

## COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Errol L. Montgomery & Associates, Inc.  
(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

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 goods and/or services are generally described as follows:

**Provide:**

professional hydrogeologic services for completing the Salinas Valley Groundwater Basin Investigation.

### 2.0 PAYMENT PROVISIONS:

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: \$ 233,260.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2020 to June 30, 2021, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

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

**Exhibit B Other:** Revisions to third paragraph of Section 9.04, Other Requirements, and Section 10.1, Confidentiality, of Agreement

Errol L. Montgomery & Associates,  
Inc.

## 5.0 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.
- 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.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall 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. The County 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.

## 7.0 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.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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 the County has approved such insurance. 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, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

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

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

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

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

9.04 **Other 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.

Please refer to Exhibit B of Agreement.

HUB / *[Signature]*  
Contractor's Initials

1/29/20  
Date

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 always 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.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the 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.

Please refer to Exhibit B of Agreement.

HWB/PSL  
Contractor's Initials

1/29/20 P.  
Date

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **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.

## 11.0 NON-DISCRIMINATION:

11.01 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.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

#### 14.0 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:
Dalia M. Mariscal-Martinez Management Analyst III	Derrick Williams, P.G., C.Hg. Principal Hydrogeologist
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	1232 Park Street, Suite 201 B Paso Robles, California 93446
Address	Address
(831) 755-8966	(805) 259-4095
Phone:	Phone:

#### 15.0 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 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; venue shall be Monterey County.
- 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.

## 16.0 SIGNATURE PAGE.

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

### COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

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

By: \_\_\_\_\_  
County Counsel

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

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

By: \_\_\_\_\_  
Auditor/Controller

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

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

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

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

### CONTRACTOR

Errol L. Montgomery & Associates, Inc.

Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or  
Vice-President) \*

President

Date: \_\_\_\_\_  
Name and Title

1/29/20

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

Thyllis S. Leach

Date: \_\_\_\_\_  
Name and Title

1/29/20

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

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

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

## 16.0 SIGNATURE PAGE

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

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 03-04-2020

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

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

By: [Signature]  
County Counsel

Date: 1/31/20

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

By: [Signature]  
Auditor/Controller

Date: 2/6/2020

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

By: [Signature]  
Risk Management

Date: 1/31/20

**CONTRACTOR**

Errol L. Montgomery & Associates, Inc.

Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President) \*

President Hale W. Barker  
Name and Title

Date: 1/29/20

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

Phyllis S. Leach Treasurer  
Name and Title

Date: 1/29/20

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

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

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

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



**MONTGOMERY  
& ASSOCIATES**

Water Resource Consultants

www.elmontgomery.com

1550 East Prince Road

Tucson, AZ 85719

520.881.4912

March 18, 2019

Mr. Howard Franklin  
Monterey County Water Resources Agency  
1441 Schilling Place  
North Building  
Salinas, CA 93901

Via email

### **SUBJECT: COMPLETION OF THE SALINAS VALLEY GROUNDWATER BASIN INVESTIGATION**

Dear Mr. Franklin:

In accordance with your request, Montgomery & Associates (M&A) has prepared this Scope of Work (SOW) and cost estimate for the County of Monterey (County) to provide professional hydrogeologic services for completing the Salinas Valley Groundwater Basin Investigation (Basin Investigation). This proposed SOW is intended to fulfill those tasks set forth in Exhibits A and B of the settlement agreement between the Salinas Valley Water Coalition and the County of Monterey that have not been completed by either Brown and Caldwell or the U.S. Geological Survey (USGS).

### **BACKGROUND**

Brown and Caldwell executed the first phase of the Basin Investigation in 2015 with delivery of the *State of the Basin* report, which provided a near-term assessment of conditions in Zone 2C of the Salinas Valley Groundwater Basin. The second phase of the Basin Investigation has been conducted primarily by the USGS and entails a five-year study of Zone 2C, including construction of an integrated groundwater-surface water model for use in evaluating water budgets, groundwater elevations, and seawater intrusion under both current and future conditions.

