the basins identified under SGMA as experiencing chronic overdraft is in Monterey County. The County's 180/400-Foot Aquifer Subbasin is subject to a statutory sustainability deadline of 2040.

While SGMA emphasizes local control, the State Department of Water Resources reviews plan adequacy and implementation progress. If a Groundwater Sustainability Plan is found inadequate or implementation is insufficient, the State Water Resources

Control Board has the authority to place the basin on probation and impose reporting requirements, fees, or pumping restrictions.

Agriculture is the dominant water user in the Salinas Valley Basin. Monterey County agriculture is a multi-billion-dollar industry and accounts for the majority of groundwater extraction in the basin. Much of this irrigation occurs in coastal portions of the valley where the 180-Foot and 400-Foot Aquifers supply groundwater. These aquifers are also the areas where seawater intrusion has been most extensively documented.

Responsible Agencies

Multiple public agencies share responsibility for groundwater management and seawater intrusion mitigation in Monterey County. These agencies coordinate through statutory authority, joint powers agreements, and project-specific partnerships. Although numerous agencies participate in water management within Monterey County, this report focuses on the three entities with the most direct responsibility for planning, funding, and implementing basin-scale seawater intrusion mitigation projects. See Appendix E for a broader list of water management entities operating within the County.

Salinas Valley Basin Groundwater Sustainability Agency

Formed in 2017 pursuant to SGMA, SVBGSA, a joint powers authority, represents a range of interests including agriculture, cities, and public utilities. It is responsible for developing and implementing Groundwater Sustainability Plans for the Salinas Valley Basin. The agency is charged by the State of California Department of Water Resources with achieving groundwater sustainability within statutory timelines established under SGMA.

Monterey County Water Resources Agency

The Monterey County Water Resources Agency, a public agency operating within Monterey County, manages surface water infrastructure and certain groundwater-related projects in the Salinas Valley. The agency constructs and operates components of the Salinas Valley Reclamation Project and the Castroville Seawater Intrusion Project (CSIP), which provide recycled water for agricultural irrigation in designated

service areas.

Monterey One Water

Monterey One Water, a joint powers authority, operates wastewater treatment and recycled water facilities that supply water used in agricultural irrigation and potable reuse programs. These operations support efforts to reduce groundwater pumping in coastal subbasins.

Existing Mitigation for Seawater Intrusion

Several infrastructure projects have been developed in the Salinas Valley to reduce groundwater overdraft and limit seawater intrusion. These efforts include diverting and storing winter flows from the Salinas River, as well as delivering surface water for agricultural irrigation in areas most affected by seawater intrusion. Major components of these efforts include the Salinas Valley Water Project, the Castroville Seawater Intrusion Project, and associated diversion and conveyance facilities. Together, these projects aim to reduce reliance on groundwater pumping in coastal areas and slow the inland migration of seawater. Additional technical details regarding these projects are provided in Appendix B.

Proposed Mitigation Solutions to Seawater Intrusion

Additional projects have been proposed to supplement existing infrastructure and further reduce reliance on groundwater pumping in areas affected by seawater intrusion. Concepts under discussion include treating and reusing brackish groundwater, expanding existing conveyance systems to deliver surface water to additional areas of the basin, and aquifer storage and recovery projects that would store surplus winter flows for later use. These proposals aim to increase the availability of non-groundwater supplies and improve long-term basin sustainability. Additional technical details regarding these proposed projects are provided in Appendix C.

METHODOLOGY

The CGJ investigated seawater intrusion and groundwater sustainability in the Salinas Valley through document review, public meeting observation, site visits, and interviews.

Jurors reviewed publicly available technical reports, feasibility studies, groundwater sustainability plans and amendments, annual reports submitted to the California Department of Water Resources, and prior Civil Grand Jury reports addressing groundwater management. The CGJ also examined relevant State statutes, including SGMA.

Jurors attended selected public meetings of SVBGSA and conducted interviews with representatives of regional water agencies, joint powers authorities, nonprofit stakeholder organizations, and Monterey County officials responsible for groundwater, agriculture, and surface water management.

The CGJ toured the Monterey One Water recycling facility to observe recycled water treatment and distribution operations associated with seawater intrusion mitigation efforts.

DISCUSSION

The CGJ reviewed the status of seawater intrusion in the Salinas Valley Basin and the progress of mitigation efforts developed by regional water agencies. While technical studies and feasibility analyses have advanced, implementation of basin-scale solutions has remained limited. The following discussion summarizes the conditions identified during the investigation and the factors affecting progress toward groundwater sustainability.

Current Basin Conditions and Implementation Status

Seawater intrusion in the Salinas Valley Groundwater Basin has been documented for decades and remains a significant concern in coastal portions of the 180-Foot and 400-

Foot aquifers. Monitoring data confirms the inland migration of saline groundwater in affected areas. These conditions have resulted in the loss or impairment of wells and continue to threaten long-term groundwater reliability.

Multiple mitigation strategies have been developed to address seawater intrusion, including recycled water substitution, surface water diversion, desalination of brackish groundwater, aquifer storage and recovery, and demand management measures. Several mitigation infrastructure projects operate in limited areas, but most basin-scale mitigation strategies remain in feasibility study, engineering review, or environmental permitting stages.

Technical planning has advanced, but no major seawater intrusion mitigation project has progressed to full approval, secured long-term funding, received permits, or begun construction at a scale sufficient to address basin-wide conditions. As a result, groundwater extraction in stressed subbasins continues to exceed recharge in certain areas, and seawater intrusion persists.

Funding and Implementation Challenges

The mitigation strategies under evaluation involve substantial capital investment and ongoing operational costs. Desalination facilities, diversion infrastructure, storage basins, injection wells, and recycled-water distribution systems require extensive permitting, environmental review, land acquisition, and financing. Projects of this type typically require investments of hundreds of millions of dollars and long-term operational funding commitments. Potential funding sources for projects of this scale may include local ratepayer funding, State grant programs, and federal infrastructure funding.

Although feasibility studies have been completed for several proposed projects, a comprehensive basin-wide funding strategy has not been finalized. Without reliable funding sources, these projects remain in the planning phase. Continued delays may increase overall costs as aquifer conditions worsen, and corrective measures become more complex.

SGMA provides a framework for local management; moving projects from study to construction requires coordination among governing boards, water users, funding agencies, and regulators. In addition, implementation requires coordination among multiple public agencies with overlapping authority. Appendix E summarizes the County water entities that are involved.

Regulatory Deadlines and Risk of State Intervention

The Salinas Valley Groundwater Basin is designated as critically overdrafted, meaning it must achieve groundwater sustainability by 2040. The State Department of Water Resources reviews both the adequacy of Groundwater Sustainability Plans and progress toward their implementation.

If the basin fails to demonstrate adequate progress toward sustainability, the State Water Resources Control Board may intervene and place the basin on probation. State intervention could result in mandatory reporting requirements, fees, or restrictions on pumping. Such an intervention would reduce local discretion in groundwater management decisions.

As a case in point, in April 2024, the State Water Resources Control Board placed portions of the Tulare Lake Subbasin, which includes portions of Kings County, on probation after determining that the basin had not demonstrated adequate progress toward SGMA sustainability requirements. This probation included mandates requiring farmers to meter their wells, register them at $300 each, report extractions, and pay $20 per acre-foot pumped. The State's $20-per-acre-foot pumping fees have been reported to total nearly $10 million a year in Kings County. The timeline established under SGMA places increasing importance on timely project selection, funding identification, and measurable implementation milestones if Monterey County is to avoid similar State intervention.

Implementation and Decision-Making

Groundwater in the Salinas Valley supports agricultural production, municipal supply, and domestic wells. Continued overdraft, therefore, has significant implications for water supply reliability, economic stability, and regulatory compliance.

Existing mitigation infrastructure, for example, the CSIP, has reduced groundwater pumping in limited areas; however, comparable basin-wide infrastructure has not yet been implemented. Demand management tools, as described in Appendix D, provide a framework for reducing groundwater extraction through measures such as pumping limits, water-use allocations, fees, or fallowing irrigated land; however, large-scale reliance on demand reductions alone may have significant economic and operational implications. Such measures could reduce irrigated acreage, affect agricultural production and employment, and require new monitoring, reporting, and enforcement systems to regulate groundwater pumping.

Achieving groundwater sustainability will require decisions about project priorities, cost allocation, and long-term financing. In the absence of such decisions, planning efforts will remain conceptual, and seawater intrusion will continue to advance.

CONCLUSION

Seawater intrusion in the Salinas Valley Basin has been documented for decades and continues in portions of the 180-Foot and 400-Foot pressure aquifers. While technical studies and mitigation concepts have advanced, basin-scale implementation sufficient to restore groundwater balance has not yet occurred.

Multiple agencies share responsibility for groundwater management under SGMA. Existing infrastructure has reduced groundwater pumping in limited areas; however, broader implementation of mitigation strategies will require defined project selection, coordinated governance, and sustainable long-term funding.

The statutory deadline to achieve groundwater sustainability by 2040 establishes a clear, measurable timeline for progress. Advancing specific projects from feasibility to construction, identifying durable funding mechanisms, and aligning stakeholder responsibilities are necessary steps to maintain local control of groundwater management and avoid outcomes like those imposed in other basins placed on SGMA probation.

The CGJ issues its findings and recommendations to support timely decision-making and accountability in the management of Monterey County's groundwater resources.

FINDINGS AND RECOMMENDATIONS

Finding (F1): Although multiple technical and feasibility studies addressing seawater intrusion have been completed, no major seawater intrusion mitigation project has advanced to full approval, funding, or construction. As a result, seawater intrusion continues in portions of the Salinas Valley Basin, increasing long-term risk to groundwater reliability for agricultural, municipal, and domestic users.

Recommendation (R1): The Board of Directors of SVBGSA adopt and publish a written implementation schedule by December 31, 2026, identifying the specific seawater intrusion mitigation project or projects (Brackish Groundwater Restoration Project, Aquifer Storage and Recovery, or the Castroville-Eastside Canal Project) it intends to advance to construction, including estimated costs, funding sources, and target dates for permitting and groundbreaking.

Finding (F2): The existing CSIP and related facilities, including the Salinas Valley Reclamation Project and Salinas River Diversion Facility, provide alternative water supplies to portions of the northern Salinas Valley. However, comparable infrastructure has not been implemented in other areas experiencing groundwater stress. This uneven distribution of alternative supplies limits basin-wide progress toward reducing groundwater pumping.

Recommendation (R2): The Board of Directors of the Monterey County Water Resources Agency prepare and publicly present a feasibility and financing plan identifying options to expand existing alternative water supply infrastructure, or develop new projects, including the Castroville-Eastside Project, to reduce groundwater extraction in coastal aquifers outside the current Castroville service area by March 31, 2027.

Finding (F3): If any of the subbasins within the Salinas Valley Basin fails to meet state-mandated groundwater sustainability requirements under SGMA, the State Water Resources Control Board may intervene, which could result in mandatory pumping reductions and increased regulatory oversight. This would impact local agriculture and economies and reduces local control. Avoiding State intervention requires the timely implementation of groundwater sustainability projects and the identification of reliable funding mechanisms. Absent such decisions, planned groundwater sustainability projects may remain conceptual and seawater intrusion in affected aquifers may continue to progress.

Recommendation (R3): The Monterey County Board of Supervisors conduct a publicly noticed study session to evaluate long-term funding mechanisms to support groundwater sustainability projects developed by SVBGSA and direct staff to report back with recommended funding options by June 30, 2027.

Finding (F4): Disagreements among stakeholders regarding responsibility for and funding of seawater intrusion mitigation have the potential to delay implementation of basin-wide solutions. Continued delays increase the likelihood that mitigation measures will become more costly and difficult to implement over time.

Recommendation (R4): The Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency conduct a public workshop and develop a written consensus-based framework outlining options for project cost allocation and post the framework for public review by December 31, 2026.

REQUEST FOR RESPONSES

Required Responses

The following responses are required pursuant to Penal Code Sections 933 and 933.05:

The CGJ requires a response from the governing bodies below to the following findings and recommendations within 90 days.

Respondent	Findings	Recommendations
Monterey County Board of Supervisors	F3	R3
Board of Directors, Salinas Valley Basin Groundwater Sustainability Agency	F1, F3, F4	R1, R3, R4
Board of Directors, Monterey County Water Resources Agency	F2	R2

Invited Responses

The CGJ invites responses from the below elected officials whose districts include portions of Monterey County to the following findings and recommendations.

