

Monterey County

1441 Schilling Place
Salinas, CA 93901



Meeting Agenda - Final

Friday, August 6, 2021

10:00 AM

IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4
Water Resources Agency Finance Committee

John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis

IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE FINANCE COMMITTEE MEETING

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

To participate in this Finance Committee meeting, the public is invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

1. For ZOOM participation please join by computer audio at:

<https://montereycty.zoom.us/j/92403510520>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push *9 on your keypad.

2. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means:

When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and unmute their device one at a time. Public speakers may be broadcast in audio form only.

3. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at WRAPubliccomment@co.monterey.ca.us by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

4. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250

words or less, to the Monterey County Water Resources Agency at WRAPubliccomment@co.monterey.ca.us. In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

5. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: WRAPubliccomment@co.monterey.ca.us. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Finance Committee date and agenda number in the subject line.

6. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at WRAPubliccomment@co.monterey.ca.us. (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

7. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@co.monterey.ca.us. The request should be made no later than noon on the Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

8. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITE DE FINANZAS

Basado en la guía del Departamento de Salud del Estado de California (California Department of Public Health) y de la Oficina del Gobernador, para minimizar la propagación del virus COVID 19, por favor haga lo siguiente:

Para participar en esta reunión del Comité de Finanzas el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

1. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
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+1 253 215 8782 US
+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números:
924 0351 0520 PASSWORD: 404237 . Tenga en cuenta que no hay un Código de participante,
simplemente presionará # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

2. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:

Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

3. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a WRAPubliccomment@co.monterey.ca.us antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

4. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios

públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

5. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

6. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a WRAPubliccomment@co.monterey.ca.us (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

7. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@co.monterey.ca.us. La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

8. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

Roll Call

Public Comment

Consent Calendar

1. Approve the Minutes of the Finance Committee meeting on July 2, 2021.

Attachments: [Draft Action Minutes July 2, 2021](#)

Scheduled Items

2. Consider receiving the June 2021 Financials for all Agency Funds.

Attachments: [Period 12 - Financial Status - June 2021](#)

3. Support approval of Amendment No. 3 to a Professional Services Agreement with

Wood Environment & Infrastructure, Inc., for the performance of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project, which increases the maximum amount payable by \$83,204.00 and revises the scope of services; and support authorizing the General Manager to execute the Amendment.

Attachments: [Board Report](#)
 [Amendment No. 3](#)
 [Exhibit A - Scope of Work](#)
 [Exhibit B - Fee Schedule](#)
 [Amendment No. 2](#)
 [Amendment No. 1](#)
 [Agreement](#)

4.

Support approval of:

- a. A draft agreement with Maggiora Bros. Drilling, Inc. for Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California for \$1,992,644.00 for a sixteen (16) month term;
- b. A draft agreement with Pacific Coast Well Drilling dba Precision Hydro for Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D), Monterey County, California for \$3,423,008.67 for a sixteen (16) month term; and
- c. Support authorizing the General Manager to adjust language of the Agreements, as may be necessary, with County Counsel approval; and
- d. Support authorizing the General Manager to approve change orders up to a cumulative amount of ten percent of the total Agreement amounts; and,
- e. Support authorizing the General Manager to execute the Agreements.

Attachments: [Board Report](#)
 [Attachment 1 - RFP 21-001](#)
 [Attachment 2 - Map of Well Groups](#)
 [Attachment 3 - RFP 21-001 Bid Summary by Group](#)
 [Attachment 4 - Draft Agreement Maggiora](#)
 [Attachment 5 - Draft Contract PCWD](#)

Status Reports

5.

- Proposition 218 Update
- 10-Year Financial Plan Update
- Grants Update
- USBR Loan Refinancing
- Homeless Encampment Cleanup Costs

Calendar

6. Set next meeting date and discuss future agenda items

Adjournment



Monterey County

Item No.1

Board Report

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

Legistar File Number: WRAFIN 21-055

August 06, 2021

Introduced: 7/28/2021

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Approve the Minutes of the Finance Committee meeting on July 2, 2021.

Monterey County

*1441 Schilling Place
Salinas, CA 93901*



Action Minutes - Draft

Friday, July 2, 2021

10:00 AM

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

Water Resources Agency Finance Committee

*John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis*

IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE FINANCE COMMITTEE MEETING

The Finance Committee meeting will be held by teleconference in order to minimize the spread of the COVID 19 virus, in accordance with the State of Emergency proclaimed by Governor Newsom on March 4, 2020, Executive Order N 29 20 issued by Governor Newsom on March 17, 2020, and the Shelter in Place Order issued by the Monterey County Health Officer on March 17, 2020, as may be periodically amended.

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8. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITE DE FINANZAS

La reunión del Comité de Finanzas se llevará a cabo por teleconferencia para minimizar la propagación del virus COVID 19, de acuerdo con el Estado de Emergencia proclamado por el Gobernador Newsom el 4 de Marzo del 2020, Orden Ejecutiva N 29 20 emitida por el

Gobernador Newsom el 17 de Marzo del 2020, y la Orden de Refugio en el Lugar”) emitida por el Oficial de Salud del Condado de Monterey el 17 de Marzo del 2020, según se pueda enmendar periódicamente.

Para participar en esta reunión del Comité de Finanzas el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

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la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

4. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

5. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

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7. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@co.monterey.ca.us. La solicitud debe hacerse a más tardar el mediodía del Jueves antes de la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

8. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

The meeting was called to order at 10:00 a.m.

Roll Call

Present: John Baillie, Mark Gonzalez, Mike LeBarre, Matthew Simis
Absent: None

Public Comment

None

Consent Calendar

1. Approve the Minutes of the Finance Committee meeting on June 4, 2021.

Attachments: [Draft Action Minutes June 4, 2021](#)

Upon Motion by Matt Simis and Second by Mark Gonzalez, the Committee approved the Minutes of the Finance Committee meeting on June 4, 2021.

Ayes: Baillie, Gonzalez, LeBarre, Simis
Noes: None

Scheduled Items

2. Consider receiving the May 2021 Financials for all Agency Funds.

Attachments: [Period 11 - Financial Status - May 2021](#)

Upon Motion by Mark Gonzalez and Second by Matt Simis, the Committee received the May 2021 Financials for all Agency Funds.

Ayes: Baillie, Gonzalez, LeBarre, Simis
Noes: None

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement with AECOM Technical Services, Inc., in the amount of \$56,666 to provide annual safety surveillance and performance evaluation of San Antonio Dam for FY 2021-22; and authorize the General Manager to execute the Amendment.

Attachments: [Board Report](#)
 [AECOM Amendment No. 1](#)
 [EXHIBIT D - Scope of Work](#)
 [EXHIBIT E - Payment Provisions](#)
 [Executed AECOM Agreement](#)

Upon Motion by Mike LeBarre and Second by Mark Gonzalez the Committee recommended that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement with AECOM Technical Services, Inc., in the amount of \$56,666 to provide annual safety surveillance and performance evaluation of San Antonio Dam for FY 2021 22; and authorize the General Manager to execute the Amendment.

Ayes: Baillie, Gonzalez, LeBarre, Simis

Noes: None

Status Reports

4.
 - Proposition 218 Update
 - 10-Year Financial Plan Update
 - Grants Update
 - USBR Loan Refinancing
 - Homeless Encampment Cleanup Costs

Calendar

5. Set next meeting date and discuss future agenda items

Adjournment

The meeting adjourned at 10:36 a.m.



Monterey County

Item No.2

Board Report

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

Legistar File Number: WRAFIN 21-056

August 06, 2021

Introduced: 7/28/2021

Current Status: Draft

Version: 1

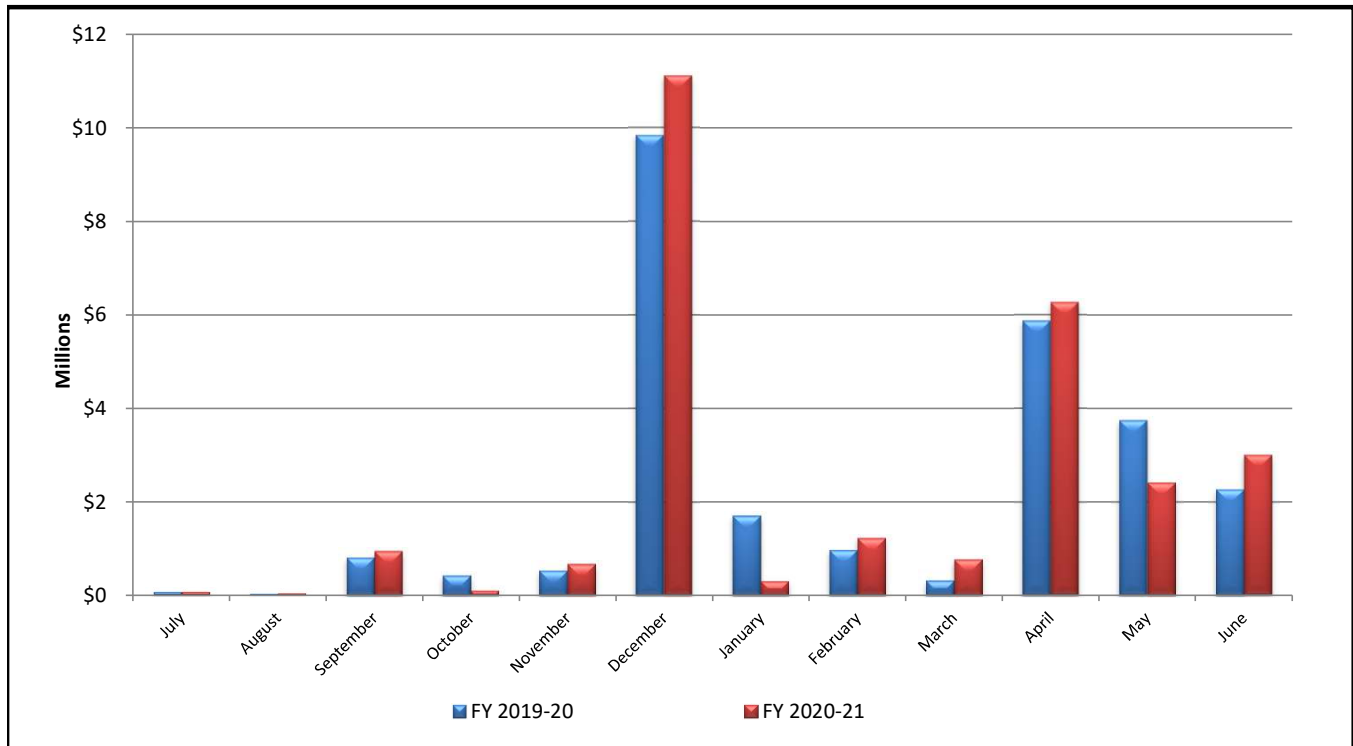
Matter Type: WRA Finance Item

Consider receiving the June 2021 Financials for all Agency Funds.

Monterey County
Water Resources Agency
FY 2020-2021 FINANCIAL STATUS REPORT

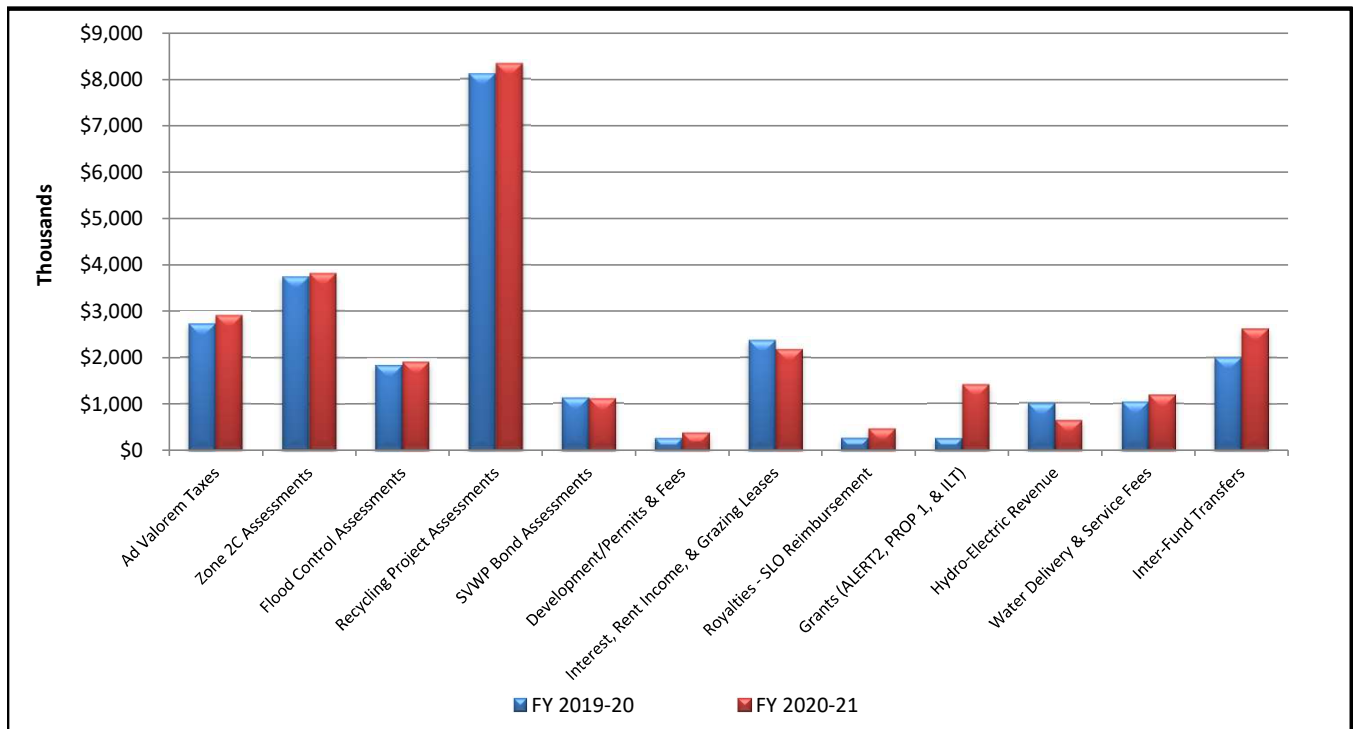
YTD Actual Revenues

Month By Month Revenues				
	FY 2019-20	% Received	FY 2020-21	% Received
July	65,990	0.3%	67,389	0.2%
August	32,798	0.4%	38,307	0.3%
September	809,740	3.5%	949,385	3.4%
October	421,331	5.2%	106,548	3.8%
November	528,312	7.2%	669,932	5.9%
December	9,838,185	45.3%	11,114,280	41.8%
January	1,700,028	51.9%	310,328	42.8%
February	961,058	55.6%	1,212,885	46.7%
March	317,446	56.8%	758,277	49.2%
April	5,872,276	79.6%	6,265,206	69.4%
May	3,740,383	94.1%	2,417,041	77.2%
June	2,270,571	102.9%	3,004,450	86.9%
YEAR TO DATE ACTUAL:	26,558,118	102.9%	26,914,029	86.9%
ADOPTED BUDGET:	25,820,259		30,973,327	



Monterey County
Water Resources Agency
FY 2020-2021 FINANCIAL STATUS REPORT
YTD Revenues by Source

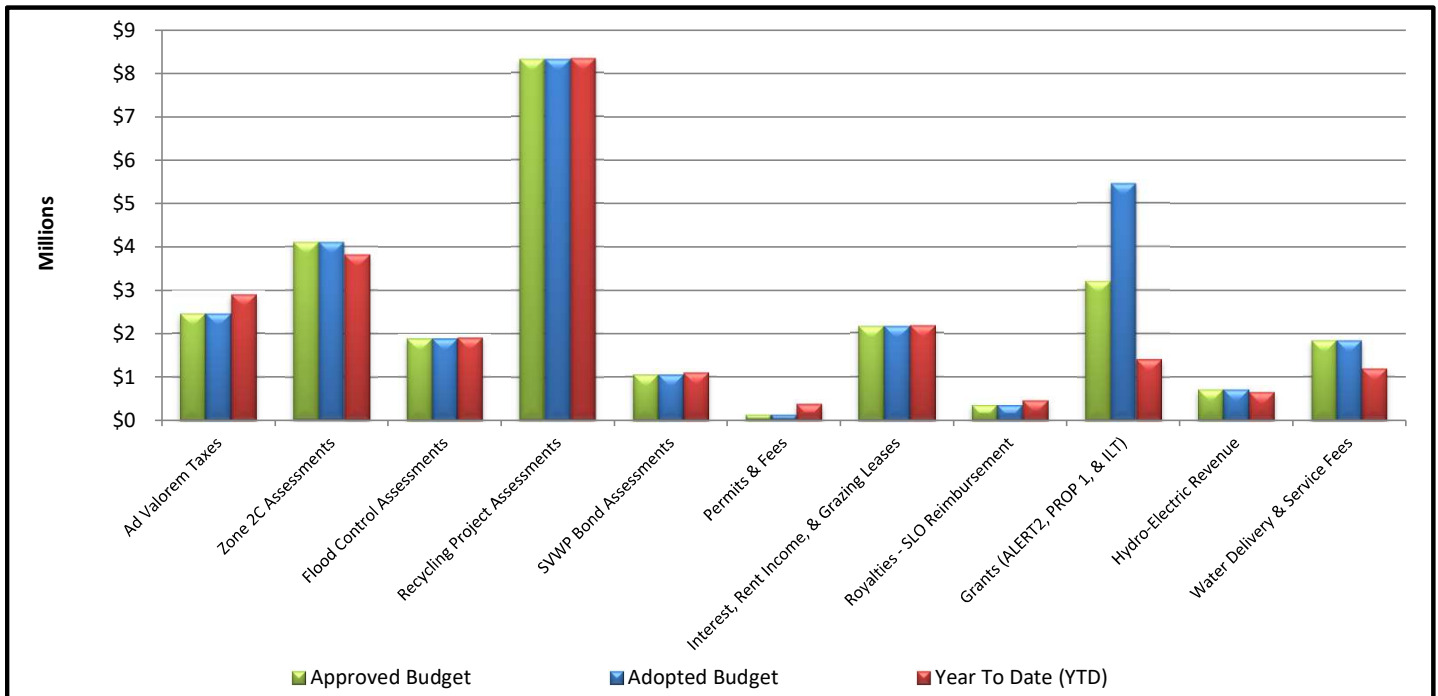
JUNE 2021 - Up to Period 12 (with previous FY as comparison)		
	FY 2019-20	FY 2020-21
Ad Valorem Taxes	2,718,245	2,894,944
Zone 2C Assessments	3,743,017	3,815,404
Flood Control Assessments	1,834,092	1,899,345
Recycling Project Assessments	8,117,345	8,333,813
SVWP Bond Assessments	1,121,981	1,101,670
Development/Permits & Fees	261,220	367,971
Interest, Rent Income, & Grazing Leases	2,370,855	2,175,040
Royalties - SLO Reimbursement	265,188	462,290
Grants (ALERT2, PROP 1, & ILT)	262,230	1,410,321
Hydro-Electric Revenue	1,000,087	638,489
Water Delivery & Service Fees	1,046,230	1,189,262
Inter-Fund Transfers	2,008,054	2,625,478
YEAR TO DATE TOTAL:	24,748,546	26,914,029



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2020-2021 FINANCIAL STATUS REPORT**

Revenue Variance

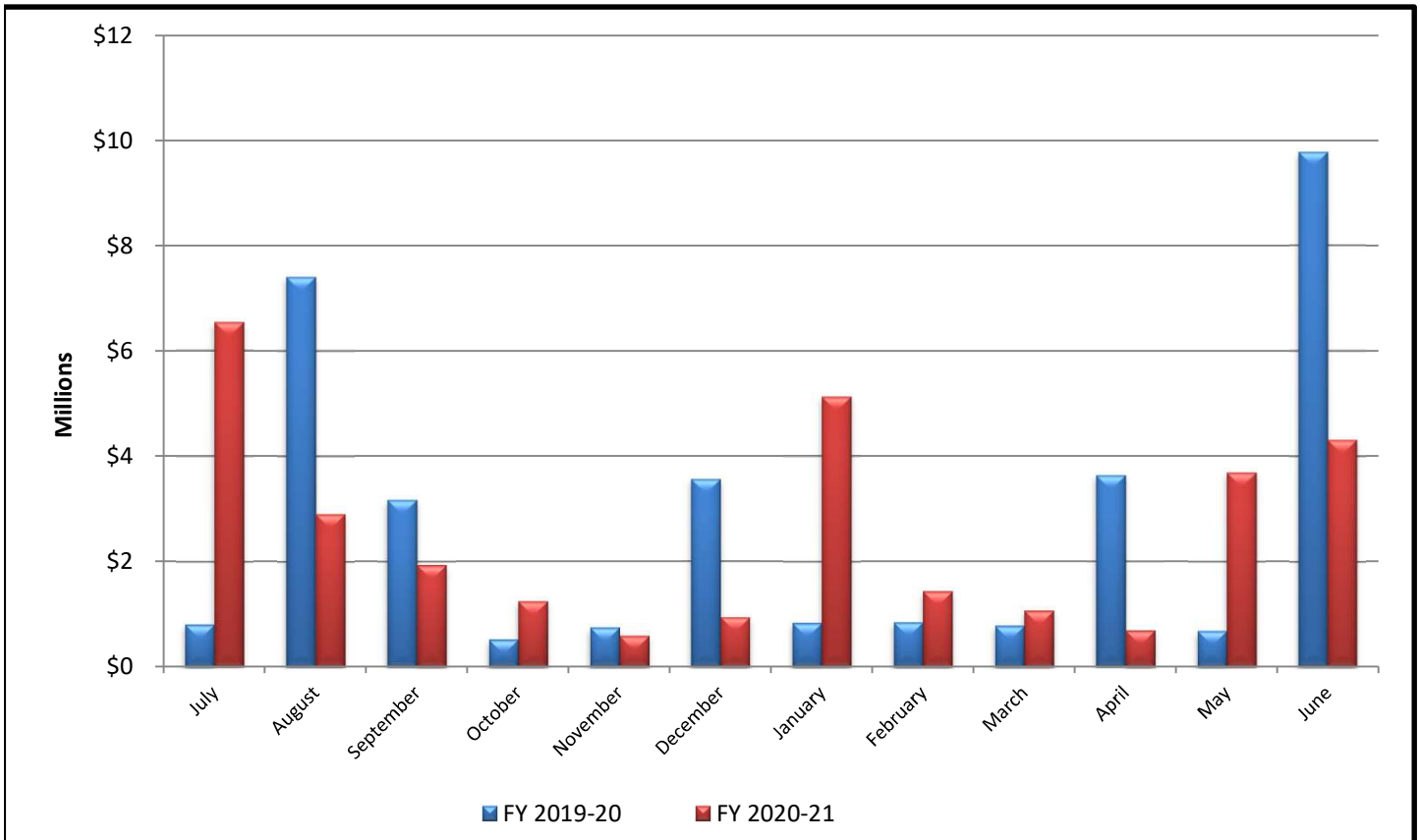
Revenue Variance by Source						
	Approved Budget	% of Approved	Adopted Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Approved
Ad Valorem Taxes	2,458,338	8.68%	2,458,338	7.94%	2,894,944	117.76%
Zone 2C Assessments	4,104,466	14.49%	4,104,466	13.25%	3,815,404	92.96%
Flood Control Assessments	1,877,083	6.63%	1,877,083	6.06%	1,899,345	101.19%
Recycling Project Assessments	8,309,111	29.33%	8,309,111	26.83%	8,333,813	100.30%
SVWP Bond Assessments	1,048,221	3.70%	1,048,221	3.38%	1,101,670	105.10%
Permits & Fees	130,000	0.46%	130,000	0.42%	367,971	283.05%
Interest, Rent Income, & Grazing Leases	2,152,138	7.60%	2,152,138	6.95%	2,175,040	101.06%
Royalties - SLO Reimbursement	350,000	1.24%	350,000	1.13%	462,290	132.08%
Grants (ALERT2, PROP 1, & ILT)	3,206,000	11.32%	5,447,068	17.59%	1,410,321	43.99%
Hydro-Electric Revenue	700,000	2.47%	700,000	2.26%	638,489	91.21%
Water Delivery & Service Fees	1,825,000	6.44%	1,825,000	5.89%	1,189,262	65.17%
Inter-Fund Transfers	2,172,403	7.67%	2,571,902	8.30%	2,625,478	120.86%
TOTAL:	28,332,760	100.00%	30,973,327	100.00%	26,914,029	86.89%



Monterey County
Water Resources Agency
FY 2020-2021 FINANCIAL STATUS REPORT

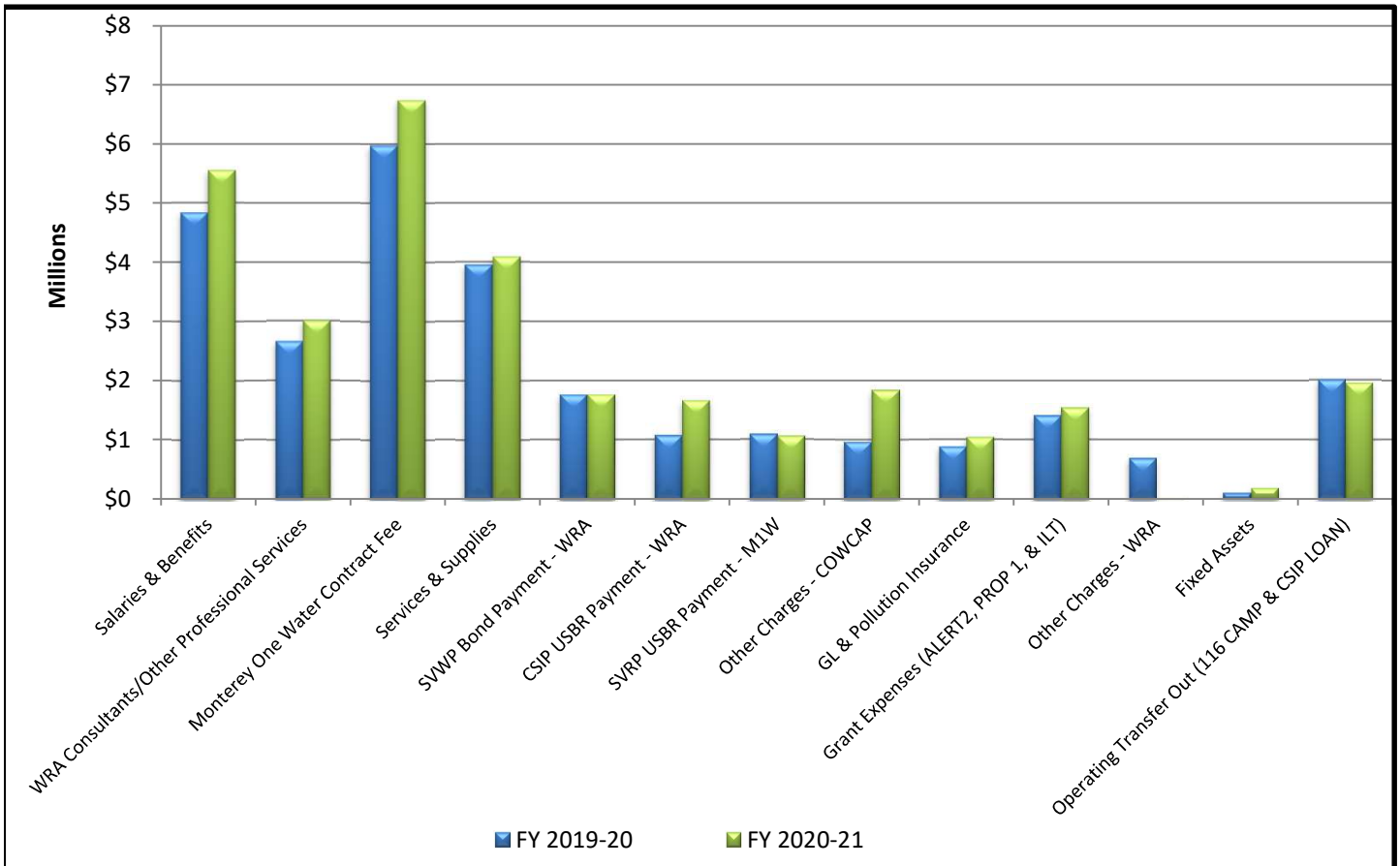
YTD Actual Expenditures

Month By Month Expenditures				
	FY 2019-20	% Expended	FY 2020-21	% Expended
July	810,106	2.1%	6,538,823	17.6%
August	7,399,008	21.0%	2,896,867	25.4%
September	3,161,059	29.1%	1,931,691	30.7%
October	511,715	30.4%	1,228,660	34.0%
November	731,186	32.3%	576,019	35.5%
December	3,547,509	41.3%	944,172	38.1%
January	840,307	43.5%	5,125,828	51.9%
February	840,522	45.6%	1,420,291	55.7%
March	770,565	47.6%	1,054,819	58.6%
April	3,621,618	56.9%	692,122	60.4%
May	687,820	58.6%	3,683,680	70.4%
June	9,773,384	83.6%	4,308,266	82.0%
YEAR TO DATE ACTUAL:	32,694,797	83.6%	30,401,236	82.0%
ADOPTED BUDGET:	39,106,282		37,084,083	



Monterey County
Water Resources Agency
FY 2020-2021 FINANCIAL STATUS REPORT
YTD Expenditures by Type