This project seeks to align completion of Basin Investigation with tasks being performed by M&A to develop a Groundwater Sustainability Plan (GSP) for the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), to the extent practicable. The Sustainable Groundwater Management Act (SGMA) went into effect after the Basin Investigation commenced; and many of SGMA's requirements for the GSP overlap with tasks that were previously slated for completion as part of the Basin Investigation.

**TUCSON | PHOENIX | DENVER | SACRAMENTO | SALT LAKE CITY | LIMA | SANTIAGO**

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Errol L. Montgomery & Associates, Inc.  
Salinas Valley Groundwater Basin Investigation  
RMA

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **OBJECTIVES**

Montgomery & Associates will help the County complete the following objectives for the Basin Investigation:

- Reassess and summarize the State of the Salinas Valley Groundwater Basin (Zone 2C) using the results of the most recently configured USGS constructed historical Salinas Valley Integrated groundwater surface water Hydrologic model (SVIHM).
- Reassess the 2030 demand projections made in the 2010 General Plan Final Environmental Impact Report (FEIR) in light of any changes to or errors in the assumptions for baseline and future water demand, including trends in land and water use;
- Develop revised land use data for 2030 based on reassessed land use assumptions in the 2010 General Plan FEIR;
- Assess and provide conclusions regarding the degree to which the total water demand for all uses are likely to be reached or exceeded based on reassessed land use assumptions and changes to baseline and future water demand;
- Evaluate and provide conclusions regarding future trends and expected changes in groundwater elevations and the extent of seawater intrusion based on historical data and the data produced during the study; and,
- Make recommendations on measures the County could take, should the study conclude that: i) total water demand for uses based on reassessed land use assumptions is likely to be exceeded; or, ii) groundwater elevations are likely to decline by the year 2030; or, iii) the seawater intrusion boundary is likely to advance inland by the year 2030.

### **PROJECT DESCRIPTION**

This project is intended to include an evaluation of future (2030) land use and water demands in the Salinas Valley, and a predictive analysis of groundwater and surface water resources. Although conceptually similar to the GSP being developed for the SVBGSA, the two programs rely on different assumptions and have different objectives. Therefore, it is likely that the two projects will benefit from shared resources, but may have differing analyses.

### **ASSUMPTIONS**

An operational baseline version of the SVIHM will be available to Montgomery & Associates to simulate the impact of changes in land use, future groundwater elevations, and changes to the extent of seawater intrusion. The operational model will include a reservoir operations module that can be numerically coupled with the SVIHM to simulate current reservoir operations and responses in the groundwater-surface water system. The historical SVIHM was initially calibrated from 1967 through 2014. The updated historical SVIHM will

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

be calibrated to data through 2018. The updated historical SVIHM and updated operations SVIHM will be completed and available to M&A by June 1, 2019 in order to maintain the proposed schedule.

Per a Joint Funding Agreement (JFA) with Monterey County, the USGS will be evaluating water budgets, groundwater level contours, and the extent of seawater intrusion on an annual basis through 2018. Additionally, the JFA provides for limited technical support from the U.S. Geological Survey (USGS) to provide guidance to a consultant on model input and in performing analysis of future land use conditions and water availability as needed to satisfy the terms of the aforementioned settlement agreement. M&A will rely on the accuracy and timeliness of these analyses and guidance for incorporation into the Basin Investigation.

### Project Tasks

#### Task 1. Reassessment of the State of the Salinas Valley Groundwater Basin

This task will revisit the findings of the *State of the Salinas River Groundwater Basin* report (Brown and Caldwell, 2016) in light of additional data collected by MCWRA in 2017 and 2018. Specific issues to be re-evaluated are:

- Groundwater elevations (Section 3.4),
- Groundwater balance (Section 4), and
- The extent of seawater intrusion (Section 5.2).

