

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 Martin Feeney, Consulting Hydrogeologist, a P.O. Box 23240, Ventura, CA 93002, 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:
To develop an Integrated Coastal Groundwater Monitoring and Reporting Plan (Plan) and to evaluate implementation/management alternatives and cost comparison for recommended Plan.
- (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, 2019 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 sixty-two thousand three hundred dollars

(\$ 62,300.00).

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 ten percent (10%) 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 Contractor'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 Martin Feeney; Agency's designated administrator of this Agreement shall be Tamara Voss.

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: Tamara Voss

Name: Martin Feeney

Address:

Address:

1441 Schilling Place North Building
Salinas, CA 93901

P.O. Box 23240
Ventura, CA 93002

Telephone: (831) 755-4860

Telephone: (831) 915-1115

Fax: (831) 424-7935

Fax:

E-Mail: vosstl@co.monterey.ca.ua

E-Mail: mfeeney@ix.netcom.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 - Work Schedule and Fee Schedule

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**

CONTRACTOR

BY: David E. Chardavoyne

BY: [Signature]

David E. Chardavoyne
General Manager

Type Name: Martin Feeney
Title: Principal

Date: 2 April 2018

Date: 1/1/18

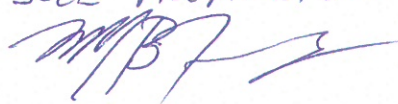
BY: _____

Type Name: _____
Title: _____

Date: _____

MONTEREY COUNTY WATER RESOURCES AGENCY
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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.

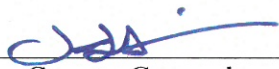
SOLE PROPRIETOR - NO NAME


(_____)

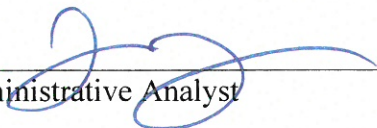
Agreement/Amendment No # (_____)

Approved as to form:

Approved as to fiscal provisions:



Deputy County Counsel

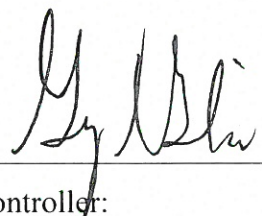


Administrative Analyst

Dated: 3.23.18

Dated: 3-28-18

Risk Management:



Auditor-Controller:

Dated: _____

Dated: 3-26-18

EXHIBIT A

SCOPE OF WORK FOR INTEGRATED COASTAL MONITORING AND REPORTING PLAN

Project Understanding

The California American Water Company (CalAm) is the project proponent for the slant wells to provide feed water to a desalination plant element of the Monterey Peninsula Water Supply Project (MPWSP). The MPWSP also includes aquifer storage and recovery (ASR) and in lieu use of the resultant produced water and of highly treated wastewater from Monterey One Water.

Per a settlement agreement executed in 2012, the Monterey County Water Resources Agency (Agency) is to develop a monitoring and reporting plan (Plan) to monitor the operations and any potential effects of the MPWSP on the Salinas Valley Groundwater Basin. CalAm established a **Slant Well Special Study Monitoring Network (Special Study)** to meet research and special study objectives. The Agency has operated a long-term, regional ambient coastal monitoring network (**Ambient Network**) used to document groundwater levels and quality at the coast since the 1950's. The CEQA review of the Slant Well project is ongoing; a draft EIR/EIS has been circulated and the public comment period has closed; a Final EIR/EIS is in production and could result in additional monitoring requirements identified in the mitigation monitoring and reporting program (MMRP). The FEIR/EIS could also result in decisions by other regulatory and permitting agencies that include specific regulatory compliance monitoring requirements in related permits. The final MMRP and permit requirements are not known at this time.