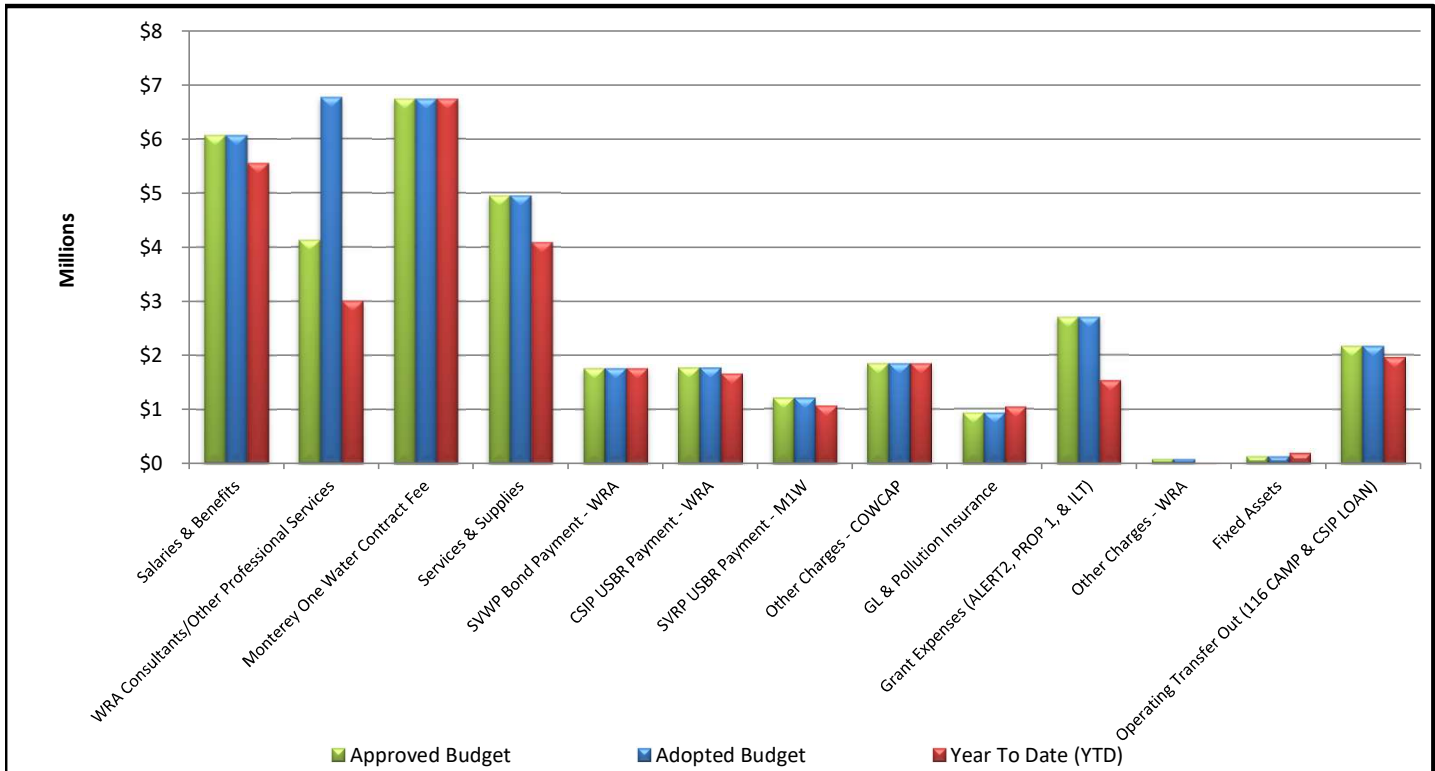
JUNE 2021 - Up to Period 12 (with previous FY as comparison)		
	FY 2019-20	FY 2020-21
Salaries & Benefits	4,835,080	5,551,506
WRA Consultants/Other Professional Services	2,657,361	3,003,380
Monterey One Water Contract Fee	5,975,033	6,737,498
Services & Supplies	3,952,976	4,085,824
SVWP Bond Payment - WRA	1,756,438	1,756,638
CSIP USBR Payment - WRA	1,071,895	1,655,999
SVRP USBR Payment - M1W	1,088,834	1,055,512
Other Charges - COWCAP	967,071	1,835,870
GL & Pollution Insurance	882,753	1,041,729
Grant Expenses (ALERT2, PROP 1, & ILT)	1,402,242	1,535,218
Other Charges - WRA	677,313	5,384
Fixed Assets	101,911	180,679
Operating Transfer Out (116 CAMP & CSIP LOAN)	2,008,054	1,955,999
YEAR TO DATE TOTAL:	27,376,961	30,401,236



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2020-2021 FINANCIAL STATUS REPORT**

Expenditure Variance

Expenditure Variance by Type						
	Approved Budget	% of Approved	Adopted Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Approved
Salaries & Benefits	6,066,568	17.61%	6,066,568	16.36%	5,551,506	91.51%
WRA Consultants/Other Professional Services	4,125,862	11.98%	6,766,429	18.25%	3,003,380	44.39%
Monterey One Water Contract Fee	6,737,498	19.56%	6,737,498	18.17%	6,737,498	100.00%
Services & Supplies	4,950,854	14.37%	4,950,854	13.35%	4,085,824	82.53%
SVWP Bond Payment - WRA	1,756,638	5.10%	1,756,638	4.74%	1,756,638	100.00%
CSIP USBR Payment - WRA	1,767,403	5.13%	1,767,403	4.77%	1,655,999	93.70%
SVRP USBR Payment - M1W	1,200,000	3.48%	1,200,000	3.24%	1,055,512	87.96%
Other Charges - COWCAP	1,835,870	5.33%	1,835,870	4.95%	1,835,870	100.00%
GL & Pollution Insurance	932,529	2.71%	932,529	2.51%	1,041,729	111.71%
Grant Expenses (ALERT2, PROP 1, & ILT)	2,700,000	7.84%	2,700,000	7.28%	1,535,218	56.86%
Other Charges - WRA	79,506	0.23%	79,506	0.21%	5,384	6.77%
Fixed Assets	126,544	0.37%	126,544	0.34%	180,679	0.00%
Operating Transfer Out (116 CAMP & CSIP LOAN)	2,164,244	6.28%	2,164,244	5.84%	1,955,999	90.38%
TOTAL:	34,443,516	100.00%	37,084,083	100.00%	30,401,236	81.98%



MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2020-2021 FINANCIAL STATUS REPORT - Up to Period 12

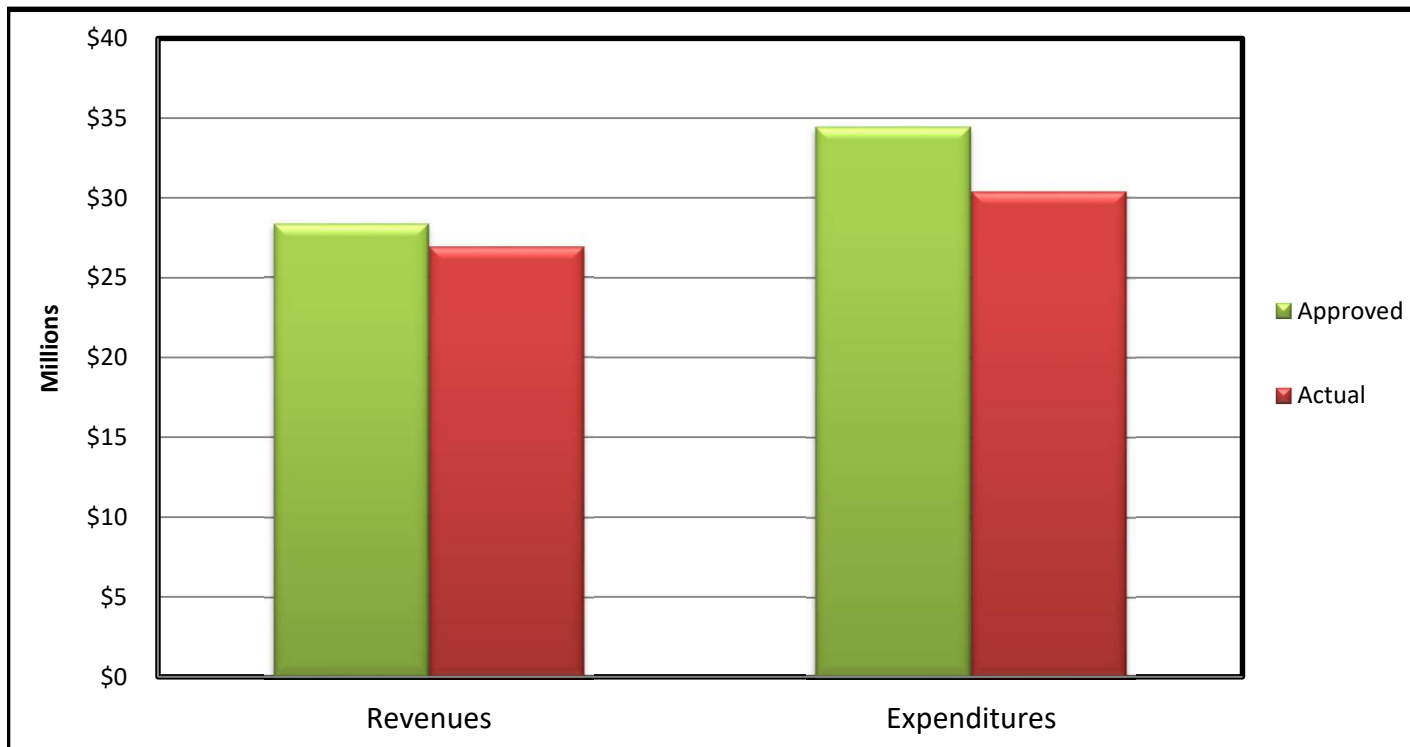
For Month Ending: June 30, 2021
 % Monthly Time Elapsed: 100.00%

Updated: 7.12.2021			ADOPTED BUDGET				Estimated Ending Fund Balance	YEAR-TO-DATE				Estimated Ending Fund Balance	Fund
Fund	Unit	Fund Name	Estimated Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance		YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received		
111	8267	WRA Administration Fund	3,006,253	4,852,186	3,304,397	1,458,464	1,458,464	4,661,186	96.1%	4,375,320	132.4%	2,720,387	111
112	8484	Pajaro Levee	719,895	845,048	519,167	394,014	394,014	621,716	73.6%	499,412	96.2%	597,591	112
116	8485	Dam Operations	2,783,586	6,652,827	5,109,466	1,240,225	1,240,225	5,963,444	89.6%	5,055,860	99.0%	1,876,002	116
121	8486	Soledad Storm Drain	219,258	127,157	92,544	184,645	184,645	91,615	72.0%	77,924	84.2%	205,568	121
122	8487	Reclamation Ditch	1,638,434	2,016,843	1,544,456	1,166,047	1,166,047	1,557,159	77.2%	1,268,195	82.1%	1,349,470	122
124	8488	San Lorenzo Creek	86,574	84,247	44,666	46,993	46,993	70,003	83.1%	34,584	77.4%	51,155	124
127	8489	Moro Cojo Slough	515,138	156,473	94,912	453,577	453,577	77,526	49.5%	97,827	103.1%	535,439	127
130	8490	Hydro-Electric Operations	2,016,545	1,051,136	710,000	1,675,409	1,675,409	827,456	78.7%	666,707	93.9%	1,855,796	130
131	8491	CSIP Operations	2,799,783	8,114,010	6,903,007	1,588,780	1,588,780	4,946,161	61.0%	4,890,774	70.8%	2,744,396	131
132	8492	SVRP Operations	1,802,549	4,431,291	4,246,671	1,617,929	1,617,929	4,286,926	96.7%	4,275,642	100.7%	1,791,265	132
134	8493	SRDF Operations	4,560,507	2,183,064	1,730,000	4,107,443	4,107,443	1,980,150	90.7%	1,143,593	66.1%	3,723,950	134
303	8267	CSIP Debt Service Fund	770,672	1,767,403	1,767,403	770,672	770,672	1,655,999	93.7%	1,655,999	93.7%	770,672	303
313	8494	Debt Services	(583,545)	1,756,638	1,756,638	(583,545)	(583,545)	1,756,638	100.0%	1,756,640	100.0%	(583,542)	313
426	8495	Interlake Tunnel Project	1,050,232	3,045,760	3,150,000	1,154,472	1,154,472	1,905,257	62.6%	1,115,551	35.4%	260,526	426
TOTAL:			21,385,881	37,084,083	30,973,327	15,275,125	15,275,125	30,401,236	82.0%	26,914,029	86.9%	17,898,674	

**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2020-2021 FINANCIAL STATUS REPORT**

For Month Ending: June 30, 2021

Budget Variance Analysis		
Category	Approved Budget	YTD Actual
Beginning Available Fund Balance	21,385,881	21,385,881
Revenues	28,332,760	26,914,029
Expenditures	34,443,516	30,401,236
Ending Available Fund Balance	15,275,125	17,898,674





Monterey County

Item No.3

Board Report

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

Legistar File Number: WRAFIN 21-060

August 06, 2021

Introduced: 7/28/2021

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Support approval of Amendment No. 3 to a Professional Services Agreement with Wood Environment & Infrastructure, Inc., for the performance of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project, which increases the maximum amount payable by \$83,204.00 and revises the scope of services; and support authorizing the General Manager to execute the Amendment.

RECOMMENDATION:

It is recommended that the Finance Committee:

- a. Support approval of Amendment No. 3 to a Professional Services Agreement with Wood Environment & Infrastructure, Inc., for the performance of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project, which increases the maximum amount payable by \$83,204.00 and revises the scope of services; and
- b. Support authorizing the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:

In order to perform a comprehensive evaluation of the potential benefits of a tunnel between Nacimiento and San Antonio Reservoirs, as well as modifications to the San Antonio spillway, the Monterey County Water Resources Agency (Agency) entered into a Professional Services Agreement (Agreement) with Wood Environment & Infrastructure, Inc. (Wood Inc.) in October 2018 to utilize the Salinas Valley Operational Model (SVOM).

The SVOM is an operational version of the County of Monterey's historical Salinas Valley Integrated Hydrologic Model (SVIHM), recently completed with the U.S. Geological Survey (USGS) under a separate Joint Funding Agreement with the Agency.

In March 2019, the Agency executed Amendment #1 to the Agreement in order to adjust the scope of work and fee schedule and account for Wood Inc.'s configuration of the SVOM outside the scope of the original Agreement. Tasks covered by Amendment #1 necessitated by an extended government shutdown in late 2018 that delayed USGS completion of the SVOM in a timeframe that was compatible with the Project.

In June 2020, the Agency executed Amendment #2 to the Agreement to adjust the scope of work in the original Agreement and Amendment #1. The tasks in Amendment #2 covered Wood Inc.'s efforts

to incorporate the Agency's existing water rights limitations into the SVOM, track aspects necessary to ensure compliance with the water rights, and test alternative water right scenarios. Amendment #2 also extended the term of the original Agreement by one year, from June 30, 2021 to June 30, 2022. The term is being amended in order to maintain consistency with the current Project schedule.

Amendment #3 to the Agreement will adjust the scope of work as described in the original Agreement and prior Amendments #1 and #2. The tasks in Amendment #3 cover Wood Inc.'s effort to simulate effects of the Salinas Valley Water Project using the SVOM, refine the way in which reservoir operations are simulated, develop rules for and run a model simulation of modifications to the Nacimiento Low Level Outlet Works, and provide data analysis support and documentation. Amendment #3 also includes a budget contingency of \$25,000.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

On February 7, 2017, the Monterey County Water Resources Agency Board of Supervisors authorized the Agency to enter into a Grant Agreement with the California Department of Water Resources to receive up to \$10 million in grant funds for the Interlake Tunnel and Spillway Modification Project. The costs associated with this agreement are reimbursable under that Grant Agreement.

Prepared by: Howard Franklin, Senior Hydrologist, (831) 755-4860
 Amy Woodrow, Hydrologist, (831) 755-4860

Approved by: Brent Buche, General Manager, (831) 755-4860

Attachments:

1. Amendment #3 to Wood Inc., PSA
2. Exhibit A - Scope of Work/Work Schedule
3. Exhibit B - Fee Schedule
4. Exhibit C - Professional Services Agreement dated October 19, 2018
5. Exhibit D - Amendment #1 of March 2019
6. Exhibit E - Amendment #2 of June 2020



Monterey County

Item No.

Board Report

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

Legistar File Number: WRAFIN 21-060

August 06, 2021

Introduced: 7/28/2021

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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RECOMMENDATION:

It is recommended that the Finance Committee:

- a. Support approval of Amendment No. 3 to a Professional Services Agreement with Wood Environment & Infrastructure, Inc., for the performance of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project, which increases the maximum amount payable by \$83,204.00 and revises the scope of services; and
- b. Support authorizing the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:

In order to perform a comprehensive evaluation of the potential benefits of a tunnel between Nacimiento and San Antonio Reservoirs, as well as modifications to the San Antonio spillway, the Monterey County Water Resources Agency (Agency) entered into a Professional Services Agreement (Agreement) with Wood Environment & Infrastructure, Inc. (Wood Inc.) in October 2018 to utilize the Salinas Valley Operational Model (SVOM).

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OTHER AGENCY INVOLVEMENT:

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 Amy Woodrow, Hydrologist, (831) 755-4860

Approved by: Brent Buche, General Manager, (831) 755-4860

Attachments:

1. Amendment #3 to Wood Inc., PSA
2. Exhibit A - Scope of Work/Work Schedule
3. Exhibit B - Fee Schedule
4. Exhibit C - Professional Services Agreement dated October 19, 2018
5. Exhibit D - Amendment #1 of March 2019
6. Exhibit E - Amendment #2 of June 2020

AMENDMENT #3 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & WOOD ENVIRONMENT & INFRASTRUCTURE, INC.

THIS AMENDMENT #3 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project by and between **Wood Environment & Infrastructure Inc.**, hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect a modification to the "Scope of Work/Work Schedule" and "Fee Schedule" of the original AGREEMENT as detailed in Exhibit A (Scope of Work/Work Schedule – Amendment 3) and Exhibit B (Fee Schedule – Amendment 3).

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

1. **Paragraph 3 "Payments to CONTRACTOR; maximum liability", shall be amended by removing "The maximum amount payable to CONTRACTOR under this contract is \$674,634.00", and replacing it with "The maximum amount payable to the CONTRACTOR under this contract is \$757,838.00".**
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #3 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT #3 shall be attached to the original AGREEMENT dated October 19, 2018.
4. Exhibits: The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work/Work Schedule – Amendment 3
Exhibit B – Fee Schedule – Amendment 3
Exhibit C – Original Agreement of October 19, 2018
Exhibit D – Amendment #1 of March 2019
Exhibit E – Amendment #2 of June 2020

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #3 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

By:

Dated:

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

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A
AMENDMENT NO. 3 SCOPE OF WORK

Scope of Work – Amendment 3

This amended scope and budget augmentation is part of the Hydrogeologic Modeling Services in Support of the Monterey County Water Resources Agency’s Interlake Tunnel and San Antonio Spillway Modification Project (Project). The modeling work will conclude 30 June 2022 under Amendment No. 2 to the 18 October 2018 Agreement between Wood Environment & Infrastructure Inc. (Wood) and the Monterey County Water Resources Agency (Agency). This Amendment 3 provides an updated scope of work (scope) and budget to provide quantitative hydrology support, related to various aspects of the Project. The amended scope is currently designated to be the new Tasks 12 through 16 and the augmented budget will cover this additional effort.

Task 12 (New) – Pre-SVWP Scenario Modeling

Support for simulating the effects of the Salinas Valley Water Project has been ongoing during 2021 under the Project contingency budget. This task finishes efforts related to the pre-SVWP scenario, including an additional run of the model, post-processing that model run, and incorporating the results into the Draft TM. A Final TM will be delivered to MCWRA after revision.

Assumptions: One additional model run will be performed and post-processed. It will not require substantial revisions to the SWO rules.

Deliverable: Revised Draft Technical Memorandum reporting the results of the pre-SVWP scenario.

Task 13 (New) – Develop Operational Approach for Project Scenarios

Under this task, Wood will work with MCWRA to develop an appropriate approach to balancing reservoir releases between the two reservoirs for the Project scenarios. This would likely build on work that Wood has already done for the Project in expanding the capabilities of SWO to operate the reservoirs in various ways.

Assumptions: The operational approach will be based on model code that has already been produced, modified as necessary. This task assumes that a single model run will be sufficient for developing the operational approach (i.e., developing the approach will not be an iterative process).

Deliverables: None.

Task 14 (New) – Nacimiento Reservoir LLOW Scenario Modeling

One alternative project scenario is a modification of the Nacimiento Dam Low Level Outlet Works, which will be simulated under this task. This task will include development of a set of rules for the Nacimiento LLOW scenario, 2 to 3 model runs to get the rules finalized, and a comparative analysis of the results of this scenario against the Baseline and Project scenarios. Results of this task will be included in the TM under Task 16.

Assumptions: Two to three model runs will be undertaken, depending on whether the operational approach needs to be tweaked after initial modeling.

Deliverables: None.

Task 15 (New) – Additional Post-Processing Support for EIR

EXHIBIT A
AMENDMENT NO. 3 SCOPE OF WORK

The modeling work that Wood is performing is going to be a major aspect of the Environmental Impact Report (EIR) for the Project. Under this task, Wood will support the EIR team by providing model post-processing tailored to specific EIR team requests. Wood will work iteratively with MCWRA and the EIR team to identify specific requests, determine the best way to use the model to answer those requests, and tailor the presentation of those results to best meet the needs of the EIR.

Assumptions: The EIR team will provide Wood with a detailed list of questions and desired deliverables (content and format), which may or may not be different from the existing spreadsheet that has already been shared. Up to 3 meetings with MCWRA staff and the EIR team may be needed to finalize various aspects of the analyses and ensure that the model is being used to answer questions in the best way possible.

Deliverables: Post-processing products in the form of various spreadsheets.

Task 16 (New) – Project Scenario Summary Technical Memorandum

Under this task, Wood will prepare a Technical Memorandum to summarize the results of the Baseline and Project scenarios, the Nacimiento Reservoir LLOW scenario, and Climate Change scenarios performed as part of the original scope. The TM will present details of the various modeling scenarios undertaken for this project, including modifications made to the SVOM, model limitations, etc.

Assumptions: A Draft TM will be provided to MCWRA for comment, followed by a Final TM.

Deliverables: Draft and Final TM.

Contingency Budget

This amendment includes a contingency budget of \$25,000, which will be added to the existing contingency budget.

EXHIBIT B
AMENDMENT NO. 3 - FEE SCHEDULE

Task #	Task Name	Wood Inc. (10/2018)	Wood Inc. Amend. No. 1 (03/2019)	Wood Inc. Amend.No. 2 (06/2020)	Wood Inc. Amend. No. 3 (07/2021)	Total Cost by Task
1	Project Management; workplan, and USGS coordination	\$50,057	\$88,873	--		\$138,930
2	Coordination External Meetings	\$30,904	\$867	--		\$31,771
3	Baseline Mode	\$177	\$6,449	--		\$6,626
4	HEC-RAS Model Incorporation and Implementation (3 runs)	\$44,000	\$8,217	--		\$52,217
5	Tunnel Only Model System	\$85,750	\$54,016	--		\$139,766
6	Tunnel + Spillway Modification Model System	\$122,228	\$3,723	--		\$125,951
7	Alternative Project Scenario (Jerrett Reservoir)	\$11,267	--	--		\$11,267
8	Alternative Project Scenario (Modification to Naci. Outlet Works)	\$14,321	--	--		\$14,321
9	Buildout Scenarios: Climate Change/Sea Level Rise	\$46,727	--	--		\$46,727
10	Configuration of New Downstream Diversion	\$29,711	--	--		\$29,711
11	Incorporation of Water Rights Limitations into the SVOM	--	--	\$45,307		\$45,307
12	Pre-SWVP Scenario Modeling	--	--	--	\$5,848	\$5,848
13	Develop Operational Approach for Project Scenarios	--	--	--	\$6,216	\$6,216
14	Nacimiento LLOW Scenario Modeling	--	--	--	\$13,820	\$13,820
15	Additional Post-Processing Support for EIR	--	--	--	\$24,440	\$24,440
16	Project Scenario Summary Technical Memorandum	--	--	--	\$7,880	\$7,880
	Contingency	--	\$32,040	--	\$25,000	\$57,040
	Cumulative Total Project Cost	\$435,142	\$629,327	\$674,634	\$757,838	--

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & WOOD ENVIRONMENT & INFRASTRUCTURE, INC.

THIS AMENDMENT #2 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project by and between **Wood Environment & Infrastructure Inc.**, hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect a modification to the "Term of Agreement" of the original AGREEMENT,

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect a modification to the "Scope of Work/Work Schedule" and "Fee Schedule" of the original AGREEMENT as detailed in Exhibit A (Scope of Work/Work Schedule – Amendment 2) and Exhibit B (Fee Schedule – Amendment 2).

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

1. **Paragraph 2 "Term of Agreement", shall be amended by removing** "The term of this Agreement shall begin on August 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2021, unless earlier terminated as provided herein", **and replacing it with** "The term of this Agreement shall begin on August 1, 2018 by CONTRACTOR and Agency, and will terminate on **June 30, 2022**, unless earlier terminated as provided herein".
2. **Paragraph 3 "Payments to CONTRACTOR", shall be amended by removing** "The maximum amount payable to CONTRACTOR under this contract is **\$629,327.00**", **and replacing it with** "The maximum amount payable to the CONTRACTOR under this contract is **\$674,634.00**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT #2 shall be attached to the original AGREEMENT dated October 19, 2018.
5. Exhibits: The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work/Work Schedule – Amendment 2

Exhibit B – Fee Schedule – Amendment 2

Exhibit C – Original Agreement of October 19, 2018

Exhibit D – Amendment #1 of March 2019

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT #2 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY



E-Sign 6/8/2020

General Manager

Dated: June 8, 2020

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 6/5/2020

Approved as to Liability Provisions:

Risk Management

Dated:

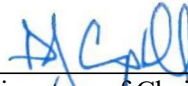
Approved as to Form:



Deputy County Counsel

Dated: 6/3/20

CONTRACTOR



Signature of Chair, President, or
Vice-President

Peter Campbell,
Senior Vice President and Regional Manager
Printed Name and Title

Dated: May 19, 2020

By: 

Kenn Conner, Principal and Hub Office Manager
Printed Name and Title

Dated: May 19, 2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT D

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & WOOD ENVIRONMENTAL & INFRASTRUCTURE, INC.

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the performance of hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project by and between **Wood Environmental & Infrastructure, Inc.**, hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect a modification to the "Scope of Work/Work Schedule" and "Fee Schedule" of the original AGREEMENT as detailed in Exhibit A (Scope of Work/Work Schedule-Amendment 1) and Exhibit B (Fee Schedule-Amendment 1).

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

1. **Paragraph 3, "Payments to CONTRACTOR; maximum liability", shall be amended by removing "The maximum amount payable to CONTRACTOR under this contract is \$459,075.00", and replacing it with "The maximum amount payable to CONTRACTOR under this contract is \$629,327.00".**
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated October 19, 2018.
4. Exhibits: The following Exhibits are attached hereto and incorporated by reference:
Exhibit A –Scope of Work/Work Schedule-Amendment 1
Exhibit B –Fee Schedule-Amendment 1
Exhibit C – Original Agreement of October 19, 2018

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

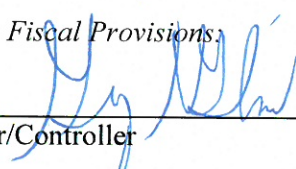
MONTEREY COUNTY WATER
RESOURCES AGENCY



General Manager

Dated: 4-11-19

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 4-9-19

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

Les Chau, Principal

Printed Name and Title

Dated: March 20, 2019

By: 

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

Kenn Conner, Principal and Regional Manager

Printed Name and Title

Dated: March 20, 2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Scope of Work - Amendment 1

Hydrogeologic Modeling Services in Support of the Monterey County Water Resources Agency's Nacimiento – San Antonio Interlake Tunnel and San Antonio Spillway Modification Project (Project)

The initial seven-month schedule of modeling work in 2017 has been extended to 30 June 2021 under the 18 October 2018 Agreement between Wood Environment & Infrastructure Inc. (Wood) and the Monterey County Water Resources Agency (Agency). This Amendment 1 provides an updated scope of work (scope) and budget to continue technical support of the engineering and environmental decision processes of the Project by providing model results.

Organization of the Contents

- ▶ Modeling Objectives
- ▶ Updated Scope Objectives
- ▶ Updated Scope of Work by Tasks
- ▶ Proposed Budget Augmentation & Work Schedule (Table 1)

Modeling Objectives This updated scope is to continue collaboration with the U.S. Geological Survey (USGS), developer of the Salinas Valley Integrated Hydrologic Model (SVIHM), and to implement the operational SVIHM in support of the Project - which was part of the original modeling work identified in the 2017 and 2018 USGS agreements. Details of the original scope are in Exhibit 1 of the 10 October 2018 Wood Agreement.

The USGS has completed development of the operational SVIHM system that simulates the integrated groundwater/surface water system of the Salinas Valley Groundwater Basin (SVGB). This modeling system consists of an HSPF watershed and BCM climate model, the Salinas Valley Watershed Model (SVWM); a hydrogeologic framework model; and a land use model, all feeding into the SVIHM, which uses the MODFLOW-OWHM code.

Implementing the operational SVIHM includes simulating the impacts and benefits of the Project by incorporating physical and operational details of the Project into the modeling system. Wood will continue to modify SVIHM input parameters and operational logic as appropriate to reflect the operational and design criteria of various potential configurations of the Project as well as select alternative (future) projects. The results of these simulations will be reported in a series of TMs and hydrographs/data spreadsheets.