The groundwater elevations and groundwater balance presented in the *State of the Basin* report will be compared against the results of the historical SVIHM. The discussion of seawater intrusion will include an update on inter-aquifer flow (Section 5.2.3.3) based on data published by MCWRA in 2017.

This task includes the development, in collaboration with MCWRA, of seawater intrusion maps for the 180- and 400-Foot Aquifers for 2018. This task includes updating hydrographs for non-confidential monitoring wells. Maps developed as part of this project will include current groundwater basin boundaries, which have been updated since the preparation of the 2016 *State of the Basin* report.

Based on the most recently updated SVIHM-Historical model, Montgomery & Associates will reassess and summarize the State of the Salinas Valley Groundwater Basin (Zone 2C). This task includes identifying appropriate data sources that can be used to update urban, rural, industrial, and agricultural water demands, population, and land use (Tasks 2 and 3).

#### Task 2. Reassessment of Urban, Rural, and Industrial Populations and Water Use

The 2010 General Plan FEIR included 2030 demand projections. This task includes a re-assessment of these projections in light of any changes to or errors in the assumptions for

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

baseline and future demand. With respect to 2014 data, this task shall determine the following as a basis for reassessing the 2030 demands: (a) a reassessment of urban population and per capita water use, (b) checks on rural residential population and domestic per capita water use, and (c) checks on industrial and commercial water use.

This task will be coordinated with the ongoing U.S. Bureau of Reclamation's (USBR) Basin Study, which is also addressing future water demand and water availability.

This task includes one day of meetings with representatives from local governments and planning agencies to review population and water use demand projections for the model update.

### **Task 3. Agricultural Trend Analysis and Reassessment of Land Use Projections**

This task will involve evaluating changes to agricultural acreage, crop patterns, irrigation patterns, and water use efficiency through 2030. Agricultural land use projections will be based on reassessed land use assumptions in the 2010 General Plan FEIR. Geographic information system (GIS) coverages will be developed for assumed 2030 agricultural land use. The coverage will indicate the projected 2030 crop type for each discrete parcel in the database. A trend analysis will be conducted to develop annual estimates of agricultural water use through 2030, based on the updated 2030 land use projections.

This task will be coordinated with the ongoing U.S. Bureau of Reclamation's (USBR) Basin Study, which is also addressing future water demand and water availability.

This task includes one day of meetings with representatives from the Monterey County Farm Bureau and the Salinas Valley Water Coalition to review agricultural land use projections and their associated water demands.

### **Task 4. Year 2030 Build-out Model**

This task entails incorporating the projected land use and water demand estimates into the operational SVIHM model for the period 2018 through 2030. Anthropogenic groundwater use (pumping) will be based on the revised population/water use projections developed in Task 2 and the updated land use projections developed in Task 3. The updated model will be used to simulate annual groundwater elevation contours and groundwater demands.

### ***Saltwater Intrusion***

The SVIHM model does not simulate variable-density flow and cannot directly simulate seawater intrusion. The potential for seawater intrusion can be assessed by comparing simulated groundwater flow across this shoreline at different time periods in the simulation. More flow from the ocean towards the Salinas Valley across the simulated shoreline indicates increased seawater intrusion. Annual estimates of future seawater intrusion will be developed using this technique.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Climate Change*

Surface-water related inputs to the SVIHM, such as aerial recharge and streamflow, are derived from the Salinas Valley Watershed Model (SVWM), a surface-water model of the entire Salinas Valley watershed. Additional SVIHM inputs are derived from the California Basin Characterization Model (CA-BCM-2014) dataset developed by the USGS. The USGS is currently incorporating climate change into the BCM and SVIHM. If the USGS model with climate change is complete by the time it is needed for this project, we will select one climate change scenario to simulate future conditions.

If the USGS climate change scenarios are not complete, we will use the existing SVIHM and the climate change analysis used for the SGMA report. The SGMA climate change analysis projects climate conditions centered around 2030 that have been developed by the California Department of Water Resources (DWR). This proposal assumes that one predictive simulation will be conducted, using a projected climate scenario that has been incorporated into SGMA. The selection of the specific scenario will be made in consultation with MCWRA. Additional scenarios are not included in this proposal, but could be evaluated (at an additional cost) if requested by MCWRA.

