

**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 Larry Walker and Associates, a California corporation hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:

Prepare an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and assist in migration to a new Recycle Water Use Permit under state General Order Water Reclamation Requirements
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on July 1st, 2024 by CONTRACTOR and Agency, and will terminate on June 30th, 2026, 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 One Hundred and Eighty-One Thousand Three Hundred and Ninety dollars (\$ 181,390 \_\_\_\_\_).
4. Monthly Invoices by CONTRACTOR; Payment.
  - a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
  - b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator Section 26.
  - c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
  - d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
  - e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

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, to the extent 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 subcontractors, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractors showing each subcontractors has identical insurance coverage to the above requirements.

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If

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. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

22. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
23. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
24. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
25. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
27. Contract Administrators.

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

Denise Conners

Agency’s designated administrator of this Agreement shall be:

Peter Vannerus

28. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

**TO AGENCY**

Name: Peter Vannerus  
Address:  
1441 Schilling Pl., Salinas, CA 93901  
Telephone: 831.755.4860  
Fax:  
E-Mail: Vannerusp@countyofmonterey.gov

**TO CONTRACTOR**

Name: Denise Conners  
Address:  
1480 Drew Avenue, #100 Davis, CA 95618  
Telephone: 805.585.1835 ext.239  
Fax:  
E-Mail: denisec@lwa.com

- 29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.
- 30. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
- 31. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
  - Exhibit A - Scope of Work
  - Exhibit B - Payment Provisions
- 33. Entire Agreement. As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:** Larry Walker Associates

BY:

BY:



\_\_\_\_\_  
Ara Azhderian  
General Manager

\_\_\_\_\_  
Type Name: Jeffrey D. Walker

\_\_\_\_\_  
Title: CFO

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

\_\_\_\_\_  
Date: 06 / 19 / 2024

BY: *Brian M Laurensen*

\_\_\_\_\_  
Type Name: Brian M Laurensen

\_\_\_\_\_  
Title: Executive Vice President

\_\_\_\_\_  
Date: 06 / 19 / 2024

\* 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 #** ( \_\_\_\_\_ )

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Approved as to form <sup>1</sup>:

Approved as to fiscal provisions:

\_\_\_\_\_  
Assistant County Counsel

\_\_\_\_\_  
Administrative Analyst

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Counsel – Risk Manager:

\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup> Approval by County Counsel is required, and/or when legal services are rendered

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

# **Exhibit A: Scope of Work**

Consultant: Larry Walker Associates, Inc.

For the Monterey County Water Resources Agency

Preparation of Title 22 Engineering Report for Recycled Water Use and Distribution for the Castroville Seawater Intrusion Project

July 1, 2024 to June 30, 2026

The Central Coast Regional Water Quality Control Board (Regional Water Board) is transferring permit coverage for the Castroville Seawater Intrusion Project (CSIP) from Recycled Water User Requirements (Regional Water Board Order No. 97-52) to the Statewide General Order Water Reclamation Requirements for Recycled Water Use (State Water Resources Control Board Order 2016-0068-DDW). To obtain permit coverage under the Statewide General Order, the Monterey County Water Resources Agency (MCWRA) must demonstrate CSIP operations comply with current regulations by preparing an updated Title 22 Engineering Report<sup>1</sup>, obtaining State Water Resources Control Board Division of Drinking Water (DDW) acceptance of the Engineering Report, and submitting a Notice of Intent (NOI) Technical Report to the Regional Water Board.

MCWRA has requested assistance from Larry Walker Associates, Inc. and Kennedy Jenks Consultants (the LWA Project Team) during preparation of the Title 22 Engineering Report and NOI Technical Report. The following scope of work describes the tasks and deliverables that will be conducted by the LWA Project Team. During project implementation, the LWA Project Manager will have regular check-in calls with MCWRA at an agreed-upon frequency to keep the project on schedule and avoid inefficiencies that can arise when supporting the development of a lengthy, complex documents that require regulatory agency review and approval. The LWA Project Manager will conduct task-level conference calls and communicate with the MCWRA Project Manager, MCWRA staff, and subconsultants as needed to ensure work products are completed on schedule and budget.