Respondent	Findings	Recommendations
Hon. Zoe Lofgren, U.S. Representative, Congressional District 18	F3	R3

Hon. Jimmy Panetta, U.S. Representative, Congressional District 19	F3	R3
Hon. John Laird, California State Senator, Senate District 17	F3	R3
Hon. Dawn Addis, California Assembly Member, District 30	F3	R3
Hon. Robert Rivas, California Assembly Member, District 29	F3	R3

DISCLAIMER

Reports issued by the grand jury do not identify persons interviewed. Penal Code Section 929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

GLOSSARY AND ACRONYMS

180/400-Foot Aquifer Subbasin – Coastal subbasin of the Salinas Valley Groundwater Basin.

AF -- Acre-Foot – A unit of water volume equal to the amount needed to cover one acre of land to a depth of one foot (approximately 325,851 gallons).

ASR (Aquifer Storage and Recovery) – A process that injects treated water into an aquifer for storage and later recovery.

Brackish water – Water with dissolved solids concentration higher than freshwater but lower than seawater, typically requiring desalination for beneficial use.

California Environmental Quality Act – This act generally requires State and local government agencies to inform decision makers and the public about the potential environmental impacts of proposed projects, and to reduce those environmental impacts to the extent feasible.

CFS (Cubic Feet per Second) – A measure of flow rate commonly used for river diversions and water releases.

Critically overdrafted – A condition in which continued groundwater management under existing practices would likely result in significant adverse environmental, social, or economic impacts due to groundwater overdraft, where groundwater extraction exceeds the basin’s sustainable supply.

CSIP -- Castroville Seawater Intrusion Project – Recycled water delivery system designed to reduce groundwater pumping in the Castroville area.

Demand management – Structured measures to reduce net groundwater pumping to maintain basin sustainability under SGMA.

Desalination – The process of removing dissolved salts from water to make it suitable for beneficial use, such as irrigation or potable supply.

Groundwater basin – A geologically defined area where groundwater is naturally stored and flows within interconnected aquifers, bounded by natural features such as bedrock or faults, and managed as a single hydrologic unit.

Groundwater sustainability – Management of groundwater resources to avoid undesirable results such as chronic lowering of groundwater levels or seawater intrusion.

Overdraft – Long-term extraction of groundwater in excess of recharge, resulting in declining water levels.

SGMA – Sustainable Groundwater Management Act – California law enacted in 2014 requiring sustainable management of groundwater basins.

Salinas River Diversion Facility – Infrastructure component of the Salinas Valley Water Project that diverts river flows to reduce groundwater pumping. Commonly referred to as the “Rubber Dam.”

Salinas Valley Reclamation Project (SVRP) – Project providing recycled water for agricultural irrigation in portions of the Salinas Valley.

Saline groundwater – Groundwater containing elevated concentrations of dissolved salts, typically measured as chloride or total dissolved solids.

Seawater intrusion – Inland migration of saline groundwater into freshwater aquifers due to reduced hydraulic pressure from overdraft.

Subbasin – A subdivision of a groundwater basin created by dividing it into smaller units using geologic, hydrologic, or institutional boundaries.

SVBGSA -- Salinas Valley Basin Groundwater Sustainability Agency – Joint powers authority responsible for implementing SGMA in the Salinas Valley Basin.

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APPENDIX A – BASIN CONTEXT

This appendix provides a technical background on the hydrogeology of the Salinas Valley Basin, the aquifers affected by seawater intrusion, and the historical development of intrusion studies.

Physiographic Setting and Groundwater Conditions

The Salinas Valley Basin consists of layered alluvial aquifers formed by sediment deposits from the Salinas River and surrounding mountain ranges. These aquifers historically supplied groundwater for agriculture, municipal systems, and domestic wells.

Groundwater levels fluctuate based on recharge, river flows, and pumping. In coastal subbasins, sustained pumping has lowered groundwater elevations below sea level in portions of the 180-Foot and 400-Foot aquifers, reducing hydraulic pressure that historically limited inland movement of saline groundwater.

Figure 1 illustrates a simplified cross-section of the basin and the 180-Foot and 400-Foot aquifers most affected by seawater intrusion. The two aquifers, also referred to as

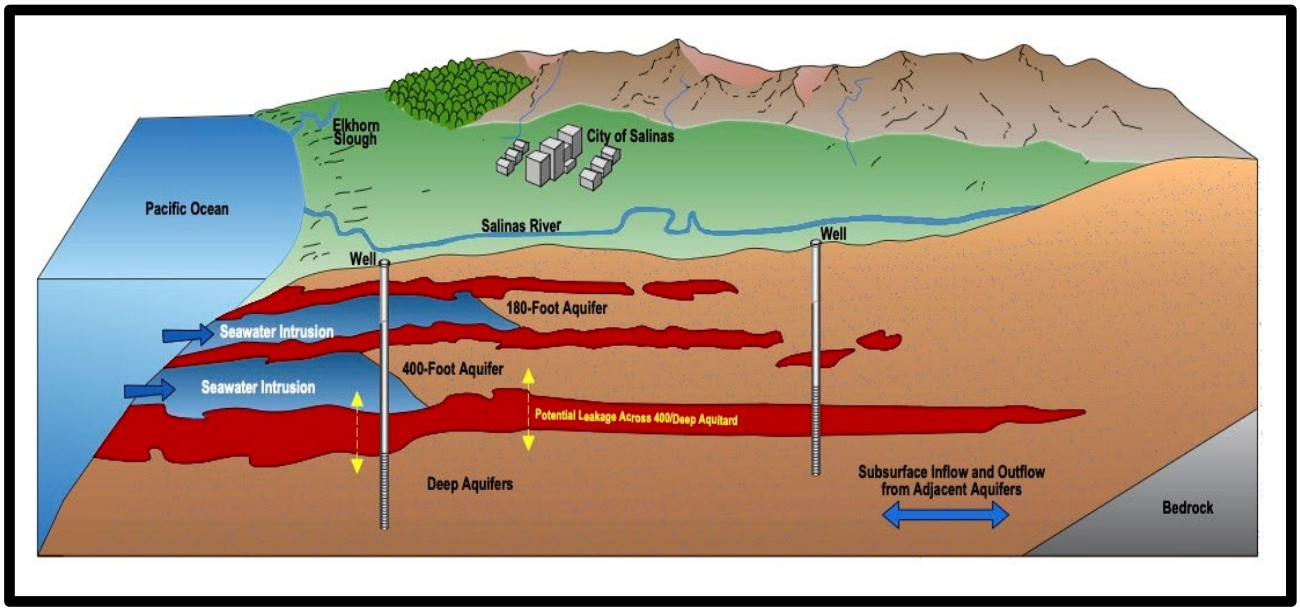


Figure 1 – Simplified profile of Salinas Valley hydrogeology

Source: Courtesy of SVBGSA.

“pressure aquifers,” extend to the boundary with Monterey Bay. Beneath them is the Deep Aquifer, which at present has not been impacted by seawater intrusion, primarily due to the clay aquitards shown in red. The California Department of Water Resources has formally designated the Salinas Valley Groundwater Basin as comprised of six primary subbasins: Upper Valley, Forebay, Langley, Eastside, 180/400-Foot Aquifer, and Monterey.

The 180/400-Foot Aquifer Subbasin is classified as critically overdrafted under SGMA. Figure 2 shows the geographic extent of these subbasins.

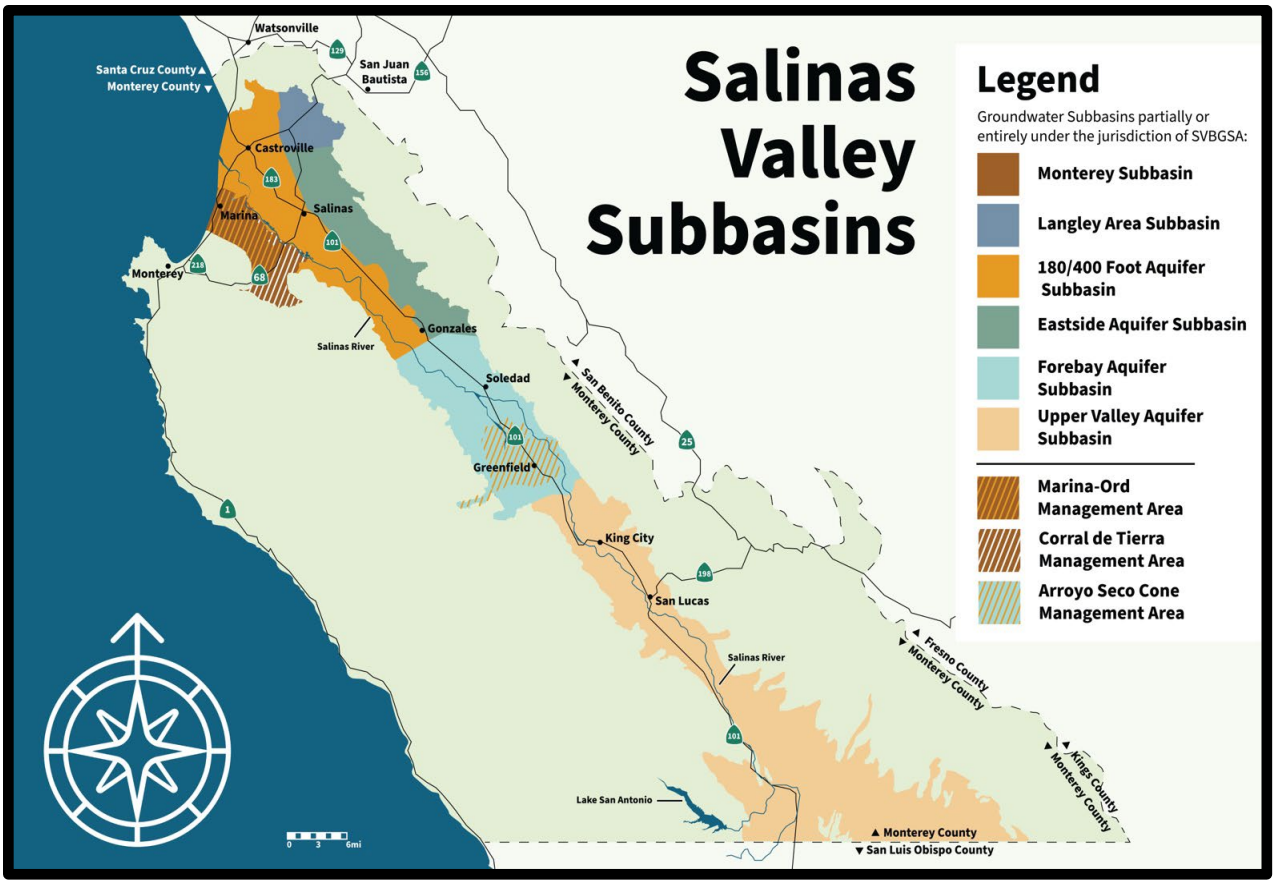


Figure 2 – Subbasins in Salinas Valley

Source: Courtesy of SVBGSA.

Agricultural irrigation accounts for the majority of groundwater extraction in the Salinas Valley Basin. In coastal portions of the basin, sustained pumping from the 180-Foot and 400-Foot aquifers has reduced groundwater elevations below sea level in some areas, allowing saline groundwater to migrate inland. As a result, agricultural groundwater from the Salinas River is the primary surface water feature influencing recharge of the Salinas Valley Groundwater Basin. Expansion of irrigated agriculture in the 20th century significantly increased groundwater pumping throughout the basin.

In response to declining groundwater levels and recurring flooding, the Monterey County Water Resources Agency constructed Nacimiento Dam (completed in 1957) and San Antonio Dam (completed in 1967). These reservoirs enabled controlled releases into the Salinas River to support groundwater recharge during dry periods and remain central to existing and proposed mitigation strategies.

By the mid-20th century, studies by the Department of Water Resources identified groundwater overdraft in coastal portions of the basin, meaning that extraction exceeded natural recharge. Despite reservoir operations, groundwater extraction in coastal subbasins continued to exceed recharge in subsequent decades. Declining groundwater elevations reduced hydraulic pressure in the coastal aquifers, allowing inland migration of saline groundwater. Cities and communities relied primarily on groundwater wells for municipal supply, while agricultural production expanded, further increasing demand.

As a result, agricultural ground water demand is central to both the basin’s economic vitality and the scale and cost of long-term mitigation efforts.