### **Task 5. Report**

Task 5 includes the preparation of a report documenting:

- Evaluation of current groundwater levels and seawater intrusion;
- Discussion of simulated changes to groundwater elevation, seawater intrusion rates, and the extent of seawater intrusion;
- Quantification of simulated water demand for the year 2030;
- Discussion of how demands compare to modeled water availability;
- Recommendations for how water resources in the study area can be managed to address water demands that may exceed supply; decreasing groundwater levels; and/or continued advancement of seawater intrusion.

The recommendations in the report may mirror the management and implementation actions to be included in the GSP and could, but do not have to be, consistent with the sustainability criteria described in the GSP.

### **Task 6. Project Management and Coordination**

This task includes project management / coordination and participation in meetings with MCWRA. The following meetings are included in this task:

- Project kickoff meeting at MCWRA offices
- Monthly project status meetings at MCWRA offices (or via teleconference)



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Final presentation to County Board of Supervisors

### Deliverables

This project includes the following deliverables:

- Meeting summaries, including electronic (PowerPoint) copies of presentations;
- Draft report in electronic (Microsoft Word) format;
- Final report in electronic (Adobe PDF) format;
- Supporting data, including:
  - Spreadsheet-based water use or demand projections;
  - ArcGIS map packages for geospatial data developed as part of this project.

### Schedule

The proposed project schedule is shown below.

	Weeks from start	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1.0 Reassessment of the State of the Salinas Valley Groundwater Basin																									
1.01 Review groundwater head elevations																									
1.02 Review water balance																									
1.03 Review saltwater intrusion																									
2.0 Reassessment of Urban, Rural, and Industrial Populations and Water Use																									
2.01 Update water use																									
3.0 Agricultural Trend Analysis and Reassessment of Land Use Projections																									
3.01 Update agricultural water use projections																									
4.0 Year 2030 Build-out Model																									
4.01 Prepare model inputs																									
4.02 Predictive simulations																									
5.0 Report																									
5.01 Draft report																									
5.02 Presentation																									
5.03 Final report																									
6.0 Project Management and Coordination																									
6.01 Project Management																									
6.02 Meetings																									

### Professional Fees

Total project cost is estimated to be **\$233,260**. If the actual scope of work varies from the described scope of work, actual costs will vary from estimated costs. However, the total estimated cost of **\$233,260** would not be exceeded without prior authorization.

The table below summarizes the costs associated with each task. A detailed cost breakdown is provided as Attachment A.

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task	Description	Hours	Labor	Expenses	Subcontractor	Total
1	Reassessment of the State of the Salinas Valley Groundwater Basin	144	\$23,500	\$-	\$16,500	\$40,000
2	Reassessment of Urban, Rural, and Industrial Populations and Water Use	121	\$19,400	\$1,200	\$-	\$20,600
3	Agricultural Trend Analysis and Reassessment of Land Use Projections	218	\$34,280	\$1,200	\$-	\$35,480
4	Year 2030 Build-out Model	26	\$5,280	\$-	\$44,000	\$49,280
5	Report	189	\$32,800	\$-	\$5,500	\$38,300
6	Project Management and Coordination	212	\$46,400	\$3,200	\$-	\$49,600
		910	\$161,660	\$5,600	\$66,000	\$233,260

Sincerely,  
MONTGOMERY & ASSOCIATES

*Derrick Williams*  
Derrick Williams  
Principal Hydrogeologist

## COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$233,260.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based according to the Detailed Cost in Attachment A of this Exhibit A and in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/disbursements>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

## CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us): County of Monterey, Resource Management Agency (RMA) – Finance Division, 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901-4527. Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

*AWB/psd*  
Contractor's Initials  
1/29/20  
Date

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**ATTACHMENT A - DETAILED COST**

