



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

#### Agreement No.: A-12648

Upon motion of Supervisor Salinas, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

Approved a Professional Services Agreement with AMEC Environmental and Infrastructure, Inc. in an amount not to exceed \$440,000, with a term to expire September 30, 2016, for consulting engineering services to assist the San Lucas Water District to develop a new permanent long-term public water supply. This agreement is funded by a Planning Grant from the California Department of Public Health Safe Drinking Water State Revolving Fund.

PASSED AND ADOPTED on this 11th day of February 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on February 11, 2014.

Dated: February 18, 2014  
File Number: 14-106

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

AMEC Environmental and Infrastructure, Inc.

(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
Provide a variety of tasks related to the analysis of alternatives, selection of a Preferred Option, preparation of pre-environmental design, environmental review, final engineering, right-of-way acquisition, and permitting to provide a new permanent long-term public water supply for the San Lucas Water District.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 440,000.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from the last date of signature(s) to September 30, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**5. PERFORMANCE STANDARDS.**

5.01. 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 County, or immediate family of an employee of the County.

5.02. 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.

\*Approved by County Board of Supervisors on TBD.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## 8. INDEMNIFICATION.

8.01 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.

8.02 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.

8.03 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.

9.0 INSURANCE.

9.01 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 County's, Contracts/Purchasing Department, 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 County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 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.

9.03 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, Broadform 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).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County 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 County 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 County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, 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 County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County 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 County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County 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.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, 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.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, 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 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.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including 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 County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
G. H. Nichols, PE, Civil Engr Special Projects	W. Greg Hamer, PG, CEG, Senior Hydrologist
Name and Title	Name and Title
Resource Management Agency 168 W. Alisal St., 2nd Floor Salinas, CA 93901	121 Innovation Drive, Suite 200 Irvine, CA 92617
Address	Address
831-755-5386	949-574-7093
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, 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.



- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR 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 amendment to this Agreement.
- 15.14 Counterparts. 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.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 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.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Purchasing Manager

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: Sam R. Calogian  
Board of Supervisors (if applicable)

Date: 2/19/14

Approved as to Form<sup>1</sup>

By: Mary Sue Perry  
County Counsel

Date: Deputy 1-27-2014

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 1-27-14

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

AMEC Environmental & Infrastructure, Inc.

Contractor's Business Name\*

By: Lee H. Sherrill  
(Signature of Chair, President, or Vice-President)\*

Kendall H. Sherrill, Vice President - Finance  
Name and Title

Date: January 24, 2014

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

David K. Baxter, Assistant Secretary  
Name and Title

Date: January 24, 2014

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL SERVICE AGREEMENT BETWEEN  
County of Monterey and  
AMEC Environmental and Infrastructure, Inc.**

**San Lucas Water District Public Water Supply Project**

This EXHIBIT A shall be incorporated by reference as part of the Professional Services Agreement governing the services to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey ("COUNTY") and AMEC Environmental and Infrastructure, Inc. ("CONTRACTOR"), and specific obligations of the CONTRACTOR.

Under the direction of COUNTY staff, CONTRACTOR shall provide a variety of tasks related to the analysis of alternatives, selection of a Preferred Option, preparation of pre-environmental design, environmental review, final engineering, right-of-way acquisition, and permitting to provide a new permanent long-term public water supply for the San Lucas Water District ("District") in the County of Monterey.

In order to assist the San Lucas Water District to achieve a permanent long-term public water supply for its customers, COUNTY has received grant funding through the California Department of Public Health (CDPH) Safe Drinking Water State Revolving Fund (SDWSRF) to implement the engineering, environmental, and permitting tasks necessary to develop the new water source. All services provided by CONTRACTOR shall be in conformance and compliance with the amount, terms, conditions, and requirements of the Grant Agreement between COUNTY and CDPH for this Scope of Services.

**SCOPE OF SERVICES**

The services to be provided are described in the following Tasks 1 through 7. The Scope of Services will be implemented on a Task-by-Task basis. COUNTY retains the right and discretion to implement any or all of this work by task or in phases as the COUNTY may determine, and to terminate this Agreement for any subsequent phase of the contract and to instead bid and award that task or phase to another. CONTRACTOR shall initiate activity on each individual Task only upon written authorization by COUNTY to implement said Task.