## **Task a. Review CSIP Distribution System and Supporting Documentation**

The LWA Project Team will prepare an initial request for information (RFI) to identify information needed from MCWRA for the Title 22 Engineering Report, such as existing agreements with recycled water users and Monterey One Water (M1W), recent monitoring reports, previous Engineering Reports, design criteria for the system, supplemental water supplies/connections, cross connection control program, and recycled water user details (locations, acreage served, historic monthly meter data, crops grown, irrigation method).

The RFI, project schedule, and approach for preparing the Title 22 Engineering Report will be discussed with MCWRA during a project kickoff meeting. During review of the materials, the LWA Project Team will identify information gaps and request additional information that could be needed such as electronic mapping files for the CSIP distribution system with turnout locations, locations of potable water supplies; irrigation management plans; and other current operational details.

### **Deliverables:**

- 1) Schedule and participate in one virtual project kick-off meeting with MCWRA (1.5 hour).

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<sup>1</sup> California Code of Regulations Title 22, Section 60323

- 2) Preparation and distribution of meeting notes from the kick-off meeting.
- 3) Preparation and submittal of an initial RFI to obtain project details.
- 4) Preparation and submittal of a follow-up RFI to address information gaps.

### Task b. Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance

The LWA Project Team will review the materials and information obtained under Task a to compare current CSIP recycled water program operations to requirements specified in Title 22,<sup>2</sup> documentation needed for the updated Title 22 Engineering Report,<sup>3</sup> and information required for the Statewide General Order NOI. A comparison table will be prepared to identify program or equipment deficiencies and to provide recommendations for MCWRA. The review will include DDW and Regional Water Board areas of concern including connections to supplemental water supplies, cross connection control program, contingency planning, spill reporting, use area inspections and monitoring, and employee training. As needed, improvements or modifications to the physical CSIP system and/or system operations will be provided. The LWA Project Team will discuss the comparison table with MCWRA and prioritize any activities that may be needed for Title 22 Engineering Report acceptance and NOI approval.

#### Deliverables:

- 1) Preparation and distribution of a comparison table (current CSIP vs. regulatory requirements) that includes recommendations for system or program improvements.
- 2) Emails and phone calls with MCWRA to review the comparison table and decide next steps.

### Task c. Prepare Title 22 Engineering Report for CSIP System

The LWA Team will utilize the information obtained under Task a and Task b to prepare a draft Title 22 Engineering Report for submittal to DDW. The Title 22 Engineering Report for the CSIP system will include staff roles and responsibilities, rules and regulations (to protect public health and receiving water quality), supplemental water quality (e.g., Salinas Valley Reclamation Project (SVRP), Supplemental Groundwater Wells, and the Salinas River Diversion Facility), CSIP system reliability and contingency plans, use of supplemental water supplies, recycled water quality and uses, the distribution system and use area design, inspection and monitoring program, and staff training.

The draft Title 22 Engineering Report will be provided to MCWRA for review. The LWA Project Team will respond to MCWRA comments on the draft Engineering Report and provide a final draft version for submittal to DDW. One round of MCWRA comments and LWA Project Team responses is assumed for budgeting purposes. DDW typically provides comments and requests revisions to the Title 22 Engineering Report before it is conditionally accepted and permit conditions can be provided to the Regional Water Board. The LWA Project Team will review DDW comments, work with MCWRA to address the comments, and prepare a revised version of the Title 22 Engineering Report for DDW consideration. One round of DDW comments and MCWRA responses to the comments is assumed for budgeting purposes.

#### Deliverables:

- 1) Preparation of Draft Title 22 Engineering Report for review by MCWRA.
- 2) Schedule and participate in one meeting to receive MCWRA comments on Draft Title 22 Engineering Report (1 hour).