History of Seawater Intrusion in the Salinas Valley

Seawater intrusion in the Salinas Valley has been documented since at least the 1930s, when coastal wells were abandoned due to increasing salinity. By the 1940s, the California Department of Water Resources formally identified seawater intrusion associated with groundwater overdraft and evaluated basin conditions through technical

studies. These early findings established the long-term link between groundwater extraction and inland migration of saline water.

Over subsequent decades, groundwater extraction in coastal subbasins continued to exceed recharge. Long-term monitoring data and hydrologic modeling conducted by the U.S. Geological Survey and regional agencies document continued inland migration of saline groundwater in the 180-Foot and 400-Foot Aquifers.

Because seawater contains high chloride concentrations, chloride mapping is commonly used to track the inland movement of saline groundwater. Maps of chloride distribution (Figure 3a and Figure 3b) show that seawater intrusion remains an ongoing condition in portions of the basin.

Critical Impacts of Seawater Intrusion

In the Salinas Valley, seawater intrusion is most pronounced in the confined 180-Foot and 400-Foot Aquifers. Sustained groundwater extraction has reduced hydraulic pressure in these coastal subbasins, allowing saline groundwater to migrate inland and contaminate previously usable wells. The resulting impacts include well abandonment, increased treatment costs, and reduced groundwater availability in affected areas.

Long-term monitoring data document these conditions. Contamination has been documented in wells produced from the 180-Foot and 400-Foot Aquifers (see Figure 4). In the Castroville Seawater Intrusion Project area, the number of supplemental wells has declined from 22 to 9 due to salinity. Municipal and community wells in coastal areas have also experienced salinity impacts.

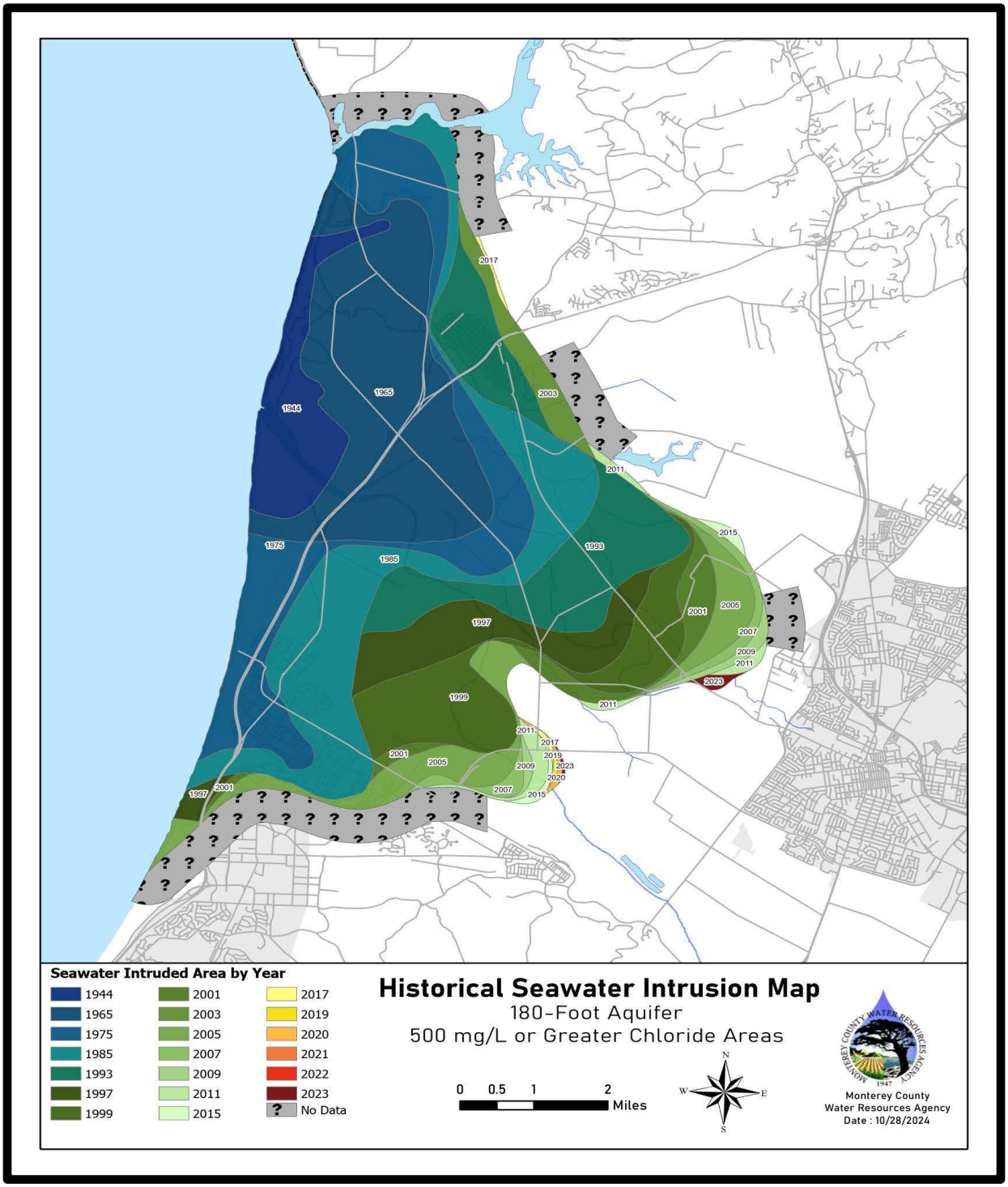


Figure 3a – Historical Seawater Intrusion Map, Pressure 180-Foot Aquifer

Source: Monterey County Water Resources Agency, 2024.
Historical Seawater Intrusion Map – 180-Foot Aquifer.

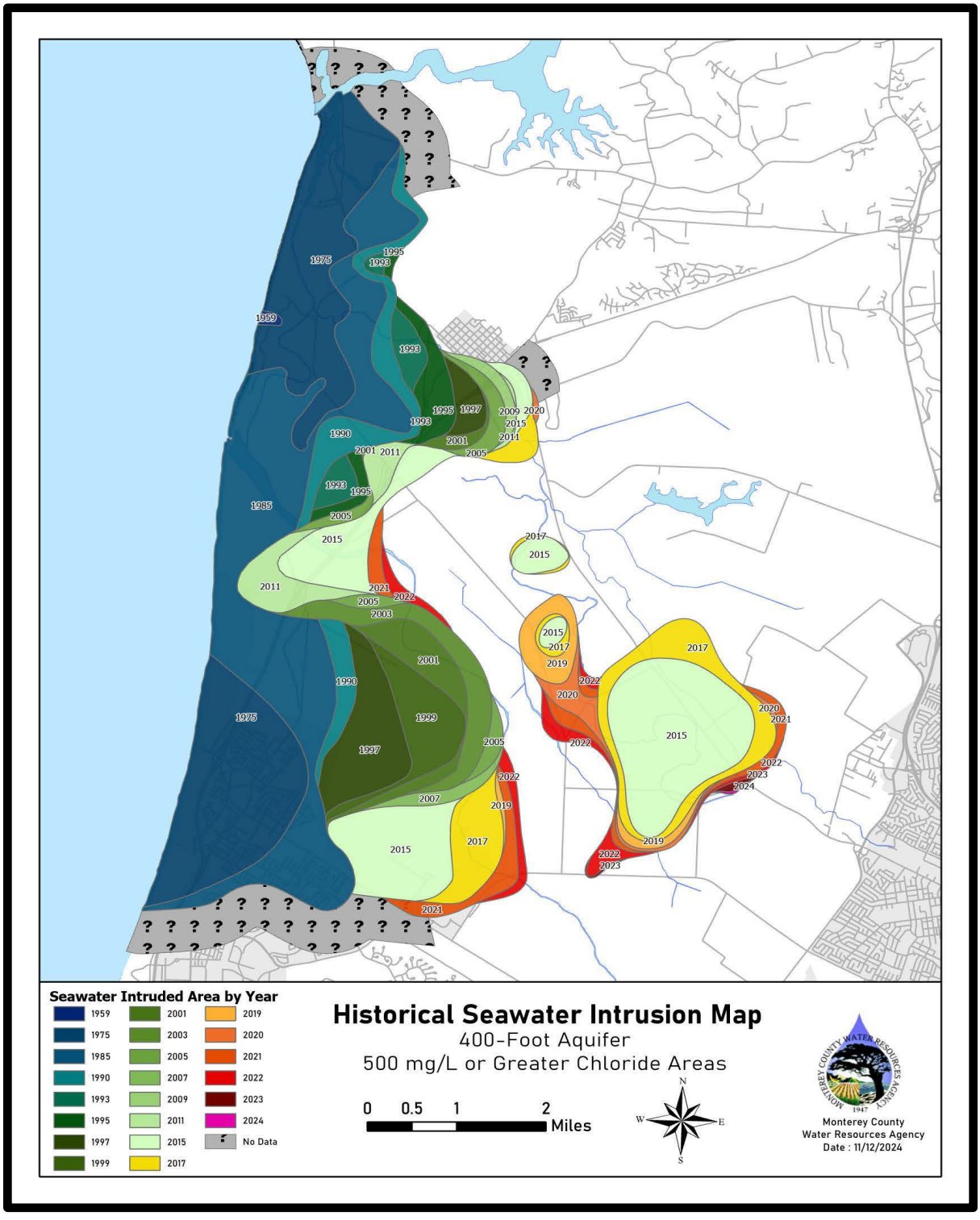


Figure 3b – Historical Seawater Intrusion Map, Pressure 400-Foot Aquifer

Source: Monterey County Water Resources Agency. 2024. Historical Seawater Intrusion Map – 400-Foot Aquifer.

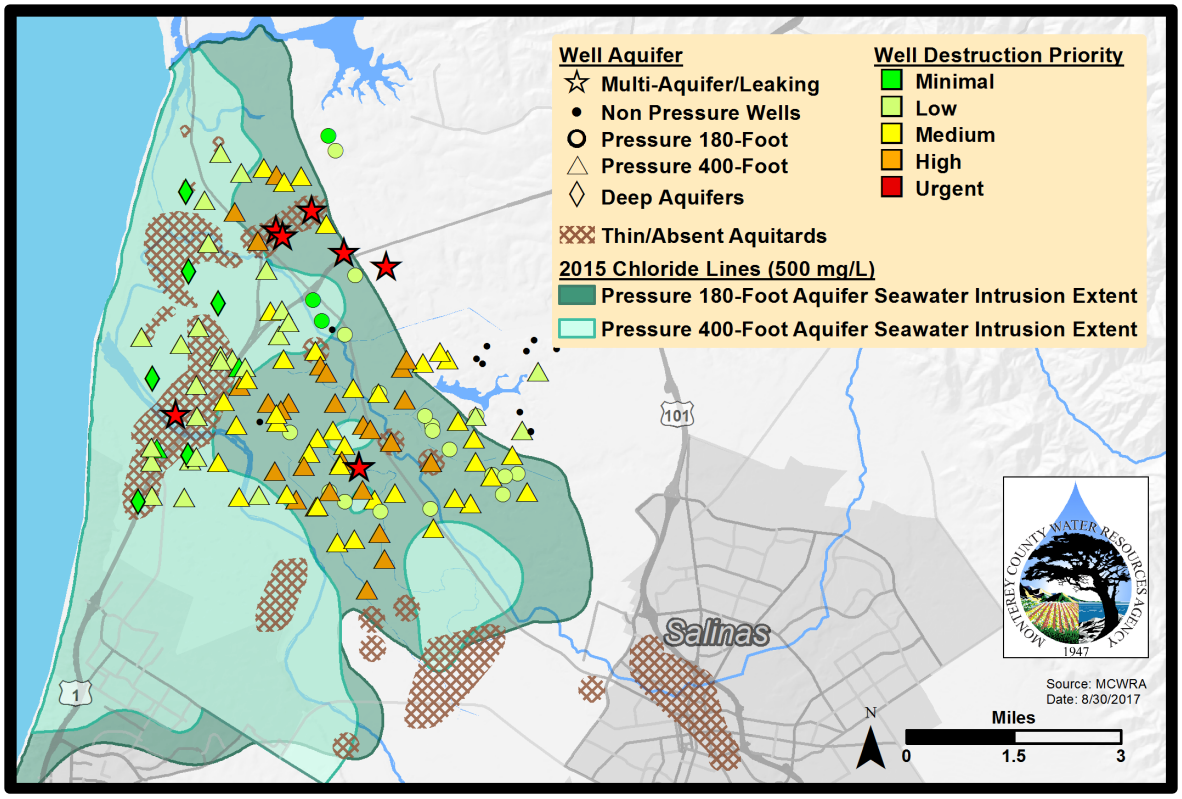


Figure 4 – Wells Prioritized for Destruction in Zone 2B

Source: Monterey County Water Resources Agency. 2017. Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin.