**TASK 1. Review/update water quality deficiencies in District's existing water supply**  
**Deliverable: Technical Memorandum 1** ***Estimated Fee: \$25,000***

**Kickoff meeting:** CONTRACTOR shall meet with COUNTY staff to discuss various project items, including the following:

- COUNTY's goals, interests, and constraints for the project
- Available data to be provided by COUNTY

- Project contacts (both internal to the project and for other agencies, etc.)
- Project approach and deliverables
- Project schedule and key milestones
- Invoicing

Site visit: In conjunction with the Kickoff meeting (the same day), CONTRACTOR shall visit the District's water supply facilities, including the supply well site and other water distribution facilities, to observe existing conditions such as the locations of the well, pumping facilities, storage tank(s), and treatment facilities. COUNTY shall provide access for CONTRACTOR to the District's facilities and to other properties relevant to alternatives considered in Task 2 of this project. COUNTY shall provide additional information requested by CONTRACTOR during the site visit, including operations data, District financial data (as relevant for use in evaluating alternatives), Mission Ranch interim measure documents and plans, and other information.

Concurrent with the site visit, CONTRACTOR shall conduct a "drive-by" viewing of the area between San Lucas and King City, including the area of possible water pipeline alignments that may be considered in evaluating a potential connection between the District and the King City water supply system.

Data Review: CONTRACTOR shall review and summarize the most recent available water quality data and historical data for the District supply well. COUNTY shall provide water quality data for the well in Excel format electronic files. CONTRACTOR shall compare the most recent and historical water quality data to DPH standards and other applicable standards for potable water supply systems in California.

CONTRACTOR's scope shall include requesting data from the District itself and contacting the County of Monterey Environmental Health Bureau, the County of Monterey Redevelopment and Housing Office, the California Department of Public Health (DPH), and the California Regional Water Quality Control Board, Central Coast Region, and other agencies as appropriate. COUNTY shall provide drawings of the District's water system configuration and controls, water quality records (in electronic format if possible), water production data (daily, weekly, and monthly production), water system monitoring records, water system reports provided to the DPH over the last 5 years, and other system operating data.

Technical Memorandum 1: After the data are collected and reviewed as described above, CONTRACTOR shall prepare Technical Memorandum 1 (TM1) to document the services performed and summarize the information and data reviewed. TM1 shall include a table summarizing the applicable water quality standards and the quality of water most-recently supplied by the District from their supply well to their customers. Water quality deficiencies (i.e. water quality standards that are not met by the well water) shall be identified. Finally, TM1 will include a list of references from literature reviewed, agencies and parties contacted and photos of the District's water system components.

Meeting: In conjunction with the submittal of TM1, CONTRACTOR shall meet with COUNTY staff to discuss the Task 1 findings and the approach for Task 2, Feasibility Study/Report. The Feasibility Study (FS) discussion shall include presentation of an initial list of available feasible

options for water supply, and solicitation of additional ideas for options from the County; the list will be further developed in Task 2. The meeting shall include discussion of additional data needs, if any.

**TASK 2. Feasibility Study/Report**

*Estimated Fee: \$45,000*

Deliverables:

- Table listing and ranking the alternatives analyzed for discussion and review before completion of Feasibility Study Report.
- Feasibility Study Report

This task consists of a Feasibility Study (FS) that considers available feasible options for long-term solutions to the District's water supply problem. The purpose of the FS is to provide the District with a sound basis for decision making and support for potential funding efforts for the needed water system improvements by further developing the initial list of available feasible options determined at the Task 1 County meeting. CONTRACTOR shall consult with qualified COUNTY staff regarding possible available options for the source(s) of water for the District. At a minimum, the following options shall be considered

- Wellhead treatment: existing well
- Drill new well: groundwater not requiring treatment at either at the same location as the existing well or new at a new location
- Drill new well: groundwater under the influence of surface water (including treatment) at either the same location as the existing well or at a new location
- Drill new well: groundwater requiring treatment (to a lesser degree than with existing well)
- Intertie or import water from King City/California Water Service Company (service agreement, construct new pipeline).