Updated Scope Objectives Since receiving the model in April 2018, Wood has performed extensive testing, running the received version of the model and all updated versions (both updates to the groundwater model and updates to the Surface Water Operations [SWO] process), post-processing these test runs, and analyzing the post-processed results. The efforts originally scoped under Subtask 1.3 "Coordination with USGS" were expected to be limited to Wood working with the USGS to learn how to use the model, which was to be delivered as the operational Baseline model. The actual efforts to assist the USGS ended up being much more extensive. The proposed updated scope includes the additional efforts (not in the 2018 Wood Agreement) for Wood to assist the Agency and the USGS in interpreting and validating the operational SVIHM results relative to current hydrologic conditions in the SVGB. A critical-path effort is for Wood to continue to modify the SWO rule file to incorporate reservoir operations that were not previously anticipated.

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Updated Scope of Work by Task

Task 1: Project Management, Workplan, and USGS Coordination

Task 1.1 Project Management

This subtask is proposed to administer the project and coordinate management of the engineering and environmental support efforts by Wood for the duration of the seven-month continued modeling effort. Wood will manage efforts by the team, which includes sub consultant Flow West, Inc. The project manager (PM) will participate in bi-monthly (two per month) project meetings with the Agency.

Updated Scope:

- The project management efforts are extended to the end of 2019.

Budget augmentation (Table 1 and Exhibit B).

Deliverables: Monthly progress report, budget status, earned value report, and invoicing.

Task 1.2 Concise Modeling Workplan – HEC-RAS, SWO, SVIHM, HSPF

Wood will prepare a "Workplan" consistent with engineering and environmental requirements and concisely describe the modeling approach in coordination with the Agency. The approach is intended to support the required deliverables put forth by both the engineering and environmental consultants. The Workplan can be updated as the modeling project progresses to accommodate changes in specific study requirements.

Deliverables: Initial draft and one update of the Workplan.

Task 1.3 Modeling Coordination with USGS

Wood will receive the SVIHM-2014Base from the USGS in a ready-to-run state. Wood will run the model to confirm successful operation, and will become familiar with the inputs, outputs, structure, and parameters of the modeling system.

Updated Scope:

- Extensive review of Flow Prescription memo and re-coding of Flow Prescription rule files for SWO (smolt and juvenile passage), plus minor editing to SWO related files.
- Extensive review of current MCWRA operational approach (with MCWRA) and alignment of all SWO rules files.
- Extensive review of model output files and consulting with USGS to identify improvements to the model executable and SVIHM historical calibration

Budget augmentation (Table 1 and Exhibit B).

Deliverable: E-mail communications with the USGS and the Agency

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Task 2: Team Kick-Off Meeting and External Coordination

Task 2 is proposed to coordinate management of the engineering and environmental support efforts by Wood for the duration of the seven-month modeling effort. The PM and specific modeling leads will participate in bi-monthly (two per month) project meetings with the Agency. Certain meetings could include the Agency staff, environmental consultant, the design/engineering consultant, and the ILT Project Manager.

Updated Scope:

- The External Coordination efforts are extended to the end of 2019.

Budget augmentation (Table 1 and Exhibit B).

Deliverable: Meeting agenda, handouts, minutes and action items for up to 14 meetings.

Task 3: Baseline Model (This task is 95% complete)

Current operational configurations will be continued into the future, as will current land use and pumping configurations. Year 2045 water demands for the SVIHM-2045Base will be developed in coordination with the USGS or will be a synthetic hydrology that is based on projected climate change conditions.

Wood has made notable progress in the original scope of work, specifically on Task 3 (95%). However, the significant level of effort expended negatively impacted the original estimated budget. A small updated scope and budget augmentation are requested in Table 1 and Exhibit B.

Updated Scope:

Wood use a 2014 baseline model with 2014 water demand conditions to simulate hydrology under projected year 2045 water demand conditions, without Project implementation.

Budget augmentation (Table 1 and Exhibit B).

Deliverable: Hydrographs of SVIHM-2045Base are the results against which subsequent scenarios will be compared.

Task 4: HEC-RAS Model Incorporation and Implementation

Task 4.1 HEC-RAS Model Incorporation

Wood will receive the Salinas River 2D HEC-RAS model from the Agency in a ready-to-run state, including a complete set of input and output files for the calibrated historical simulation. Wood will run the model to confirm successful operation, and will become familiar with the inputs, outputs, structure, and parameters of the model. Wood will analyze the event-based results to become familiar with the area of inundation, depth of inundation, duration of inundation, and velocity vector maps of historical flood events.

Wood will build a tool to integrate the 2D HEC-RAS model into the SVIHM-2014Base. This tool will translate the model outputs from the SVIHM-2014Base into inputs for the 2D HEC-RAS model. This will allow for the detailed simulation by 2D HEC-RAS of the impacts of inundation events, including consideration of how the interaction between the groundwater and surface water systems affects the propagation of flood events.

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Updated Scope:

- Included flood rule curves for both San Antonio and Nacimiento, changing the max stage variables accordingly;
- Continue to discuss operational rules for downstream controls with Agency;
- Re-write fish release SWO rule files to align with required flow prescription document;

Budget augmentation (Table 1 and Exhibit B).

Deliverable: TM#1 – Summary of integration approach, results, and benefits.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 4.2 2D HEC-RAS Model Runs – Baseline plus Two Alternatives

The integrated 2D HEC-RAS model will be used to simulate a set of flood events that appear in the results of the SVIHM-2014Base. Approximately 12 flood events will be simulated in the 2D HEC-RAS model; these events will be selected from the SVIHM-2014Base results in coordination with the Agency and the USGS. Results of the 2D HEC-RAS model simulations will be presented in terms of area of inundation, depth of inundation, duration of inundation and velocity vector maps.

Four alternative scenarios developed under Tasks 5 and 6 (two for the Tunnel-Only option and two from the Tunnel plus Spillway option) will include 2D HEC-RAS model runs to investigate the Project effect of the alternative scenarios on flood events. The alternative scenarios will be selected from the Tunnel-Only and Tunnel plus Spillway Modification alternatives in coordination with the Agency. The same set of flood events analyzed for the SVIHM-2014Base results will be analyzed using the results of the selected two alternative scenarios, and the model results of the selected alternatives will be compared against the same flood events in the SVIHM-2014Base results.

Deliverable: TM#1 Continuation – Summary discussion of SVIHM-2014Base and selected alternative scenarios. TM#2 will present the approach to incorporation of the 2D HEC-RAS model with the SVIHM-2014Base. Modifications made to the existing 2D HEC-RAS model will be reported. The process for choosing 12 flood events will be reported. TM#2 will present the results of the 2D HEC-RAS model run based on SVIHM-2014Base conditions.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Task 5: Tunnel-Only Model System

A set of up to 7 alternative scenarios will be developed incorporating construction of the Interlake Tunnel only, analyzing its effects compared to baseline conditions of the SVIHM-2014Base. Task 5.1 is devoted and budgeted for three tunnel design-related alternative model runs. Task 5.2 is intended for four tunnel operations-related alternatives model runs.

The model scenarios will be configured in coordination with the Agency to reflect variants of the design and operation of the engineered surface water system. The results of each alternative scenario will be compared against the SVIHM-2014Base. As noted in Task 4.2, two of the alternative scenarios will also be simulated using the 2D HEC-RAS model to investigate the effects of the alternative configuration relative to flood or peak flow events. Changes to the model system will largely be limited to modification of the parameters of the Surface Water Operations (SWO) Package, reflecting alternative designs and operational rules.

Updated Scope:

- Continued extensive coordination with USGS and MCWRA to identify issues with and address corrections to SWO and SVIHM;
- Continued to modify the new rule files to incorporate reservoir operations that were previously not included, such as: 1) flood rule curve; 2) tunnel rules; and 3) spillway raise rules;
- Discussed model status with Agency weekly, instead of biweekly;
- Incorporated SLO diversion and Nacimiento lakeside use into model;
- Updated tunnel logic to prevent spill by limiting transfer to the storage remaining in San Antonio and inflow into San Antonio;
- Extensively reviewed the SWO code and modified the SWO rule/logic;
- Advised the Agency/USGS on needed adjustments to the SWO code and informed them of changes by Wood to the rule files;
- Continued to compare new model results to ECORP benefit calculations;
- Prepared model runs to test the latest USGS model versions.
- Worked on groundwater infiltration calibration improvement with focus on river losses;
- Corrected diversion rule modeling in SWO for San Luis Obispo County diversion and Nacimiento lakeside use; and
- Expanded inflow time series for reservoir input/SWO triggers at Sapaque.

Budget augmentation (Table 1 and Exhibit B).

Deliverable: TM#2 will present the results of the Tunnel-Only modeling scenarios. Results will be presented for each scenario and will be compared against the SVIHM-2014Base results. As applicable, results for any HEC-RAS model runs (Task 4.2) will be presented.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Task 6: Tunnel Plus Spillway Modification Model System

A set of up to 9 alternative scenarios will be developed incorporating construction of the Interlake Tunnel Plus Spillway Modification, analyzing its effects compared to baseline conditions of the SVIHM-2014Base. Task 6.1 is devoted and budgeted for three tunnel/spillway design-related alternative model runs. Task 6.2 is intended for six tunnel/spillway operations-related alternative model runs.

The results of each alternative scenario will be compared against the SVIHM-2014Base. Two of the scenarios will also be simulated using the 2D HEC-RAS model (Task 4.2) to investigate the effects of the alternative configuration relative to flood or peak flow events. Changes to the model system will largely be limited to modification of the parameters of the SWO Package, reflecting alternative designs and operational rules.

Through the course of Tasks 5 and 6, a Preferred Alternative will be identified that demonstrates maximum benefit. The results of this Preferred Alternative will be used during subsequent tasks for the purposes of comparison.

Updated Scope:

- Update input data files for baseline, tunnel, and tunnel-with-spillway model runs.

Budget augmentation (Table 1 and Exhibit B).

Deliverable: TM#3 will present the results of the Tunnel Plus Spillway Modification modeling scenarios. Results will be presented for each scenario and will also be compared against the SVIHM-2014Base. As applicable, results for any 2D HEC-RAS model runs will be presented.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 7: Alternative Project Scenario: New Upstream Reservoir (No updates)

An Alternative Project Scenario will be configured to simulate operation of the proposed Jerrett Reservoir in lieu of the Interlake Tunnel Project. The Jerrett Reservoir site is located upstream of Nacimiento Reservoir along the Nacimiento River, approximately at its confluence with El Piojo Creek (Boyle, 1991). It's designed storage capacity is 145,000 acre-feet, with a usable storage volume of 135,000 acre-feet. The Jerrett Reservoir will be incorporated into the SVIHM-2014Base by the USGS. Operational rules will be developed in coordination with the Agency. The results of the Upstream Reservoir Alternative Project Scenario will be compared to the SVIHM-2014Base scenario to demonstrate the effects of the Alternative Project and will also be compared to the Preferred Alternative scenario to provide a comparison of benefits of the projects. Additionally, downstream effects will be analyzed with the HEC-RAS model.

Deliverable: TM#4 will present the results of the Alternative Project Scenarios. Results will be presented for each Alternative Project Scenario and will be compared to the results of the Preferred Alternative scenario and the SVIHM-2014Base scenario to quantify any potential benefits of the Alternative Project Scenarios. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Exhibit A

Scope of Work/Work Schedule - Amendment 1

Task 8: Alternative Project Scenario: Modification to Nacimiento Outlet Works (No updates)

An Alternative Project with a separate project description will be configured to simulate modifications to the Nacimiento Outlet Works in lieu of the Project. This modification would allow for increased conservation releases from the Nacimiento Reservoir. This Alternative Project will be incorporated through modification of the operational rules to be developed within the SWO Package. The results of the Nacimiento Outlet Works Modification Alternative Project Scenario will be compared to the SVIHM-2014Base to demonstrate the effects of the Alternative Project and will also be compared to the Preferred Alternative scenario to provide a comparison of potential benefits of the project. Additionally, downstream effects will be analyzed with the HEC-RAS model.

Deliverable: TM#4 will present the results of the Alternative Project Scenarios. Results will be presented for each Alternative Project Scenario and will be compared to the results of the Preferred Alternative scenario and the SVIHM-2014Base scenario to quantify any potential benefits of the Alternative Project Scenarios. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 9: Build-Out Scenarios: Sea Level Rise, and Climate Change Scenarios (No updates)

Four model scenarios will be developed to investigate the effects of year 2045 water demand, sea level rise, and climate change on the groundwater-surface water system. The four scenarios will be developed in coordination with the Agency and the USGS. Development of these scenarios will include a few considerations that include the following:

- Changes to water demand over the model period, including changes to municipal, industrial, and agricultural demand based on: existing projections of population change; anticipated changes to agricultural demand due to increased temperature under a changing climate; and initial estimates of future agricultural demand scaled from current demand.
- Rising sea levels due to climate change, which will be incorporated into the SVIHM-2045Base through modification of the model boundary condition at Monterey Bay.
- Changes in climate, mostly manifested through changes to precipitation, temperature, and potential evapotranspiration. A modified hydrology will be developed for each of the four scenarios by running the SVWM under a modified set of climate inputs, and the SVWM results will be used to construct boundary conditions for the SVIHM-2045Base (streamflow and recharge at the edges of the model).
- The Pure Water Monterey Project will be incorporated into the Build-Out Scenarios through modification of the SWO Package in the SVIHM.

Climate change will be incorporated into the SVIHM-2014-Base using input and output data from the USGS Basin Characterization Model (BCM), which simulates hydrologic conditions throughout California using a set of climate projections downscaled to a 270-meter resolution. A selection of climate futures will be chosen from those simulated by the BCM, with the scenarios selected to define an envelope of potential climate futures, from warm to hot and from dry to wet. The results will give a range of groundwater-surface water system conditions that can be expected under future climate and water demand conditions.

The Build-Out Scenarios will utilize the Preferred Alternative identified under Tasks 5 and 6. Results of the Build-Out Scenarios will be compared to the Baseline Model results and to the Preferred Alternative results. The Build-Out Scenarios will not be simulated in the 2D HEC-RAS model.

Deliverable: TM#5 will present the details of all parts of the Build-Out Scenarios, including the setup

Exhibit A

Scope of Work/Work Schedule - Amendment 1

and results of each of the four scenarios. The details of model setup will be listed, including the projected changes in water demand, the development of sea level rise time series, the development of the climate futures, and the parameters of the Pure Water Monterey Project. Model scenario results will be compared to the SVIHM-2014Base to demonstrate changes over time.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 10: Configuration of New Downstream Diversion (No updates)

Wood will incorporate a potential new downstream diversion into the SVIHM-2014Base. This scenario would be based on the Preferred Alternative scenario, with the addition of the potential downstream diversion. The downstream diversion will be incorporated into the SVIHM-2014Base through modification of the SWO Package as well as the Surface Water Routing (SWR) and Streamflow Routing (SFR) Packages and Farm Process, as necessary. Results of this scenario will be compared to results of the SVIHM-2014Base and the Preferred Alternative scenario.

Deliverable: TM#6 will present the results of the New Downstream Diversion scenario. Information will be presented on the configuration of the downstream diversion and changes to operational rules. The results will be compared to quantify potential effects on water supply.

Assumption: The Team will respond to comments on two (2) Drafts and prepare a final TM.

Exhibit A
Scope of Work/Work Schedule – Amendment 1

Table 1 - Proposed Budget Augmentation and Work Schedule

Task #	Task Names	Additional Costs	Total Costs	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Deliverables
1	Project Management; Workplan, and USGS Coordination	\$88,873	\$138,930	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	Modeling Workplan; Monthly Project Reports; Invoices
2	Coordination External Meetings	\$867	\$31,771												Meeting Minutes
3	Team Kick-Off meeting and Baseline Model	\$6,449	\$6,626												
4	HEC-RAS Model Incorporation and Implementation (3 runs)	\$8,217	\$52,219			17,406	17,406	17,406							TM#1
5	Tunnel Only Model System (7 runs)	\$54,016	\$139,766	27,953	27,953	27,953	27,953	27,953							TM#2
6	Tunnel + Spillway Modification Model System (9 runs)	\$3,723	\$125,951			31,488	31,488	31,488	31,488						TM#3
7	Alternative Project Scenario: New Upstream Reservoir - Jerrett Reservoir (1 run)	\$0	\$11,267							5,633	5,633				TM#4
8	Alternative Project Scenario: Modification to Nacimiento Outlet Works (1 run)	\$0	\$14,321			7,160	7,160								TM#4
9	Buildout Scenarios: Climate Change / Sea Level Rise / Monterey Pure (4 runs)	\$0	\$46,727							11,682	11,682	11,682	11,682		TM#5
10	Configuration of New Downstream Diversion (1 run)	\$0	\$29,711										14,855	14,855	TM#6
	Contingency Budget	\$8,107	\$32,040												
	Total Charge	\$170,252	\$629,327												
	Projected Monthly Charges			39,531	44,826	100,880	100,880	88,425	48,360	28,893	34,188	23,259	43,410	26,433	
	Cumulative Total Charges			51,108	95,934	196,814	297,694	386,119	434,479	463,372	497,559	520,819	564,228	590,661	

Monthly Burn Rate

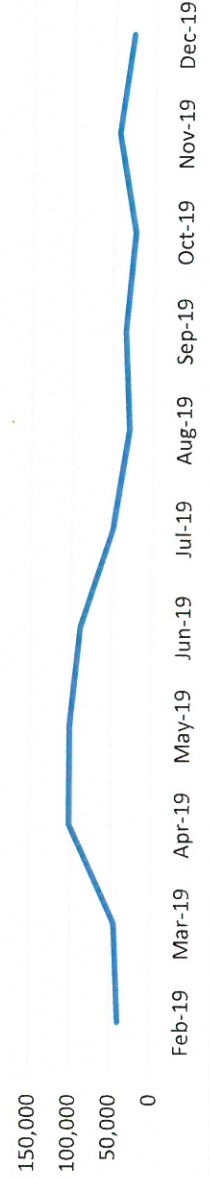


Exhibit B
Fee Schedule – Amendment 1

Task #	Task Name	Wood Inc. 2018 Estimated Budget (\$)	Total Effort (hours & \$)	Proposed Budget Augmentation	Wood Inc. Amendment 1 Estimated Budget
1	Project Management; Workplan, and USGS Coordination	\$459,075		\$170,252	\$629,327
1.1	Project Management and Coordination of Task Activities	\$50,057		\$88,873	\$138,930
	Deliverable: Monthly progress report, budget status, and earned value report.	\$25,557		\$28,873	\$54,430
	Assumptions: Weekly Team check-in conference calls until December 2019	\$25,557		\$28,873	\$54,430
1.2	Concise Modeling Workplan - HEC-RAS; SWO; SVIHM; HSPF	\$637		\$10,000	\$10,637
	Deliverable: Technical Memorandum Modeling Workplan	\$637		\$10,000	\$10,637
	Assumptions: 1) The Team will respond to one (1) set of comments compiled by the MCWRA for the workplan. 2) Budget is estimated for one (1) final and one (1) update of the modeling workplan				
1.3	Modeling Coordination with USGS	\$23,863		\$50,000	\$73,863
	Transition from USGS deliverable of the SWO and SVIHM to prepare for scenarios study	\$22,903		\$40,000	\$62,903
	Assumptions: 25 meetings with USGS and MCWRA to discuss/updated model system and required engineering and environmental deliverables.	\$959		\$10,000	\$10,959
2	Meetings - Team Kick-Off and External Coordination	\$30,904		\$867	\$31,771
	Team Kick-Off meeting and Coordination External Meetings	\$30,904		\$867	\$31,771
	Two (2) Project meetings per month for 7 months with stakeholders; environmental consultants; engineering consultants, USGS, and MCWRA	\$28,205		\$867	\$29,072
	Deliverable: Coordination Activities, Meeting Minutes and Action Item Follow up				
	Use of Company Vehicle \$0.535/mile (GSA rate) - 222 miles roundtrip from San Francisco to Salinas. 14 trips (2 meetings per month for 7 months)	\$1,663			\$1,663
	Per Diem for meals and incidental expense @ \$74/day (GSA rate) - up to 14 days	\$1,036			\$1,036
3	Baseline Model	\$177		\$6,449	\$6,626

Exhibit B
Fee Schedule – Amendment 1

Task #	Task Name	Wood Inc. 2018 Estimated Budget (\$)	Proposed Budget Augmentation	Wood Inc. Amendment 1 Estimated Budget
	Baseline Model Run	\$177	\$6,449	\$6,626
	Baseline Model Run	\$177	\$6,449	\$6,626
	Deliverable: Hydrographs depicting results of baseline run and comparison with USGS results	\$0		\$0
4	HEC-RAS Model Incorporation and Implementation (3 runs)	\$44,002	\$8,217	\$52,219
4.1	HEC-RAS Model Incorporation	\$20,155	\$8,217	\$28,372
4.2	Incorporation of the existing HEC-RAS model for the Salinas River into the SVIHM	\$20,155	\$8,217	\$28,372
	Deliverable: Technical Memorandum #1 – Summary of integration approach, results, and benefits.	\$0		\$0
	HEC-RAS Model Runs - Baseline (1 run) + Alternatives (2 runs)	\$23,847	\$0	\$23,847
	HEC-RAS results provide details of water velocity, bottom shear stress, elevation, and width of flow; Fast schedule (for EIR): Utilize HSPF flows for groundwater (infiltration) from SVIHM for HEC-RAS via output file; Model channel/bank details in HEC-RAS.	\$20,970		\$20,970
	Deliverable: Technical Memorandum #1 – Summary of baseline and updated alternatives and hydrology discussions. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
	Tunnel Only Model System (7 runs)	\$85,750	\$54,016	\$139,766
5.1	Alternative Design Scenarios (3 runs)	\$21,458	\$54,016	\$75,474
5.2	Agency provides hydraulic characteristics of the preliminary tunnel design elements that are coded into SWO Package. Predictive model runs are performed.	\$19,540	\$54,016	\$73,556
	Deliverable: Technical Memorandum #2 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
	Alternative Operational Scenarios (4 runs)	\$64,292	\$0	\$64,292
	Agency provides hydraulic characteristics of the preliminary tunnel operational descriptions to be modeled.	\$62,374		\$62,374

Exhibit B
Fee Schedule – Amendment 1

Task #	Task Name	Wood Inc. 2018 Estimated Budget (\$)	Proposed Budget Augmentation	Wood Inc. Amendment 1 Estimated Budget
6 6.1	Deliverable: Technical Memorandum #2 – Summary of hydrology impact discussion. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
	Tunnel + Spillway Modification Model System (9 runs)	\$122,228	\$3,723	\$125,951
	Alternative Design Scenarios (3 runs)	\$57,659	\$3,723	\$61,382
	Agency provides preliminary spillway modification hydraulic characteristics. Spillway elements are coded into the SWO Package. Predictive model runs are performed.	\$55,741	\$3,723	\$59,464
6.2	Deliverable: Technical Memorandum #3 – Summary of updated design alternatives and hydrology impact discussion. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
	Alternative Operational Scenarios (6 runs)	\$64,569	\$0	\$64,569
	Agency provides preliminary spillway modification hydraulic characteristics. Spillway elements are coded into the SWO Package. Predictive model runs are performed.	\$62,651		\$62,651
	Deliverable: Technical Memorandum #3 – Summary of updated operational alternatives and hydrology impact discussion. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
7	Alternative Project Scenario: New Upstream Reservoir - Jerrett Reservoir (1 run)	\$11,267	\$0	\$11,267
	Alternative Operational Scenario (1 run)	\$11,267	\$0	
	Configure and model the upstream Jerrett site. This is not yet part of the USGS SWO package.	\$9,348		\$9,348
	Deliverable: Technical Memorandum #4 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.	\$1,918		\$1,918
8	Alternative Project Scenario: Modification to Nacimiento Outlet Works (1 run)	\$14,321	\$0	\$14,321
	Alternative Operational Scenario (1 run)	\$14,321	\$0	\$14,321

Exhibit B
Fee Schedule – Amendment 1

Task #	Task Name	Wood Inc. 2018 Estimated Budget (\$)	Proposed Budget Augmentation	Wood Inc. Amendment 1 Estimated Budget
	Agency describes the project design and operational scenarios for the modification to Nacimiento outlet works. This is not part of the USGS SWO package.	\$10,484		\$10,484
	Deliverable: Technical Memorandum #4 – Summary hydrology discussion. The Team will respond to comments on two (2) Drafts. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.	\$1,918		\$1,918
9	Buildout Scenarios: Climate Change / Sea Level Rise / Monterey Pure (4 runs)	\$46,727	\$0	\$46,727
	Climate Change / Buildout Project: Monterey Pure (4 runs)	\$46,727	\$0	\$46,727
	Total of four (4) model runs will be configured and calculated for buildout scenarios in response to climate change and the planned Monterey Pure recycled water project.	\$44,809		\$44,809
	Deliverable: Technical Memorandum #5 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
10	Configuration of New Downstream Diversion (1 run)	\$29,711	\$0	\$29,711
	Configuration of New Downstream Diversion (1 run)	\$29,711	\$0	\$29,711
	Agency will provide descriptions of downstream diversion facility. One (1) model run will be configured and calculated.	\$27,793		\$27,793
	Deliverable: Technical Memorandum #6 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts.	\$1,918		\$1,918
	Contingency Budget for Additional Modeling Needs @ 5.5% of estimate labor efforts	\$23,933	\$8,107	\$32,040
	Contingency Budget for Additional Modeling Needs	\$23,933	\$8,107	\$32,040
	The use of this budget requires additional Agency authorization	\$23,933	\$8,107	\$32,040

Exhibit B
Fee Schedule – Amendment 1

Task #	Task Name	Wood Inc. 2018 Estimated Budget (\$)	Proposed Budget Augmentation	Wood Inc. Amendment 1 Estimated Budget
	<i>Total Labor for Tasks 1 to 10</i>	\$435,142	\$162,145	\$597,287
	<i>Contingency Budget</i>	\$23,933	\$8,107	\$32,040
	<i>Total Budget</i>	\$459,075	\$170,252	\$629,327

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Wood Environmental & Infrastructure, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

1. 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:
Perform hydrologic and hydrogeologic modeling necessary to develop and evaluate operational components of the of the Agency's Interlake Tunnel and San Antonio Spillway Modification Project.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on August 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2021, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is

(\$ 459,075.00).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any 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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

- 5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 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.

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 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

Les Chau

Agency's designated administrator of this Agreement shall be
Howard Franklin

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:	Howard Franklin	Name:	Les Chau
Address:	1441 Schilling Pl. N. Bldg., Salinas, CA 93901	Address:	180 Grand Ave., Ste. 100, Oakland, CA 94612
Telephone:	831-755-4860	Telephone:	510-663-4100
Fax:	831-424-7935	Fax:	510-663-4141
E-Mail:	frankinh@co.monterey.ca.us	E-Mail:	les.chau@woodplc.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 - Fee Schedule

Exhibit C - Deliverables

Exhibit D -

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY:

David E. Chardavoyne

David E. Chardavoyne
General Manager

Date: 19 October 2018

CONTRACTOR:

BY:

Kenn Conner

Type Name: Kenn Conner

Title: Principal / Office Manager - Bay Area

Date: 9/18/2018

BY:

Les Chan

Type Name: Les Chan

Title: Principal / Project Manager

Date: 9/21/2018

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

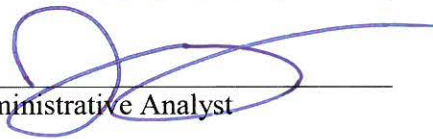
(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:


Deputy County Counsel

Dated: 10/16/18

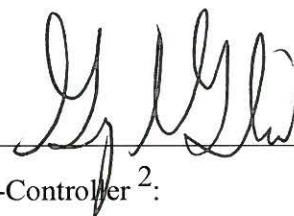
Approved as to fiscal provisions:


Administrative Analyst

Dated: 10/11/18

County Council – Risk Manager:

Dated: _____


Auditor-Controller ²:

Dated: 10-10-18

¹ Approval by County Council is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

EXHIBIT A
SCOPE OF WORK/WORK SCHEDULE

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

DELIVERABLES

Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDFcopy]

Screen Check Public Review Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and PDF formats on a USB drive.

Following approval by staff of each final (public draft) report
one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

Exhibit A

Scope of Work/Work Schedule

Scope of Work for 2018 - 2019

Hydrogeologic Modeling Services in Support of the Monterey County Water Resources Agency's Nacimiento – San Antonio Interlake Tunnel and San Antonio Spillway Modification Project

Wood Environmental & Infrastructure, Inc. (Wood, formerly Amec Foster Wheeler Environmental & Infrastructure, Inc.) has assembled an expert and experienced team to assist the Monterey County Water Resources Agency (Agency) by providing the resources to perform hydrologic and hydrogeologic modeling necessary to develop and evaluate the operational components and potential environmental effects of the Agency's Nacimiento – San Antonio Interlake Tunnel and San Antonio Spillway Modification Project (Project). The anticipated seven-month schedule of modeling work is intended to continue support the ongoing engineering and environmental processes by providing model results along with summary discussions in technical memoranda (TMs).

The scope herein extends that in the recently expired agreement with the Agency. It is to continue with the modeling work identified in the original (2017) scope of work and is a result of delays in the development and verification of the operational version of the SVIHM by the U.S. Geological Survey.