The study will investigate how the Slant Well Special Study Monitoring network can provide the basis for meeting settlement agreement compliance and detection objectives and be integrated into the existing MCWRA ambient coastal monitoring program. The outcome is to be an Integrated Coastal Monitoring and Reporting Program (Program) established consistent with the Settlement agreement between the County, MCWRA and CalAm. The plan design will identify the network objectives, location for additional monitoring wells (if needed), constituents and parameters to measure, frequency of measurement, and a procedure for the monitoring, testing, and analysis of water from any such wells. If the EIR is certified and the MPWSP moves forward, the objectives for the existing Slant Well Special Study Monitoring Network may be adapted to meet additional compliance and detection objectives pursuant to the EIR and permitting requirements.

We will identify data gaps, evaluate implementation strategies, and make a recommendation for an Integrated Coastal Monitoring and Reporting Plan (Plan) to: 1) track the operations aspects of the slant wells, 2) *detect* any water level and quality effects from the proposed project. The implementation strategies to be considered for the operation and maintenance of the proposed Plan include Agency, Consultant, or a combination of Agency/Consultant. As such, this study is both a management and technical evaluation. There will be both short-term costs to develop the network, and long-term costs to operate and maintain the Program.

This project is not intended to support full and complete review of the Agency's long-term, ambient coastal monitoring program but it is critical to put this effort in context of the overall Plan to understand coastal conditions and Program operations.

Approach

Our approach is to design a physical monitoring network that produces scientifically credible and defensible data and analysis results which document operational effects of the Test Slant Well and the proposed full MPWSP, in order to determine if there are any impacts or harm to the Salinas Valley Groundwater Basin. The existing Ambient Network and Special Study reports provide the starting point to evaluate the data gaps, potential needs to fill these gaps, and the costs for collection, analysis and reporting of the data. The Plan will include evaluating both short-term (start-up) needs and long-term (ongoing). We will consult with the Agency during this effort. Tasks are related to:

- Reviewing and documenting the existing Special Study and Ambient Network
- Development of the monitoring objectives that Plan is to address
- Identification of data gaps to meet objectives
- Develop approaches to filling data gaps
- Review of analysis methods
- Design of an "idealized" network (collection, processing, analysis, reporting) to provide a basis for comparison of management and operations costs
- Evaluating the pros/cons of the management alternatives for the idealized network, including documenting constraints and opportunities (e.g.; integration with the Agency's Ambient Network)
- Reviewing data management, exchange, reporting needs, and management approach
- Making a final findings, conclusions and recommendations for the Integrated Coastal Monitoring and Reporting Plan

To conduct the Integrated Coastal Monitoring and Reporting Plan design, we will consider: 1) the spatial and temporal coverage of the sampling sites; 2) the objectives of a monitoring programs; 3) uncertainties in the complex nature of geologic, hydrologic, and other environmental factors; 4) uncertainty (geologic, hydrologic, and environmental); 5) decisions and actions that need to be supported by the information generated, 6) target audience of analysis, 7) the range of management costs and the approaches and methods for Program operations and maintenance.

Inputs to the analysis include: Draft and Final EIR/EIS (ESA, 2017), Test Slant Well Reports (Geoscience), Test Slant Well Long Term Pumping Monthly Monitoring Reports, Monterey Peninsula Water Supply Project Hydrogeologic Investigation (Geoscience, 2014), Hydrogeologic Investigation Work Plan (Geoscience, 2013), Hydrogeologic Investigation Borehole Technical Memorandum (HWG), Slant Well Survey (MWH, Oct 2015), the Electrical Resistivity Tomography Data (ERT) work performed by Stanford University, the Agency's Ambient Network, and other local data and GIS coverages. Inputs also include Agency comments on interim technical memorandums prepared for this purpose. We can accommodate the participation of other parties should the Agency seek to use the HWG or other experts and interested parties.

The outputs and deliverables include technical memorandum or briefings that document interim result, obtain input and feedback, and make interim decisions and key milestones, and provide the basis for subsequent development of draft report chapters. The draft Integrated Coastal Monitoring and Reporting Plan will be prepared for Agency review and comment prior to preparing the final report. Costs include four on-site meetings; monthly conference (six) calls over anticipated 6-month project period. The 2018 rate schedule and project budget are provided below.