APPENDIX B – EXISTING MITIGATION INFRASTRUCTURE

This appendix describes existing infrastructure projects currently used to reduce groundwater pumping and mitigate seawater intrusion in the northern Salinas Valley.

Castroville Seawater Intrusion Project

The CSIP, developed in the late 1990s as part of the Salinas Valley Reclamation Project, was designed to reduce groundwater pumping in the Castroville area by delivering recycled water for agricultural irrigation. Treated wastewater from Monterey One Water (formerly Monterey Regional Water Pollution Control Agency) is purified to a standard suitable for crop application and distributed within the CSIP service area. The project began operations in 1998 and has supplied recycled water in lieu of groundwater pumping within its designated area.

Salinas Valley Water Project

The Salinas Valley Water Project was developed to reduce seawater intrusion and support groundwater sustainability by supplementing natural recharge. Phase I of the project relies on controlled releases from the Nacimiento and San Antonio reservoirs to maintain river flows that enhance groundwater recharge in the Salinas Valley. The project is intended to help balance groundwater extraction with available recharge under projected demand conditions.

Salinas River Diversion Facility

The Salinas River Diversion Facility (commonly referred to as the “Rubber Dam”) is a component of the Salinas Valley Water Project and was completed in 2010. The facility diverts river flows near Blanco Road, treats the water, and delivers it for agricultural irrigation within its service area. By supplying surface water during periods of sufficient flow, the project reduces reliance on groundwater pumping; however, its operation depends on river conditions and available releases.

APPENDIX C – PROPOSED MITIGATION PROJECTS

This appendix summarizes major mitigation projects that have been proposed or evaluated to address seawater intrusion in the Salinas Valley Basin.

Brackish Groundwater Restoration Project

The Brackish Groundwater Restoration Project is a proposed basin-scale mitigation project intended to address seawater intrusion in the critically overdrafted 180/400-Foot Aquifer Subbasin. The project concept includes installation of extraction wells between Marina and Moss Landing to pump brackish groundwater, treatment of that water through desalination, and reinjection of treated water inland to create a hydraulic barrier intended to slow or reverse inland migration of saline groundwater.

As proposed, extraction wells would reduce saline groundwater concentrations in the coastal zone while treated water would be reinjected near Castroville and Salinas to restore groundwater pressure. Figure 5 illustrates the conceptual layout of extraction, treatment, and reinjection facilities.

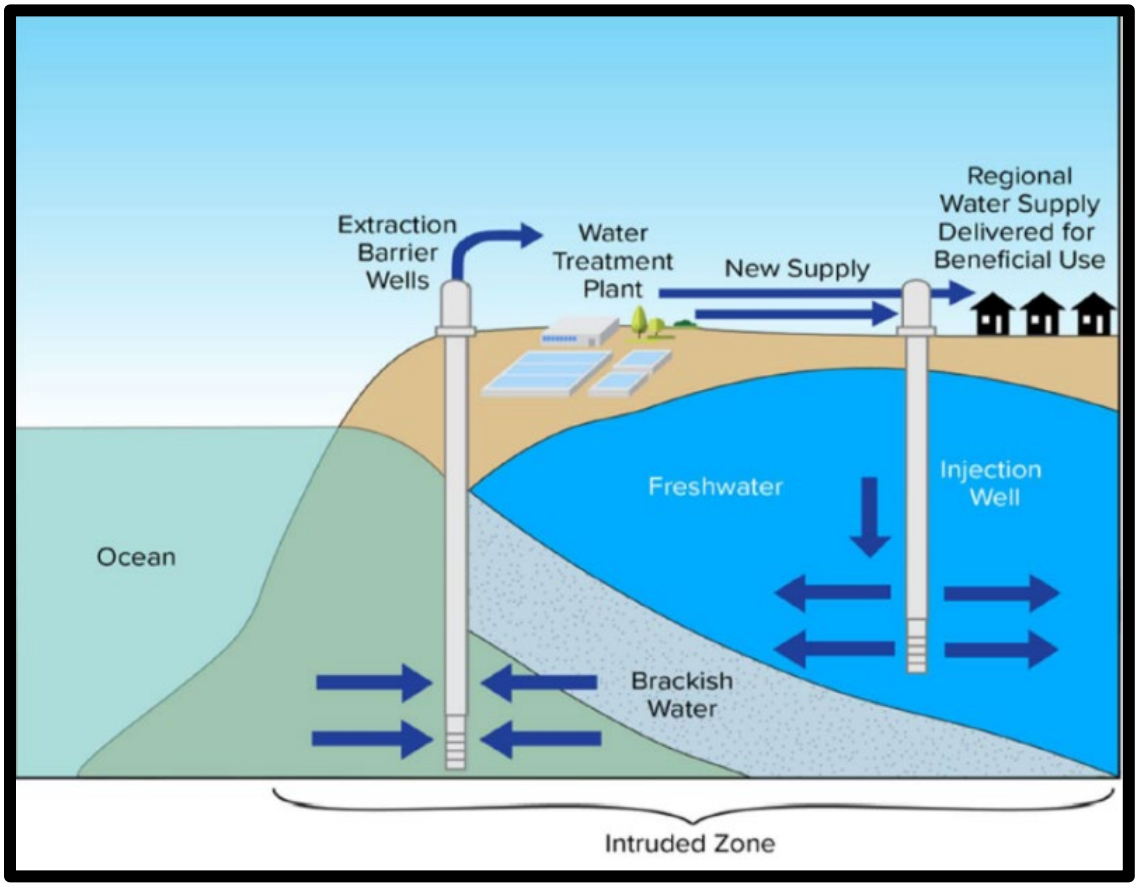


Figure 5 – Brackish Groundwater Restoration Project Concept

Source: Courtesy of SVBGSA.

The project is currently in feasibility evaluation, including engineering design, permitting requirements, projected capital cost, operating cost, and effectiveness modeling. Any advancement beyond feasibility would require formal approval by the SVBGSA Board and identification of long-term funding sources.

Castroville and Eastside Canal Project

The Castroville & Eastside Canal and Alternatives Feasibility Study, Phase 1 (C&E Study) has evaluated potential diversion of Salinas River flows to supplement groundwater recharge and reduce pumping in the 180/400-Foot, Eastside, and Langley subbasins. The concept involves diverting excess natural river flows and conveying

them through existing or expanded canal systems for agricultural use or aquifer recharge.

An existing State diversion permit authorizes diversion of up to 400 cubic feet per second (cfs), subject to availability of excess natural flows. Diverted water does not include reservoir releases and is constrained by hydrologic conditions and regulatory requirements. Petitions for permit modification and time extension are pending to allow for environmental review and additional analysis under the California Environmental Quality Act.

As currently envisioned, diversion facilities near Chualar would convey water by pipeline to storage basins for direct irrigation use or groundwater injection in designated subbasins. The next phase of the project feasibility evaluation will look at scenarios including engineering design, permitting, environmental review, and cost assessment.

CSIP Expansion and Aquifer Storage and Recovery

An expansion of the CSIP has been proposed to increase recycled water delivery beyond its current approximately 12,000-acre service area by an additional 10,000 to 12,000 acres. The expansion, referred to as the New Castroville Seawater Intrusion Project (NSIP), would utilize recycled water produced by Monterey One Water, including supplies associated with the Pure Water Monterey project. Supplemental environmental review was completed in 2021. The proposed expansion is intended to further reduce groundwater pumping in coastal subbasins by increasing the availability of non-potable recycled water for agricultural irrigation.

In addition to service-area expansion, Aquifer Storage and Recovery is being evaluated as a related component. This strategy involves injecting treated water into an aquifer for storage and later extraction. This approach is currently implemented in the Seaside Basin using highly treated recycled water and is under consideration for the 180-Foot and 400-Foot Aquifer Subbasin. As modeled, these wells would be located between Castroville and Salinas near the inland extent of seawater intrusion. Injected water

would create a localized hydraulic mound intended to slow or prevent further inland migration of saline groundwater.

Both the NSIPand Aquifer Storage and Recovery components remain subject to engineering analysis, permitting, and funding determinations prior to implementation.

APPENDIX D – DEMAND MANAGEMENT

This appendix outlines the demand management framework adopted under SGMA and potential measures that could be implemented if basin conditions require pumping reductions.

In addition to infrastructure projects, the SVBGSA has adopted a Demand Management Framework as a planning tool to address groundwater sustainability if basin conditions warrant. The framework establishes staged response levels based on groundwater conditions, ranging from sustainable operation to probation risk under SGMA. Triggers include long-term basin performance metrics and short-term indicators such as groundwater level declines and reservoir supply conditions.

The framework outlines potential administrative, economic, and operational measures that could be implemented if required to meet SGMA objectives. These measures include efficiency programs, pumping limits, water use accounting systems, and demand management fees. The framework does not automatically activate restrictions but provides a structure for implementation should basin conditions deteriorate or SGMA compliance be at risk.

APPENDIX E – WATER MANAGEMENT ENTITIES

Water management in Monterey County involves numerous public agencies, special districts, municipal utilities, private companies, and joint powers entities. These organizations perform functions that include groundwater management, water supply, and development of regional infrastructure. State and federal agencies also play regulatory and oversight roles affecting water management within the County.

The entities listed below demonstrate the number and variety of organizations involved in water collection, management, monitoring, treatment, and distribution within the County. The list focuses primarily on local and regional entities and is provided to illustrate the complexity of the local water management structure. It is not intended to be an exhaustive inventory of every entity involved in water governance.

Groundwater Sustainability Agencies

- Arroyo Seca Groundwater Sustainability Agency
- Marina Coast Water District (Groundwater Sustainability Agency)
- Monterey County Groundwater Sustainability Agency
- Salinas Valley Basin Groundwater Sustainability Agency

Regional Water Management Authorities

- Monterey County Water Resources Agency
- Pajaro Valley Water Management Agency
- Monterey Peninsula Water Management District
- Seaside Groundwater Basin Watermaster

Municipal and Private Water Utilities

Cities and utilities operate drinking water systems that supply residents, businesses, and agriculture throughout Monterey County. Many municipalities maintain water departments or public works divisions responsible for water production, treatment, and distribution within their jurisdictions.

Examples include:

Municipal water systems

- Greenfield Municipal Water
- Gonzales Municipal Water
- Seaside Municipal Water
- Soledad Water Division
- City of Salinas Water Services

Other cities in the County also operate municipal water systems through their public works or utilities departments.

Private water utilities and mutual water companies

- California American Water Company
- California Water Service
- ALCO Water Service
- Moss Landing Mutual Water Company

Special Districts and Joint Powers Authorities

- Castroville Community Services District

- Marina Coast Water District (Joint Powers Agency)

Regional Water Infrastructure Projects

Several large infrastructure projects have been developed or proposed to improve water supply reliability and address seawater intrusion in coastal aquifers. These projects typically involve partnerships among multiple local and regional agencies.

- Salinas Valley Water Project
- Pure Water Monterey
- Castroville Seawater Intrusion Projects
- Sand City Desalination Plant

The number and variety of organizations involved in water management reflects the complex institutional structure governing groundwater, water supply, and related infrastructure in Monterey County.

County of Monterey

Board Report

Legistar File Number: WRAG 26-182

Item No.12

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

June 15, 2026

Introduced: 5/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

June 2026 Calendar
July 2026 Calendar

June 2026

MC Water

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 31	Jun 1	2	3 10 AM Planning Commit	4 [redacted]	5 9 AM Finance and Admi 11 AM SPECIAL MEETING-I	6
7	8	9	10	11 [redacted]	12	13
14	15 Board of Directors Meet 12 PM WRA Board of Di	16	17	18 [redacted]	19 Juneteenth	20
21	22	23	24	25 [redacted] 1:30 PM Water Resource	26	27
28	29	30	Jul 1 10 AM Planning Commit	2 [redacted] 2 PM Joint Water Resource	3 Independence Day (Obser	4

July 2026

July 2026

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1 10:00am Planning Committee - 2026 (Saffron Room - 1441 Schillings Pl, Salinas,CA 93901 or	2 [redacted] 2:00pm Joint Water Resources/Board of	3 Independence Day (Observed)	4
5	6	7	8 8:00am Board Of Directors Strategic Planning Workshop (194-SaffronRM) - MC Water	9 8:00am Strategic Planning Workshop (194-Cinnamon) - MC [redacted]	10 9:00am Finance and Administration Committee - July 2026 (Saffron Room - 1441 Schillings Pl,	11
12	13	14	15	16 [redacted]	17	18
19	20 Board of Directors Meeting - 930-Board of Directors 12:00pm WRA Board of Directors Zoom Link	21	22	23 [redacted]	24	25
26	27	28	29	30 [redacted] 1:30pm Water Resources Advisory	31	Aug 1

County of Monterey

Board Report

Legistar File Number: WRAG 26-209

Item No.13

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

June 15, 2026

Introduced: 6/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

1. Personnel
2. General Liability and Pollution Insurance

County of Monterey

Board Report

Legistar File Number: WRAG 26-180

Item No.14

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

June 15, 2026

Introduced: 5/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Committee Agenda's for May and June 2026.