Organization of the Contents

- ▶ Modeling Objectives
- ▶ Specific Engineering, Environmental and Water Resource Management objectives
- ▶ Model Specifics
- ▶ Scope of Work by Tasks
- ▶ Exhibit A: Scope of Work
- ▶ Exhibit B: Budget – Fee Schedule

Modeling Objectives Inclusive of the Engineering and Environmental Modeling

Requirements Project modeling will evaluate the impacts of construction of the Project on the groundwater-surface water system of the Salinas Valley Groundwater Basin (SVGB). The modeling will rely on a recently completed U.S. Geological Survey (USGS) modeling system that simulates the integrated groundwater/surface water system of the SVGB. This modeling system consists of an HSPF watershed and BCM climate model, the Salinas Valley Watershed Model (SVWM); a hydrogeologic framework model; and a land use model, all integrated into the USGS groundwater/surface water model referred to as the Salinas Valley Integrated Hydrologic Model (SVIHM), which uses the MODFLOW-OWHM code. The SVIHM numerically incorporates surface water systems and land-use based water demand.

Project modeling will simulate the impacts of the Project by incorporating physical and operational details of the Project into the modeling system. Wood will modify the USGS modeling system as appropriate to reflect the operational and design criteria of various potential configurations of the Project as well as select alternative projects. The results of these simulations will be reported in a series of TMs, hydrographs, or data spreadsheets.

Specific Engineering, Environmental and Water Resource Management Objectives

1. Analyze groundwater budget components (e.g., change in storage, groundwater contours, and seawater intrusion)
2. Analyze flood control releases (e.g., volume, area, depth, and duration of inundation)
3. Evaluate downstream flow regimes (e.g., flow prescriptions, conservation releases, lagoon operations, SRDF, and additional diversions)
4. Evaluate reservoir storage, including transfer through the Interlake Tunnel

Exhibit A

Scope of Work/Work Schedule

5. Evaluate future seawater intrusion conditions with and without climate change effects
6. Identify via model results potential water rights issues that could trigger further analyses
7. Assist with development of the operational component of the Project description
8. Analyze operating rules to optimize performance of the Project, minimize environmental impacts, and optimize sustainable water supply
9. Provide modeling analysis of identified Project alternatives to be finalized with the Agency
10. Define changes in stream flows and flood releases because of reservoir operations scenarios and define baseline conditions for environmental impact analysis
11. Assist in the identification of downstream effects of the Project and comparison of effects to the No Project Alternative
12. Evaluate prescribed operating rules and run scenarios to confirm mitigation of unacceptable environmental impacts
13. Evaluate the effects of climate change and increased demands

Model Specifics

The USGS will transition a fully developed operational baseline model (SVIHM-2014Base) to Wood to investigate the effects of the construction and operation of the proposed Project. The SVIHM-2014Base was created and configured by the USGS from the development of a historical model calibrated through the hydrologic period 1967 to 2014 (SVIHM-2014). Utilizing the SVIHM-2014Base, a number of Project alternatives will be simulated. The results of these various alternatives will be used to investigate the optimum configuration of the Project. The model will also be used to investigate alternative projects, including a new upstream reservoir and modification of the Nacimiento Outlet Works.

Wood will also construct an additional baseline model, from the SVIHM-2014Base, to simulate future water demand and climatic conditions to approximately year 2045 (SVIHM-2045Base). The SVIHM-2045Base will provide future horizon conditions against which Project alternatives can be compared in order to evaluate the potential effects of the Project in relation to changes in water demand, climate change, and sea level rise. In addition, an existing two dimensional (2D) HEC-RAS model of the Salinas River will be used jointly with the SVIHM-2014Base and SVIHM-2045Base to provide a more detailed simulation of surface water conditions for a selection of inundation events.

Scope of Work by Task

Task 1: Project Management, Workplan, and USGS Coordination

Task 1.1 Project Management

This subtask is proposed to administer the project and coordinate management of the engineering and environmental support efforts by Wood for the duration of the seven-month continued modeling effort. Wood will manage efforts by the team, which includes subconsultant Flow West Inc. The project manager (PM) will participate in bi-monthly (two per month) project meetings with the Agency.

Deliverables: Monthly progress report, budget status, earned value report, and invoicing.

Task 1.2 Concise Modeling Workplan – HEC-RAS, SWO, SVIHM, HSPF

Wood will prepare a "Workplan" consistent with engineering and environmental requirements and concisely describe the modeling approach in coordination with the Agency. The approach is intended to support the required deliverables put forth by both the engineering and environmental consultants. The Workplan can be updated as the modeling project progresses to accommodate changes in specific study requirements.

Deliverables: Initial draft and one update of the Workplan.

Exhibit A

Scope of Work/Work Schedule

Task 1.3 Modeling Coordination with USGS

Wood will receive the SVIHM-2014Base from the USGS in a ready-to-run state. Wood will run the model to confirm successful operation, and will become familiar with the inputs, outputs, structure, and parameters of the modeling system.

Deliverable: E-mail communications with the USGS and the Agency

Task 2: Team Kick-Off Meeting and External Coordination

Task 2 is proposed to coordinate management of the engineering and environmental support efforts by Wood for the duration of the seven-month modeling effort. The PM and specific modeling leads will participate in bi-monthly (two per month) project meetings with the Agency. Certain meetings could include the environmental consultant Horizon Water and Environment, the design/engineering consultant McMillen Jacobs Associates (MJA), and the Program Manager EPC.

Deliverable: Meeting agenda, handouts, minutes and action items for up to 14 meetings.

Task 3: Baseline Model (This task is 95% complete)

Wood will construct a baseline model (SVIHM-2045Base) to simulate hydrology under projected year 2045 water demand conditions, without Project implementation. Current operational configurations will be continued into the future, as will current land use and pumping configurations. Year 2045 water demands for the SVIHM-2045Base will be developed in coordination with the USGS, or will be a synthetic hydrology that is based on projected climate change conditions.

Deliverable: Hydrographs of SVIHM-2045Base are the results against which subsequent scenarios will be compared.

Task 4: HEC-RAS Model Incorporation and Implementation

Task 4.1 HEC-RAS Model Incorporation

Wood will receive the Salinas River 2D HEC-RAS model from the Agency in a ready-to-run state, including a complete set of input and output files for the calibrated historical simulation. Wood will run the model to confirm successful operation, and will become familiar with the inputs, outputs, structure, and parameters of the model. Wood will analyze the event-based results to become familiar with the area of inundation, depth of inundation, duration of inundation, and velocity vector maps of historical flood events.

Wood will build a tool to integrate the 2D HEC-RAS model into the SVIHM-2014Base. This tool will translate the model outputs from the SVIHM-2014Base into inputs for the 2D HEC-RAS model. This will allow for the detailed simulation by 2D HEC-RAS of the impacts of inundation events, including consideration of how the interaction between the groundwater and surface water systems affects the propagation of flood events.

Deliverable: TM#1 – Summary of integration approach, results, and benefits.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 4.2 2D HEC-RAS Model Runs – Baseline plus Two Alternatives

The integrated 2D HEC-RAS model will be used to simulate a set of flood events that appear in the results of the SVIHM-2014Base. Approximately 12 flood events will be simulated in the 2D HEC-RAS model; these events will be selected from the SVIHM-2014Base results in coordination with the Agency and the USGS. Results of the 2D HEC-RAS model simulations will be presented in terms of area of inundation, depth of inundation, duration of inundation and velocity vector maps.

Exhibit A

Scope of Work/Work Schedule

Four alternative scenarios developed under Tasks 5 and 6 (two for the Tunnel-Only option and two from the Tunnel plus Spillway option) will include 2D HEC-RAS model runs to investigate the Project effect of the alternative scenarios on flood events. The alternative scenarios will be selected from the Tunnel-Only and Tunnel plus Spillway Modification alternatives in coordination with the Agency. The same set of flood events analyzed for the SVIHM-2014Base results will be analyzed **using the** results of the selected two alternative scenarios, and the model results of the selected alternatives will be compared against the same flood events in the SVIHM-2014Base results.

Deliverable: TM#1 Continuation – Summary discussion of SVIHM-2014Base and selected alternative scenarios. TM#2 will present the approach to incorporation of the 2D HEC-RAS model with the SVIHM-2014Base. Modifications made to the existing 2D HEC-RAS model will be reported. The process for choosing 12 flood events will be reported. TM#2 will present the results of the 2D HEC-RAS model run based on SVIHM-2014Base conditions.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 5: Tunnel-Only Model System

A set of up to 7 alternative scenarios will be developed incorporating construction of the Interlake Tunnel only, analyzing its effects compared to baseline conditions of the SVIHM-2014Base. Task 5.1 is devoted and budgeted for three tunnel design-related alternative model runs. Task 5.2 is intended for four tunnel operations-related alternatives model runs.

The model scenarios will be configured in coordination with the Agency to reflect variants of the design and operation of the engineered surface water system. The results of each alternative scenario will be compared against the SVIHM-2014Base. As noted in Task 4.2, two of the alternative scenarios will also be simulated using the 2D HEC-RAS model to investigate the effects of the alternative configuration relative to flood or peak flow events. Changes to the model system will largely be limited to modification of the parameters of the Surface Water Operations (SWO) Package, reflecting alternative designs and operational rules.

Deliverable: TM#2 will present the results of the Tunnel-Only modeling scenarios. Results will be presented for each scenario, and will be compared against the SVIHM-2014Base results. As applicable, results for any HEC-RAS model runs (Task 4.2) will be presented.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 6: Tunnel Plus Spillway Modification Model System

A set of up to 9 alternative scenarios will be developed incorporating construction of the Interlake Tunnel Plus Spillway Modification, analyzing its effects compared to baseline conditions of the SVIHM-2014Base. Task 6.1 is devoted and budgeted for three tunnel/spillway design-related alternative model runs. Task 6.2 is intended for six tunnel/spillway operations-related alternative model runs.

The results of each alternative scenario will be compared against the SVIHM-2014Base. Two of the scenarios will also be simulated using the 2D HEC-RAS model (Task 4.2) to investigate the effects of the alternative configuration relative to flood or peak flow events. Changes to the model system will largely be limited to modification of the parameters of the SWO Package, reflecting alternative designs and operational rules.

Through the course of Tasks 5 and 6, a Preferred Alternative will be identified that demonstrates

Exhibit A

Scope of Work/Work Schedule

maximum benefit. The results of this Preferred Alternative will be used during subsequent tasks for the purposes of comparison.

Deliverable: TM#3 will present the results of the Tunnel Plus Spillway Modification modeling scenarios. Results will be presented for each scenario, and will also be compared against the SVIHM-2014Base. As applicable, results for any 2D HEC-RAS model runs will be presented.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 7: Alternative Project Scenario: New Upstream Reservoir

An Alternative Project Scenario will be configured to simulate operation of the proposed Jerrett Reservoir in lieu of the Interlake Tunnel Project. The Jerrett Reservoir site is located upstream of Nacimiento Reservoir along the Nacimiento River, approximately at its confluence with El Piojo Creek (Boyle, 1991). Its designed storage capacity is 145,000 acre-feet, with a usable storage volume of 135,000 acre-feet. The Jerrett Reservoir will be incorporated into the SVIHM-2014Base by the USGS. Operational rules will be developed in coordination with the Agency. The results of the Upstream Reservoir Alternative Project Scenario will be compared to the SVIHM-2014Base scenario to demonstrate the effects of the Alternative Project, and will also be compared to the Preferred Alternative scenario to provide a comparison of benefits of the projects. Additionally, downstream effects will be analyzed with the HEC-RAS model.

Deliverable: TM#4 will present the results of the Alternative Project Scenarios. Results will be presented for each Alternative Project Scenario, and will be compared to the results of the Preferred Alternative scenario and the SVIHM-2014Base scenario to quantify any potential benefits of the Alternative Project Scenarios. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 8: Alternative Project Scenario: Modification to Nacimiento Outlet Works

An Alternative Project with a separate project description will be configured to simulate modifications to the Nacimiento Outlet Works in lieu of the Project. This modification would allow for increased conservation releases from the Nacimiento Reservoir. This Alternative Project will be incorporated through modification of the operational rules to be developed within the SWO Package. The results of the Nacimiento Outlet Works Modification Alternative Project Scenario will be compared to the SVIHM-2014Base to demonstrate the effects of the Alternative Project and will also be compared to the Preferred Alternative scenario to provide a comparison of potential benefits of the project. Additionally, downstream effects will be analyzed with the HEC-RAS model.

Deliverable: TM#4 will present the results of the Alternative Project Scenarios. Results will be presented for each Alternative Project Scenario, and will be compared to the results of the Preferred Alternative scenario and the SVIHM-2014Base scenario to quantify any potential benefits of the Alternative Project Scenarios. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 9: Build-Out Scenarios: Sea Level Rise, and Climate Change Scenarios

Four model scenarios will be developed to investigate the effects of year 2045 water demand, sea

Exhibit A

Scope of Work/Work Schedule

level rise, and climate change on the groundwater-surface water system. The four scenarios will be developed in coordination with the Agency and the USGS. Development of these scenarios will include a number of considerations that include the following:

- ▶ Changes to water demand over the model period, including changes to municipal, industrial, and agricultural demand based on: existing projections of population change; anticipated changes to agricultural demand due to increased temperature under a changing climate; and initial estimates of future agricultural demand scaled from current demand.
- ▶ Rising sea levels due to climate change, which will be incorporated into the SVIHM-2045Base through modification of the model boundary condition at Monterey Bay.
- ▶ Changes in climate, mostly manifested through changes to precipitation, temperature, and potential evapotranspiration. A modified hydrology will be developed for each of the four scenarios by running the SVWM under a modified set of climate inputs, and the SVWM results will be used to construct boundary conditions for the SVIHM-2045Base (streamflow and recharge at the edges of the model).
- ▶ The Pure Water Monterey Project will be incorporated into the Build-Out Scenarios through modification of the SWO Package in the SVIHM.

Climate change will be incorporated into the SVIHM-2014-Base using input and output data from the USGS Basin Characterization Model (BCM), which simulates hydrologic conditions throughout California using a set of climate projections downscaled to a 270-meter resolution. A selection of climate futures will be chosen from those simulated by the BCM, with the scenarios selected to define an envelope of potential climate futures, from warm to hot and from dry to wet. The results will give a range of groundwater-surface water system conditions that can be expected under future climate and water demand conditions.

The Build-Out Scenarios will utilize the Preferred Alternative identified under Tasks 5 and 6. Results of the Build-Out Scenarios will be compared to the Baseline Model results and to the Preferred Alternative results. The Build-Out Scenarios will not be simulated in the 2D HEC-RAS model.

Deliverable: TM#5 will present the details of all parts of the Build-Out Scenarios, including the setup and results of each of the four scenarios. The details of model setup will be listed, including the projected changes in water demand, the development of sea level rise time series, the development of the climate futures, and the parameters of the Pure Water Monterey Project. Model scenario results will be compared to the SVIHM-2014Base to demonstrate changes over time.

Assumption: The Team will respond to comments on two (2) drafts of the TM and prepare a final TM.

Task 10: Configuration of New Downstream Diversion

Wood will incorporate a potential new downstream diversion into the SVIHM-2014Base. This scenario would be based on the Preferred Alternative scenario, with the addition of the potential downstream diversion. The downstream diversion will be incorporated into the SVIHM-2014Base through modification of the SWO Package as well as the Surface Water Routing (SWR) and Streamflow Routing (SFR) Packages and Farm Process, as necessary. Results of this scenario will be compared to results of the SVIHM-2014Base and the Preferred Alternative scenario.

Deliverable: TM#6 will present the results of the New Downstream Diversion scenario. Information will be presented on the configuration of the downstream diversion and changes to operational rules. The results will be compared to quantify potential effects on water supply.

Assumption: The Team will respond to comments on two (2) Drafts and prepare a final TM.

Attachment 1 Exhibit A

Proposed Work Schedule

Task #	Task Names	Costs	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Deliverables
1	Project Management; Workplan, and USGS Coordination	\$50,057	\$7,151	\$7,151	\$7,151	\$7,151	\$7,151	\$7,151	\$7,151	<i>Modeling Workplan; Monthly Project Reports; invoices</i>
2	Team Kick-Off meeting and Coordination External Meetings	\$30,904	\$4,415	\$4,415	\$4,415	\$4,415	\$4,415	\$4,415	\$4,415	<i>Meeting Minutes</i>
3	Baseline Model (completed)	\$177	\$177							
4	HEC-RAS Model Incorporation and Implementation (3 runs)	\$44,002			\$22,001	\$22,001				TM#1
5	Tunnel Only Model System (7 runs)	\$85,750	\$28,583	\$28,583	\$28,583					TM#2
6	Tunnel + Spillway Modification Model System (9 runs)	\$122,228			\$30,557	\$30,557	\$30,557	\$30,557		TM#3
7	Alternative Project Scenario: New Upstream Reservoir - Jerrett Reservoir (1 run)	\$11,267			\$5,633	\$5,633				TM#4
8	Alternative Project Scenario: Modification to Nacimiento Outlet Works (1 run)	\$14,321			\$7,160	\$7,160				TM#4
9	Buildout Scenarios: Climate Change / Sea Level Rise / Monterey Pure (4 runs)	\$46,727		\$11,682	\$11,682	\$11,682	\$11,682			TM#5
10	Configuration of New Downstream Diversion (1 run)	\$29,711						\$14,855	\$14,855	TM#6
	Total Charge	\$435,142								
	Projected Monthly Charges		\$40,326	\$51,831	\$117,182	\$88,599	\$53,805	\$56,978	\$26,421	
	Cumulative Total Charges		\$40,326	\$92,157	\$209,339	\$297,938	\$351,743	\$408,721	\$435,142	

Exhibit B
Fee Schedule

Budget - Fee Schedule

Task #	Task Name	Wood Inc. Estimated effort (hours)	Wood Inc. Estimated Budget (\$)	Average Hourly Rate
Total Effort (hours & \$)		2499	\$459,075	\$184
1	Project Management; Workplan, and USGS Coordination	269	\$50,057	\$186
1.1	Project Management and Coordination of Task Activities	123	\$25,557	\$208
	Deliverable: Monthly progress report, budget status, and earned value report	123	\$25,557	
	Assumptions: 7 months project duration, weekly Team check-in conference calls			
1.2	Concise Modeling Workplan - HEC-RAS; SWO; SVIHM; HSPF	4	\$637	\$177
	Deliverable: Technical Memorandum Modeling Workplan	4	\$637	
	Assumptions: 1) The Team will respond to one (1) set of comments compiled by the MCWRA for the workplan. 2) Budget is estimated for one (1) final and one (1) update of the modeling workplan in a 7-month project duration.			
1.3	Modeling Coordination with USGS	142	\$23,863	\$168
	Transition from USGS deliverable of the SWO and SVIHM to prepare for scenarios study	134	\$22,903	
	Assumptions: Three (3) meetings with USGS and MCWRA to discuss/updated model system and required engineering and environmental deliverables.	8	\$959	
2	Meetings - Team Kick-Off and External Coordination	148	\$30,904	\$209
	Team Kick-Off meeting and Coordination External Meetings	148	\$30,904	\$209
	Two (2) Project meetings per month for 7 months with stakeholders; environmental consultants; engineering consultants, USGS, and MCWRA	148	\$28,205	
	Deliverable: Coordination Activities, Meeting Minutes and Action Item Follow up			
	Use of Company Vehicle \$0.535/mile (GSA rate) - 222 miles roundtrip from San Francisco to Salinas. 14 trips (2 meetings per month for 7 months)		\$1,663	

**Exhibit B
Fee Schedule**

Task #	Task Name	Wood Inc. Estimated effort (hours)	Wood Inc. Estimated Budget (\$)	Average Hourly Rate
	Per Diem for meals and incidental expense @ \$74/day (GSA rate) - up to 14 days		\$1,036	
3	Baseline Model (completed)	1	\$177	\$177
	Baseline Model Run (completed)	1	\$177	\$177
	Baseline Model Run	1	\$177	
	Deliverable: Hydrographs depicting results of baseline run and comparison with USGS results	0	\$0	
4	HEC-RAS Model Incorporation and Implementation (3 runs)	236	\$44,002	\$186
4.1	HEC-RAS Model Incorporation	104	\$20,155	\$194
	Incorporation of the existing HEC-RAS model for the Salinas River into the SVIHM	104	\$20,155	
	Deliverable: Technical Memorandum #1 – Summary of integration approach, results, and benefits.	0	\$0	
4.2	HEC-RAS Model Runs - Baseline (1 run) + Alternatives (2 runs)	132	\$23,847	\$181
	HEC-RAS results provide details of water velocity, bottom shear stress, elevation, and width of flow; Fast schedule (for EIR): Utilize HSPF flows for groundwater (infiltration) from SVIHM for HEC-RAS via output file; Model channel/bank details in HEC-RAS.	108	\$20,970	
	Deliverable: Technical Memorandum #1 – Summary of baseline and updated alternatives and hydrology discussions. The Team will respond to comments on two (2) Drafts.	16	\$1,918	
5	Tunnel Only Model System (7 runs)	533	\$85,750	\$161
5.1	Alternative Design Scenarios (3 runs)	139	\$21,458	\$154
	Agency provides hydraulic characteristics of the preliminary tunnel design elements that are coded into SWO Package. Predictive model runs are performed.	123	\$19,540	
	Deliverable: Technical Memorandum #2 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts.	16	\$1,918	

Exhibit B
Fee Schedule

Task #	Task Name	Wood Inc. Estimated effort (hours)	Wood Inc. Estimated Budget (\$)	Average Hourly Rate
5.2	Alternative Operational Scenarios (4 runs)	394	\$64,292	\$163
	Agency provides hydraulic characteristics of the preliminary tunnel operational descriptions to be modeled.	378	\$62,374	
	Deliverable: Technical Memorandum #2 – Summary of hydrology impact discussion. The Team will respond to comments on two (2) Drafts.	16	\$1,918	
6	Tunnel + Spillway Modification Model System (9 runs)	752	\$122,228	\$163
6.1	Alternative Design Scenarios (3 runs)	360	\$57,659	\$160
	Agency provides preliminary spillway modification hydraulic characteristics. Spillway elements are coded into the SWO Package. Predictive model runs are performed.	344	\$55,741	
	Deliverable: Technical Memorandum #3 – Summary of updated design alternatives and hydrology impact discussion. The Team will respond to comments on two (2) Drafts.	16	\$1,918	
6.2	Alternative Operational Scenarios (6 runs)	392	\$64,569	\$165
	Agency provides preliminary spillway modification hydraulic characteristics. Spillway elements are coded into the SWO Package. Predictive model runs are performed.	376	\$62,651	
	Deliverable: Technical Memorandum #3 – Summary of updated operational alternatives and hydrology impact discussion. The Team will respond to comments on two (2) Drafts.	16	\$1,918	
7	Alternative Project Scenario: New Upstream Reservoir - Jerrett Reservoir (1 run)	72	\$11,267	\$156
	Alternative Operational Scenario (1 run)	72	\$11,267	\$156
	Configure and model the upstream Jerrett site. This is not yet part of the USGS SWO package.	56	\$9,348	
	Deliverable: Technical Memorandum #4 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.	16	\$1,918	
8	Alternative Project Scenario: Modification to Nacimiento Outlet Works (1 run)	92	\$14,321	\$156
	Alternative Operational Scenario (1 run)	92	\$14,321	\$156

**Exhibit B
Fee Schedule**

Task #	Task Name	Wood Inc. Estimated effort (hours)	Wood Inc. Estimated Budget (\$)	Average Hourly Rate
	Agency describes the project design and operational scenarios for the modification to Nacimiento outlet works. This is not part of the USGS SWO package.	60	\$10,484	
	Deliverable: Technical Memorandum #4 – Summary hydrology discussion. The Team will respond to comments on two (2) Drafts. TM#4 will present results of alternative project scenarios for both Tasks 7 and 8.	16	\$1,918	
9	Buildout Scenarios: Climate Change / Sea Level Rise / Monterey Pure (4 runs)	244	\$46,727	\$192
	Climate Change / Buildout Project: Monterey Pure (4 runs)	244	\$46,727	\$192
	Total of four (4) model runs will be configured and calculated for buildout scenarios in response to climate change and the planned Monterey Pure recycled water project.	228	\$44,809	
	Deliverable: Technical Memorandum #5 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts.	16	\$1,918	
10	Configuration of New Downstream Diversion (1 run)	152	\$29,711	\$195
	Configuration of New Downstream Diversion (1 run)	152	\$29,711	\$195
	Agency will provide descriptions of downstream diversion facility. One (1) model run will be configured and calculated.	136	\$27,793	
	Deliverable: Technical Memorandum #6 – Summary of hydrology discussion. The Team will respond to comments on two (2) Drafts.	16	\$1,918	
	Contingency Budget for Additional Modeling Needs @ 5.5% of estimate labor efforts	0	\$23,933	
	Contingency Budget for Additional Modeling Needs	0	\$23,933	
	The use of this budget requires additional Agency authorization	0	\$23,933	
Total Hours		2499		

Exhibit B
Fee Schedule

Task #	Task Name	Wood Inc. Estimated effort (hours)	Wood Inc. Estimated Budget (\$)	Average Hourly Rate
			\$435,142	
			\$23,933	
			\$459,075	

Total Labor for Tasks 1 to 10
Contingency Budget
Total Budget



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

BOARD ORDER No. 18-047

**APPROVE AND RECOMMEND THAT THE MONTEREY COUNTY
WATER RESOURCES AGENCY BOARD OF SUPERVISORS APPROVE
A PROFESSIONAL SERVICES AGREEMENT WITH WOOD
ENVIRONMENTAL & INFRASTRUCTURE, INC. (FORMALLY AMEC
FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE, INC.)
IN THE AMOUNT OF \$459,075, IN ORDER TO COMPLETE THE
HYDROLOGIC AND HYDROGEOLOGIC MODELING NECESSARY TO
DEVELOP AND EVALUATE THE OPERATIONAL COMPONENTS OF
THE MONTEREY COUNTY WATER RESOURCES AGENCY'S
INTERLAKE TUNNEL AND SAN ANTONIO SPILLWAY MODIFICATION
PROJECT, SUBJECT TO REVIEW AND APPROVAL BY COUNTY
COUNSEL; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE
THE AGREEMENT**

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

Approves and recommends that the Monterey County Water Resources Agency Board of Supervisors:

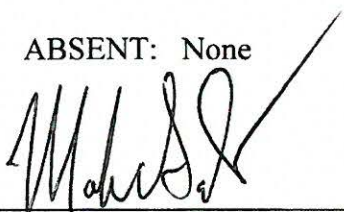
- a. approve a Professional Services Agreement with Wood Environmental & Infrastructure, Inc. (formally Amec Foster Wheeler Environmental & Infrastructure, Inc.) in the amount of \$459,075 (remainder of an originally approved \$621,787 agreement) in order to complete the hydrologic and hydrogeologic modeling necessary to develop and evaluate the operational components of the Monterey County Water Resources Agency's Interlake Tunnel and San Antonio Spillway Modification Project, subject to review and approval by County Counsel; and
- b. Authorize the General Manager to execute the Agreement


PASSED AND ADOPTED on this 17th day of September 2018, by the following vote, to-wit:

AYES: Directors Gonzalez, Sullivan, Dupree, Ekelund, Baillie, Ortiz, Scattini, and LeBarre

NOES: None

ABSENT: None


BY: Mark Gonzalez, Chair
Board of Directors


ATTEST: David E. Chardavoyne
General Manager



Monterey County Board of Supervisors

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

Board Order

Agreement No. A-14135

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

Approved a Professional Services Agreement with Wood Environmental & Infrastructure, Inc. (formally Amec Foster Wheeler Environmental & Infrastructure, Inc.) to extend the term of a recently expired agreement to June 30, 2021 (original agreement was for \$621,787 of which \$162,712 has been expended, leaving a remainder of \$459,075 for this new agreement) in order to complete hydrologic and hydrogeologic modeling necessary to develop and evaluate the operational components of the Monterey County Water Resources Agency's Interlake Tunnel and San Antonio Spillway Modification Project, and authorize the General Manager to execute the Agreement.

PASSED AND ADOPTED on this 25th day of September 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting September 25, 2018.

Dated: September 18, 2018
File ID: WRAG 18-194

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy



Monterey County

Item No.4

Board Report

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

Legistar File Number: WRAFIN 21-059

August 06, 2021

Introduced: 7/28/2021

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Support approval of:

- a. A draft agreement with Maggiora Bros. Drilling, Inc. for Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California for \$1,992,644.00 for a sixteen (16) month term;
- b. A draft agreement with Pacific Coast Well Drilling dba Precision Hydro for Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D), Monterey County, California for \$3,423,008.67 for a sixteen (16) month term; and
- c. Support authorizing the General Manager to adjust language of the Agreements, as may be necessary, with County Counsel approval; and
- d. Support authorizing the General Manager to approve change orders up to a cumulative amount of ten percent of the total Agreement amounts; and,
- e. Support authorizing the General Manager to execute the Agreements.

RECOMMENDATION:

It is recommended that the Finance Committee:

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SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency ("MCWRA") is implementing the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley project ("Project"), which is funded in part by a Proposition 1 grant from the State Water Resources Control Board ("SWRCB"). The Project is located primarily within MCWRA Zone 2B and activities under the project aim to eliminate

conduits for vertical migration of impaired groundwater and fulfill the terms of MCWRA Ordinance No. 3790 (“Ord. 3790”) by destroying a minimum of one hundred wells in the Project area.