Task 1 Kick-off and Mobilization

The purpose of this task is to ensure that there is shared understanding between the consultant and Agency, mobilize the project; identify needed data or studies; define project communications.

- Meeting No. 1 on-site meeting with Agency
- Review scope
- Clarify study objectives, and questions to be addressed through a revised monitoring program,
- Define monitoring network objectives
- Discuss outside interests, expectations and potential project pitfalls
- Confirm the spatial extent of the investigation; elements of the MPWSP that are to be considered in the design; and how the proposed network could integrate with regional, ambient monitoring.
- Identify other participant, peer review or outreach requirements
- Document Agency staff roles, classification descriptions, staffing costs/rates
- Obtain Monterey County chemistry lab costs for comparison with commercial laboratory
- Coordinate data transfers
- Establish final interim work products, meeting schedule and peer review process expectations

Deliverable: Consultant will provide meeting notes documenting key discussion points, decisions, and actions.

Task 2 – Review and Document Existing Monitoring Networks, Methods, and Costs

The purpose of this task is to document the current networks for purposes of comparison of methods and costs, and to identify opportunities and constraints related to short term start up and long-term maintenance and operations of the network ultimately designed.

- For both the existing Slant Well Special Study Network and the Agency Ambient Network , review and document the current approaches for:
 - Sampling/Data collection frequency
 - Analyte and laboratory methods and standards (QA/QC protocols)
 - Sample analysis/monitoring methodology and standards (QA/QC protocols)
 - Well instrumentation types, calibration, maintenance procedures and frequency
 - QA/QC protocols
 - Data processing steps

- Data analysis
 - Report, map, and graph formats
 - Monitoring well maintenance requirements and frequency
- Consult with GeoScience to document and review current Slant Well monitoring network objectives, costs; data and work flows; resources requirements for data collection, processing, analysis and reporting.
- Document and review Agency's Programs, objectives, costs, data and work flows; resources requirements for data collection, processing, analysis and reporting
- Preliminary analysis of opportunities and constraints to integrating monitoring networks and network objectives

Task 3- Identify Data Gaps and Uncertainties

The purpose of this task is to identify the data gaps that are to be filled by the Plan to be designed; list uncertainties that may be addressed by the proposed Plan and any that may require further special study and investigation outside of the current scope of work.

- Review and document areas of uncertainty in technical and analytical data
 - Consult with Geoscience/HWG members regarding existing monitoring and data gaps and uncertainty
 - Consult with modelers (Geoscience , HydroFocus) to discuss/identify data gaps and uncertainty encountered
 - Review model results with attention to errors between observed and simulated conditions to document uncertainties that could be addressed through additional monitoring or other special studies
 - Consult with the Agency regarding existing monitoring and data gaps and uncertainty
- Review the Agency's monitoring responsibilities associated with the Settlement Agreement
 - Evaluate how monitoring results and reporting requirements are to be used to trigger subsequent actions
 - Review the Settlement Agreement for monitoring and reporting requirements
 - Document all reporting requirements
- Evaluate representative nature of the current monitoring wells in terms of the formations monitored and flow regimes
- Establish final revised Program objectives and plan to fill identified data gaps, meet compliance requirements , address uncertainty and answer questions
- Prepare draft version of Interim Memorandum I
- Meeting No. 2 – on-site with the Agency
 - To discuss findings
 - To review deliverable – Task 2 and 3 draft version of Interim Memorandum I
- Agency review and comments on draft Interim Memorandum I

Deliverable: Task 2 and 3 final version of Interim Memorandum I.

Task 4 Coastal Monitoring and Reporting Program Design

The purpose of this task is to design the idealized network and requirements for development (short term) and maintenance and operations (long term) so that the “normalized” description

can be used to compare alternative management approaches to development and implementation.