For each option, the FS shall discuss the following aspects:

- a. Description of project (option)
- b. Where infrastructure may need to be located and what infrastructure might be needed
- c. Availability/long-term sustainability/reliability of source (including vulnerability to future degradation from changes in farming/land use practices, etc.)
- d. Project (option) budget – the total amount of funding that may be needed (planning-level estimate): FS/selection of option, preliminary design, site acquisition/right-of-way, CEQA considerations, permits, plans, specifications, and engineering
- e. Physical challenges/obstacles to each option (distance, pipeline configuration, etc.)
- f. Administrative challenges (site acquisition, permits, environmental, etc.)
- g. Economic challenges (relative cost, local match for grants, community's ability to pay for treatment or increased water bills), including short- and long-term operational considerations (i.e., wellhead treatment, waste brine handling, treatment materials costs)
- h. Conceptual schedule/dates for delivery of each phase of activity leading to project completion and delivery of new potable water supply to the community.

CONTRACTOR shall prepare a table listing the various Options that have been developed, and provide relative rankings of the above-listed aspects for each. CONTRACTOR shall discuss the

results of the ranking with COUNTY staff before finalizing the ranking and recommending a “Preferred Option.”

Preferred Option discussion meeting: Prior to completing the FS report, CONTRACTOR shall discuss the recommended Preferred Option with staff of the COUNTY to ensure that important aspects and considerations for the Option are not overlooked. CONTRACTOR shall be prepared to attend at least two meetings with COUNTY and selected stakeholders to discuss the FS and the decision-making process used to develop the recommended Preferred Option.

Finalize FS report: Once the Preferred Option has been vetted with the COUNTY and District, CONTRACTOR shall complete the FS report. The report shall describe the ranking process used in identifying the Preferred Option, and provide general information on subsequent steps for planning, designing and implementing the Preferred Option. Supporting information presented in the report shall include TMI and cost estimate tables. CONTRACTOR shall deliver one electronic copy and a maximum of four hard copies of the draft FS report. Upon receipt of COUNTY comments, CONTRACTOR shall submit the final FS report, consisting of one electronic copy and four hard copies.

At the conclusion of Task 2, when the Preferred Option has been selected, CONTRACTOR shall update the estimate of costs for the remaining tasks. The estimated costs for the remaining tasks (Tasks 3 through 7) will depend on the Preferred Option selected. CONTRACTOR shall provide the updated estimate of costs to the COUNTY and shall inform the COUNTY if the estimate, including the costs for the NEPA-related services, appear likely to exceed those presented herein with this Scope of Services.

**TASK 3. Preliminary Engineering/Project Description**

*Estimated Fee: \$45,000*

Deliverables:

- 10% Design Plans
- Preliminary Design Report (Technical Memorandum 2)
- Project Description

CONSULTANT shall complete “pre-environmental” preliminary engineering and alternative analysis of the Preferred Option as selected by the COUNTY. The Preliminary Engineering and the Preliminary Design Report (PDR) shall include:

- Assumed conditions regarding current and long-term water demand based on District’s current demand and District’s estimate for population growth in its service area, required storage, supply water quality, and other factors,
- Assumptions regarding general system operations/monitoring,
- Development of a process and instrumentation diagram (P&ID),
- Development of a generalized site plan map showing the locations of existing equipment/system features and equipment/facilities related to the Preferred Option,
- Listing of anticipated required permits and agency approvals, including California Department of Public Health (DPH) permitting,
- Listing of rights of way and easements that may need to be considered,
- Water rights issues that have been identified,
- General time frame for installation of Preferred Option, and

- Engineer's construction cost opinion, for capital costs and startup of system,

Preliminary Design Report: CONTRACTOR shall prepare Technical Memorandum 2 (TM2), the Preliminary Design Report (PDR) that will summarize the bases for the engineering design. TM2 will form the basis for the detailed engineering design (i.e. plans and specifications prepared as Task 5) for the Preferred Option.

TM2 shall include the design criteria, sizing of the facilities, and preliminary drawings, including the 10-percent design-level site plan and the process and instrumentation diagram (P&ID). The PDR shall also include a list of drawings and a list of specifications that are anticipated for the project design. CONTRACTOR shall submit a draft version of TM2 for review by COUNTY. Upon receipt of COUNTY comments, CONTRACTOR shall finalize TM2, and submit one electronic copy and a maximum of four hard copies to COUNTY.

Project Description: Based on the Preferred Option and more-detailed information included in the PDR, CONTRACTOR shall prepare a Project Description, which will be used for the Initial Study and the environmental analysis performed under Task 4.