On May 18, 2021 MCWRA released a Request for Proposals (RFP) for well destruction services for the Project (Attachment 1). The RFP was structured to allow for a possible award of the work to multiple vendors, due to the need to accomplish all of the well destructions by the December 31, 2022 deadline in the Grant Agreement. Specifically, the wells that could potentially be destroyed as part of the Project were divided into five groups, based on geography, and vendors could bid on some or all of the well groups (Attachment 2).

Six vendors submitted a response to the Request for Proposals by the deadline of 3:00 PM on June 17, 2021 (Attachment 3). MCWRA issued tentative award letters to Maggiora Bros. Drilling, Inc. and Pacific Coast Well Drilling dba Precision Hydro on July 14, 2021 for two and three of the well groups, respectively. These two companies submitted the lowest responsive and responsible bids for each of the well groups.

Per the Project’s Grant Agreement with the SWRCB, MCWRA submitted a summary of bids and received approval from the SWRCB to move forward with the Project.

OTHER AGENCY INVOLVEMENT:

The Proposition 1 Implementation Grant that funds a portion of this project is from the SWRCB. County Counsel assisted with development of the Agreements.

FINANCING:

The Project totals \$9,125,524 over a three-year period. The Project is funded in part (54%) by the SWRCB (\$4,927,729) with the remaining 46% of the funding as local match from MCWRA. MCWRA is satisfying the match through a combination of in-kind services (\$1,534,495) and additional funds (\$2,663,300).

MCWRA was originally responsible for the full \$2,663,300 in additional funds, but that amount has been reduced to \$2,115,801 through contributions from the Monterey County Cannabis Assignment (\$399,499), the Castroville Community Services District (\$83,000), and Monterey One Water (\$65,000). MCWRA has identified reserves in Fund 134 to cover any portion of the remaining \$2,115,801 in additional funds that is not covered by contributions from outside sources.

Prepared by: Tamara Voss, Associate Hydrologist, (831) 755-4860
Amy Woodrow, Hydrologist, (831) 755-4860

Approved by: Brent Buche, General Manager, (831) 755-4860

Attachments:

1. Request for Proposals #21-001
2. RFP Well Grouping Map
3. Bid Summary by Well Group
4. Draft Agreement with Maggiora Bros. Drilling, Inc.

5. Draft Agreement with Pacific Coast Well Drilling dba Precision Hydro



Monterey County

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**MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG.
SALINAS, CA 93901
(831) 755-4860**

REQUEST FOR PROPOSALS #21-001

**For
Well Destruction for the *Protection of Domestic Drinking
Water Supplies for the Lower Salinas Valley* Project**

Proposals are due by 3:00 pm (PST) on June 17, 2021

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TABLE OF CONTENTS:

SOLICITATION DETAILS SECTION	4
1.0 INTENT	5
2.0 BACKGROUND	5
3.0 CALENDAR OF EVENTS	6
4.0 MCWRA POINTS OF CONTACT	7
5.0 SCOPE OF WORK.....	7
6.0 CONTRACT TERM.....	15
7.0 LICENSING/SECURITY REQUIREMENTS.....	16
8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS.....	16
9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS	19
10.0 SELECTION CRITERIA	20
11.0 PRICING.....	21
12.0 PREFERENCE FOR LOCAL CONTRACTORS	21
13.0 INSURANCE REQUIREMENTS.....	22
14.0 CONTRACT AWARDS.....	25
15.0 AGREEMENT TO TERMS AND CONDITIONS	26
16.0 COLLUSION.....	26
17.0 RIGHTS TO PERTINENT MATERIALS	26
SAMPLE AGREEMENT SECTION	27
ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE.....	28
EXHIBIT A: WELLS TO BE DESTROYED, SHOWN BY GROUP	28
EXHIBIT B: SITE MAPS AND PHOTOS	29
EXHIBIT C: WELL CONSTRUCTION SUMMARY TABLE	30
EXHIBIT D: TECHNICAL SPECIFICATIONS FOR GRANITEROCK READY MIX #00-3-105.....	39
ATTACHMENT A: PRICING SHEET.....	42
ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM	43
SIGNATURE PAGE	45

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) for the Monterey County Water Resources Agency (AGENCY) to solicit proposals from qualified CONTRACTOR(s) to provide well destruction services for the destruction of one hundred five (105) water wells located within the coastal Salinas Valley, between Castroville, Marina, and Salinas. The proposal should include well pump removal, video logging, well destruction design, permitting, mobilization and demobilization, well borehole cleaning and drilling, casing perforation, well grouting, well casing excavation and removal, and concrete pad and wiring removal.
- 1.2 The one hundred five (105) wells that will be destroyed as part of the project have been divided into five (5) subgroups (Exhibit A). Qualified CONTRACTORS may submit proposals to destroy the wells in one or more of the subgroups defined in Exhibit A. All wells within a defined subgroup shall remain grouped for the purposes of the RFP. Multiple subgroups may be included in a single proposal.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT. AGENCY retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time. CONTRACTORS with relevant experience and qualifications as defined herein are encouraged to submit proposals as requested in the Request for Proposals (RFP).
- 1.4 AGENCY intends to award to multiple CONTRACTORS given the scope of the project and time frame for completion of work.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The wells that will be destroyed for this project are located in Castroville, Marina, and Salinas, CA.
- 2.2 The *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project (Project) is funded in part by a Proposition 1 Implementation Grant from the State Water Resources Control Board and the AGENCY is implementing the Project. The purpose of the Project is to destroy inactive, abandoned, or damaged wells to prevent the wells from acting as conduits for movement of impaired groundwater between aquifers.
- 2.3 A Well Destruction Design plan has been developed as part of the Project, generally describing the requirements for satisfactory well destruction. This RFP will further describe the Project needs and the AGENCY seeks CONTRACTORS who will abide by all local, state, and federal regulations and who are capable of providing all necessary materials and supervision in the course of providing well destruction services.

- 2.4 Proposals will be accepted only from CONTRACTORS with a current State of California C-57 Well Drilling Contractor's License at the time of the submittal. Perforation of well casing using explosives shall be completed by personnel in possession of a valid Blaster's license pursuant to California Labor Code Section 6710. A valid permit for transportation, storage, and use of explosives is required pursuant to California Health and Safety Code section 12101.
- 2.5 Aerial imagery and/or photographs of current conditions at well sites are included as Exhibit B.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-------------------------------|
| 3.1 | Issue RFP | May 18, 2021 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, May 31, 2021 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, June 17, 2021 |
| 3.4 | Estimated Notification of Selection | June 2021 |
| 3.5 | Estimated AGREEMENT Date | July 2021 |

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through an AGENCY mailing shall contact the person designated in the AGENCY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing AGENCY of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 MCWRA POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for AGENCY **Tamara Voss**
Associate Hydrologist
1441 Schilling Place, North Bldg.
Salinas, CA 93901
PHONE: (831) 755-8914
FAX: (831) 424-7935
Email: vosstl@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact AGENCY officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 General Requirements

- A. The scope of work for the Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Project* (WORK) identifies the technical specifications that CONTRACTOR should consider when submitting a proposal. CONTRACTOR shall furnish all materials, equipment, supplies, permits, transportation, labor, and perform all operations and WORK in accordance with the requirements of the Contract Documents and Monterey County Health Department Well Destruction Permits and regulations.
- B. In general, the WORK includes: removal of existing well pump equipment, video survey of the well, well destruction design, permitting, mobilization and demobilization, well borehole cleaning and drilling, well casing perforation, cement grout emplacement, casing excavation and removal, and removal of concrete pad and wiring.

- C. The WORK consists of destroying 105 wells, however, the WORK has been divided into five (5) groups of wells (Exhibit A). CONTRACTOR may submit a proposal for all of the wells or any combination of the sub-groups. All wells within a defined subgroup shall remain grouped for the purposes of the RFP. Multiple subgroups may be included in a single proposal.
- D. All shop drawings, samples, and items listed under CONTRACTOR SUBMITTALS in the Technical Specifications shall be submitted to the AGENCY for review before the CONTRACTOR mobilizes to the work site.
- E. AGENCY review of CONTRACTOR shop drawings, samples, and items listed under CONTRACTOR SUBMITTALS in the Technical Specifications, Safety Plan, and Construction Schedule shall not relieve the CONTRACTOR of the responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume responsibility for any misfits due to any errors in CONTRACTOR submittals.

F. CONSTRUCTION SCHEDULE AND SAFETY PLAN

- 1. The CONTRACTOR shall include in the proposal a Construction Schedule that contains the following information for each phase of the WORK:
 - a. Sequence of operations.
 - b. Estimated dates of each operation.
 - c. Dates subcontractor(s) are estimated to be on site include name of subcontractor(s).
- 2. Services must be complete by December 1, 2022 and shall be completed within the time allowed by the Monterey County Health Department Environmental Health Bureau's well destruction permit.
- 3. The CONTRACTOR shall submit to the AGENCY a Safety Plan pertaining to the WORK. The Safety Plan is the responsibility of the CONTRACTOR.

G. CONTRACTOR WORK AREA

- 1. The CONTRACTOR shall keep all work activities, materials, and equipment within the CONTRACTOR work area designated by the AGENCY. No work activities, material storage, or equipment staging shall occur in crop areas, whether crop is currently planted or unplanted.
- 2. Overhead electrical power lines are located near some of the work sites. CONTRACTOR shall maintain clearances in accordance with applicable laws and utility company requirements.
- 3. CONTRACTOR shall be responsible for notifying Underground Service Alert (USA) at 800-642-2444, prior to any digging. The CONTRACTOR shall bear all responsibility and cost for determining the location of all utilities found on

WORK site prior to any digging.

4. CONTRACTOR shall be responsible for providing portable sanitation facilities at the job site for CONTRACTOR usage.
5. CONTRACTOR is responsible for providing and maintaining appropriate spill containment supplies on site for potential spills of hazardous materials such as oil or fuel.

H. PROTECTION OF EXISTING FACILITIES AND CROP

1. PG&E owned electrical equipment exists within some work sites and staging areas. The CONTRACTOR shall be responsible for protecting those facilities from damage caused by the WORK. CONTRACTOR shall be responsible for repairing any damage to such facilities caused by CONTRACTOR's personnel or equipment. Privately grown crops exist immediately adjacent some work areas and the CONTRACTOR shall be responsible for reimbursing the grower for any damage to crops, soils or structures caused by CONTRACTOR's personnel, equipment or performance of the work, except that damage caused by detonation of explosives inside the wells in accordance with Technical Specification section 12030 shall not be the responsibility of the CONTRACTOR.

I. DISCHARGE WATER

1. All water resulting from the well destruction WORK must be contained on site. Mud pits are not allowed. The CONTRACTOR shall furnish all necessary piping, pumps, equipment, and appurtenances, and shall make all other necessary provisions for water disposal. Well cuttings can be temporarily stock piled on site during well destruction WORK, and at completion of WORK must be disposed off-site. The CONTRACTOR shall be responsible for properly disposing of all water and well cuttings resulting from the WORK. All water and well cuttings shall be disposed of in conformance with applicable local, state, and federal requirements and standards. Costs of water and well cuttings disposal shall be borne by the CONTRACTOR and no additional payment will be made, therefore.

J. PERMITS AND NOTIFICATIONS

1. The CONTRACTOR shall obtain Well Destruction Permits from the Monterey County Health Department, Environmental Health Bureau (MCHD), and obtain all other required permits necessary to complete the WORK as required by Monterey County Code Chapter 15.08. CONTRACTOR shall pay all related fees for such permits. CONTRACTOR shall comply with and perform all conditions mandated by the MCHD Well Destruction Permits.

CONTRACTOR shall be responsible for notifying all appropriate inspectors

regarding work requiring inspection by a permitting authority. The CONTRACTOR shall notify the Monterey County Health Department, Environmental Health Bureau a minimum of 24 hours prior to mobilization to the work site and provide notification 24 hours prior of any grouting operation.

2. In the event of a discrepancy between documents, CONTRACTOR shall rely primarily upon the issued Well Destruction Permit for each well, followed by the most recent written video log report, then a Well Completion Report.

K. GENERAL WORK SEQUENCE

The CONTRACTOR's general work sequence is estimated below:

- a. Contractor submittals;
- b. Mobilization;
- c. Removal of existing pump or other equipment on well;
- d. Video survey of well;
- e. Cleaning/drilling of well borehole;
- f. Well casing perforation;
- g. Emplacement of grout mix in well;
- h. Excavate and remove top of well casing;
- i. Remove concrete pad and electrical conduit; and,
- j. Clean up and demobilization.

5.2 Well Destruction Design and Permitting

- A. CONTRACTOR shall design well destruction and prepare detailed drawings. Well destruction WORK shall be completed in accordance with local ordinance and California Well Bulletins 74-81 and 74-90. CONTRACTOR shall obtain all necessary well destruction permits.
- B. CONTRACTOR shall submit well destruction design, drawings, and copies of well destruction permits from the MCHD to the AGENCY.

5.3 Mobilization and Demobilization

- A. Mobilization includes CONTRACTOR submittals to the AGENCY that are acceptable, including but not limited to the CONTRACTOR Safety Plan and Construction Schedule, and the assembly and transportation of all necessary tools, equipment, personnel, and materials to and from the site of the WORK to perform all the WORK required by the AGREEMENT.
- B. Clean-up and Demobilization shall be completed before final acceptance of the WORK by the AGENCY. All grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by the CONTRACTOR of all rubbish, excess materials, temporary structures and equipment used in the WORK; and all part of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

5.4 Well Pump Equipment and Removal

- A. CONTRACTOR shall remove any well pump or other equipment attached to the top of the well casing, whose presence on the well would interfere with proper well destruction. Well pumps or equipment that the well owner does not wish to retain shall be disposed of by the CONTRACTOR.

AGENCY will coordinate with well owner to ensure that well pumps or equipment that the well owner wishes to retain are removed by the owner prior to CONTRACTOR mobilization.

5.5 Well Borehole Cleaning and Drilling

- A. CONTRACTOR shall determine the current depth of each well using a weighted graduated steel tape. Wells with a measured current depth that differs by more than 5% from the depth recorded on the Well Completion Report, or wells where the original depth is unknown, shall be video logged.

- i. For purposes of the proposal, CONTRACTOR should assume that the full length of each well with known depth will require video logging (See Exhibit C; 58,860 feet in total) and provide a total assumed cost for video logging plus a price per foot for additional video logging that may be required.

- B. CONTRACTOR shall clean out well casing of all obstruction, bridged, or poorly compacted material to the original well depth. In cases where the original well depth is unknown, the total depth will be based on the depth that is recorded during video logging. Clean out of the casing may be accomplished by bailing, airlifting, or overdrilling.

- i. For purposes of the proposal, CONTRACTOR should assume that each well will require removal of 30 linear feet of debris (3,150 linear feet in total) and provide a total assumed cost for debris removal plus a price per foot for additional debris removal.

- C. Bailing or airlifting shall be attempted first. All obstructions and bridged or poorly compacted materials shall be removed from the well by overdrilling if the other debris removal methods are unsuccessful or where CONTRACTOR deems overdrilling to be more appropriate after consultation with the AGENCY.

- D. CONTRACTOR shall bear all cost and responsibility for providing potable water for well destruction WORK. Potable water can be purchased from the Castroville Community Services District, their telephone number is 831-633-2560.

5.6 Well Casing Perforation – General

- A. CONTRACTOR shall perforate the well casing using a mechanical perforator or shaped charges. The appropriate method will be based on well construction method and current condition of the well.
 - 1. Assumed perforation method is described in Exhibit C.
- B. The intent of perforating the well casing with shaped charges is to facilitate driving cement into the voids to prevent vertical movement between the clay aquitards.
- C. The CONTRACTOR performing the well casing perforation using shaped charges shall be licensed as a Blaster as defined in California Labor Code section 6710.
- D. CONTRACTOR shall submit to the AGENCY the following:
 - a. Copy of a valid State of California Blaster Contractor License.
 - b. Provide drawings and specifications to include the shaped charge setting depths, charge size, charge spacing, expected charge perforation, and the basis for such expected penetration (e.g. test results).
 - c. Contingency Plan for addressing unexploded charges (e.g. redundancy charge lines).
 - d. Safety Plan for storing and handling explosives, detonator cord, and equipment.
- E. Shaped charges shall penetrate the following existing well structures:
 - a. Well casing (diameter, material, and wall thickness will vary by well),
 - b. Gravel feed tube (if present), and
 - c. Penetrate a minimum of ten (10) horizontal inches beyond the well casing into the native formation.
- F. If the casing is perforated using a mechanical knife or similar device, the device shall penetrate the production and conductor casings (diameter, material, and wall thickness will vary by well; known information is available in Exhibit C).

5.7 Perforation Method for Cable Tool Wells

- A. Cable tool wells without a conductor casing that extends across one or more aquitards may be perforated mechanically or using shaped charges.
- B. Cable tool wells with a conductor casing that extends across one or more aquitards must be perforated using shaped charges.
- C. The depth(s) at which the casing perforations will be made shall be determined by the CONTRACTOR in consultation with the AGENCY.

5.8 Perforation Method for Rotary Wells

- A. The casing of wells drilled using a rotary method shall be perforated using shaped charges. The charges shall penetrate the well casing and a minimum of ten horizontal inches beyond the well casing.
- B. If there is evidence of failure of the existing annular seal, or suspected failure of the

existing annular seal, the seal shall be perforated by charges as well.

- C. The depth(s) at which the casing perforations are made shall be determined by the CONTRACTOR in consultation with the AGENCY.

5.9 Well Grouting

- A. CONTRACTOR shall furnish, transport, and install cement-sand ready-mixed (grout mix) in the well to prevent vertical hydraulic movement between the clay aquitards.
- B. The CONTRACTOR shall submit to the AGENCY:
1. Ready-mixed delivery tickets.
 2. Methods and devices for measuring well grout mix volume and grouting pressures.
 3. Grout pump performance curves, manufacturer, model, horsepower, volume output, pumping pressures, hopper volume, pump discharge connection details, and a description of how flow and pressure will be regulated.

C. Grout Mix Design

1. Grout mix shall be furnished to the site as ready-mixed and meet the following:
 - a. If shaped charges are not used, the grout shall be neat cement, consisting of one sack of Type IV Portland cement and no more than six gallons of water.
 - b. If shaped charges are used, the group shall be a 10.5 sack mix with a water and cement ratio of 0.56, and have a slump retention of 6 to 8 inches for ten (10) hours. A grout mix equivalent to Graniterock's ready-mixed #00-3-105 may be accepted (Exhibit D).
2. In cases where shaped charges are used, admixtures shall be added to retard the grout set time to a minimum hold time of ten (10) hours. Admixtures shall conform to requirements of ASTM C494. The required quantity of cement shall be used in the ready-mixed regardless of whether an admixture is used.
3. Water used in grout mix shall be of potable quality, free of deleterious material, compatible with water quality conditions at the site, and suitable for cement mixtures.
4. Delivered ready-mixed is subject to rejection by the AGENCY if grout mix is not in accordance with these specifications. Disposal of grout mix not meeting these specifications shall be the responsibility of the CONTRACTOR at no additional cost to the AGENCY.

5. If other than an equivalent to Graniterock's ready-mixed #00-3-105 is proposed, CONTRACTOR shall mix a trial batch of two (2) cubic feet, or more, of grout with admixture(s) at ambient air temperature. The CONTRACTOR and AGENCY shall witness preparation of trial batch and mutually verify grout pumpability for the required setting time. CONTRACTOR shall notify AGENCY 48 hours prior to trial batch preparation, and AGENCY shall be provided permission and access to witness the trial batch preparation and verify grout pumpability and setting time.
6. CONTRACTOR shall provide the following to the AGENCY:
 - a. Permission and access for witnessing the proportioning and mixing of grout at the batch plant.
 - b. Written verification of volumes and/or weights of dry cement, pozzolan, sand, and water mixed at the batch plant, certified by the plant operator.

7. Grout Mix Placement

- a. Grout mix shall be installed in the well through a tremie pipe by positive displacement pumping. Grout shall be pumped using positive displacement pumping equipment with a minimum pressure capability of 300 psi. Grout pumping shall include a pressure dial or gauge read-out at the pump outlet. Grout mix shall be placed progressively upward from the bottom of the well up to the surface. Tremie pipe shall always remain submerged a minimum of five (5) feet below the grout level; the tremie pipe should be kept full of grout without air space until grouting operation is completed. Total grout mix volume used to fill well shall at a minimum equal the well borehole volume.
- b. CONTRACTOR shall not introduce wash water or any other fluid or material into the grout emplaced in the well.
- c. In cases where shaped charges will be used, perforate the well casing within eight (8) hours from the time the first mixer truck leaves the batch plant. It is critical that shaped charges be detonated while the grout inside the well is in a liquid state.

5.10 Well Casing Excavation and Removal

- A. CONTRACTOR shall cut off well casing, top off borehole with grout, backfill and compact excavations, clean up debris, and restore the site to pre-mobilization conditions.
- B. Grout type shall consist of materials described in Section 5.9.C.1 Grout Mix Design.
- C. CONTRACTOR shall cut the well casing to a depth of five (5) feet below the ground

surface. CONTRACTOR shall remove and dispose of all removed well casing material off-site in accordance with Local and State regulations.

- D. CONTRACTOR shall emplace grout to top-off the upper portion of the well casing to within five (5) feet from the ground surface and be allowed to spill over the casing to form a concrete cap.
- E. After well has been properly filled with grout, and sufficient time given to allow grout to set, the CONTRACTOR shall backfill and compact all excavations with non-contaminated native soil. No additional new soil is required. CONTRACTOR shall grade ground surface to match surrounding grade using existing soil found at the site. CONTRACTOR shall clean-up construction site of all debris and restore to substantially pre-mobilization conditions.

5.11 Concrete Pad and Wiring Removal

- A. Upon direction of the AGENCY, the CONTRACTOR shall remove concrete pads and all non-functional wiring found within and near the concrete pads. CONTRACTOR shall dispose of all removed material and debris off-site in accordance with Local and State laws and regulations.
- B. CONTRACTOR shall remove concrete well pump base pad and dispose of all removed material off-site in accordance with Local and State regulations.
- C. CONTRACTOR shall remove all wiring found within and near the concrete pads and dispose of all removed material off-site in accordance with Local and State laws and regulations.
- D. CONTRACTOR shall grade well site ground surface to match surrounding grade.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of two years.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that AGENCY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:</u>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING (ATTACHMENT A) & WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 2.4 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein. Any subcontractors that will be used by CONTRACTOR to execute the work in the proposal shall be identified as well.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>)

CONTRACTOR shall indicate whether it is a ‘Green Certified’ Business and state which governing authority administered the certification.

Section 5, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as ATTACHMENT A.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the Agency that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 6, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY WATER RESOURCES AGENCY SOLICITATION #21-001”. Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

Hardcopy and one (1) electronic version of the proposal package:

- 8.2.1 Three (3) sets of the proposal or qualifications package (one original proposal marked “Original” plus two copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #21-001”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the AGENCY at its discretion.
- 8.2.2 Proposal or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 8.2.3 Reproductions of the Monterey County Water Resources Agency logo shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents “confidential” or “proprietary” and should be prepared to provide legal authority for any such designation upon request.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #21-001 and CONTRACTOR’S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to the Agency at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the Monterey County Water Resources Agency. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the Agency, best serves the overall interest of the Agency.

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Ability of the CONTRACTOR to demonstrate the capacity to fulfill the scope of work in a timely manner	35
Ability of the CONTRACTOR to meet the technical specifications in Section 5.0	25
Ability of the CONTRACTOR to demonstrate experience successfully providing well destruction services	20
Overall cost of the project	15
Local Vendor	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the Agency an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the Agency, best serves the overall interest of the Agency.
- 10.6 The award made from this RFP may be subject to approval by the AGENCY Board of Directors and/or Board of Supervisors.
- 10.7 The AGENCY may utilize references during the selection process.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by AGENCY funds, or funds which the AGENCY expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 "Local CONTRACTOR" Defined - For the purpose of this section, the term "local CONTRACTOR" shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, or Santa Cruz County for not less than the past five (5) consecutive years. For full policy visit: <https://www.co.monterey.ca.us/home/showdocument?id=22313>
- 12.3 Local Preference Policy: The AGENCY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the AGENCY. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:
- 12.3.1 Vendor either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey

County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties: and

- 12.3.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
- 12.3.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the AGENCY; and
- 12.3.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and
- 12.3.5 If applicable, vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.

A firm seeking to be recognized as a Local Vendor for purposes of this procurement shall register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration> and submit the *Local Business Declaration Form* with their proposal. (Attachment B)

- 12.4 Small Local Business Outreach Program: The County has implemented a policy to promote utilization of local businesses which are small or minority-owned, such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, and Disabled Veteran Business Enterprises. A “small business” as defined by Government Code section 14837(d)(1) means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. The County offers online Self-Certification specifically for these types of businesses to formulate partnerships which create an environment of inclusion in County procurement and contracting.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the Agency, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the Agency.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

- (ii) Automobile Insurance Threshold:

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

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

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

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

in blue ink. All proposed modifications are subject to AGENCY approval.

- (iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to the AGENCY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required

endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

13.4.4 Prior to the execution of an AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with AGENCY's contract administrator showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by AGENCY, annual certificates to AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate an AGREEMENT immediately.

14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: The AGENCY does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors/Board of Directors: The award(s) made from this solicitation may be subject to approval by the AGENCY Board of Supervisors and/or Board of Directors.
- 14.3 Interview: AGENCY reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: AGENCY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 14.6 In AGENCY's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of AGENCY, best serves the overall interest of AGENCY.