- Water Resources Agency Water Resources Advisory Committee Agenda -Cancelled
- Finance & Administration Committee Agenda June 5, 2026
- Water Resources Agency Planning Committee Agenda Planning June 3, 2026

County of Monterey

Schilling Government Center
1441 Schilling Place
Salinas, CA 93901

Meeting Agenda - Final

Saffron Room - 1441 Schilling Place, Salinas CA 93901 or via Zoom

Thursday, May 28, 2026
1:30 PM

SLO County Chair location: Old Courthouse Room 207
976 Osos Street, San Luis Obispo, CA 93408

Water Resources Advisory Committee

For information on The Ralph M. Brown Act: Open Meetings, please click the link below:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

COMMITTEE MEMBERS:
John Baillie, Chair
Jason Smith, Vice Chair
Ken Ekelund
Jon Conatser
Doug Scattini
David Bunn
Steve McIntyre
Grant Cremers
Dennis Lebow
Robin Lee
Patrick Breen
Nathan Merkel
Anna McKenna
Douglas Blois
Salinas Valley City - Vacant

How to participate in this meeting:
Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: https://montereycty.zoom.us/j/94660417478?pwd=tPGpV3BHvH32Z9ikayGJjfjmaIifAT.1 - Meeting ID: 946 6041 7478 Password: 414544

To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted: Phone Number: (669) 219 2599 Meeting ID: 946 6041 7478 Password: 414544

In-Person at the address listed above.

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Wednesday prior to the Committee meeting, to WRAPubliccomment@countyofmonterey.gov,. Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the "Raise Hand" button. On the phone, or press *9 on the phone. The Secretary to the Board Committee will call speaker names and un mute speaker mics. You will have 2 minutes to provide your comments. Please note, the time limit to speak for commenter's who have already submitted something in writing may be shortened.

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.

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

Cómo participar en esta reunión:
De forma remota vía Zoom: Los miembros del público pueden participar en esta reunión de manera virtual a través de una computadora o dispositivo inteligente. Para unirse a la reunión de Zoom, copie y pegue el siguiente enlace en su navegador: https://montereycty.zoom.us/j/94660417478?pwd=tPGpV3BHvH32Z9ikayGJjfjmaIifAT.1 - ID de la reunión: 946 6041

7478 Contraseña: 414544

Para participar por teléfono:Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:
Número de teléfono: (669) 219 2599 ID de la reunión: 946 6041 7478 Contraseña: 414544

En persona: En la dirección indicada anteriormente.

Comentarios del público:Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.

Antes de la reunión por correo electrónico:
Envíe sus comentarios por correo electrónico antes de las 5:00 p. m. del miércoles previo a la reunión a WRAPubliccomment@countyofmonterey.gov. Incluya en el asunto el nombre del Comité, la fecha de la reunión y el número del punto de la agenda. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados en el registro oficial.

Durante la reunión mediante comentarios orales: Cuando el Presidente solicite comentarios del público, los asistentes pueden hacer fila para hablar levantando la mano en persona. En la aplicación de Zoom, haga clic en el botón "Levantar la mano". Por teléfono, presione *9.

El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 2 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

Las personas con discapacidades que necesiten una adaptación razonable para observar o participar en la reunión pueden solicitarla por correo electrónico a: WRApubliccomment@countyofmonterey.gov

La solicitud debe realizarse a más tardar al mediodía del miércoles previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

Call to Order

Roll Call

Public Comments

Committee Member Comments

Consent Calendar

1. Approve the Minutes of the Water Resources Advisory Committee meeting held on April 30, 2026.

   Attachments: draft Meeting Minutes April 30 2026

Presentations

2. Review of the Water Year 2025 Groundwater Extraction Summary Report. (Staff: Amy Woodrow)

Attachments: Board Report
Groundwater Ext Summary Report WY2025

Staff Reports

3. Overview of progress on the Bulletin 74 California Well Standards Update. (Staff: Amy Woodrow)

Attachments: Board Report

4. Current Reservoir Conditions, Release, and Downstream Flow. (Staff: Joey Klein and Casey DeLay)

Attachments: Reservoir Storage and Release Update
2026 Reservoir Release Schedule
Reservoir Elevation and Storage May 2026
SRDF Daily Cumulative Diversions 2026
Synopsis of Reservoir Release Changes

5. Operations and Maintenance Activities at the Dams. (Staff: Jason Demers)

6. Nacimiento Dam Projects Status Update. (Staff: Mark Foxworthy)

7. Update on the Status of the Agency's Grazing Lease Renewals. (Staff: Jason Demers)

Status Reports

8.
- Reservoir Recreation and Parks Activities
- County of San Luis Obispo Activities
- Mussel Program Pre-Season Update

Calendar

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

Adjournment

County of Monterey

Schilling Government Center
1441 Schilling Place
Salinas, CA 93901

Meeting Agenda - Final

Friday, June 5, 2026
9:00 AM

Saffron Conference Room
1441 Schilling Place, Salinas, CA 93901

Finance and Administration Committee

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

COMMITTEE MEMBERS:
Mark Gonzalez, Chair
John Baillie, Vice Chair
Matt Simis
Mike LeBarre

How to participate in this meeting: In-Person at the address listed above.

Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: https://montereycty.zoom.us/j/97233469235?pwd=zKS4Wi7Bt1KYrRj9IBE0Hqb2JFplXh.1
Meeting ID: 972 3346 9235 Password: 289821

To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted:
Phone Number: (669) 219 2599 Meeting ID: 972 3346 9235
Password: 289821

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Tuesday prior to the Committee meeting, to WRAPubliccomment@countyofmonterey.gov. Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the "Raise Hand" button. On the phone, or press *9 on the phone. The Secretary to the Board Committee will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.
Please note, the time limit for commenters who have already submitted something in writing may be shortened.

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 Tuesday prior to the Committee meeting in order to provide time for the Agency to address the request.
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Cómo participar en esta reunión: En persona: En la dirección indicada anteriormente.
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ID de la reunión: 972 3346 9235 Contraseña: 289821
Para participar por teléfono:Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:
Número de teléfono: (669) 219 2599 ID de la reunión: 972 3346 92351 Contraseña: 289821

Comentarios del público:Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.

Antes de la reunión por correo electrónico: Los comentarios escritos pueden enviarse por correo electrónico hasta las 5:00 p. m. del martes previo a la reunión del Comité a: WRAPubliccomment@countyofmonterey.gov

Por favor, indique el nombre del Comité, la fecha de la reunión y el número del punto de la agenda en el asunto del correo electrónico. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados como parte del registro oficial.

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Las personas con discapacidades que deseen solicitar una adaptación o modificación razonable para observar o participar en la reunión pueden hacerlo enviando un correo electrónico a: WRApubliccomment@countyofmonterey.gov
La solicitud debe realizarse a más tardar al mediodía del martes previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

Call to Order

Roll Call

Public Comments

Committee Member Comments

Consent Calendar

1. Approve the Action Minutes of the Finance and Administration Meeting held on April 3, 2026.

   Attachments: Draft Meeting Minutes April 3, 2026

Scheduled Items

2. Consider recommending that the Board of Directors authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of $1,345,994; and Consider recommending that the Board of Directors approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% ($269,199) of the original agreement, for a total contract amount not to exceed amount of $1,615,193.

   Attachments: Board Report
   Worthington Inc Estimate

3. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning., for

environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of $75,000 for a total contract amount not to exceed $150,000; and authorize the General Manager to execute Amendment No. 1. (Staff: Elise Harden)

Attachments: Board Report
Executed Original Agreement
DRAFT Amendment No. 1
Amendment No 1 Exhibit A

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and authorize the General Manager to execute Amendment No. 3.

Attachments: Board Report
Executed Original Agreement
Amendment No 1
Amendment No 2
Draft Amendment No 3

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of $250,000 for a total contract amount not to exceed $350,000; and authorize the General Manager to execute Amendment No. 1.

Attachments: Board Report
Executed Agreement
Draft Amendment Agreement

6. Monthly Financial Report thru April 30, 2026. (Staff: Nan Kim)

Attachments: FY26 April Financial Reports

Staff Reports

7. Receive a Personnel Update (Staff: Jessell Fenley)

8. Grazing Lease Revenue Update (Staff: Jessell Fenley)

9. Boat Dock Revenue Update (Staff: Mallory Roberts)

10. Monterey One Water Financial Reports thru March 31, 2026. (Staff: Nan Kim)

Attachments: M1W March 31 2026 Expenditures Report

Calendar

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

Adjournment

County of Monterey

Schilling Government Center
1441 Schilling Place
Salinas, CA 93901

Meeting Agenda - Final

Wednesday, June 3, 2026
10:00 AM

Saffron Conference Room
1441 Schilling Place, Salinas, CA 93901

Water Resources Agency Planning Committee

For information on The Ralph M. Brown Act: Open Meetings please click on the link below: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

COMMITTEE MEMBERS:
Ken Ekelund, Chair
Deidre Sullivan, Vice Chair
Matt Simis
Mark Gonzalez

How to participate in this meeting: In-Person at the address listed above.

Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1

Meeting ID: 923 2969 3521 Password: 901221
To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted: Phone Number: (669) 219 2599 Meeting ID: 923 2969 3521 Password: 901221

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Tuesday prior to the Committee meeting, to WRAPubliccomment@countyofmonterey.gov. Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the "Raise Hand" button. On the phone, or press *9 on the phone. The Secretary to the Board Committee will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.
Please note, the time limit for commenters who have already submitted something in writing may be shortened.

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 Tuesday prior to the Committee meeting in order to provide time for the Agency to address the request.
The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner

Cómo participar en esta reunión: En persona: En la dirección indicada anteriormente.

De forma remota vía Zoom: Los miembros del público pueden participar en esta reunión de manera virtual a través de una computadora o dispositivo inteligente. Para unirse a la reunión de Zoom, copie y pegue el siguiente enlace en su navegador: https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1

ID de la reunión: 923 2969 3521 Contraseña: 901221
Para participar por teléfono:Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:
Número de teléfono: (669) 219 2599 ID de la reunión: 923 2969 3521 Contraseña: 901221

Comentarios del público:Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.

Antes de la reunión por correo electrónico: Los comentarios escritos pueden enviarse por correo electrónico hasta las 5:00

p. m. del martes previo a la reunión del Comité a: WRAPubliccomment@countyofmonterey.gov

Por favor, indique el nombre del Comité, la fecha de la reunión y el número del punto de la agenda en el asunto del correo electrónico. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados como parte del registro oficial.

Durante la reunión mediante comentarios orales: Cuando el Presidente solicite comentarios del público, los asistentes pueden hacer fila para hablar levantando la mano en persona. En la aplicación de Zoom, haga clic en el botón "Levantar la mano". Por teléfono, presione *9.

El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 3 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

Las personas con discapacidades que deseen solicitar una adaptación o modificación razonable para observar o participar en la reunión pueden hacerlo enviando un correo electrónico a: WRApubliccomment@countyofmonterey.gov
La solicitud debe realizarse a más tardar al mediodía del martes previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

1. Approved the Action Minutes of the Planning Committee meeting held on May 6, 2026.

   Attachments: Draft Minutes Planning Committee May 6, 2026

Scheduled Items

2. Review and consider receiving a scope of work for Fernando DePaolis, Ph.D. to perform a study of the Economic Value of Groundwater Recharge, Salinas Valley. (Staff: Ara Azhderian)

   Attachments: Board Report
   DePaolis Scope of Work

3. Review and consider receiving the Raftelis Employee Satisfaction Survey Proposal. (Staff: Ara Azhderian)

   Attachments: Board Report
   Raftelis Proposed Employee Satisfaction Survey Scope of Work

4. Consider recommending that the Board of Directors recommend to the Board of Supervisors of the Monterey County Water Resources Agency approve grazing lease forms and a public bid notice for Agency grazing lands located around San Antonio and Nacimiento Reservoirs; and direct the Clerk of the Board of Supervisors to advertise for bids. (Staff: Jessell Fenley)

Attachments: Board Report
1. DRAFT Grazing Lease Agreement and Exhibits
2. DRAFT Bidders Prequalification Document
3. DRAFT Public Notice - Grazing Land Bid Notice
4. DRAFT Maps of Agency Lease Areas

Staff Reports

5. Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee. (Staff: Shaunna Murray)

Attachments: Board Report

6. Receive an update on the Strategic Plan. (Staff: Shaunna Murray)

Calendar

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

Adjournment

County of Monterey

Board Report

Legistar File Number: WRAG 26-198

Item No.15

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

June 15, 2026

Introduced: 6/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

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

Reservoir Storage & Release Update

SUMMARY/DISCUSSION:
The Board of Directors receives monthly updates on the status of Agency reservoirs.