- Obtain data on county rights of way, easements and public lands that may be accessible for siting monitoring wells; map potential locations
 - Work with CalAm to have them install any addition monitoring well clusters that have been identified to fill spatial gaps in well network
- Identify and document potential short- term start-up costs
 - Instrumentation
- Long Term operations and maintenance program
 - Sampling/Data collection frequency
 - Analyte and laboratory methods and standards (QA/QC protocols)
 - Sample analysis/monitoring methodology and standards (QA/QC protocols)
 - Well instrumentation types
 - QA/QC protocols
 - Data processing steps
 - Data analysis
 - Report, map, and graph formats
 - Monitoring well maintenance requirements and frequency
- Evaluate and recommend data management, exchange and reporting approaches.
- Describe technical constraints and opportunities to implement the network and integrate the programs. This includes such things and well siting limitations, need for detailed study to reduce uncertainty (e.g.; model improvements, additional geophysics, etc.)
- Evaluate phased development of monitoring wells; this could be based on observations at the existing network (e.g.; identify detection limits at wells that would serve as triggers to initiate further monitoring or actions)
- Develop preliminary recommendations
- Hold a public outreach meeting that will present the goals of the Plan and receive comments.

Task 5 Evaluate Implementation/Management Alternatives and Costs Comparison for Recommended Network

The purpose of this task is to compare the alternative management approaches identified in the RFP using the normalized/idealized monitoring network identified in Task 4. The pro's and con's for the three approaches will be developed to allow for comparison. Alternatives will present a range of costs. The consultant will make final recommendations to be included in the draft and final report.

- Develop and document pro's and con's for the different management approaches.
- Document the management constraints and opportunities to integrating monitoring networks and implementing the proposed network
- Develop recommendations. Prepare Task 4 and 5 Interim Memorandum
- Meeting No. 3 with the Agency

Deliverable: Task 4 and 5 final version of Interim Memorandum II.

Task 6 Prepare Draft and Final Report

The purpose of this task is to develop a draft report by aggregating prior interim memorandums. The draft report will be presented to the agency to document the analysis and the consultant findings and receive comments. After Agency review to obtain comments a final report will be prepared.

- Draft findings, conclusions and recommendations
- Compile prior interim TMs into draft report
- Agency review and comment
- Meeting No. 4 with the Agency

Deliverable: Draft and Final Integrated Coastal Monitoring and Reporting Plan

EXHIBIT B

County of Monterey

Integrated Coastal Monitoring and Reporting Plan

BUDGET

\$62,300

Professional Service			M Feeney	M. Zidar
TASK DESCRIPTION	HOURS	FEE	\$200	\$185
Task 1 Kick-off and Mobilization	20	3,820	8	12
Task 2 Review and Document Existing Monitoring Networks, Methods, and Costs	64	12,080	16	48
Task 3 Identify Data Gaps and Uncertainties	36	6,840	12	24
Task4 Coastal Monitoring and Reporting Program Design	84	16,080	36	48
Task 5 Evaluate Implementation/Management Alternatives and Costs Comparison for Recommended Network	80	15,160	24	56
Task 6 Prepare Draft and Final Report	44	8,320	12	32
TOTAL (LABOR)			108	220
			\$ 21,600	\$ 40,700

RATE SHEET

**Martin B. Feeney, PG, CEG CHg
Consulting Hydrogeologist**

Fee Schedule 2018

Professional Services

Principal Hydrogeologist	\$200/hour
Principal Hydrogeologist (field)	\$160/hour
Project Hydrogeologist	\$175/hour
Word Processor	\$70/hour
Illustrator/GIS	\$100/hour

Equipment

Data Logger and Transducer	\$100/day
Conductivity Meter	\$75/day
Turbidity Meter	\$75/day

Indirect Charges

Reproduction	Cost + 10%
Outside Services	Cost + 10%
Laboratory Services	Cost + 10%
Mileage (outside 100 mile radius)	\$0.56/mile