**TASK 4. California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)** *Estimated Fee: \$55,000*

Deliverables (may vary, depending on Preferred Option):

- Administrative Draft CEQA Initial Study (IS)/Mitigated Negative Declaration (MND)
- Public Draft CEQA IS/MND
- Final Draft CEQA IS/MND
- Draft NEPA Environmental Assessment
- Final NEPA Environmental Assessment and Draft and Final Finding of No Significant Impact (FONSI)
- Biological Resources Letter Report
- Cultural Resources Phase I Report

Task 4 shall include environmental review of the Preferred Option as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Services for Task 4 will depend on the Preferred Option selected by the COUNTY at the conclusion of Task 2, and consequently, the Scope of Services and cost estimate for this task will be revised following the completion of Task 2. The following paragraphs summarize the Scope of Services for Task 4 as currently planned.

Task startup meeting: CONTRACTOR shall meet with COUNTY staff to discuss CEQA and NEPA requirements related to implementation of the Preferred Option. Prior to conducting the task startup meeting and site visit, CONTRACTOR will review the available project information, adjust site visit checklists, and determine the need for any appropriate field personnel. The CEQA task manager and up to two resource specialists shall conduct a site visit to the project site and areas potentially affected by the proposed action following the task startup meeting.

CEQA-Compliant Initial Study (IS) / Mitigated Negative Declaration (MND): CONTRACTOR shall prepare Administrative Draft, Public Draft and Final IS/MND documents. CONTRACTOR shall gather information for the IS/MND during the task startup meeting and site visit. CONTRACTOR's agency coordination efforts to obtain applicable concurrence letter documentation shall be limited to written communications and telephone calls.

During Preliminary Draft IS preparation, CONTRACTOR shall communicate regularly with COUNTY's Project Manager. Correspondence/communication with outside agencies shall be performed either under the direction of or with prior approval by the COUNTY Project Manager. CONTRACTOR shall submit to COUNTY an electronic version of the Administrative Draft IS/MND within six (6) weeks from task startup. COUNTY shall provide comments back to CONTRACTOR within two (2) weeks of document submittal. CONTRACTOR shall respond to the COUNTY's comments within two (2) weeks, and shall electronically submit a PDF and Microsoft WORD version of the Public Draft IS/MND for the public review period of 21 to 30 days. CONTRACTOR shall attend a public review and comment hearing if COUNTY determines such a hearing is required.

Final Draft Initial Study: Following the public review period of the Draft IS/MND, CONTRACTOR shall coordinate with COUNTY to address comments and document comment-related revisions in a comment/response matrix. CONTRACTOR shall make appropriate resource specialists available for a comment resolution conference call with COUNTY staff. After comments are addressed, CONTRACTOR shall review the document to check that COUNTY comments are addressed appropriately. CONTRACTOR shall provide to COUNTY electronic versions (in Microsoft WORD and PDF) within three (3) weeks of the close of public review.

(CONTRACTOR's estimated cost for this project does not include services related to preparation of an EIR.)

Meetings and Hearings: The CEQA task manager and one resource specialist shall attend the task startup meeting. CONTRACTOR's Project Manager shall attend the public review/comment hearing.

Environmental Assessment: Under NEPA, an EA may be required for the Preferred Option. CONTRACTOR shall prepare a Draft and Final EA. Information gathered and analyses performed during the IS development shall be used in the preparation of the EA, as applicable. No additional site visits or meetings above and beyond those performed for the IS shall be required for the EA.

During Preliminary Draft EA preparation, CONTRACTOR shall communicate regularly with COUNTY. Correspondence/communication with outside agencies shall be performed either under the direction of, or with prior approval of COUNTY. Submittal of the Draft EA shall be concurrent with the submittal of the Draft IS/MND report.

Final Environmental Assessment / Finding of No Significant Impact: Following COUNTY's 30-day public review period of the Draft EA, CONTRACTOR shall coordinate with COUNTY to



address comments, and shall document comment-related revisions in a comment/response matrix. CONTRACTOR's resource specialists shall be available for a comment resolution conference call with COUNTY. CONTRACTOR shall submit to COUNTY electronic versions (Microsoft WORD and PDF) of the Final EA and Draft and Final Finding of No Significant Impact (FONSI), as applicable. Submittal of the Final EA shall be concurrent with the submittal of the Final IS/MND report.

(CONTRACTOR's estimated cost for this project does not include services related to preparation of an EIS.)