15.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(S) selected through the solicitation process will be expected to execute a formal AGREEMENT with the AGENCY for the provision of the requested service. The AGREEMENT shall be written by the AGENCY in a standard format approved by AGENCY Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. The AGENCY may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

16.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

17.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the AGENCY when received by the AGENCY **and may be considered public information under applicable law**. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”, in conformity with the specific requirements set forth in section 8.3, above. The AGENCY will not disclose proprietary information to the public, unless required by law; however, the AGENCY cannot guarantee that such information will be held confidential. **As a California government entity, the AGENCY is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** The AGENCY will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

SAMPLE AGREEMENT SECTION

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

The MONTEREY COUNTY WATER RESOURCES AGENCY STANDARD AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:

<https://www.co.monterey.ca.us/home/showpublisheddocument/74798/636870378353000000>

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

Exhibit A Wells to be Destroyed, Shown by Group

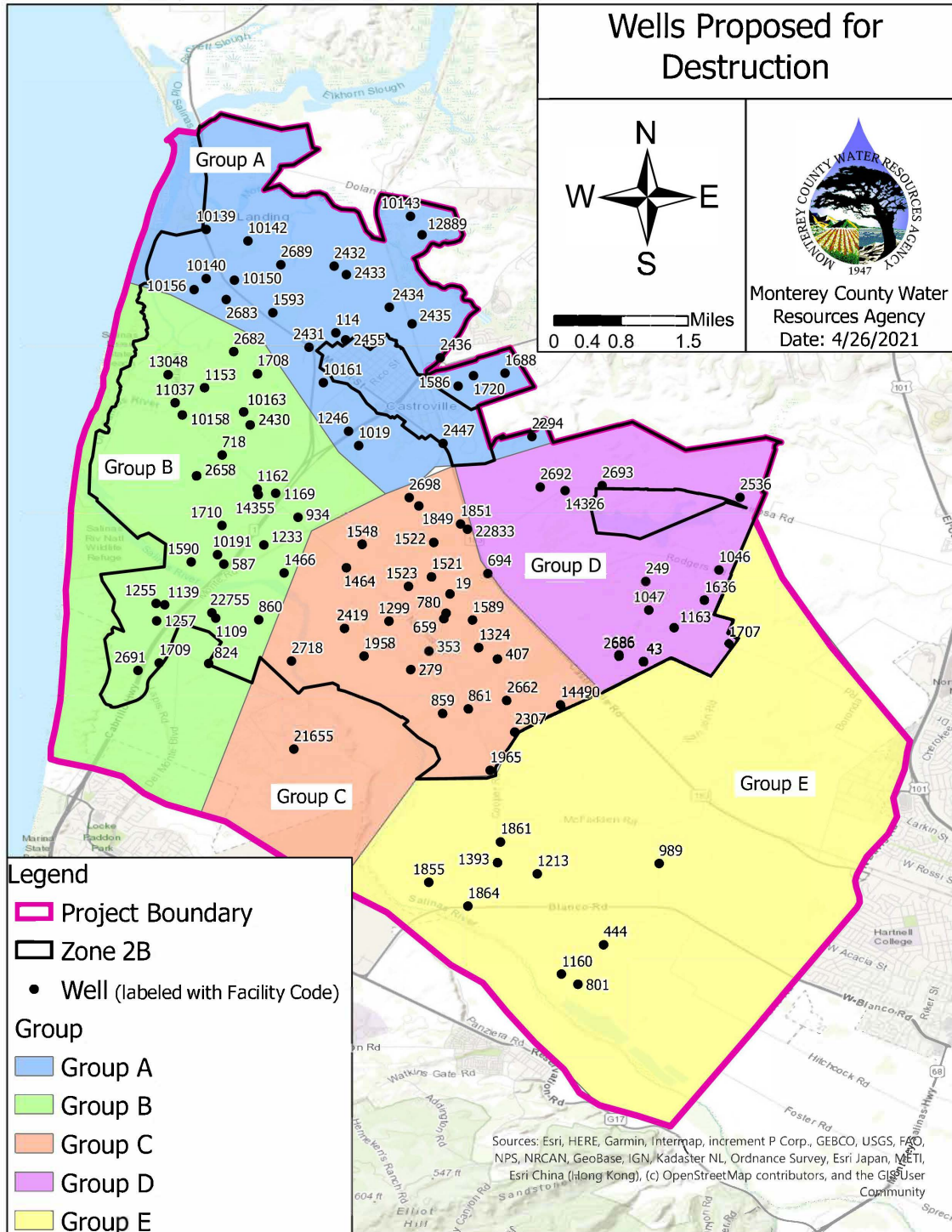


Exhibit B
Site Maps and Photos

A site map and/or photo for each well site shown on Exhibit A is available at
<https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/protection-of-domestic-drinking-water-supplies-in-the-lower-salinas-valley>

Exhibit C
Well Construction Summary Table

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	1720	13S/02E-27P01	Unknown	Cable tool	400-Foot Aquifer	606	412-572	None	Steel	12	mechanical perforator
A	114	13S/02E-28E01	9/14/1990	Reverse rotary	400-Foot Aquifer	900	270-540	240	Steel	30, 16	shaped charges
A	1019	13S/02E-33N04	3/10/1967	Rotary	400-Foot Aquifer	602	338-602	380	Steel	16	shaped charges
A	1246	13S/02E-33M50	7/23/1966	Rotary	400-Foot Aquifer	590	314-590	313	Steel	12, 10	shaped charges
A	1586	13S/02E-27N	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
A	1593	13S/02E-29F02	11/1/1955	Unknown	400-Foot Aquifer	549	347-539	347	Unknown	10, 16	shaped charges
A	1688	13S/02E-27Q02	5/31/1983	Reverse rotary	400-Foot Aquifer	591	245-317, 328-386, 416-591	Unknown	Unknown	16	shaped charges
A	2294	13S/02E-34J50	4/30/1993	Reverse rotary	400-Foot Aquifer	450	230-450	230	Steel	14	shaped charges
A	2431	13S/02E-29J01	5/1/1957	Rotary	400-Foot Aquifer	600	Unknown	340	Unknown	10	shaped charges
A	2432	13S/02E-21N01	3/12/1950	Unknown	400-Foot Aquifer	550	350-550	351	Unknown	10	shaped charges
A	2433	13S/02E-21P01	1/1/1958	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	2434	13S/02E-28B01	12/6/1960	Rotary	400-Foot Aquifer	660	123-143, 163-203, 252-292, 312-349, 381-418	80	Steel	30, 12	shaped charges
A	2435	13S/02E-28H50	8/26/1975	Rotary	400-Foot Aquifer	655	190-553, 613-643	Unknown	Steel	16	shaped charges
A	2436	13S/02E-27M01	10/15/1976	Rotary	400-Foot Aquifer	412	208-268, 268-388, 448-478, 508-628	50	Steel	16	shaped charges
A	2447	13S/02E-34M01	7/9/1982	Reverse rotary	400-Foot Aquifer	630	370-450, 510-570, 590-610	60	Steel	16, 30	shaped charges
A	2455	13S/02E-28M02	5/26/1986	Reverse rotary	400-Foot Aquifer	760	310-450, 580-610, 640-700, 730-760	760	Steel	12	shaped charges
A	2683	13S/02E-29D03	4/6/1960	Rotary	400-Foot Aquifer	632	432-632	412	Steel	14, 10	shaped charges
A	2689	13S/02E-20K50	11/17/1995	Rotary	400-Foot Aquifer	750	440-530, 660-750	420	Unknown	30, 12.75	shaped charges
A	10139	13S/02E-19H01	5/18/1948	Unknown	400-Foot Aquifer	340	Unknown	Unknown	Unknown	Unknown	shaped charges
A	10140	13S/02E-19R01	3/16/1947	Unknown	400-Foot Aquifer	508	Unknown	354	Unknown	16	shaped charges
A	10142	13S/02E-20M02	3/15/1949	Unknown	400-Foot Aquifer	530	Unknown	362	Unknown	10	shaped charges
A	10143	13S/02E-21G01	6/1/1947	Unknown	400-Foot Aquifer	406	Below 260	Unknown	Unknown	16	shaped charges
A	10150	13S/02E-29C02	5/3/1950	Rotary	400-Foot Aquifer	550	Unknown	354	Unknown	16	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
A	10156	13S/02E-30A01	8/25/1949	Rotary	400-Foot Aquifer	602	392-602	390	Unknown	16	shaped charges
A	10161	13S/02E-32A02	9/1/1958	Unknown	400-Foot Aquifer	600	300-600	Unknown	Unknown	Unknown	shaped charges
A	12889	13S/02E-21G02	1/1/1943	Unknown	400-Foot Aquifer	425	Unknown	Unknown	Unknown	Unknown	shaped charges
B	587	14S/02E-07A01	9/19/1974	Rotary	400-Foot Aquifer	600	390-600	365	Steel	16	shaped charges
B	718	13S/02E-32N01	5/1/1949	Cable tool	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	shaped charges
B	824	14S/02E-18A01	9/7/1984	Rotary	400-Foot Aquifer	590	280-480, 490-570	350	Steel	30, 16	shaped charges
B	860	14S/02E-08L01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	934	14S/02E-05K02	2/18/1960	Cable tool	400-Foot Aquifer	600	417-423, 485-492, 497-505, 558-587	None	Unknown	18, 16, 12	shaped charges
B	1109	14S/02E-07J02	9/30/1979	Reverse rotary	400-Foot Aquifer	564	396-564	380	Steel	16	shaped charges
B	1139	14S/02E-07K01	3/5/1952	Unknown	400-Foot Aquifer	600	Unknown	Unknown	Unknown	Unknown	shaped charges
B	1153	13S/02E-31A02	9/30/1985	Rotary	Deep Aquifers	1600	850-1600	850	Steel	16, 12	shaped charges
B	1162	14S/02E-05C03	4/14/1988	Rotary	400-Foot Aquifer	580	300-565	74	Steel	30,16	shaped charges
B	1169	14S/02E-05F04	3/26/1954	Cable tool	400-Foot Aquifer	582	406-418, 422-452, 452-475, 496-505, 523-534	None	Steel	18, 16, 12	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
B	1233	14S/02E-05P02	5/20/1955	Cable tool	400-Foot Aquifer	606	464-478, 560-588	None	Steel	18, 16, 12	shaped charges
B	1255	14S/02E-07L05	5/6/1988	Mud rotary	400-Foot Aquifer	610	330-450	300	Steel	30, 16	shaped charges
B	1257	14S/02E-07L04	8/23/1983	Reverse rotary	400-Foot Aquifer	560	360-560	330	Steel	16	shaped charges
B	1466	14S/02E-08C03	5/3/1955	Cable tool	400-Foot Aquifer	556	395-405, 407-410, 460-480, 492-505, 532-540	None	Steel	18, 16, 12	shaped charges
B	1590	14S/02E-07B50	10/8/1990	Reverse rotary	400-Foot Aquifer	590	310-590	310	Steel	30, 16	shaped charges
B	1708	13S/02E-32C01	10/17/1949	Unknown	400-Foot Aquifer	562	322-552	302	Unknown	16	shaped charges
B	1709	14S/02E-18C01	10/22/1976	Rotary	400-Foot Aquifer	600	330-598	320	Unknown	16	shaped charges
B	1710	14S/02E-06J03	5/3/1948	Unknown	400-Foot Aquifer	550	375-550	Unknown	Unknown	16	shaped charges
B	2430	13S/02E-32M02	12/5/1984	Rotary	Deep Aquifers	1630	780-1590	780	Unknown	16, 12	shaped charges
B	2658	14S/02E-06B01	1/1/1958	Unknown	400-Foot Aquifer	610	Unknown	Unknown	Unknown	Unknown	shaped charges
B	2682	13S/02E-29M02	4/10/1968	Cable tool	400-Foot Aquifer	566	410-566	350	Steel	12, 10	shaped charges
B	2691	14S/02E-18E01	7/6/1974	Rotary	Deep Aquifers	870	666-834	300	Steel	14, 12	shaped charges
B	10158	13S/02E-31K02	9/11/1961	Cable tool	400-Foot Aquifer	568	476-495, 505-549	None	Steel	18, 16, 12	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
B	10163	13S/02E-32E03	9/20/1954	Cable tool	400-Foot Aquifer	885	418-633	None	Steel	18, 16, 12	shaped charges
B	10191	14S/02E-06R02	2/25/1948	Reverse rotary	400-Foot Aquifer	604	Unknown	352	Unknown	16	shaped charges
B	11037	13S/02E-31G04	7/7/1962	Rotary	400-Foot Aquifer	610	252-610	252	Steel	12, 10	shaped charges
B	13048	13S/02E-31B02	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
B	14355	14S/02E-05C02	11/1/1952	Unknown	400-Foot Aquifer	576	446-446, 494-514, 518-522	Unknown	Unknown	18, 16, 12	shaped charges
B	22755	14S/02E-07J03	5/11/2005	Mud rotary	Deep Aquifers	1573	1450-1470, 1490-1510, 1530-1570	1340	Steel	Unknown	shaped charges
C	407	14S/02E-15B01	5/26/1982	Cable tool	400-Foot Aquifer	660	337-342, 363-387, 397-435, 515-548, 573-588, 607-620	52	Steel	14	mechanical perforator
C	694	14S/02E-10F50	1/5/1976	Cable tool	400-Foot Aquifer	600	372-427, 490-570	52	Steel	16	mechanical perforator
C	780	14S/02E-10M02	10/18/1965	Cable tool	400-Foot Aquifer	588	330-365, 419-453, 481-545	None	Steel	16	mechanical perforator
C	859	14S/02E-15N01	9/21/1971	Cable tool	400-Foot Aquifer	550	309-319, 336-352, 398-408, 440-464	60	Steel	14	mechanical perforator
C	861	14S/02E-15P01	8/3/1965	Cable tool	400-Foot Aquifer	595	416-423, 451-490, 550-555	None	Steel	16	mechanical perforator
C	19	14S/02E-10E02	9/26/1978	Unknown	400-Foot Aquifer	660	298-524, 524-580, 620-660	Unknown	Unknown	Unknown	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
C	279	14S/02E-16H01	5/11/1976	Reverse rotary	400-Foot Aquifer	606	449-599	40	Steel	16	shaped charges
C	353	14S/02E-16A02	10/17/1973	Cable tool	400-Foot Aquifer	669	430-470, 518-618	48	Steel	12	shaped charges
C	659	14S/02E-10N51	3/12/1991	Cable tool	400-Foot Aquifer	580	416-442, 540-558	300	Steel	20, 16	shaped charges
C	1299	14S/02E-09K50	10/17/1973	Rotary	400-Foot Aquifer	614	360-614	340	Steel	12, 10	shaped charges
C	1324	14S/02E-15C02	6/20/1978	Reverse rotary	400-Foot Aquifer	550	328-550	320	Steel	16	shaped charges
C	1464	14S/02E-09D03	4/24/1961	Cable tool	400-Foot Aquifer	542	401-419, 424-443, 457-478	None	Steel	18, 16, 12	shaped charges
C	1521	14S/02E-09H02	3/9/1965	Unknown	400-Foot Aquifer	498	300-489	Unknown	Unknown	Unknown	shaped charges
C	1522	14S/02E-04R02	7/16/1965	Rotary	400-Foot Aquifer	566	302-566	300	Steel	14, 12	shaped charges
C	1523	14S/02E-09H03	7/20/1972	Cable tool	400-Foot Aquifer	556	378-386, 404-420, 450-485, 339-363	None	Steel	16, 14	shaped charges
C	1548	14S/02E-04N01	2/1/1966	Cable tool	400-Foot Aquifer	684	100-105, 167-172, 180-185	320	Steel	8	shaped charges
C	1589	14S/02E-10P02	6/30/1978	Reverse rotary	400-Foot Aquifer	624	330-624	320	Steel	16	shaped charges
C	1849	14S/02E-04H01	12/24/1973	Cable tool	400-Foot Aquifer	512	418-424, 430-448, 470-487	56	Steel	18, 16, 12	shaped charges
C	1851	14S/02E-03M02	3/6/1975	Cable tool	400-Foot Aquifer	587	400-570	248	Steel	12	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
C	1958	14S/02E-16C51	10/17/1967	Rotary	400-Foot Aquifer	602	Unknown	Unknown	Unknown	Unknown	shaped charges
C	1965	14S/02E-22L01	12/20/90	Reverse rotary	400-Foot Aquifer	680	420-450, 480-530, 580-680	400	Steel	16	shaped charges
C	2307	14S/02E-22B01	12/12/91	Reverse rotary	400-Foot Aquifer	670	410-440, 450-540, 580-620, 630-670	385	Steel	30, 16	shaped charges
C	2419	14S/02E-09N02	8/2/1995	Cable tool	400-Foot Aquifer	636	408-426, 472-494, 602-622	249	Steel	16	shaped charges
C	2662	14S/02E-15K01	3/14/1979	Reverse rotary	400-Foot Aquifer	600	300-600	300	Steel	16	shaped charges
C	2698	14S/02E-04G02	8/20/1996	Rotary	400-Foot Aquifer	620	370-520, 560-610	360	Steel	34, 22	shaped charges
C	2718	14S/02E-17B03	6/18/1996	Rotary	400-Foot Aquifer	615	330-410, 440-540, 560-600	330	Steel	34, 22	shaped charges
C	14490	14S/02E-14N01	3/24/53	Unknown	400-Foot Aquifer	304	Unknown	Unknown	Unknown	Unknown	shaped charges
C	21655	14S/02E-20B03	6/26/1997	Reverse rotary	Deep Aquifers	825	670-730, 785-805	650	Steel	22	shaped charges
C	22833	14S/02E-03P01	1/31/2006	Cable tool	400-Foot Aquifer	614	478-490, 512-522, 586-602	338	Steel	24, 20, 16	shaped charges
D	1046	14S/02E-12B01	11/24/1947	Cable tool	400-Foot Aquifer	672	315-325, 515-580	None	Unknown	14	mechanical perforator
D	1163	14S/02E-12N51	7/18/1989	Cable tool	400-Foot Aquifer	628	502-562, 583-597	52	Steel	18, 14	mechanical perforator
D	2536	14S/02E-01G50	6/17/1974	Cable tool	400-Foot Aquifer	598	225-580	52	Steel	12	mechanical perforator

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
D	14326	14S/02E-02E02	11/21/1961	Cable tool	400-Foot Aquifer	532	223-527	None	Steel	12	mechanical perforator
D	43	14S/02E-14A01	6/10/1993	Cable tool	400-Foot Aquifer	602	472-506, 536-550	300	Steel	16, 20, 24	shaped charges
D	249	14S/02E-11H02	1/1/1950	Unknown	400-Foot Aquifer	400	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1047	14S/02E-11H01	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	1636	14S/02E-12L02	5/31/1978	Rotary	400-Foot Aquifer	590	435-445, 470-510, 510-520, 520-580	50	Steel	26, 14, 12	shaped charges
D	1707	14S/02E-12Q01	1/1/1938	Unknown	400-Foot Aquifer	619	273-280, 288-292	Unknown	Unknown	16	shaped charges
D	2686	14S/02E-14B50	5/2/1995	Reverse rotary	400-Foot Aquifer	750	420-570, 660-750	410	Steel	16	shaped charges
D	2692	14S/02E-03H02	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
D	2693	14S/02E-02C02	10/1/1945	Unknown	400-Foot Aquifer	575	Unknown	Unknown	Unknown	Unknown	shaped charges
E	989	14S/02E-26J50	4/20/1965	Cable tool	400-Foot Aquifer	516	390-500	78	Steel	14	mechanical perforator
E	1861	14S/02E-27G03	4/18/1973	Cable tool	400-Foot Aquifer	495	276-320, 362-368	60	Steel	16	mechanical perforator
E	444	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	801	Unknown	Unknown	Reverse rotary	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges

Group	Facility Code	State Well ID	Well Construction Date	Well Construction Method	Aquifer Unit	Well Depth (feet)	Screened Interval(s) (feet-bgs)	Annular Seal Depth (feet)	Well Casing Material	Well Casing Diameter (inches)	Suggested Well Destruction Method
E	1160	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1213	14S/02E-27J01	Unknown	Cable tool	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	shaped charges
E	1393	14S/02E-27G50	8/9/1991	Cable tool	400-Foot Aquifer	624	454-462, 484-490, 493-504, 518-524, 558-564, 576-612	320	Steel	24, 20, 16	shaped charges
E	1855	14S/02E-28J50	4/15/1988	Cable tool	180-Foot and 400-Foot Aquifers	510	264-293, 370-380, 412-420, 436-444, 450-482	52	Unknown	16	shaped charges
E	1864	14S/02E-34C01	Unknown	Unknown	400-Foot Aquifer	Unknown	Unknown	Unknown	Unknown	16	shaped charges

EXHIBIT D

Technical Specifications for GraniteRock Ready Mix #00-3-105



Phone: (831) 768-2319 | Fax: (831) 768-2403

Concrete Mix Design Submittal



Malcolm Baldrige National Quality Award Winner 1992

Date: 08/06/2020

Alt. Note: RECOVER for 10 hour Slump Retention

No. 20-001603

Mix Code: 003105

Description: SAND SLURRY 10.5 SK WELL SEAL

Plant: SALINAS

		Design	Tolerance
Customer	MONTEREY COUNTY WATER RESOURCES		
Project Name	CSIP 2019 WELL DESTRUCTION PROJECT	Air Content	3
Project Address	VARIOUS LOCATIONS	Slump	10
	SALINAS, CA	Design Strength	N/S psi
		Sack Content	10.5 Sack
Usage/ Placement	Well Seal Slurry for Blasting	W/C Ratio	0.41

This mix is designed in accordance with the specification requirements of ACI 318, 301, 211 or Caltrans standards. This mix also meets the requirements of Part II Section 1905A.3 of the California Building Code (CBC) Title 24. It will be batched in accordance with ASTM C-94. All ingredients conform to ASTM C-150, ASTM C-989, ASTM C-618, ASTM C-33, ASTM C-494 and/or ASTM C-260. In compliance with ASTM C-94 Section 4.6, please instruct the project laboratory of record to include Graniterock on the e-mail distribution list for all compressive strength test results for this mix. Please forward all test reports to kredmon@graniterock.com.

Material Type	Description	Source Supplier	ASTM	Design Quantity	Batch Quantity	Specific Gravity	Volume
Cement	CEMENT TYPE II-V	Lehigh Cement-Type II/V Cement	C150	987 lb	987 lb	3.15	5.02
Fine Aggregate	GRANITE SAND	Graniterock-Wilson Quarry	C33	2494 lb	2494 lb	2.71	14.75
Water	WATER	Municipal Water-Salinas	C1602	400 lb	400 lb	1.00	6.42
Admixture	RECOVER	W. R. Grace Company-Recover	C494	7.5 /cwt	74 lb	-	-
				Air Content		-	0.81
				Yield	3881 lb	-	27.00

Notes:

Intended for use in Well Seal Slurry for Blasting

RECOVER dosage may be adjusted between 7.5 ozs/cwt to 12 ozs/cwt as needed at contractor request.

NOTE: The higher the RECOVER dosage utilized, the longer the set delay.

This mix design has been prepared based upon job requirements communicated by our customer. Unless specifically provided in the mix design, the concrete has not been designed for use in special conditions, including high sulfate soils or corrosive environments or for applications requiring the concrete to serve as a water or vapor barrier. If the specifications or site conditions require special strengths, cement types, water/cement ratios, admixtures, or other special characteristics of the concrete mix, please contact your Graniterock representative. This concrete may be made with recycled concrete materials, including reclaimed aggregate and water, unless prohibited by applicable specification or law. It is the customer's responsibility to inform Graniterock if recycled concrete materials are not permitted per the project specifications. This letter constitutes notice that we shall deem a lack of response to this submittal prior to the first pour on this project to constitute an acceptance of this submittal. Graniterock strongly recommends that this mix design be submitted to the owner and/or project design professional to ensure compatibility with project requirements. It is the customer's responsibility to notify Graniterock if this concrete will be delivered to a public works project or its delivery will be otherwise subject to the prevailing wage provisions of AB219, and the customer will be liable for all costs, fees and penalties arising from its failure to do so.



Concrete Mix Design Submittal

Date : 08/06/2020

No. 20--001603

Version 1

Mix Code : 003105


Description : RECOVER for 10 hour Slump Retention

Sieve Size	Fine 20/2010 % Passing	Combined % Passing	Min % Passing	Max % Passing
2"	100.0	100.0		
1-1/2"	100.0	100.0		
1"	100.0	100.0		
3/4"	100.0	100.0		
1/2"	100.0	100.0		
3/8"	100.0	100.0		
No. 4	100.0	100.0		
No. 8	86.0	86.0		
No. 16	57.0	57.0		
No. 30	34.0	34.0		
No. 50	16.0	16.0		
No. 100	5.0	5.0		
No. 200	2.7	2.7		

	Fine 20/2010	Combined
DRUWlb/ft ³		
% Agg	100.0	
% Fine Agg	100.0	
SG	2.71	
FM	3.02	3.02


Prepared By :

Katha Redmon Director, Concrete Products



LEHIGH
HEIDELBERGCEMENT Group

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TERMINAL LOCATION
Lehigh Southwest Cement Co.
Stockton Terminal
205 Port Road 1
Stockton, CA 95203
(209) 465 1921

CEMENT TEST REPORT


Cement: Vissai Type II-V, Low Alkali; ASTM C 150
Production Period: January 2020

Report Date: 3/17/2020

STANDARD CHEMICAL REQUIREMENTS ASTM C 114	TEST RESULTS	ASTM C 150-09 SPECIFICATIONS	
		TYPE II	TYPE V
Silicon Dioxide (SiO ₂), %	19.9	20.0 Min	—
Aluminum Oxide (Al ₂ O ₃), %	4.6	6.0 Max	—
Ferric Oxide (Fe ₂ O ₃), %	3.4	6.0 Max	—
Calcium Oxide (CaO), %	64.9	—	—
Magnesium Oxide (MgO), %	3.0	6.0 Max	6.0 Max
Sulfur Trioxide (SO ₃), % ^{Note B}	2.2	3.0 Max	2.3 Max
Loss on Ignition (LOI), %	2.0	3.0 Max	3.0 Max
Insoluble Residue, %	0.29	0.75 Max	0.75 Max
Alkalies (Na ₂ O equivalent), %	0.60	0.60 Max	0.60 Max
Tricalcium Silicate (C ₃ S), % *	66	—	—
Dicalcium Silicate (C ₂ S), % *	7	—	—
Tricalcium Aluminate (C ₃ A), % ^{*, Note D}	6	8 Max	5 Max
Tetracalcium Aluminoferrite (C ₄ AF), % *	10	—	—
2 (C ₃ A) + C ₄ AF, %	23	—	25 Max

PHYSICAL REQUIREMENTS			
(ASTM C 1038) Expansion @ 14 days, %	0.009	0.020 Max	0.020 Max
(ASTM C 452) Expansion @ 14 days, % ^{Note D}	0.032	—	0.040 Max
(ASTM C 430) -325 Mesh, %	96.6	—	—
(ASTM C 204) Blaine, m ² /kg	375	280 Min	280 Min
(ASTM C 114) Limestone, max, % ^{Note C}	2.3	5 Max	5 Max
(ASTM C 114) Limestone, %CaCO ₃	97.6	—	—
(ASTM C 114) Cement, %CO ₂	1.00	—	—
(ASTM C 191) Time of Setting - Initial (Vicat)	123	45 Min	45 Min
(ASTM C 191) Time of Setting - Final (Vicat)	223	375 Max	375 Max
(ASTM C 451) False Set, %	73	50 Min	50 Min
(ASTM C 185) Air Content, %	6.5	12 Max	12 Max
(ASTM C 151) Autoclave Expansion, %	0.03	0.80 Max	0.80 Max
(ASTM C 187) Normal Consistency, %	24.2	—	—
(ASTM C 109) Compressive Strength, psi (MPa)			
1 Day	2378 (16.4)	—	—
3 Day	4384 (30.2)	1500 (10.3) Min	1160 (8.0) Min
7 Day	5046 (34.8)	2500 (17.2) Min	2180 (15.0) Min
28 Day	6529 (45)	—	3050 (21.0) Min

This cement meets the requirements of specification:



Harvey Ortiz
Quality Control Manager

ASTM C150 Type II-V, Low Alkali
* Adjusted per ASTM C-150 Section A1.6
Caltrans Section 90-1.02B(2) Cement
ASTM C 1157 Portland Cement Type HS
AASHTO Practice R18 accredited laboratory

Samples Received by Lance Law/Gregg Laam in OK condition

Applicable ASTM C 150 Notes:

Note B: There are cases where the optimum SO₃ (using Test Method C563) for a particular cement is close to or in excess of the limit in this specification. In such cases where properties of a cement can be improved by exceeding the SO₃ limit stated in this table it is permissible to exceed the values in the table, provided it has been demonstrated by Test Method C1038 that the cement with the increased SO₃ will not develop expansion in water exceeding 0.020% at 14 days. When the manufacturer supplies cement under this provision, he shall, upon request, supply supporting data to the purchaser.

Note C: Limestone addition as per C 150-09 Item 5.1.3

Note D: ASTM C 150 Table 4 for "Optional Physical Requirements" can use ASTM C 452 "Expansion of Mortars Exposed to Sulfate" to qualify instead of chemistry (C3A)

Report shall not be reproduced, except in full, without the prior written approval of Lehigh Southwest Cement Co

ATTACHMENT A
Price Schedule

Please include pricing schedule / rate sheet.

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible for, or required to verify, the accuracy of any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business that falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference that desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

Select that which is applicable to your business entity (at least one for a business to be considered local):

☐ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and

☐ It employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and

☐ Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; or

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any):

Business Address:

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

SIGNATURE PAGE

MONTEREY COUNTY WATER RESOURCES AGENCY

RFP #21-001
ISSUE DATE: May 18, 2021



RFP TITLE: Well Destruction for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* Project

PROPOSALS ARE DUE TO THE AGENCY BY
3:00 P.M., LOCAL TIME, ON THURSDAY, JUNE 17, 2021

MAILING ADDRESS:
MONTEREY COUNTY
WATER RESOURCES AGENCY
1441 SCHILLING PLACE, NORTH BLDG
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Tamara Voss, vosstl@co.monterey.ca.us, (831) 755-8914

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 2 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

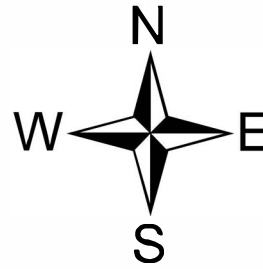
City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

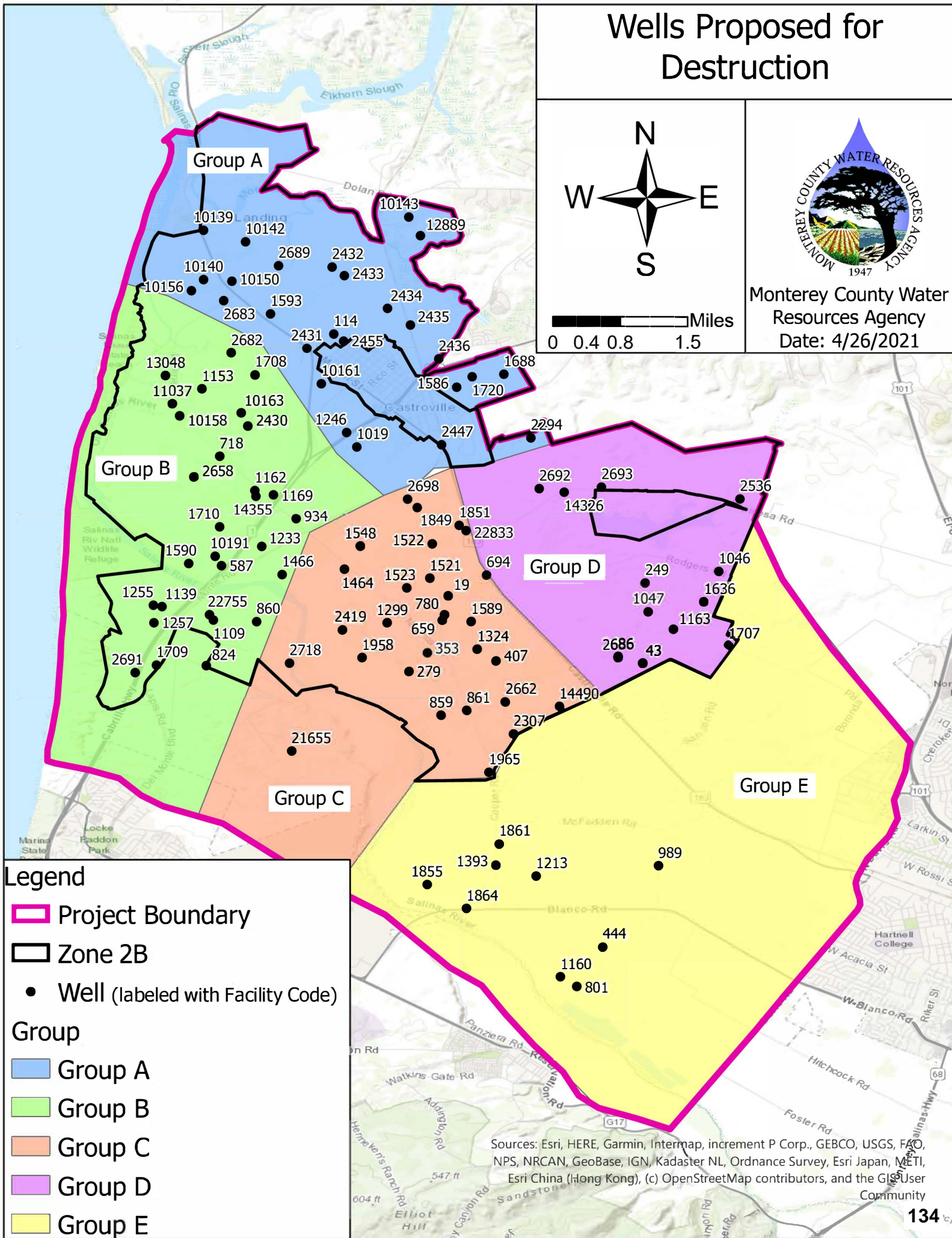
Wells Proposed for Destruction



0 0.4 0.8 1.5 Miles



Monterey County Water Resources Agency
Date: 4/26/2021



Legend

Project Boundary

Zone 2B

Well (labeled with Facility Code)

Group

Group A

Group B

Group C

Group D

Group E

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

RFP #21-001 Summary of Bids by Well Group and VendorMCWRA – Well Destruction Services for the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project

Vendor	Well Group A (26 wells)	Well Group B (29 wells)	Well Group C (29 wells)	Well Group D (12 wells)	Well Group E (9 wells)
	Bid	Bid	Bid	Bid	Bid
Yellow Jacket Drilling Services	\$1,456,000	No bid	\$1,595,000	\$732,000	\$603,000
Maggiora Bros. Drilling, Inc.	\$1,363,388	\$1,520,702	\$1,520,702	\$629,256	\$471,942
Pacific Coast Well Drilling	\$1,330,834	\$1,610,925	\$1,474,857	\$617,318	\$484,264
Eaton Pumps	\$1,468,290	\$1,738,612	\$1,762,881	\$759,322	\$540,748
Zim Industries	\$1,649,200	\$1,876,400	\$2,128,300	\$781,300	\$609,150
Nor Cal Pump and Well Drilling	\$2,633,713	\$2,734,058	\$2,491,941	\$1,917,552 (groups D and E)	

AGREEMENT

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California

THIS AGREEMENT (hereinafter, the “AGREEMENT”), is made and entered into by and between the MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter, the “AGENCY”), and **Maggiore Bros. Drilling, Inc.** (hereinafter the “CONTRACTOR”).