RAINFALL: After a dry March, April had a series of storms which brought inflow to the reservoirs. Despite these rain events, flows in the Salinas River downstream of the reservoirs were uninfluenced by the April storms and were mainly influenced by the conservation releases that started on March 26.

RESERVOIR ELEVATION / STORAGE: As of June 9, 2026, San Antonio Reservoir has a water surface elevation of approximately 751.7 feet (NGVD 29), with 202,760 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 767.05 feet, with 214,960 acre-feet of water in storage. San Antonio Reservoir is currently at 61% of storage capacity and Nacimiento Reservoir is at 57% of capacity.

RESERVOIR RELEASES: Releases are being made from San Antonio and Nacimiento Reservoirs for beneficial uses including groundwater recharge, operation of the Salinas River Diversion Facility, and support downstream fish habitat.

Releases as of June 9, 2026:

- Nacimiento Reservoir: 280 cfs
- San Antonio Reservoir: 145 cfs

Total releases from both reservoirs to the Salinas River are approximately 425 cfs. The following "provisional" flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam: 264 cfs
- Salinas River near Bradley: 412 cfs
- Salinas River near King City: 253 cfs
- Salinas River at Soledad: 179 cfs
- Salinas River near Chualar: 81 cfs
- Salinas River near Spreckels: 39 cfs

SALINAS RIVER DIVERSION FACILITY: Diversions started April 6. As of June 8, SRDF has diverted 2,254 AF.

SALINAS RIVER LAGOON: Following storms in late December and early January, the lagoon was breached January 4, 2026. The Salinas Lagoon closed to the ocean on April 10.

Prepared by: Casey DeLay, Hydrologist (831) 755-4860

Introduced: 6/9/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

SUMMARY/DISCUSSION:

Background

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Monterey County Water Resources Agency (Agency) has a seat on the Advisory Committee and will provide periodic updates to the Agency BOD as it affects or is of interest to the Agency.

Summary

Staff participated in the Advisory Committee's special meeting held on May 15, 2026.

The significant topics discussed at the meeting were the Demand Management Overview and the Integrated Implementation Strategy (IIS) Project and Management Action (PMA) Initial Portfolios.

Staff gave context to Demand Management (DM) by reinforcing that projects are the primary goal, but they are not a silver bullet. Management actions, which are changes in water use behavior, are necessary to bridge the gap. DM is the only Management Action that has been proposed by the SVBGSA to address SGMA's Sustainable Management Criteria (SMC). DM alone does not meet the Seawater Intrusion Minimum Thresholds (MTs) by 2040, but it does help in raising groundwater levels. The DM approach includes three phases. The first being the development of a Strategy, which began in 2023 and included a preliminary exploration of concepts. Then was the development of a framework structure that provides a roadmap for future decisions, which was completed in October 2025. Finally, procedures and policies are needed. This phase has not yet begun. Staff then presented DM Groundwater Modeling and Economic Analysis. The modeling results estimated approximate pumping reductions needed to avoid groundwater level undesirable results and demonstrated the connections between subbasins pumping impacts. The economic analysis included both a direct impact and the regional impacts. The implementation of DM has yet to be determined but it may be an interim solution until project constructed and/or to reduce a project's size.

Staff then provided results from their first round of the Integrated Implementation Strategy (IIS) Project and Management Action (PMA) Initial. No single project meets the SMCs in all four subbasins and therefore a portfolio of projects will be needed to meet them comprehensively. Staff then presented the results of three different Portfolios.

Portfolio 1 included the following PMAs: BGRP Injection Only, C&E 100 cfs Recharge Basins, CSIP Optimization, Ag DM 10% (North Valley), DM Domestic (Corral), and DM Deep Aquifers. The projects were summarized in a table by subbasin and MT. The modeled projects were mapped geographically, and the results were presented in relation to the MT. Portfolio 1 meets the MT for seawater intrusion and meets the MT for groundwater levels partially.

Portfolio 2 included the following PMAs: CSIP Optimization, Max NSIP, C&E Recharge Basins (100 cfs), Ag DM 10% North Valley, MCWD GSA Indirect Potable Reuse (Deep Aquifers), DM Domestic (Corral), DM Deep Aquifers, and drinking water treatment. Not all of these components could be modeled but the table outlining the results was provided as well as a map showing the modeled areas. Portfolio 2 does not move the seawater intrusion line significantly but does have a beneficial impact on groundwater levels.

Portfolio 3 included the following PMAs: BGRP Small, Ag DM 10% North Valley, DM Domestic (Corral), and DM Deep Aquifers. The projects were summarized in a table by subbasin and MT as well as a map showing the modeled areas. Portfolio 3 does not meet the MT for seawater intrusion or groundwater levels but it did have a beneficial result in the Deep Aquifers.

The Advisory Committee provided extensive feedback and ultimately described two additional portfolios of previously analyzed project components, for the SVBGSA staff and consultants to model. These results will be presented at the June meeting.

Additional information related to the Advisory Committee can be found on the SVBGSA's website: <https://svbgsa.org/about-us/board-and-committees/advisory-committee/>

The Advisory Committee has the next regular meeting scheduled for June 18, 2026.

Prepared by: Shaunna Murray, Deputy General Manager, (831) 755-4860

Introduced: 6/9/2026
Version: 1

Current Status: Draft
Matter Type: WR General Agenda

Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

SUMMARY/DISCUSSION:

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The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Monterey County Water Resources Agency (Agency) has a seat on the Advisory Committee and will provide periodic updates to the Agency BOD as it affects or is of interest to the Agency.

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Additional information related to the Advisory Committee can be found on the SVBGSA's website: <https://svbgsa.org/about-us/board-and-committees/advisory-committee/>

The Advisory Committee has the next regular meeting scheduled for June 18, 2026.

Prepared by: Shaunna Murray, Deputy General Manager, (831) 755-4860

Introduced: 5/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Email Correspondence dated May 18, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: Public Comment Joint MCWRA & SVBGSA Workshop

Email Correspondence dated May 22, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: General Public Comment Re May 18, 2026, SVBGSA & MCWRA Joint Board Workshop for Distribution and Record Placement

Email Correspondence dated May 26, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.
From Bill Lipe, Public Member
Re: General Public Comment for Entry into the Record-May 18, 2026 SVBSA & MCWRA Joint Board Workshop

From: Bill Lipe <william.o.lipe@gmail.com>
Sent: Monday, May 18, 2026 9:06 AM
To: Clerks <clerk@svbgsa.org>; MC Water <OfficeAssistantII@countyofmonterey.gov>; ClerkoftheBoard <cob@countyofmonterey.gov>
Cc: Piret Harmon <harmonp@svbgsa.org>; Azhderian, Ara <AzhderianA@countyofmonterey.gov>; Gallogly, Reed <GalloglyRW@countyofmonterey.gov>; Donlon, Kelly L. <DonlonKL@countyofmonterey.gov>
Subject:

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To the SVBGSA Board of Directors,

the Monterey County Water Resources Agency Board of Directors,
the Monterey County Water Resources Agency Board of Supervisors,
agency counsel, and clerks:

I respectfully submit this public comment regarding today's joint MCWRA–SVBGSA workshop.

I am concerned that the public notice for this special meeting is materially defective as to the meeting time.

The attached documentation shows the following:

1. **The MCWRA online-posted agenda cover states that the special joint workshop is scheduled for "Monday, May 18, 2026, 9:30 PM,"** when the meeting is apparently intended to occur at **9:30 AM.**
   Attachment A.
2. **The physically posted MCWRA agenda at Schilling Place likewise states "9:30 PM."**
   Attachments B and C.
3. **The SVBGSA online-posted agenda page shown in the attached documentation identifies the joint workshop, location, participating bodies, and public participation information, but does not state a meeting time on that posted notice page.**
   Attachment D.

This is not a minor typographical issue. The agenda concerns a **special meeting / joint workshop**, and the Brown Act requires that the call and notice for a special meeting specify the **time and place** of the meeting. (California DOJ)

The public prejudice is plain. Members of the public who do not regularly attend water meetings — and who rely on the official online and physically posted agendas — could reasonably conclude either:

- that the meeting begins at **9:30 PM**, not **9:30 AM**; or
- from the SVBGSA notice shown, that the meeting time is not provided at all.

Those are precisely the members of the public most likely to be excluded by defective notice. People already embedded in agency processes may know the intended time through habit, email chains, or informal channels. The broader public does not.

The fact that the workshop may be informational and that "no action will be taken" does not eliminate the importance of accurate notice. A workshop attended by quorums of public bodies to receive, discuss, and deliberate over public business is still a Brown Act matter. The Attorney General has emphasized that Brown Act compliance turns on whether a majority of a legislative body gathers to hear, discuss, deliberate, or take action on matters within its subject-matter jurisdiction, not merely on whether a final vote occurs. (California DOJ)

The Brown Act exists to protect the people who **do not already know**, who **were not told**, or who were **told the wrong thing**. Notice is not a technicality for insiders to work around; it is the mechanism by which the public is given a fair chance to participate.

If agencies could proceed whenever the "right" people informally understood the actual time, then why not simply gather on the steps of City Hall whenever officials decide to meet? That might be physically public, but no one would seriously call it Brown Act-compliant. Public access requires more than theoretical openness. It requires accurate, timely, and reliable notice.

This concern also fits a broader pattern that should trouble the agencies: **details and precision are too often treated as obstacles rather than safeguards**, especially now that years have been lost and water policy decisions are under increasing pressure. But when public agencies are "under the gun," compliance and precision matter more, not less.

For these reasons, I respectfully request that the agencies **not proceed with substantive workshop business today**. The safer and more public-protective course is to:

1. acknowledge the defective meeting-time notice on the record;
2. decline to proceed with the workshop as scheduled;
3. repost and renotice the joint workshop with the correct time clearly stated across all official MCWRA and SVBGSA notice channels; and
4. reschedule the workshop after the required notice period has run.

If the agencies nonetheless intend to proceed, I respectfully request that legal counsel address the following **before any substantive presentation, discussion, or workshop business begins**:

1. Whether counsel agrees that the MCWRA posted agenda materials state **9:30 PM**, rather than **9:30 AM**;
2. Whether counsel agrees that the SVBGSA posted notice page shown in Attachment D does not state a meeting time;
3. Whether counsel believes the meeting may lawfully proceed despite those defects;
4. The legal basis for that conclusion; and
5. How the agencies conclude that members of the public were not prejudiced by the defective or incomplete notice.

I further request that this public comment, together with all attached documentation, be included in the public record for today's joint workshop.

Respectfully submitted,

Bill Lipe
Resident in the 180/400
Salinas, 93908

County of Monterey

Saffron Room
1441 Schilling Place
Salinas Ca 93901

Meeting Agenda - Final

SPECIAL MEETING - MCWRA & SVBGSA JOINT BOARD of DIRECTORS WORKSHOP

Monday, May 18, 2026
9:30 PM

Saffron Room
1441 Schilling Place, Salinas, Ca. 93901

Water Resources Agency Board of Directors

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

From: Bill Lipe <william.o.lipe@gmail.com>
Sent: Thursday, May 21, 2026 4:34 PM
To: Clerks <clerk@svbgsa.org>; ClerkoftheBoard <cob@countyofmonterey.gov>; MC Water <OfficeAssistantII@countyofmonterey.gov>
Cc: Piret Harmon <harmonp@svbgsa.org>; Azhderian, Ara <AzhderianA@countyofmonterey.gov>; Daniels, Kate <DanielsK@countyofmonterey.gov>
Subject: General Public Comment RE May 18, 2026 SVBGSA & MCWRA Joint Board Workshop for Distribution and Record Placement

This Message Is From an External Sender
[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Dear Clerks,

Please accept the attached public comment for placement in the appropriate public records and distribution to the Board of Supervisors, the Monterey County Water Resources Agency Board of Directors, the Salinas Valley Basin Groundwater Sustainability Agency Board of Directors, the MCWRA Water Resources Advisory Committee, the SVBGSA Advisory Committee, and all six SVBGSA Subbasin Implementation Advisory Committees.