Sensitivity Studies: CONTRACTOR understands that based upon initial scoping with regulatory agencies and stakeholders and findings of the IS and/or EA, COUNTY may determine that additional investigations related to biological and cultural resources may be required. CONTRACTOR assumes one field survey would occur during preparation of the Phase I Cultural Resources Survey; however, no field surveys are anticipated for preparation of the Biological Letter Report. CONTRACTOR shall approach preparation of the Biological Letter Report and/or Phase I Cultural Resources Survey following these key steps:

Biological Letter Report: CONTRACTOR's biologists shall review existing documentation including the Final IS and EA and prepare a letter report to the COUNTY documenting literature review for the potential species of concern. In the letter report, CONTRACTOR shall make recommendations on how to proceed with each species in relation to the proposed project. The letter report shall include one round of review and comment by the COUNTY. COUNTY shall then submit the report to California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). CONTRACTOR shall provide one round of response to comments from CDFW and/or USFWS, if necessary, on the letter report.

Phase I Cultural Resources Investigation and Report: Background Research. Background research involves a formal records search at the appropriate California Historical Resource Information System (CHRIS) Information Center. For this project, a file search shall be conducted at the Northwest Information Center (NWIC) located at the Sonoma State University campus, in order to gather information on known archaeological sites, previously conducted archaeological surveys, and regional overviews for other projects that may have been conducted within or near the proposed project area. The usual fee for the service is \$100.00/hour, which is a state mandated fee set by the California State Historic Preservation Office (SHPO) in Sacramento. Additionally, CONTRACTOR shall review previously-conducted cultural studies completed in the vicinity of the project site and shall request access to confidential appendices regarding cultural resources, if available.

Field Survey. Based on the data gathered during the records search, CONTRACTOR shall examine the archaeological study Area of Interest (AOI) for cultural resources that may be affected by the proposed project. Previously recorded cultural resources, if any, located within the project area shall be updated and newly identified resources shall be recorded according to current professional standards using the appropriate COUNTY forms. Photographs shall be taken of the site and its surroundings to document the environment within the study area.

(CONTRACTOR's estimated cost for this project does not include services related to the identification of new cultural resources. If unanticipated resources are identified during the investigation, a modified scope and budget shall be required.)

**TASK 5. Final Plans & Specifications**

*Estimated Fee: \$240,000*

Deliverables:

- 50% Design Plans and, Estimate of Probable Cost
- 100% Design Plans and Specifications, and Estimate of Probable Cost
- Final Plans and Specifications and Engineers Estimate of Probable Cost

The purpose of this task is to enable the COUNTY and District to advertise for bids and construct the project.

Following the selection of a preferred option in Task 2, a more detailed description of the project costs, schedule, and deliverables can be developed. COUNTY and CONTRACTOR shall discuss and agree upon the anticipated timeframes and costs to complete the remaining tasks.

Task 5 meetings: CONTRACTOR shall conduct at least two meetings with COUNTY to provide progress reports.

Preparation of plans and specifications: CONTRACTOR shall prepare engineering plans and specifications for construction of the appurtenant facilities. CONTRACTOR shall coordinate design of the facilities with COUNTY and District. COUNTY shall provide the general contract language and "boilerplate" portion of the specifications (Division 0 and Division 1 specifications detailing contract conditions and general project specifications.) The plans and specifications shall be prepared in accordance with applicable provisions of:

- Standard Specifications for Public Works Construction (Green Book),
- American Water Works Association (AWWA) Standards,
- National Electrical Code,
- Local permit requirements if not related to the supply, production, treatment, and distribution of water, and
- Uniform Plumbing Code.

COUNTY shall provide a drawing border and title to depict its standard drawing size and border layout. CONTRACTOR shall prepare the Specifications using CSI or Greenbook format.

CONTRACTOR shall submit to COUNTY Intermediate design documents at the 50% and 100% design completion stages for review and comment by the COUNTY and other parties as desired by the COUNTY. After incorporating COUNTY's comments, CONTRACTOR shall finalize the design documents and submit to COUNTY a Final submittal that can be used for construction bidding purposes. CONTRACTOR shall submit three (3) hard copies and (1) digital version (on CD) of each submittal. Plans shall be CAD generated and clear and legible with all components clearly identified. Plans shall be at a minimum scale of 1" = 40' unless otherwise agreed to and approved by the County.