RECITALS:

1. The AGENCY solicited request for proposals for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California; and,
2. CONTRACTOR submitted the lowest responsive and responsible proposal to complete destruction of wells in Groups B and E for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California.

ARTICLE 1: SCOPE OF WORK

- 1.1 The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to perform well destruction work and complete in a good, expeditious, workmanlike, and substantial manner, the project: Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E), Monterey County, California (hereinafter the “Project”).
- 1.2 All work shall be completed in strict conformance with this AGREEMENT, the plans, specifications, and working details set forth in contract documents listed below, incorporated herein by this reference and attached hereto as Exhibits, and to the satisfaction of Agency:

Exhibit A: Contract Documents Part 1 – Request for Proposal, Bid Bond Forms, and Proposal.

Exhibit B: Contract Documents Part 2 – Technical Specifications and Attachments.

Exhibit C: Completed CONTRACTOR’s Payment and Performance Bonds.

Exhibit D: CONTRACTOR’s Certificate(s) of Insurance.

Exhibit E: CONTRACTOR’s Additional Insured Insurance Policy Endorsements.

- 1.3 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

Permits from other agencies as may be required by law govern over Change Orders,
Change Orders govern over this AGREEMENT,
AGREEMENT governs over Bid Addenda,
Bid Addenda govern over CONTRACTOR's proposal,
CONTRACTOR's proposal governs over Bid Form,
Bid Form governs over Technical Specifications,
Technical Specifications govern over Drawings,
Drawings govern over Referenced Standard Specifications.

With respect to the Drawings, the order of precedence is as follows:

Figures govern over scaled dimensions,
Detail drawings govern over general drawings,
Addenda/change order drawings govern over Contract drawings,
Contract drawings govern over standard drawings.

ARTICLE 2: TIME FOR START AND COMPLETION

- 2.1** This AGREEMENT commences on the date mentioned on the Notice to Proceed.
- 2.2** Status Check: Six (6) months after the Notice to Proceed, the AGENCY will perform a Status Check to evaluate the CONTRACTOR's performance.

2.3 Substantial Completion:

2.3.1 Substantial Completion Defined:

Substantial Completion is defined as completion of all work except demobilization and final clean-up, as follows:

Before final acceptance of the WORK, all grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by CONTRACTOR of all rubbish, excess materials, temporary structures, and equipment used in the WORK; and all parts of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by November 18, 2022.

2.4 Final Completion:

2.4.1 Final Completion Defined:

Final Completion is defined as completion of all required work under this AGREEMENT.

2.4.2 Final Completion Date:

CONTRACTOR shall achieve Final Completion within fifteen (15) calendar days after the date of Substantial Completion.

2.5 Weekly Progress Meetings:

CONTRACTOR's project representative shall meet weekly with AGENCY, or AGENCY's designated representative, to report on progress of the work, schedule for upcoming work and coordinate activities between the parties as needed.

2.6 Notices of Completion:

CONTRACTOR shall give reasonable notice to AGENCY as to when Substantial Completion and Final Completion are anticipated and CONTRACTOR and AGENCY shall inspect the work.

AGENCY shall notify CONTRACTOR in writing of any incomplete or deficient work and CONTRACTOR shall complete such work or remedy such deficiencies. AGENCY shall not unreasonably withhold inspection of or certification of Substantial Completion or Final Completion. Upon final Completion, the AGENCY shall file a Notice of Completion with the Monterey County Recorder.

ARTICLE 3: CONTRACT PRICE

- 3.1** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a lump sum basis per completed bid item, except for those items described in Article 3, Section 3.2, in accordance with the terms contained in the "Contractor Bid – 6/28/2021" for well groups B and E attached hereto, up to a total amount of **\$1,992,644**.
- 3.2** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a unit price basis per completed bid item for "Clean out by Drill Rig" and "Grouting" bid items in accordance with the terms contained in the "Contractor Bid – 6/28/2021" for well groups B and E attached hereto. If "Clean out by Drill Rig" is required, CONTRACTOR shall notify and obtain approval from AGENCY in advance of beginning the task. If "Grouting" in excess of the twenty-five (25) cubic yards included in the bid item is required, CONTRACTOR shall be paid for the actual quantity of materials used for the work and such quantities must be supported by field measurements and receipts verified by AGENCY.
- 3.3** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would be given certain wells to destroy that are not in groups B and E and, if the Option is exercised, the work assigned under the Option would be completed at the cost presented in the CONTRACTOR's original proposal. If the AGENCY exercises the Option, the Parties will do so via written Change Order.
- 3.4** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would forego destruction of certain wells in well groups B and E and, if the Option is exercised, the work taken away under the Option would be reduced from the total

AGREEMENT price. If the AGENCY exercises the Option, the Parties will do so via written Change Order.

- 3.5 Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in Article 4 below.
- 3.6 Retention of five percent (5%) of each approved progress payment will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR.
- 3.7 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.
- 3.8 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from AGENCY via written Change Order.

ARTICLE 4: CHANGE ORDERS

- 4.1 **Change Order:** “Change Order” means a written modification of the AGREEMENT between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.
- 4.2 **Change Order Proposal:** “Change Order Proposal” means a CONTRACTOR-generated document in response to a Change Order Request (COR).
- 4.3 **Change Order Request:** “Change Order Request” (COR) means a document which informs the CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.
- 4.4 **Change Orders:** The AGENCY, without invalidating the AGREEMENT, may order changes in the work within the general scope of the AGREEMENT consisting of additions, deletions, or other revisions. The AGREEMENT shall be adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the AGREEMENT documents. The AGREEMENT sum may be changed only by change order.

The amount to be paid to the CONTRACTOR pursuant to the AGREEMENT shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if the CONTRACTOR should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the CONTRACTOR of any claim for an increase in the Contract Sum on account thereof. Upon receipt of a written Change Order, the CONTRACTOR shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the contract sum has not yet been determined. All Changes in the Work shall be performed in accordance with the AGREEMENT.

4.5 Method to Calculate Adjustments in Contract Price:

Determination of the method to be used to calculate adjustments in the AGREEMENT Price shall be at the sole discretion of the AGENCY. The use by the CONTRACTOR of the Total Cost Method (calculating the total sum of expenses incurred on the project, less amounts paid,

marked up by overhead and profit) of pricing changes and claims is expressly prohibited (provided however, the AGENCY may use a “make whole” analysis to determine the reasonableness of the CONTRACTOR’s claim). One of the following methods shall be used:

- A. Unit Price Method;
- B. Firm Fixed Price Method (also known as Lump Sum); or
- C. Time and Materials Method.

4.5.1 Unit Price Method:

1. Whenever AGENCY or its representative authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY’s authorization shall clearly state the:
 - a. Scope of Work to be performed;
 - b. Applicable Unit Price; and
 - c. Not to exceed amount of reimbursement as established by the AGENCY.
2. The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit.
3. CONTRACTOR shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by AGENCY.

4.5.2 Firm Fixed Price Method:

1. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as the total compensation for the performance of changed work.
2. Any adjustments to the AGREEMENT Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit.
3. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Total Fixed Price payment for performing such work.

4.5.3 Time and Materials Method:

1. Whenever the AGENCY authorizes the CONTRACTOR to perform Work on a Time and Materials basis, AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Not to exceed amount of reimbursement as established by the AGENCY.
2. CONTRACTOR shall:
 - a. Cooperate with AGENCY and assist in monitoring the Work being performed;

- b. The CONTRACTOR's and subcontractors' labor hours, materials, and equipment charged to work under the Time and Materials Method shall be substantiated by detailed time cards or logs completed on a daily basis before the close of business each working day. The CONTRACTOR shall initial each time card and/or log at the close of each working day. Records of the CONTRACTOR and subcontractors pertaining to work paid for on a Time and Material method shall be maintained and available for inspection as requested by the AGENCY or its representatives;
 - c. Perform all work in accordance with this provision as efficiently as possible; and
 - d. Not exceed any cost limit(s) without AGENCY's prior written approval.
3. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR's requested price adjustment.

4.6 Unallowable Costs:

No change in the Contract Price shall be allowed to the extent (1) CONTRACTOR's changed cost of performance is due to the fault, acts, or omissions of CONTRACTOR, or anyone for whose acts or omissions CONTRACTOR is responsible; (2) the change is concurrently caused by CONTRACTOR and AGENCY; or (3) the change is caused by an act of *Force Majeure*.

The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to, unallowable costs. Unallowable costs include, but are not limited to: (1) interest or attorney's fees of any type other than those mandated by California statutes; (2) claim preparation or filing costs; (3) the cost of preparing or reviewing Change Proposals or Requests for Change Orders; (4) lost profits, lost income or earnings; (5) rescheduling costs; (6) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work and is not scheduled to be used at the Site; (7) lost earnings or interest on unpaid retention; (8) claims consulting costs; (9) the costs of corporate officers or staff visiting the Site or participating in meetings with the AGENCY; (10) any compensation due to the fluctuation of foreign currency conversions or exchange rates; (11) loss of other business; and (12) any other special, consequential, or incidental damages incurred by the CONTRACTOR or subcontractors.

4.7 Signatures on Change Orders:

A change order shall be in writing and shall be signed by the AGENCY's General Manager, or his or her designee. Except as otherwise provided herein, the change order shall also be signed by the CONTRACTOR in order to be effective, indicating the CONTRACTOR's consent to the changes made.

4.8 Changes Requiring an Increase in Contract Sum:

- 4.8.1 If the AGENCY elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a lump sum proposal shall not be deemed an election by the AGENCY to have the Change in the Work performed on a lump sum basis.
- 4.8.2 If the AGENCY elects to have the Change in the work performed on a unit-cost basis, its election shall be based on a unit price proposal which shall be submitted by the

CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a unit price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a unit price basis.

- 4.8.3 If the AGENCY elects to have the Change in the work performed on a time and material basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by the CONTRACTOR within five (5) workdays of the AGENCY's request, but the AGENCY's request for a time and materials price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a time and materials basis.
- 4.8.4 Nothing herein contained shall preclude the AGENCY from requesting a lump sum proposal, a unit price proposal, and a time and materials price proposal, or any two of those, with respect to the same Change in the Work, in which event, the CONTRACTOR shall submit all proposals requested.
- 4.8.5 Until such time as the AGENCY makes its election under this paragraph, the CONTRACTOR shall submit daily time and material tickets to the AGENCY as required under subparagraph 4.8.3, which shall be subject to authentication as therein provided. At such time as the AGENCY makes its election under this paragraph, an appropriate Change Order will be issued; provided however, that until such time, the AGENCY shall pay to the CONTRACTOR up to the AGENCY's reasonable estimated value of the Change in the Work.

4.9 Changes Requiring a Decrease in Contract Sum:

If the Change in the Work will result in a decrease in the contract sum, the AGENCY may request a quotation by the CONTRACTOR of the amount of such decrease for use in preparing a Change Order. The CONTRACTOR's quotation shall be forwarded to the AGENCY within five (5) days of the AGENCY's request and, if acceptable to the AGENCY, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the work, as determined by the AGENCY in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

4.10 Disputes Regarding Changes:

If any dispute should arise between the parties with respect to an increase or decrease in the AGREEMENT Sum or an expansion or contraction in the contract time as a result of a Change in the Work, the CONTRACTOR shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the AGENCY in writing. The AGENCY shall, however, pay to the CONTRACTOR up to the AGENCY's reasonable estimate of the value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the AGREEMENT Sum; and the AGENCY shall have the right to decrease the AGREEMENT Sum to the AGENCY's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the contract sum.

4.11 Limitations:

Except as expressly provided by this Section, there shall be no change whatsoever in the plans and specifications and in the work. CONTRACTOR shall not vary the work, the AGREEMENT documents, or change, add to or omit any element, component part, or portion of the work without the express written consent of AGENCY's Project Manager contained in an executed change order or field order as herein provided. AGENCY shall not be liable for the cost for any extra work or any substitutions, changes, additions, omissions, or deviations from the plans and specifications unless the same have been authorized by and the cost thereof approved in writing by change order. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension shall be made at the time changes in the work are ordered and such duly adjusted in writing by AGENCY. CONTRACTOR recognizes and acknowledges that timely completion of the work is paramount and that its duty is to proceed with the work in accordance with the AGREEMENT, notwithstanding any request for change in the work, to the extent that proceeding is reasonable and feasible under the circumstances.

ARTICLE 5: WARRANTIES

- 5.1** CONTRACTOR shall warrant the work performed under this AGREEMENT against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of Substantial Completion.
- 5.2** CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the AGENCY, or immediate family of an employee of the AGENCY.
- 5.3** CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.4** CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. Any person in the employ of the CONTRACTOR whom the AGENCY may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on it except with the written consent of the AGENCY.

ARTICLE 6: INDEMNIFICATION

- 6.1** CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses

arise out of the sole negligence or willful misconduct of AGENCY. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

ARTICLE 7: INVOICES AND PURCHASE ORDERS

7.1 Invoice amounts shall be billed directly to the AGENCY, and delivered to:

ATTN: Tamara Voss
Monterey County Water Resources Agency
Street Address: 1441 Schilling Place – North Building, Salinas, CA 93901
Mail Address: P.O. Box 930, Salinas, CA 93902

7.2 CONTRACTOR shall reference the Project Name and contract number on all invoices submitted to AGENCY. CONTRACTOR shall submit such invoices monthly or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed as called for in the Bid Form and such other information pertinent to the invoice. AGENCY shall certify the invoice, either in the requested amount or in such other amount as AGENCY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to AGENCY Auditor-Controller for payment. AGENCY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.3 Unauthorized Surcharges or Fees:

Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by AGENCY. Surcharges and additional fees not included in the AGREEMENT must be approved by AGENCY in writing via Change Order.

ARTICLE 8: BOND REQUIREMENTS

The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount one hundred percent (100%) of the contract total price as security for the faithful performance and payment of all CONTRACTOR’s obligations under the AGREEMENT. These Bonds shall remain in effect until the bonded obligations are satisfied in full, provided that if any lawsuit is filed to enforce such obligations the bonds shall remain in effect until said lawsuit is finally resolved and any judgment satisfied, except as otherwise provided by law or regulation.

ARTICLE 9: INSURANCE

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

- 9.1.2 This verification of coverage shall be sent to the AGENCY. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by AGENCY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 9.1.3 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the AGENCY.

9.2 Insurance Coverage Requirements:

- 9.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 9.2.2 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate.
- 9.2.3 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.2.4 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

9.3 Other Insurance Requirements:

- 9.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to AGENCY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 9.3.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for

CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

9.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, its officers, agents, and employees as an Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance maintained by the AGENCY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

9.3.4 Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with the AGENCY's contract administrator, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new, or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

9.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by AGENCY, annual certificates to the AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate this AGREEMENT immediately.

ARTICLE 10: OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

10.1 Independent CONTRACTOR:

CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of the AGENCY, nor immediate family of an employee of the AGENCY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage:

CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty percent (50%) of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

ARTICLE 11: SAFETY

11.1 CONTRACTOR's Responsibility for Safety:

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (a) All employees on the work and all other persons who may be affected thereby;
- (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the CONTRACTOR or any subcontractor; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 Compliance with Safety Requirements:

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

11.3 Trench Safety:

For all trenches to be made in connection with the work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. If such plan varies from the shoring system standards, a registered civil or structural engineer shall prepare the plan. The plan shall be reviewed, and must receive approval as adequate to protect worker safety, by the AGENCY or by a registered civil or structural engineer employed by the AGENCY, in advance of excavation. The shoring, sloping, or protective system must be at least as effective as that required by the Construction Safety Orders. (See California Labor Code section 6705.)

11.4 Hazardous Substances:

The term "hazardous substance" means any substance on the list of hazardous substances established by the Director of Industrial Relations pursuant to the California Labor Code Section 6382, which includes asbestos, lead, toxic chemicals, contaminants, any substance designated by the Environmental Protection Agency as a hazardous substance, and other pollutants and contaminants.

11.4.1 If CONTRACTOR encounters on the property any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, i.e., not potentially hazardous to human health, CONTRACTOR shall immediately stop work in the area affected and report the condition to the AGENCY's Project Manager in writing.

11.4.2 Neither the CONTRACTOR nor any subcontractor shall cause or permit any Hazardous Substance to be brought upon the property or used in the work without the prior written consent of the AGENCY. CONTRACTOR and each subcontractor shall comply with all laws regarding the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the property by CONTRACTOR, its subcontractors, and/or their personnel.

11.4.3 Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance in any of Hazardous Substances shall only be performed by the CONTRACTOR or any subcontractor licensed and certified to perform the work. Any hazardous substance abatement or remediation work will be performed in such a way that is legally consistent with the recommendations of the AGENCY, other appropriate governmental agencies, and all applicable laws.

11.4.4 If there is a Hazardous Substance on the property, CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fences, and covered walkways required to protect the health and safety of passersby as required by this Agreement, prudent construction practices, and all applicable laws.

11.5 CONTRACTOR's Safety Monitoring:

The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the AGENCY.

11.6 Unsafe Loading:

The CONTRACTOR shall not load or permit any part of the work to be loaded so as to endanger its safety.

11.7 Emergencies:

In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in Article 4 for changes in the work.

11.8 Accidents:

CONTRACTOR shall promptly report in writing to the AGENCY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or off the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR shall report the accident immediately to the Project Manager by telephone or messenger. CONTRACTOR shall thereafter promptly report the facts in writing to the AGENCY giving full details of the accident.

ARTICLE 12: SUBCONTRACTORS

12.1 No Contractual Relationship between AGENCY and Subcontractors:

Nothing contained in the AGREEMENT shall create any contractual relation between the AGENCY and any subcontractor.

12.2 Work Performed by Subcontractors; Substitutions:

Subcontracted work shall be performed only by the subcontractors identified in CONTRACTOR's bid documents. Substitution of subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq. Subcontractors are to be registered with the California Division of Industrial Relations.

12.3 Contracts with Subcontractors:

All work performed for the CONTRACTOR by a subcontractor shall be pursuant to a written agreement between the CONTRACTOR and the subcontractor (and where appropriate, between subcontractors and sub-subcontractors). All such agreements shall require performance by the subcontractors in conformity with the terms of this contract, and shall include all the terms of this contract, which are applicable to subcontractors.

12.4 Payments to Subcontractors:

12.4.1 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the AGENCY, any amount equal to the percentage of completion allowed to the CONTRACTOR on account of such subcontractor's work, less the percentage retained from payments to the CONTRACTOR. The CONTRACTOR shall also require each subcontractor to make similar payments to his subcontractors. The AGENCY shall have the right, but not the obligation, to issue payment by joint checks payable to the order of CONTRACTOR and any of its subcontractors.

12.4.2 If the AGENCY fails to issue a certificate for payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular subcontractor, the CONTRACTOR shall pay the subcontractor on demand, made at any time after the certificate for payment should otherwise have been issued, for ITS work to the extent completed, less the retained percentage.

12.4.3 The AGENCY shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law. All monies paid to CONTRACTOR hereunder shall immediately become and constitute a trust fund and shall be applied by CONTRACTOR for the benefit of all persons supplying labor, materials or equipment in connection with the work and shall not be diverted to any other purpose until the claims of such persons have been discharged.

12.5 Information Provided to Subcontractors:

The AGENCY'S Project Manager may, on request and at his or her discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such subcontractors.

12.6 CONTRACTOR's Responsibility for Work of Subcontractors:

CONTRACTOR shall be as fully responsible to AGENCY for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by the subcontractors, as it is for acts and omissions of persons directly employed by it.

ARTICLE 13: LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE AGENCY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE AGENCY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE AGENCY THE SUM OF **TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) PER DAY** FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE AGENCY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 14: RECORDS AND CONFIDENTIALITY

14.1 Confidentiality:

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the AGENCY or prepared in connection with the performance of this AGREEMENT, unless AGENCY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to AGENCY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

14.2 AGENCY Records:

When this AGREEMENT expires or terminates, CONTRACTOR shall return to AGENCY any AGENCY records which CONTRACTOR used or received from AGENCY to perform services under this AGREEMENT.

14.3 Maintenance of Records:

CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and AGENCY rules and regulations related to services performed under this AGREEMENT.

14.4 Access to and Audit of Records:

AGENCY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of AGENCY or as part of any audit of AGENCY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three (3) years after final payment under the AGREEMENT.

ARTICLE 15: CONFLICT OF INTEREST PROHIBITION

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

ARTICLE 16: COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

16.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of Services under this AGREEMENT, with the following exceptions to be procured by the AGENCY:

- Monterey County Health Department Well Destruction Permit pursuant to Monterey County Code Chapter 15.08.

16.2 CONTRACTOR shall report immediately to the AGENCY, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 16.3** All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

ARTICLE 17: EMPLOYMENT PRACTICES

17.1 Non-Discrimination in Employment Practices:

CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.

17.1.1. "Discrimination" Defined:

As used in this AGREEMENT, the term "discrimination" includes but is not limited to the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act or retaliation.

17.1.2. Application of Monterey County Code, Chapter 2.80:

The provisions of Monterey County Code Chapter 2.80, apply to activities conducted pursuant to this AGREEMENT. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the Owner within the meaning of Chapter 2.80, and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR, subcontractor(s), or any of their employees or agents against the Owner may be investigated and resolved using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees, agents and third parties, and shall provide a copy of such procedures to the AGENCY upon demand by the AGENCY.

17.1.3 Compliance with Laws:

During the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including but not limited to the following:

- (a) California Labor Code section 1735;
- (b) California Fair Employment and Housing Act, Government Code sections 12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, sections 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- (c) California Government Code sections 11135 - 11139.5 (Title 2, Div. 3, Part 1, Chap.1, Art. 9.5) and any applicable administrative regulations issued thereunder;

(d) Federal Civil Rights Acts of 1964 and 1991 (see especially Title VII, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(e) The Rehabilitation Act of 1973, sections 503 and 504 (29 USC sections 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(f) Americans With Disabilities Act of 1990 (P.L. 101- 336), as amended, 42 USC sections 12101 et seq., and 47 USC sections 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;

(g) Unruh Civil Rights Act, California Civil Code sections 51 et seq.; and

(h) Monterey County Code Chapter 2.80, as amended and procedures issued pursuant thereto.

18.1.4 Written Assurances:

Upon request by the AGENCY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and/or Executive Order 11246, as may be required by the federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable state or federal regulations.

17.1.5 Written Non-Discrimination Policy:

CONTRACTOR shall maintain a written statement of its non-discrimination policies, which shall be consistent with the terms of this AGREEMENT. Such statement shall be available to the AGENCY, CONTRACTOR's employees, and members of the public, upon request.

17.1.6 Access to Records by Government Agencies:

CONTRACTOR shall permit access by the AGENCY and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state agency providing funds for this AGREEMENT upon reasonable notice at any time during normal business hours, but in no case on less than 24-hour notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

17.1.7 Binding on Subcontractors:

The provisions of Article above shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this AGREEMENT.

17.2 Eight-hour Day, 40-Hour Week:

No work shall be performed by employees of CONTRACTORS in excess of eight (8) hours per day or forty (40) hours during any one week, unless such employees are compensated for all such excess hours at not less than one-and-one-half times the basic rate of pay, as provided in Labor Code section 1815. Holiday work when permitted by law shall also be compensated at not less than one-and-one-half times the basic rate of pay.

17.2.1 Penalties:

Pursuant to California Labor Code Section 1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code sections 1810-1815.

17.2.2 Approvals:

CONTRACTOR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent such compensation is approved in writing by AGENCY Project Manager in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit, unless agreed otherwise by AGENCY.

17.3 Prevailing Wages:

17.3.1 Prevailing Wage Rates Determined:

The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with California Labor Code (sections 1720, et seq.). Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the AGENCY offices located at 1441 Schilling Place, Salinas, California. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

17.3.2 Payment of Prevailing Wage Rates Required:

CONTRACTOR and all subcontractors performing work under this AGREEMENT shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code section 1771.

17.3.3 Penalties:

Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code section 1775.

17.4 Payroll Records:

17.4.1 Compliance with California Labor Code Section 1776:

CONTRACTOR and all subcontractors shall comply with California Labor Code section 1776, the requirements of which are set forth in this article. The CONTRACTOR shall be responsible for compliance with these provisions by his subcontractors.

17.4.2. Accurate Payroll Records Required:

CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.

17.4.3 Certification and Inspection of Payroll Records:

The payroll records enumerated under paragraph 17.4.2 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR or subcontractor on the following basis:

- (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available for inspection, or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR.

17.4.4 Filing of Records:

The CONTRACTOR and each subcontractor shall file a certified copy of the records enumerated in paragraph 17.4.2 with the entity that requested such records within ten (10) days after receipt of a written request.

17.4.5 Elimination of Personal Identification:

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or

furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 USC section 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

17.4.6 Notice to AGENCY Concerning Location of Records:

The CONTRACTOR and each subcontractor shall inform the AGENCY as to the location of the records enumerated under paragraph 17.4.2, including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.

17.4.7 Notice of Non-Compliance; Penalties:

In the event of non-compliance with the requirements of this section, the CONTRACTOR or subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR or subcontractor must comply with this section. Should non-compliance still be evident after such ten (10) day period, the CONTRACTOR or subcontractor shall, as a penalty to the AGENCY, forfeit twenty-five (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

ARTICLE 18: GENERAL TERMS AND CONDITIONS

18.1 Notice:

Notices required under this AGREEMENT shall be in writing and delivered personally or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give AGENCY prompt notice of any change of address. Unless changed according to these notice provisions, notices shall be addressed to:

TO AGENCY:

Attn: Tamara Voss
Monterey County Water Resources
Agency
P.O. Box 930
Salinas, CA 93902
Tel: (831) 755-4860
Fax: (831) 424-7935
Email: vosstl@co.monterey.ca.us

TO CONTRACTOR:

Attn:

Tel:

Fax:

Email:

“Notice” shall be included in the subject line. Notice by facsimile or electronic mail shall not constitute “Notice” under this section.

18.2 Governing Law:

This Agreement is made under and will in all respects be interpreted, enforced and governed by the laws of the State of California, without regard to that state's conflict of laws principles.

18.3 Amendment:

This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the Parties.

18.4 Non-Waiver:

No course of dealing between or among the Parties shall be deemed to affect, modify, amend or discharge any provision or term of this AGREEMENT. No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall operate as waiver hereof, and so single or partial exercise of any such right or remedy shall preclude other or future exercise thereof. This AGREEMENT is the result of good faith negotiations and compromise.

18.5 Controlling Jurisdiction:

18.5.1 Any dispute that arises under or relates to this AGREEMENT shall be resolved in the Superior Court of California in Monterey County, California.

18.5.2 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

18.5.3 The Parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

18.5.4 Amounts Not Paid Timely. Amounts not paid in a timely manner as required by this Article shall bear interest at seven percent (7%) per annum.

ARTICLE 19: OTHER PROVISIONS

19.1 In order to induce AGENCY to enter into this AGREEMENT, CONTRACTOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this AGREEMENT, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

19.2 CONTRACTOR shall not assign any portion of the AGREEMENT.

19.3 Should any part, term or provision of this AGREEMENT or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void

or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this AGREEMENT and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the AGREEMENT is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the AGREEMENT, that provision is deemed included in that portion).

- 19.4** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed will be kept by CONTRACTOR, as determined by Director of the State of California Department of Industrial Relations and shall be made available to any interested party on request. Pursuant to California Labor Code sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR shall comply with such provisions before commencing the performance of the AGREEMENT.
- 19.7** AGENCY shall have the right to review all phases of CONTRACTOR's plans to perform the work under this AGREEMENT.