The comment concerns the disparity between the Friday SVBGSA Advisory Committee guardrails and the Monday SVBGSA & MCWRA Joint Board Workshop discussion, and requests that near-term PMA portfolio

evaluation remain tied to decision-grade, modelable, costed, and agency-assigned implementation actions.

Thank you for your assistance in distributing and filing this comment.

Sincerely,

Bill Lipe
Member of the Public and 180/400 resident
Salinas, 93908

Friday's Guardrails, the SVBGSA & MCWRA Joint Board Workshop, and the Need to Keep the PMA Process Decision-Grade

Prepared for public record submission

Core standard: The Board should credit only PMA claims that identify who leads, what is implemented, where the benefit occurs, what it costs, and whether it meets existing seawater-intrusion thresholds.

Opening

Chair, Board Members, Committee Members, and Staff,

I am submitting this comment to address the disparity between the Friday SVBGSA Advisory Committee meeting and the Monday SVBGSA & MCWRA Joint Board Workshop.

Friday's meeting narrowed the process. Staff made clear that the agency has limited capacity to model only a small number of scenarios, that brand-new ideas cannot be engineered and costed in time, and that the near-term portfolio work needs to stay within the current universe of feasibility-studied PMAs or closely related modelable variations.

The Monday SVBGSA & MCWRA Joint Board Workshop, by contrast, reopened several ideas that may be interesting, but are not yet decision-grade. They should not be credited as implementation solutions unless they can be defined, assigned to the correct agency, costed, modeled, and tied to measurable seawater-intrusion benefit.

1. Undefined City of Salinas Project

The supposed City of Salinas project remains undefined.

Mayor Dennis Donohue was asked about the specifics and could not articulate what the project actually is. Less than ninety days from a major decision intersection, that indicates there is no decision-grade project on the table.

Until the public knows the source, yield, service area, cost, schedule, responsible agency, and relationship to seawater intrusion, that project should not be counted as part of the implementation portfolio. A project that cannot be described cannot be credited.

2. Minimum Threshold Changes Are Not a Substitute for PMAs

Minimum Threshold changes should not be treated as a solution.

Even if DWR might consider them, the Friday discussion made clear that threshold changes still require a project and a plan. Changing the target is not the same as meeting the target.

The Salinas Basin Water Alliance is still at least a month away from completing modeling and details on whatever project it is developing. From what has been described so far, that effort appears focused on water

supply, not on repairing or reversing the seawater intrusion caused by roughly eighty years of coastal pumping stress.

DWR will not accept a supply-replacement story alone if it does not also provide a credible PMA pathway to address the existing seawater-intrusion problem.

3. Permit 11043, MCWRA Lead Responsibility, and Yield Uncertainty

Permit 11043 needs to be placed with the correct lead agency.

The record indicates that 11043 is an MCWRA water-right pathway, not an SVBGSA-controlled permit. If streamlining or modification is discussed, MCWRA should lead that effort, with SVBGSA coordinating where appropriate.

Even then, the portfolio still has to disclose how much water any project can actually yield, given volatile flows, operational constraints, and the 400 cfs maximum limit. "Water supply" is not enough. The question is whether that supply can be reliably delivered, where it offsets pumping, what it costs, what it costs to operate, and whether it helps meet the existing seawater-intrusion thresholds.

4. Crop-Change Claims Are Not Demand-Management Credit Without Net Pumping Reduction

Crop-change or acreage-change claims should not be counted as demand-management credit without proof of net pumping reduction.

Removing wine grapes does not create a water credit if those acres are converted to lettuce, broccoli, cauliflower, or other irrigated produce. Many of those acres appear to be replaced or operated by northern landowners and operators connected with the Salinas Basin Water Alliance.

If the water is still being pumped, there is no credit to claim. And even if pumping is reduced somewhere else in the Valley, that is not equivalent to reducing pumping in the critically overdrafted coastal 180/400 area where the seawater-intrusion stress is occurring.

5. Supply Alone Does Not Repair Existing Seawater Intrusion

Surface-water supply discussions need to be tied to the actual DWR problem.

The issue is not merely whether additional supply can be found. Supply is important, but DWR is expecting PMAs that address and help fix existing seawater intrusion. A supply-only approach does not necessarily repair the chloride-front problem, reverse damage, or reduce the hydraulic stress that created the condition.

A modelable PMA must identify the water right, diversion point, storage or delivery mechanism, conveyance path, permitting strategy, cost, annual O&M, dry-year reliability, and the actual seawater-intrusion performance benefit. Without those elements, it is not decision-grade.

6. Well Fields May Be Interesting, but They Are Outside the Current Guardrails

Well fields and new conveyance concepts may be historically familiar and may be worth future study.

Some in the Salinas Basin Water Alliance have suggested that well fields are an historically accurate way to help with water supply. That may be true as a concept. But SVBGSA and MCWRA have not studied those well fields sufficiently for this decision window.

Unless staff can define, engineer, cost, permit, and model them now, they are outside the Friday guardrails. For the immediate portfolio decision, they are a dead end, even if they remain possible long-term concepts.

7. Demand Management Must Be Modeled as a Stress-Reduction Tool

Demand management should not be minimized simply because it cannot solve seawater intrusion by itself.

That is the wrong test. Demand management should be modeled as a hydraulic stress-reduction tool that may reduce the required size, cost, and operating burden of barrier and supply projects.

The correct conclusion is not: demand management cannot solve seawater intrusion alone, so defer it. The correct conclusion is: demand management cannot solve seawater intrusion alone, so model it with supply and barrier PMAs.

That is the limited role of Portfolio Breakwater here. It is not meant to dominate this comment or add another speculative idea. It is simply an example of the kind of disciplined framework the Board should require: a small number of modelable scenarios, existing thresholds held constant, responsible agencies identified, capital cost and annual O&M disclosed, and performance measured against seawater-intrusion outcomes rather than just water volume.

Decision-Grade Standard

The Monday SVBGSA & MCWRA Joint Board Workshop confirmed the need for public education, but it should not reset the process to open-ended brainstorming.

The Board should not credit undefined projects, speculative supply, unverified acreage changes, misassigned agency responsibilities, or threshold changes as if they are equivalent to modeled PMAs.

The standard should be simple:

1. Who leads?
2. What is actually being implemented?
3. How much pumping is reduced or water is supplied?
4. Where does the benefit occur?
5. When does it occur?
6. What does it cost to build and operate?
7. Does it meet the existing seawater-intrusion thresholds?

Closing

That is the decision-grade record SVBGSA needs now.

Not the smallest project that fails. Not the largest project by default. Not a water-supply story that ignores the existing seawater-intrusion damage.

> **Closing principle:** The agency needs the lowest-cost complete portfolio that actually works.

Thank you.

Bill Lipe
Member of the Public and 180/400 Resident
Salinas, 93908

Imperial, Lorena

From: Bill Lipe <william.o.lipe@gmail.com>
Sent: Tuesday, May 26, 2026 5:10 PM
To: ClerkoftheBoard
Cc: Clerks; Piret Harmon; Azhderian, Ara; Daniels, Kate; MC Water
Subject: General Public Comment for Entry into the Record — May 18, 2026 SVBGSA & MCWRA Joint Board Workshop
Attachments: 20260518_SVBGSA_MCWRA_Joint_Workshop_Public_Comment_Bill_Lipe.pdf

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Dear Clerk of the Board,

Please accept the attached public comment for entry into the public record for the SVBGSA & MCWRA Joint Board Workshop.

I respectfully request that this comment be distributed to the Monterey County Board of Supervisors, the Directors and WRAC members of the Monterey County Water Resources Agency, and the Directors and Advisory Committee members of the Salinas Valley Basin Groundwater Sustainability Agency.

I also ask that the record reflect two process concerns from the meeting itself. First, the meeting appears to have been conducted under a defective agenda, as the posted meeting time was incorrect (see my public comment submitted 30 minutes before the meeting, upon discovering the defect posted right outside of the meeting location). Second, when I entered the meeting remotely via Zoom, I was allowed in with an open microphone and camera, which is not standard operating procedure for a meeting of this nature and creates exactly the kind of "seven dirty words" procedural confusion that public agencies should avoid when conducting formal public business.

In plain English, the public should not have to navigate a meeting process where the time is wrong, the access controls are loose, and the governance consequences are serious. That is not transparency; that is a bureaucratic magic trick where the rabbit, the hat, and the rules all seem to move around at the same time.

Thank you for entering this comment into the record and distributing it accordingly.

Respectfully,

Bill Lipe
Member of the Public and 180/400 Resident
Salinas, CA 93908

PUBLIC COMMENT

SVBGSA & MCWRA Joint Board Workshop

SUBMITTED BY	ROLE	LOCATION
Bill Lipe	Member of the Public and 180/400 Resident	Salinas, 93908

Chair, Board Members, Committee Members, and Staff,

I submit this comment to reinforce the May 15, 2026 Advisory Committee guardrails and to address specific May 18, 2026, workshop assertions that remain outside them.

Supervisor Root-Askew's comments were refreshingly honest: she stated that decisions "are going to be best informed by those closest to the issues" and emphasized the need for deeper community education. That recognition of knowledge boundaries is exactly the disciplined approach the process requires.

By contrast, several May 18, 2026, assertions fall short of decision-grade status. The City of Salinas project remains undefined; the Mayor could not articulate its specifics when asked. Minimum Threshold changes still require a project and plan behind them. The Salinas Basin Water Alliance effort is still weeks from completed modeling and appears supply-focused rather than directed at repairing existing coastal intrusion.

Permit 11043 is an MCWRA water-right pathway, not an SVBGSA-controlled permit. During the Monday meeting, after leaving the room and logging into Zoom from my car, I was overheard saying "It's your f---ing permit." I apologize for the language— it is one of George Carlin's seven words you cannot say on television—but I do not apologize for the underlying frustration at this ridiculous, long-running farce of governance. MCWRA has held that permit for nearly seventy years and has not fully implemented projects such as the Eastside Canal that ratepayers have awaited for just as long. The MCWRA, its Supervisors and its Boards have failed to fully implement it for seven decades, including the long-promised Eastside Canal project that ratepayers in that area have awaited for just as long. The MCWRA Board is broken. Decades of continuity in the MCWRA's governance composition have produced extremely ignorant comments, inaction that has caused real damage, and a pattern of resistance to the SVBGSA itself—only to suddenly pivot now that the consequences are landing on coastal landowners and operators not connected to CSIP. In this theater of the absurd, it is the staff trying to do serious work and the public—especially the 180/400 residents—who are the real victims of this negligent ineptitude and broken promises by the ineptly ignorant souls who continue to occupy those seats. That broken record cannot be allowed to reset the PMA process into open-ended brainstorming.

Thank you.

Bill Lipe
Member of the Public and 180/400 Resident
Salinas, 93908

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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 Phenix Environmental Planning, a sole proprietorship hereinafter called "CONTRACTOR".

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:

   Environmental support services for the San Antonio Spillway Replacement Project.

   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 begin on July 1, 2025 by CONTRACTOR and Agency, and will terminate on June 30, 2027, unless earlier terminated as provided herein.

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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 Seventy Five Thousand Dollars ($ 75,000).

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 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. Indemnification.

   5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

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extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of AGENCY, or defect in a design furnished by AGENCY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against AGENCY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the AGENCY, or defect in a design furnished by the AGENCY.

6. Insurance.

6.1 Evidence of Coverage:
Prior to commencement of this Agreement, the 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the

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work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:
All coverage's, 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 County's Purchasing Manager.

6.3 Insurance Coverage Requirements:
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:

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☑ Exemption/Modification (Justification attached; subject to approval).

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

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of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this 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 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 subcontractors, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractors showing each subcontractors has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their 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 County 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****.*

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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 this Agreement, which shall continue in full force and effect.

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 Agency's Contract Administrator. If

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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 this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. 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.

8. 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.

9. 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 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.

10. 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

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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.

11. 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.

12. 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.

13. 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 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.

14. 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.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic

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negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. 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 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.

17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

18. 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.

19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

21. 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.

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22. 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.

23. 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.

24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

25. 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.

26. 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.

27. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:

Laurie Warner Herson

Agency's designated administrator of this Agreement shall be:

Elise Harden

28. 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 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:

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TO AGENCY	TO CONTRACTOR
Name: Elise Harden	Name: Laurie Warner Herson
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 15 WIllow Cove Ct, Sacramento CA 95831
Telephone: 831.755.4860	Telephone: 916.201.3935
Fax:	Fax:
E-Mail: HardenE@countyofmonterey.gov	E-Mail: laurie.warner.herson@phenixenv.com

29. 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.

30. 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.

31. 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.

32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

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

33. 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:

BY: DocuSigned by: Ara Azhderian 1F182FFB49A2435...

Ara Azhderian
General Manager

Date: 7/14/2025 | 9:18 AM PDT

CONTRACTOR:

BY: Signed by: Laurie Warner Herson 61ABDCB70D3B492...

Type Name: Laurie Warner Herson

Title: Principal/Owner

Date: 7/10/2025 | 10:02 AM PDT

BY: _____

Type Name: _____

Title: _____

Date: _____

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* 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.

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

Signed by:
Kelly L. Donlon
22D690CA05A940B...

Chief Assistant County Counsel

Dated: 7/10/2025 | 10:15 AM PDT

Approved as to fiscal provisions:

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 7/14/2025 | 9:09 AM PDT

_____

County Counsel – Risk Manager:

Dated: _____

DocuSigned by:
Patricia Ruiz
E79EF64E57454E6...

Auditor-Controller [2]:

Dated: 7/10/2025 | 5:03 PM PDT

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

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Exhibit A
Scope of Work

San Antonio Spillway Project Environmental Project Management Scope of Work

Phenix Environmental Planning will serve as the Environmental Program Management consultant providing support to the Monterey County Water Resources Agency (MCWRA) for the proposed San Antonio Spillway Replacement Project (Project). Primary responsibilities include assisting MCWRA in the completion of the California Environmental Quality Act (CEQA) and other environmental compliance documentation, which may include compliance with the National Environmental Policy Act (NEPA), and the oversight of the selected environmental planning/permitting consultant.

The Environmental Program Management consultant scope of services will focus on providing support to MCWRA and other consultants (collectively referred to as the project team) in the successful implementation of the project and to provide review and quality assurance of deliverables from contractors, including the following tasks:

1. Assist MCWRA in obtaining the services of the environmental planning/permitting consultant, including the development of the bid package and review of proposals;

2. Prepare a preliminary project description for the purposes of the environmental review process;

3. Serve as an extension of staff to MCWRA, providing a liaison between staff and the environmental consultant (collectively referred to as the environmental team) as follows:

    a. participate in project team meetings, as needed;

    b. participate in environmental team meetings, assumed to be biweekly;

    c. participate in public outreach meetings, as needed;

    d. review and monitor performance of the selected environmental consultant's budget and schedule;

    e. review the selected environmental consultant's monthly invoices and supporting back up and track % spent vs. % complete;

    f. coordinate with MCWRA staff and the selected environmental consultant regarding the project file system;

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g. coordinate with MCWRA and the selected environmental consultant to implement the quality control plan, including defining the roles and responsibilities of the contractors and MCWRA staff and monitor implementation for the duration of the project;

h. assist in the development of and contribute to the CEQA administrative record for the project and periodically monitor for the duration of the project; and,

i. participate in project team workshops to address environmental, design and other key topics critical to the completion of CEQA/NEPA and permitting.

4. Review and provide comments to MCWRA on selected environmental consultant deliverables including:

   a. meeting agendas, notes, and other meeting materials;

   b. project work plan/schedule;

   c. technical memos or reports;

   d. draft and final CEQA/NEPA documents, including:
      1) Draft and final CEQA Initial Study
      2) Draft and final CEQA and possible NEPA Environmental Assessment, if needed
      3) Public notices
      4) Draft and final Mitigation Monitoring and Reporting Program;

   e. environmental mitigation measure cost estimates, if needed; and,

   f. draft and final permit applications.

5. Coordinate with the project team and appropriate technical staff to provide comments on environmental deliverables in a timely manner. Develop a comment matrix to be used for each major deliverable and coordinate and/or participate in one meeting for each draft deliverable to discuss key comments with the selected environmental consultant.

6. Attend MCWRA Board of Director (BOD) and Board of Supervisors (BOS) public hearings on the project, if requested.

Deliverables:

1) Draft and revised version of the Preliminary Project Description.

2) Meeting materials (agenda, notes, etc.), as needed.

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3) Compiled tracked-changes versions of the draft environmental document WORD files and a compiled master comment matrix for environmental deliverables, to be provided to MCWRA for review and to the selected environmental consultant as a complete set of comments for review and incorporation into final environmental documents.

4) Monthly progress report, including status of selected environmental consultant's deliverables (schedule, budget and % complete) and activities conducted by Phenix.

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Exhibit B
Fee Schedule

Laurie Warner Herson, doing business as Phenix Environmental Planning (Phenix), will be providing environmental services to the Monterey County Water Resources Agency.

Phenix is a sole proprietorship, providing services that include: project and program management; California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation, technical direction and compliance strategy; and, peer review of environmental documents prepared by others.

As a sole proprietorship, Phenix does not use a calculated overhead rate to help set a billing rate. Instead, the following hourly rate is a flat rate that covers labor costs as well as direct expenses (e.g., business license, office space, computer use, phone, supplies, travel, mileage, insurance, etc.) associated with the provision of services.

Name	Classification	Effective Dates	Labor Rate
Laurie Warner Herson	Principal/Owner	7/1/2025 – 6/30/2028	$251/hour

Phenix has no other employees. At this time, it is anticipated that the above rate will continue for the life of the project.

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MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co, Inc., a California Corporation hereinafter called "CONTRACTOR".

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:

   Provide excavation services, valve repairs and other services, as directed by Agency Staff, by providing labor, equipment and supplies for maintenance and repairs in CSIP and other Agency Facilities.

   (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 begin on February 9th, 2026, by CONTRACTOR and Agency, and will terminate on December 31st, 2027, unless earlier terminated as provided herein.

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3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred thousand dollars, ($100,000).

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 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. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their 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 the CONTRACTOR's

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performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6. Insurance.

6.1 Evidence of Coverage:
Prior to commencement of this Agreement, the 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, 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 such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:
All coverage's, 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 County's Purchasing Manager.

6.3 Insurance Coverage Requirements:
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:

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this 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 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their 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 County 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***

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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.***

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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 this Agreement, which shall continue in full force and effect.

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 Agency's Contract Administrator. 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 this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. 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.

8. 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.

9. 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 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

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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.

10. 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.

11. 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.

12. 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.

13. 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 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.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic

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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.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. 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.

17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

18. 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.

19. 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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20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

21. 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.

22. 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.

23. 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.

24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

25. 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.

26. 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.

27. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:

Caroline Chapin

Agency's designated administrator of this Agreement shall be:

Pete Vannerus

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28. 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 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: Pete Vannerus	Name: The Don Chapin Company, Inc: Attn
Address: 1441 Schilling Place- North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road, Salinas, CA 93907
Telephone: 831-755-4860	Telephone: 831-449-4273
Fax:	Fax:
E-Mail: VannerusP@countyofmonterey.gov	E-Mail: Cchapin@donchapin.com

29. 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.

30. 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.

31. 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.

32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

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

33. 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 SERVICES

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

DocuSigned by:
BY: Ara Azhderian
1F182FFB49A2435...
Ara Azhderian
General Manager

Date: 2/13/2026 | 8:35 AM PST

CONTRACTOR:

BY:

Type Name: Caroline D. Chapin

Title: EVP - Chief Operating Officer1

Date: Feb 9, 2026

BY:

Type Name: Rosalinda Pollock

Title: Corporate Secretary

Date: 2/10/2026

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* 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.

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

Signed by:
Kelly L. Donlon
22D690CA05A940B...

Chief Assistant County Counsel

Dated: 2/12/2026 | 2:05 PM PST

Approved as to fiscal provisions:

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 2/13/2026 | 8:22 AM PST

_____

County Counsel – Risk Manager:

Dated: _____

DocuSigned by:
Patricia Ruiz
E79EE64E57454E6...

Auditor-Controller [2]:

Dated: 2/12/2026 | 3:37 PM PST

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

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EXHIBIT A
Scope of Work

The Services provided under this agreement shall include, but are not limited to, excavation work to repair multiple broken isolation valves in the CSIP Service area. Additional work at other Water Resources Agency Facilities shall be included. Equipment, labor and material to complete critical maintenance and repair tasks for continued operations will be rendered, as directed by Agency Staff. The work shall be performed under a time and material compensation basis to expedite repairs and allow minimal disruptions in operations.

For the immediate excavation project:

- At each site- Excavate down to the marked isolation valve actuator. The sites are all approximately 6-8ft deep from the surface to the valve. Due to buried infrastructure at the site, careful excavation is needed. (2" air release line runs parallel to turnout line).
- Install shoring to stabilize the hole for repair work of the Isolation valve actuator.
- After the repair of the broken actuator has been completed, shoring may be removed.
- Around the valve and actuator, install clean and filtered sand (utility trench sand or similar) to compact and achieve a minimum of 95% compaction. Lifts of 16" required.
- Sand compaction only needs a 3ft radius from the centerline of the isolation valve. The remaining area may be backfilled with native soil from the excavation
- The actuator key may need to be extended to bring the box and keyway up to the grade level.* (2" square tube and 6" or 8" PVC tube)
- The concrete Cristy ring where the key is may need a 6" tapered concrete addition to the ring. The key would be slightly elevated at the end of the project to avoid being covered.
- Three bollards per site shall be installed at each site for the protection of the equipment. Orientation is decided per site and on-site to determine the best location. 3ft depth, 12" diameter hole, 4" bollard galvanized with cement internally filled, and a mortar domed cap. 3ft height minimum from ground level.
- Excess excavation material can be spread and compacted around each site.

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EXHIBIT B
Fee Schedule

- Labor Rates shall be in accordance with general prevailing wage rates.
- Equipment Rates shall be in accordance with current Cal-trans equipment rental rates.
- Materials are to be provided on a cost basis plus acceptable mark up (current mark up rates per Cal-trans).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2025

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0L72977 1-831-724-3841 McSherry & Hudson 35 Penny Lane, Suite 6 P. O. Box 2690 Watsonville, CA 95076 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED THE DON CHAPIN COMPANY INC. 560 CRAZY HORSE CANYON ROAD SALINAS, CA 93907 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ZURICH AMERICAN INS CO — 16535 INSURER B : STARR IND & LIAB CO — 38318 INSURER C : PACIFIC INS CO LTD — 10046 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 752345218 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	GLO 9674277-15	10/01/25	10/01/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Contractual	X	X	BAP 9674279-15	10/01/25	10/01/26	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1000584666251	10/01/25	10/01/26	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 9674280-17	10/01/25	10/01/26	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Professional			13 CPI GF0051	10/01/25	10/01/26	Each Occ./Aggregat Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SERVICES TO BE PROVIDED BY CONTRACTOR WILL INCLUDE, BUT NOT BE LIMITED TO, EQUIPMENT, MATERIAL AND LABOR FOR MAINTENANCE AND REPAIRS TO WATER RESOURCE AGENCY FACILITES DURING AND AFTER STORM EVENTS AS DIRECTED BY WRA PERSONNEL MONTEREY COUNTY WATER RESOURCES AGENCY, AND THE COUNTY OF MONTEREY, THEIR OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENTS. GL PER ISO FORM CG0001 04/13; AL PER ISO FORM CA0001 10/13

CERTIFICATE HOLDER

MONTEREY COUNTY WATER RESOURCES AGENCY
CHARLES LINGENFELTER

1441 SCHILLING PLACE, NORTH BUILDING

SALINAS, CA 93901 USA

CANCELLATION

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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/30/2025

NAME OF INSURED: THE DON CHAPIN COMPANY INC.

SUPP (10/00)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **GLO9674277-15**	Effective Date: **10/01/2025**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: **GLO9674277-15**

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. 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 reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: **GLO9674277-15**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **GLO 9674277-15**	Effective Date: **10/01/2025**

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	15*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **BAP 9674279-15**	Effective Date: **10/01/2025**

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9674279-15	10/01/2025	10/01/2026	10/01/2025	71235000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATION THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.	ALL CA OPERATIONS

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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 **10/01/2025** Policy No. **WC9674280-17** Endorsement No.
Insured**: Per Schedule on File** Premium $

Insurance Company:
Zurich American Insurance Company

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