The design plans shall be supplemented with written specifications. Additional specifications shall also be prepared as needed.

The specifications shall include specific information regarding work in easements, dust control near residential areas, and other conditions. Clear identification of these and other aspects of the project in the specifications and the contractor's responsibilities related to them will help reduce unnecessary or frivolous change orders by the construction contractor. Additionally, the specifications shall clearly indicate contractor reporting requirements, including regular submittal of updated project schedules and meeting minutes, and specific guidelines for technical submittals, requests for information (RFIs), and requests for change (RFCs).

**TASK 6. Rights of Entry, Easements, Encroachment Permits** *Estimated Fee: \$15,000*  
Deliverables: to be determined based on the Preferred Option that is selected.

This task is contingent upon the Preferred Option selected in Task 2 and contingent upon completion of Task 5. CONTRACTOR shall prepare legal descriptions and exhibits as publically available from the Monterey County Assessor-Recorder's Office or other publically available sources, and assist COUNTY in its application for access to all necessary properties, easements, rights of entry, and State or County encroachment permits for construction of the project. A maximum of one meeting will be required for this task.

**TASK 7. Environmental Permits and/or Water Rights** *Estimated Fee: \$15,000*  
Deliverables: to be determined based on the Preferred Option that is selected.

The scope, cost, and schedule for this task is contingent upon the Preferred Option selected in Task 2 and contingent upon completion of Task 5. CONTRACTOR shall assist COUNTY and District by preparing the necessary documents and assisting COUNTY and District to apply for and obtain the necessary environmental permits and/or water rights required to implement the Preferred Option.

***TOTAL PROJECT FEE NOT TO EXCEED: \$440,000***

### **PAYMENT FOR SERVICES**

Payment to CONTRACTOR for the services provided under this Agreement shall be made on an hourly time-and-material basis in accordance with the rate schedule and estimated project budget provided herein. Reimbursable expenses, including *subcontractors and subconsultants*, printing and computer plots, delivery services, computer supplies/disks, mileage, etc., will be paid at actual cost (NO MARK-UP). Mileage reimbursement rates shall not exceed the COUNTY "Travel and Business Reimbursement Policy" rates (IRS rate for business travel) in effect in the COUNTY at the time of travel. Appropriate documents shall be provided with all requests for reimbursement. The total amount payable by COUNTY to CONTRACTOR under this Agreement *shall not exceed the sum of \$440,000*.

Estimated Task Budgets

Task 1: Review/Update Water Quality Deficiencies	\$ 25,000
Task 2: Feasibility Study/Report	\$ 45,000
Task 3: Preliminary Engineering/Project Description	\$ 45,000
Task 4: California Environmental Quality Act (CEQA)/ National Environmental Policy Act (NEPA)	\$ 55,000
Task 5: Final Plans & Specifications	\$240,000
Task 6: Rights of Entry, Easements, Encroachment Permits	\$ 15,000
Task 7: Environmental Permits and/or Water Rights	<u>\$ 15,000</u>
<b>TOTAL PROJECT COST:</b>	<b>\$440,000</b>

Hourly Charge Rate Schedule

Category	Hourly Rate
Principal Scientist/Engineer	\$235
Senior Associate Scientist/Engineer	\$200
Associate Scientist/Engineer	\$165
Senior II Scientist/Engineer	\$155
Senior I Scientist/Engineer	\$150
Technical Professional 3	\$125
Technical Professional 2	\$115
Technical Professional 1	\$105
Graphics/CAD	\$120
Senior Technician	\$90
Technician	\$80
Administrative Staff 4 & 5	\$82
Administrative Staff 1, 2, & 3	\$75
Other Direct Costs	No markup
Subcontractors	No markup

Invoices shall be submitted monthly for payment. Reimbursable expenses including printing and computer plots, delivery services, computer supplies/disks, mileage, etc., will be reimbursed at *actual cost (no mark-up)*; *mileage reimbursement rates shall not exceed the COUNTY "Travel and Business Reimbursement Policy" rates (IRS rate for business travel) in effect in the COUNTY at the time of travel.* Appropriate documents shall accompany all requests for reimbursement and payment.

The total amount to be paid for services under this Agreement shall not exceed **\$440,000** unless an amendment to this Agreement is approved by the COUNTY'S Board of Supervisors.