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

MONTEREY COUNTY
WATER RESOURCES AGENCY

CONTRACTOR

NAME: _____

Brent Buche
General Manager

Signed *

Print Name

Date

Title

Date

Signed *

Print Name

Title

Date

* If CONTRACTOR is a corporation (including limited liability and non-profit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

Senior Deputy County Counsel

Date

Risk Management

Date

Auditor-Controller’s Office

Date

County Administrative Office

Date

AGREEMENT

Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D), Monterey County, California

THIS AGREEMENT (hereinafter, the “AGREEMENT”), is made and entered into by and between the MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter, the “AGENCY”), and **Pacific Coast Well Drilling, Inc. DBA Precision Hydro** (hereinafter the “CONTRACTOR”).

RECITALS:

1. The AGENCY solicited request for proposals for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California; and
2. CONTRACTOR submitted the lowest responsive and responsible proposal to complete destruction of wells in Groups A, C, and D for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project, Monterey County, California.

ARTICLE 1: SCOPE OF WORK

- 1.1 The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to perform well destruction work, and complete in a good, expeditious, workmanlike, and substantial manner, the project: Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D), Monterey County, California (hereinafter the “Project”).
- 1.2 All work shall be completed in strict conformance with this AGREEMENT, the plans, specifications, and working details set forth in contract documents listed below, incorporated herein by this reference and attached hereto as Exhibits, and to the satisfaction of Agency:
 - Exhibit A: Contract Documents Part 1 – Request for Proposal, Bid Bond Forms, and Proposal.
 - Exhibit B: Contract Documents Part 2 – Technical Specifications and Attachments.
 - Exhibit C: Completed CONTRACTOR’s Payment and Performance Bonds.
 - Exhibit D: CONTRACTOR’s Certificate(s) of Insurance.
 - Exhibit E: CONTRACTOR’s Additional Insured Insurance Policy Endorsements.
- 1.3 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

Permits from other agencies as may be required by law govern over Change Orders,
Change Orders govern over this AGREEMENT,
AGREEMENT governs over Bid Addenda,
Bid Addenda govern over CONTRACTOR's proposal,
CONTRACTOR's proposal governs over Bid Form,
Bid Form governs over Technical Specifications,
Technical Specifications govern over Drawings,
Drawings govern over Referenced Standard Specifications.

With respect to the Drawings, the order of precedence is as follows:

Figures govern over scaled dimensions,
Detail drawings govern over general drawings,
Addenda/change order drawings govern over Contract drawings,
Contract drawings govern over standard drawings.

ARTICLE 2: TIME FOR START AND COMPLETION

2.1 This AGREEMENT commences on the date mentioned on the Notice to Proceed.

2.2 Status Check: Six (6) months after the Notice to Proceed, the AGENCY will perform a Status Check to evaluate the CONTRACTOR's performance.

2.3 Substantial Completion:

2.3.1 Substantial Completion Defined:

Substantial Completion is defined as completion of all work except demobilization and final clean-up, as follows:

Before final acceptance of the WORK, all grounds occupied by the CONTRACTOR in connection with the WORK shall be cleaned by CONTRACTOR of all rubbish, excess materials, temporary structures, and equipment used in the WORK; and all parts of the work site shall be left in a neat and acceptable condition, substantially like that of pre-mobilization.

2.3.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion at all well sites by November 18, 2022.

2.4 Final Completion:

2.4.1 Final Completion Defined:

Final Completion is defined as completion of all required work under this AGREEMENT.

2.4.2 Final Completion Date:

CONTRACTOR shall achieve Final Completion within fifteen (15) calendar days after the date of Substantial Completion.

2.5 Weekly Progress Meetings:

CONTRACTOR's project representative shall meet weekly with AGENCY, or AGENCY's designated representative, to report on progress of the work, schedule for upcoming work and coordinate activities between the parties as needed.

2.6 Notices of Completion:

CONTRACTOR shall give reasonable notice to AGENCY as to when Substantial Completion and Final Completion are anticipated and CONTRACTOR and AGENCY shall inspect the work.

AGENCY shall notify CONTRACTOR in writing of any incomplete or deficient work and CONTRACTOR shall complete such work or remedy such deficiencies. AGENCY shall not unreasonably withhold inspection of or certification of Substantial Completion or Final Completion. Upon final Completion, the AGENCY shall file a Notice of Completion with the Monterey County Recorder.

ARTICLE 3: CONTRACT PRICE

- 3.1** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a lump sum basis per completed bid item, except for those items described in Article 3, Section 3.2, in accordance with the terms contained in the "Quote for Services" for well groups A, C, and D attached hereto, up to a total amount of **\$3,423,008.67.**
- 3.2** CONTRACTOR shall be compensated as full consideration under this AGREEMENT on a unit price basis per completed bid item listed under "Optional Costs" in accordance with the terms contained in the "Quote for Services" for well groups A, C, and D attached hereto. If Overdrilling of Wells is required, CONTRACTOR shall notify and obtain approval from AGENCY in advance of beginning the task. If any services listed under Optional Costs are required, CONTRACTOR shall be paid for the actual quantity of materials used for the work and such quantities must be supported by field measurements and receipts verified by AGENCY.
- 3.3** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would be given certain wells to destroy that are not in well groups A, C, and D and, if the Option is exercised, the work assigned under the Option would be completed at the cost presented in the CONTRACTOR's original proposal. If the AGENCY exercises the Option, the Parties will do so via written Change Order.
- 3.4** If after the six (6) month Status Check, the AGENCY may exercise an option where CONTRACTOR would forego destruction of certain wells in well groups A, C, and D and, if the Option is exercised, the work taken away under the Option would be reduced from the total

AGREEMENT price. If the AGENCY exercises the Option, the Parties will do so via written Change Order.

- 3.5 Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in Article 4 below.
- 3.6 Retention of five percent (5%) of each approved progress payment will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR.
- 3.7 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.
- 3.8 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from AGENCY via written Change Order.

ARTICLE 4: CHANGE ORDERS

- 4.1 **Change Order:** “Change Order” means a written modification of the AGREEMENT between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.
- 4.2 **Change Order Proposal:** “Change Order Proposal” means a CONTRACTOR-generated document in response to a Change Order Request (COR).
- 4.3 **Change Order Request:** “Change Order Request” (COR) means a document which informs the CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.
- 4.4 **Change Orders:** The AGENCY, without invalidating the AGREEMENT, may order changes in the work within the general scope of the AGREEMENT consisting of additions, deletions, or other revisions. The AGREEMENT shall be adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the AGREEMENT documents. The AGREEMENT sum may be changed only by change order.

The amount to be paid to the CONTRACTOR pursuant to the AGREEMENT shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if the CONTRACTOR should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the CONTRACTOR of any claim for an increase in the Contract Sum on account thereof. Upon receipt of a written Change Order, the CONTRACTOR shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the contract sum has not yet been determined. All Changes in the Work shall be performed in accordance with the AGREEMENT.

4.5 Method to Calculate Adjustments in Contract Price:

Determination of the method to be used to calculate adjustments in the AGREEMENT Price shall be at the sole discretion of the AGENCY. The use by the CONTRACTOR of the Total Cost Method (calculating the total sum of expenses incurred on the project, less amounts paid,

marked up by overhead and profit) of pricing changes and claims is expressly prohibited (provided however, the AGENCY may use a “make whole” analysis to determine the reasonableness of the CONTRACTOR’s claim). One of the following methods shall be used:

- A. Unit Price Method;
- B. Firm Fixed Price Method (also known as Lump Sum); or
- C. Time and Materials Method.

4.5.1 Unit Price Method:

1. Whenever AGENCY or its representative authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY’s authorization shall clearly state the:
 - a. Scope of Work to be performed;
 - b. Applicable Unit Price; and
 - c. Not to exceed amount of reimbursement as established by the AGENCY.
2. The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit.
3. CONTRACTOR shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by AGENCY.

4.5.2 Firm Fixed Price Method:

1. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as the total compensation for the performance of changed work.
2. Any adjustments to the AGREEMENT Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit.
3. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Total Fixed Price payment for performing such work.

4.5.3 Time and Materials Method:

1. Whenever the AGENCY authorizes the CONTRACTOR to perform Work on a Time and Materials basis, AGENCY’s authorization shall clearly state:
 - a. Scope of Work to be performed; and
 - b. Not to exceed amount of reimbursement as established by the AGENCY.
2. CONTRACTOR shall:

- a. Cooperate with AGENCY and assist in monitoring the Work being performed;
 - b. The CONTRACTOR's and subcontractors' labor hours, materials, and equipment charged to work under the Time and Materials Method shall be substantiated by detailed timecards or logs completed on a daily basis before the close of business each working day. The CONTRACTOR shall initial each timecard and/or log at the close of each working day. Records of the CONTRACTOR and subcontractors pertaining to work paid for on a Time and Material method shall be maintained and available for inspection as requested by the AGENCY or its representatives;
 - c. Perform all work in accordance with this provision as efficiently as possible; and
 - d. Not exceed any cost limit(s) without AGENCY's prior written approval.
3. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR's requested price adjustment.

4.6 Unallowable Costs:

No change in the Contract Price shall be allowed to the extent: (1) CONTRACTOR's changed cost of performance is due to the fault, acts, or omissions of CONTRACTOR, or anyone for whose acts or omissions CONTRACTOR is responsible; (2) the change is concurrently caused by CONTRACTOR and AGENCY; or (3) the change is caused by an act of *Force Majeure*.

The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to, unallowable costs. Unallowable costs include, but are not limited to: (1) interest or attorney's fees of any type other than those mandated by California statutes; (2) claim preparation or filing costs; (3) the cost of preparing or reviewing Change Proposals or Requests for Change Orders; (4) lost profits, lost income or earnings; (5) rescheduling costs; (6) costs for idle equipment when such equipment is not at the Site; has not been employed in the Work and is not scheduled to be used at the Site; (7) lost earnings or interest on unpaid retention; (8) claims consulting costs; (9) the costs of corporate officers or staff visiting the Site or participating in meetings with the AGENCY; (10) any compensation due to the fluctuation of foreign currency conversions or exchange rates; (11) loss of other business; and (12) any other special, consequential, or incidental damages incurred by the CONTRACTOR or subcontractors.

4.7 Signatures on Change Orders:

A change order shall be in writing and shall be signed by the AGENCY's General Manager, or his or her designee. Except as otherwise provided herein, the change order shall also be signed by the CONTRACTOR in order to be effective, indicating the CONTRACTOR's consent to the changes made.

4.8 Changes Requiring an Increase in Contract Sum:

- 4.8.1 If the AGENCY elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a lump sum proposal shall not be deemed an election by the AGENCY to have the Change in the Work performed on a lump sum basis.

- 4.8.2 If the AGENCY elects to have the Change in the work performed on a unit-cost basis, its election shall be based on a unit price proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a unit price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a unit price basis.
- 4.8.3 If the AGENCY elects to have the Change in the work performed on a time and material basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by the CONTRACTOR within five (5) workdays of the AGENCY's request, but the AGENCY's request for a time and materials price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a time and materials basis.
- 4.8.4 Nothing herein contained shall preclude the AGENCY from requesting a lump sum proposal, a unit price proposal, and a time and materials price proposal, or any two of those, with respect to the same Change in the Work, in which event, the CONTRACTOR shall submit all proposals requested.
- 4.8.5 Until such time as the AGENCY makes its election under this paragraph, the CONTRACTOR shall submit daily time and material tickets to the AGENCY as required under subparagraph 4.8.3, which shall be subject to authentication as therein provided. At such time as the AGENCY makes its election under this paragraph, an appropriate Change Order will be issued; provided however, that until such time, the AGENCY shall pay to the CONTRACTOR up to the AGENCY's reasonable estimated value of the Change in the Work.

4.9 Changes Requiring a Decrease in Contract Sum:

If the Change in the Work will result in a decrease in the contract sum, the AGENCY may request a quotation by the CONTRACTOR of the amount of such decrease for use in preparing a Change Order. The CONTRACTOR's quotation shall be forwarded to the AGENCY within five (5) days of the AGENCY's request and, if acceptable to the AGENCY, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the work, as determined by the AGENCY in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

4.10 Disputes Regarding Changes:

If any dispute should arise between the parties with respect to an increase or decrease in the AGREEMENT Sum or an expansion or contraction in the contract time as a result of a Change in the Work, the CONTRACTOR shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the AGENCY in writing. The AGENCY shall, however, pay to the CONTRACTOR up to the AGENCY's reasonable estimate of the value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the AGREEMENT Sum; and the AGENCY shall have the right to decrease the

AGREEMENT Sum to the AGENCY's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the contract sum.

4.11 Limitations:

Except as expressly provided by this Section, there shall be no change whatsoever in the plans and specifications and in the work. CONTRACTOR shall not vary the work, the AGREEMENT, or change, add to or omit any element, component part, or portion of the work without the express written consent of AGENCY's Project Manager contained in an executed change order or field order as herein provided. AGENCY shall not be liable for the cost for any extra work or any substitutions, changes, additions, omissions, or deviations from the plans and specifications unless the same have been authorized by and the cost thereof approved in writing by change order. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension shall be made at the time changes in the work are ordered and such duly adjusted in writing by AGENCY. CONTRACTOR recognizes and acknowledges that timely completion of the work is paramount and that its duty is to proceed with the work in accordance with the AGREEMENT, notwithstanding any request for change in the work, to the extent that proceeding is reasonable and feasible under the circumstances.

ARTICLE 5: WARRANTIES

- 5.1** CONTRACTOR shall warrant the work performed under this AGREEMENT against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of Substantial Completion.
- 5.2** CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the AGENCY, or immediate family of an employee of the AGENCY.
- 5.3** CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.4** CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. Any person in the employ of the CONTRACTOR whom the AGENCY may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on it except with the written consent of the AGENCY.

ARTICLE 6: INDEMNIFICATION

- 6.1** CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this

AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of AGENCY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

ARTICLE 7: INVOICES AND PURCHASE ORDERS

7.1 Invoice amounts shall be billed directly to the AGENCY, and delivered to:

ATTN: Tamara Voss
Monterey County Water Resources Agency
Street Address: 1441 Schilling Place – North Building, Salinas, CA 93901
Mail Address: P.O. Box 930, Salinas, CA 93902

7.2 CONTRACTOR shall reference the Project Name and contract number on all invoices submitted to AGENCY. CONTRACTOR shall submit such invoices monthly or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed as called for in the Bid Form and such other information pertinent to the invoice. AGENCY shall certify the invoice, either in the requested amount or in such other amount as AGENCY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to AGENCY Auditor-Controller for payment. AGENCY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.3 Unauthorized Surcharges or Fees:

Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by AGENCY. Surcharges and additional fees not included in the AGREEMENT must be approved by AGENCY in writing via Change Order.

ARTICLE 8: BOND REQUIREMENTS

The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount one hundred percent (100%) of the contract total price as security for the faithful performance and payment of all CONTRACTOR's obligations under the AGREEMENT. These Bonds shall remain in effect until the bonded obligations are satisfied in full, provided that if any lawsuit is filed to enforce such obligations the bonds shall remain in effect until said lawsuit is finally resolved and any judgment satisfied, except as otherwise provided by law or regulation.

ARTICLE 9: INSURANCE

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the

certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the AGENCY. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by AGENCY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.1.3 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the AGENCY.

9.2 Insurance Coverage Requirements:

9.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

9.2.2 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate.

9.2.3 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

9.3 Other Insurance Requirements:

9.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to AGENCY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

9.3.2 Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for

CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

9.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, its officers, agents, and employees as an Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance maintained by the AGENCY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

9.3.4 Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with the AGENCY's contract administrator, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new, or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

9.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by AGENCY, annual certificates to the AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate this AGREEMENT immediately.

ARTICLE 10: OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

10.1 Independent CONTRACTOR:

CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of the AGENCY, nor immediate family of an employee of the AGENCY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage:

CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty percent (50%) of the original total AGREEMENT amount, except that any designated

'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

ARTICLE 11: SAFETY

11.1 CONTRACTOR's Responsibility for Safety:

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (a) All employees on the work and all other persons who may be affected thereby;
- (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the CONTRACTOR or any subcontractor; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 Compliance with Safety Requirements:

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

11.3 Trench Safety:

For all trenches to be made in connection with the work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. If such plan varies from the shoring system standards, a registered civil or structural engineer shall prepare the plan. The plan shall be reviewed, and must receive approval as adequate to protect worker safety, by the AGENCY or by a registered civil or structural engineer employed by the AGENCY, in advance of excavation. The shoring, sloping, or protective system must be at least as effective as that required by the Construction Safety Orders. (See California Labor Code section 6705.)

11.4 Hazardous Substances:

The term "hazardous substance" means any substance on the list of hazardous substances established by the Director of Industrial Relations pursuant to the California Labor Code section

6382, which includes asbestos, lead, toxic chemicals, contaminants, any substance designated by the Environmental Protection Agency as a hazardous substance, and other pollutants and contaminants.

11.4.1 If CONTRACTOR encounters on the property any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, i.e., not potentially hazardous to human health, CONTRACTOR shall immediately stop work in the area affected and report the condition to the AGENCY's Project Manager in writing.

11.4.2 Neither the CONTRACTOR nor any subcontractor shall cause or permit any Hazardous Substance to be brought upon the property or used in the work without the prior written consent of the AGENCY. CONTRACTOR and each subcontractor shall comply with all laws regarding the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the property by CONTRACTOR, its subcontractors, and/or their personnel.

11.4.3 Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance in any of Hazardous Substances shall only be performed by the CONTRACTOR or any subcontractor licensed and certified to perform the work. Any hazardous substance abatement or remediation work will be performed in such a way that is legally consistent with the recommendations of the AGENCY, other appropriate governmental agencies, and all applicable laws.

11.4.4 If there is a Hazardous Substance on the property, CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fences, and covered walkways required to protect the health and safety of passersby as required by this Agreement, prudent construction practices, and all applicable laws.

11.5 CONTRACTOR's Safety Monitoring:

The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the AGENCY.

11.6 Unsafe Loading:

The CONTRACTOR shall not load or permit any part of the work to be loaded so as to endanger its safety.

11.7 Emergencies:

In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in Article 4 for changes in the work.

11.8 Accidents:

CONTRACTOR shall promptly report in writing to the AGENCY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or off the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR shall report the accident immediately to the Project Manager by telephone or messenger. CONTRACTOR shall thereafter promptly report the facts in writing to the AGENCY giving full details of the accident.

ARTICLE 12: SUBCONTRACTORS

12.1 No Contractual Relationship between AGENCY and Subcontractors:

Nothing contained in the AGREEMENT shall create any contractual relation between the AGENCY and any subcontractor.

12.2 Work Performed by Subcontractors; Substitutions:

Subcontracted work shall be performed only by the subcontractors identified in CONTRACTOR's bid documents. Substitution of subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, *et seq.* Subcontractors are to be registered with the California Division of Industrial Relations.

12.3 Contracts with Subcontractors:

All work performed for the CONTRACTOR by a subcontractor shall be pursuant to a written agreement between the CONTRACTOR and the subcontractor (and where appropriate, between subcontractors and sub-subcontractors). All such agreements shall require performance by the subcontractors in conformity with the terms of this contract, and shall include all the terms of this contract, which are applicable to subcontractors.

12.4 Payments to Subcontractors:

12.4.1 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the AGENCY, any amount equal to the percentage of completion allowed to the CONTRACTOR on account of such subcontractor's work, less the percentage retained from payments to the CONTRACTOR. The CONTRACTOR shall also require each subcontractor to make similar payments to his subcontractors. The AGENCY shall have the right, but not the obligation, to issue payment by joint checks payable to the order of CONTRACTOR and any of its subcontractors.

12.4.2 If the AGENCY fails to issue a certificate for payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular subcontractor, the CONTRACTOR shall pay the subcontractor on demand, made at any time after the certificate for payment should otherwise have been issued, for its work to the extent completed, less the retained percentage.

12.4.3 The AGENCY shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law. All monies paid to CONTRACTOR hereunder shall immediately become and constitute a trust fund and shall be applied by CONTRACTOR for the benefit of all persons supplying labor, materials or equipment in connection with the work and shall not be diverted to any other purpose until the claims of such persons have been discharged.

12.5 Information Provided to Subcontractors:

The AGENCY'S Project Manager may, on request and at his or her discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such subcontractors.

12.6 CONTRACTOR's Responsibility for Work of Subcontractors:

CONTRACTOR shall be as fully responsible to AGENCY for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by the subcontractors, as it is for acts and omissions of persons directly employed by it.

ARTICLE 13: LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE AGENCY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE AGENCY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE AGENCY THE SUM OF **TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) PER DAY** FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE AGENCY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 14: RECORDS AND CONFIDENTIALITY

14.1 Confidentiality:

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the AGENCY or prepared in connection with the performance of this AGREEMENT, unless AGENCY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to AGENCY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

14.2 AGENCY Records:

When this AGREEMENT expires or terminates, CONTRACTOR shall return to AGENCY any AGENCY records which CONTRACTOR used or received from AGENCY to perform services under this AGREEMENT.

14.3 Maintenance of Records:

CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and AGENCY rules and regulations related to services performed under this AGREEMENT.

14.4 Access to and Audit of Records:

AGENCY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of AGENCY or as part of any audit of AGENCY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three (3) years after final payment under the AGREEMENT.

ARTICLE 15: CONFLICT OF INTEREST PROHIBITION

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

ARTICLE 16: COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

16.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of Services under this AGREEMENT, with the following exceptions to be procured by the AGENCY:

- Monterey County Health Department Well Destruction Permit pursuant to Monterey County Code Chapter 15.08.

16.2 CONTRACTOR shall report immediately to the AGENCY, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 16.3** All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

ARTICLE 17: EMPLOYMENT PRACTICES

17.1 Non-Discrimination in Employment Practices:

CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.

17.1.1. "Discrimination" Defined:

As used in this AGREEMENT, the term "discrimination" includes but is not limited to the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act or retaliation.

17.1.2. Application of Monterey County Code, Chapter 2.80:

The provisions of Monterey County Code Chapter 2.80, apply to activities conducted pursuant to this AGREEMENT. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the Owner within the meaning of Chapter 2.80, and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR, subcontractor(s), or any of their employees or agents against the Owner may be investigated and resolved using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees, agents and third parties, and shall provide a copy of such procedures to the AGENCY upon demand by the AGENCY.

17.1.3 Compliance with Laws:

During the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including but not limited to the following:

- (a) California Labor Code section 1735;
- (b) California Fair Employment and Housing Act, Government Code sections 12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, sections 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- (c) California Government Code sections 11135 - 11139.5 (Title 2, Div. 3, Part 1, Chap.1, Art. 9.5) and any applicable administrative regulations issued thereunder;

(d) Federal Civil Rights Acts of 1964 and 1991 (see especially Title VII, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(e) The Rehabilitation Act of 1973, sections 503 and 504 (29 USC sections 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(f) Americans With Disabilities Act of 1990 (P.L. 101- 336), as amended, 42 USC sections 12101 et seq., and 47 USC sections 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;

(g) Unruh Civil Rights Act, California Civil Code sections 51 et seq.; and

(h) Monterey County Code Chapter 2.80, as amended and procedures issued pursuant thereto.

17.1.4 Written Assurances:

Upon request by the AGENCY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and/or Executive Order 11246, as may be required by the federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable state or federal regulations.

17.1.5 Written Non-Discrimination Policy:

CONTRACTOR shall maintain a written statement of its non-discrimination policies, which shall be consistent with the terms of this AGREEMENT. Such statement shall be available to the AGENCY, CONTRACTOR's employees, and members of the public, upon request.

17.1.6 Access to Records by Government Agencies:

CONTRACTOR shall permit access by the AGENCY and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state agency providing funds for this AGREEMENT upon reasonable notice at any time during normal business hours, but in no case on less than 24-hour notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

17.1.7 Binding on Subcontractors:

The provisions of Article above shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this AGREEMENT.

17.2 Eight-hour Day, 40-Hour Week:

No work shall be performed by employees of CONTRACTOR in excess of eight (8) hours per day or forty (40) hours during any one week, unless such employees are compensated for all such excess hours at not less than one-and-one-half times the basic rate of pay, as provided in Labor Code section 1815. Holiday work when permitted by law shall also be compensated at not less than one-and-one-half times the basic rate of pay.

17.2.1 Penalties:

Pursuant to California Labor Code section 1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code sections 1810-1815.

17.2.2 Approvals:

CONTRACTOR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent such compensation is approved in writing by AGENCY Project Manager in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit, unless agreed otherwise by AGENCY.

17.3 Prevailing Wages:

17.3.1 Prevailing Wage Rates Determined:

The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with California Labor Code (sections 1720, *et seq.*). Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the AGENCY offices located at 1441 Schilling Place, Salinas, California. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

17.3.2 Payment of Prevailing Wage Rates Required:

CONTRACTOR and all subcontractors performing work under this AGREEMENT shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code section 1771.

17.3.3 Penalties:

Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code section 1775.

17.4 Payroll Records:

17.4.1 Compliance with California Labor Code Section 1776:

CONTRACTOR and all subcontractors shall comply with California Labor Code section 1776, the requirements of which are set forth in this article. The CONTRACTOR shall be responsible for compliance with these provisions by his subcontractors.

17.4.2. Accurate Payroll Records Required:

CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.

17.4.3 Certification and Inspection of Payroll Records:

The payroll records enumerated under paragraph 17.4.2 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR or subcontractor on the following basis:

- (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available for inspection, or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records enumerated in paragraph 17.4.2 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR.

17.4.4 Filing of Records:

The CONTRACTOR and each subcontractor shall file a certified copy of the records enumerated in paragraph 17.4.2 with the entity that requested such records within ten (10) days after receipt of a written request.

17.4.5 Elimination of Personal Identification:

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or

furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 USC section 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

17.4.6 Notice to AGENCY Concerning Location of Records:

The CONTRACTOR and each subcontractor shall inform the AGENCY as to the location of the records enumerated under paragraph 17.4.2 , including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.

17.4.7 Notice of Non-Compliance; Penalties:

In the event of non-compliance with the requirements of this section, the CONTRACTOR or subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR or subcontractor must comply with this section. Should non-compliance still be evident after such ten (10) day period, the CONTRACTOR or subcontractor shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

ARTICLE 18: GENERAL TERMS AND CONDITIONS

18.1 Notice:

Notices required under this AGREEMENT shall be in writing and delivered personally or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give AGENCY prompt notice of any change of address. Unless changed according to these notice provisions, notices shall be addressed to:

TO AGENCY:

Attn: Tamara Voss
Monterey County Water Resources
Agency
P.O. Box 930
Salinas, CA 93902
Tel: (831) 755-4860
Fax: (831) 424-7935
Email: vosstl@co.monterey.ca.us

TO CONTRACTOR:

Attn:

Tel:
Fax:
Email:

“Notice” shall be included in the subject line. Notice by facsimile or electronic mail shall not constitute “Notice” under this section.

18.2 Governing Law:

This Agreement is made under and will in all respects be interpreted, enforced and governed by the laws of the State of California, without regard to that state's conflict of laws principles.

18.3 Amendment:

This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the Parties.

18.4 Non-Waiver:

No course of dealing between or among the Parties shall be deemed to affect, modify, amend or discharge any provision or term of this AGREEMENT. No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall operate as waiver hereof, and so single or partial exercise of any such right or remedy shall preclude other or future exercise thereof. This AGREEMENT is the result of good faith negotiations and compromise.

18.5 Controlling Jurisdiction:

18.5.1 Any dispute that arises under or relates to this AGREEMENT shall be resolved in the Superior Court of California in Monterey County, California.

18.5.2 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

18.5.3 The Parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

18.5.4 Amounts Not Paid Timely. Amounts not paid in a timely manner as required by this Article shall bear interest at seven percent (7%) per annum.

ARTICLE 19: OTHER PROVISIONS

19.1 In order to induce AGENCY to enter into this AGREEMENT, CONTRATOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this AGREEMENT, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

19.2 CONTRACTOR shall not assign any portion of the AGREEMENT.

19.3 Should any part, term or provision of this AGREEMENT or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect

and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this AGREEMENT and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the AGREEMENT is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the AGREEMENT, that provision is deemed included in that portion).

- 19.4** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed will be kept by CONTRACTOR, as determined by Director of the State of California Department of Industrial Relations, and shall be made available to any interested party on request. Pursuant to California Labor Code sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR shall comply with such provisions before commencing the performance of the AGREEMENT.
- 19.7** AGENCY shall have the right to review all phases of CONTRACTOR's plans to perform the work under this AGREEMENT.

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

MONTEREY COUNTY
WATER RESOURCES AGENCY

Brent Buche
General Manager

Date

CONTRACTOR

NAME: _____

Signed *

Print Name

Title

Date

Signed *

Print Name

Title

Date

- * If CONTRACTOR is a corporation (including limited liability and non-profit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

Senior Deputy County Counsel

Date

Risk Management

Date

Auditor-Controller's Office

Date

County Administrative Office

Date



Monterey County

Item No.5

Board Report

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

Legistar File Number: WRAFIN 21-057

August 06, 2021

Introduced: 7/28/2021

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

- Proposition 218 Update
- 10-Year Financial Plan Update
- Grants Update
- USBR Loan Refinancing
- Homeless Encampment Cleanup Costs



Monterey County

Item No.6

Board Report

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

Legistar File Number: WRAFIN 21-058

August 06, 2021

Introduced: 7/28/2021

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items