	LABOR										EXPENSES	SUBCONTRACTOR	TOTAL ESTIMATED FEES AND EXPENSES	
	D.				M.				Total Professional Fees	Expenses				Cost w/ markup
	Williams Scientist	C. Peters Scientist	Lavengood GIS	Drafter	2. Clerical									
Billing Rate	\$ 260	\$ 280	\$ 145	\$ 140	\$ 105	\$ 80	Hours							
Reassessment of the State of the Salinas Valley Groundwater Basin														
Compare measured water levels to SVHM output (4 maps)	8	8	20	4	8	3	51 \$	8,140 \$	-	15,000 \$	16,500 \$			
Review and update water balance	8	8	20	4	8	3	42 \$	7,220 \$	-	0 \$	0 \$			
Review and update salinwater intrusion	8	8	20	4	8	3	51 \$	8,140 \$	-	0 \$	0 \$			
Task 1 Subtotals	24	24	60	12	16	8	144 \$	23,500 \$	-	15,000 \$	16,500 \$	40,000 \$		
Reassessment of Urban, Rural, and Industrial Populations and Water Use														
Update population and water use demands	8	8	40	20	16	5	97 \$	14,280 \$	-	0 \$	0 \$			
Meetings with agencies	8	16					24 \$	5,120 \$	1,200			20,000 \$		
Task 2 Subtotals	16	24	40	20	16	5	121 \$	19,400 \$	1,200	0 \$	0 \$	20,000 \$		
Agricultural Trend Analysis and Reassessment of Land Use Projections														
Update agricultural water use projections	8	40	40	80	16	10	194 \$	29,160 \$	-	0 \$	0 \$			
Meetings with stakeholders	8	16					28 \$	5,120 \$	1,200					
Task 3 Subtotals	16	56	40	80	16	10	218 \$	34,280 \$	1,200	0 \$	0 \$	35,480 \$		
Year 2030 Build-out Model														
Prepare model inputs	4	8				1	13 \$	2,640 \$	-	20,000 \$	28,000 \$			
Predictive simulations	4	8				1	13 \$	2,640 \$	-	10,000 \$	16,000 \$			
Task 4 Subtotals	8	16	0	0	0	2	26 \$	5,280 \$	-	30,000 \$	44,000 \$	49,280 \$		
Report														
Draft report	20	40	20	4	16	5	105 \$	18,340 \$	-	2,500 \$	2,750 \$			
Final report	20	20	20	4	16	4	84 \$	14,460 \$	-	2,500 \$	2,750 \$			
Task 5 Subtotals	40	60	40	8	32	9	189 \$	32,800 \$	-	5,000 \$	5,500 \$	38,300 \$		
Project Management and Coordination														
Project Management														
Kickoff meeting	50	20				4	74 \$	17,120 \$	-	0 \$	0 \$			
Monthly meetings	8	16				2	26 \$	5,280 \$	1,300	0 \$	0 \$			
Presentation to County Board	50	24				4	78 \$	17,880 \$	800	0 \$	0 \$			
Task 6 Subtotals	8	16	0	8	32	2	34 \$	6,120 \$	1,300	0 \$	0 \$			
Total Hours	220	256	180	120	88	46	910 \$	161,660 \$	5,500	0 \$	66,000 \$	233,260 \$		
TOTAL COST	\$ 57,200	\$ 48,640	\$ 26,100	\$ 16,800	\$ 9,240	\$ 3,680		\$ 161,660	\$ 5,500		\$ 66,000	\$ 233,260		

**EXHIBIT B – REVISIONS TO THIRD PARAGRAPH OF SECTION 9.04, OTHER REQUIREMENTS, AND SECTION 10.01, CONFIDENTIALITY, OF AGREEMENT**

**9.04 Other 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 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 01 in tandem with CG 20 37 10 01 (2000), or equivalent. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99, or equivalent.

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. With the exception of responding to a subpoena, court order, or legal proceeding, 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.