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<sup>2</sup> California Code of Regulations Title 22, Division 4, Chapter 3

<sup>3</sup> Guidelines for the Preparation of an Engineering Report for the Production, Distribution, and Use of Recycled Water, State Water Resources Control Board Division of Drinking Water, June 2023.

- 3) Preparation of Final Draft Title 22 Engineering Report that incorporates MCWRA comments. Submit to DDW.
- 4) Schedule and participate in one meeting with MCWRA to review and develop responses to DDW comments on the Final Draft Title 22 Engineering Report (1 hour).
- 1) As needed, schedule and participate in one meeting with DDW to discuss their comments on the Final Draft Title 22 Engineering Report (1 hour). This may be a combined meeting with the Regional Water Board to review comments on the NOI Technical Report prepared under Task d.
- 5) Preparation of Final Title 22 Engineering Report that incorporates DDW comments. Resubmit to DDW.

### Task d. Permit Application Process

The LWA Project Team will assist MCWRA during the application process to transition the CSIP recycled water program to the Statewide General Order. The LWA Project Team will utilize information obtained under Task a and Task b to prepare the NOI Technical Report. The NOI Technical Report will describe the recycled water distribution system (e.g., recycled water storage and transmission), recycled water uses and users, additional site-specific conditions (as applicable), and recycled water program administration. Information related to recycled water use areas and plans associated with recycled water application (e.g., Implementation or Operations and Management Plan) will also be included.

A draft version of the NOI Technical Report will be provided to MCWRA for review. The LWA Project Team will respond to MCWRA comments on the draft NOI Technical Report and provide a final draft for submission to the Regional Water Board. One round of MCWRA comments and LWA Project Team responses is assumed for budgeting purposes.

The Regional Water Board typically provides comments and requests revisions to the NOI Technical Report before the application is determined to be complete. The LWA Team will work with MCWRA to respond to the comments and prepare a final NOI for Regional Water Board consideration. One round of Regional Water Board comments and MCWRA responses to the comments is assumed for budgeting purposes.

#### **Deliverables:**

- 2) Preparation of Draft NOI Technical Report for review by MCWRA.
- 3) Preparation of Final Draft NOI Technical Report that incorporates MCWRA comments. Submit to Regional Water Board.
- 4) As needed, schedule and participate in one meeting with Regional Water Board to discuss their comments on the Final Draft NOI Technical Report (1 hour). This may be a combined meeting with DDW to review comments on the Title 22 Engineering Report prepared under Task c.
- 5) Preparation of Final NOI Technical Report that incorporates Regional Water Board comments. Resubmit to Regional Water Board.

### Task e. Contingency Items and As-Needed Tasks and Recycled Water Treatment Process Title 22 Review

The additional task of reviewing the treatment processes for the Salinas Valley Reclamation Project (SVRP) and comparing it to Title 22 requirements is requested. This task will pair with the review of the CSIP System with focus on the treatment aspect and the current Title 22 Engineering Report. The goal is to review the SVRP for current compliance and to suggest improvements in the treatment process, reporting/ monitoring, etc. Additional tasks will be conducted at the direction of MCWRA for work not identified in Tasks a, b, c, d. For example, additional rounds of comments from the regulatory agencies that will require further responses and revisions of the Title 22 Engineering Report and NOI. The task may also be used for work that is prescribed during discussions with the regulatory agencies or identified by MCWRA during preparation of the Title 22 Engineering Report. The activities could include

preparation of an operations and maintenance plan or nutrient management plan with an estimation of agronomic rates for each recycled water user (based on crops under cultivation), water and nutrient loading rates, and best management practices; review of the Regional Water Board's draft Notice of Applicability (NOA) for the Statewide General Order and project-specific Monitoring and Reporting Program; modifications of the MCWRA cross connection control program; preparation of training programs for MCWRA staff or recycled water users on the new requirements, or additional technical assessments that may be required by DDW or the Regional Water Board. The budget allocated for this task may be revised based on activities assigned to the LWA Project Team.

**Deliverables:**

- Preparation of a memo summarizing the review of the recycled water treatment processes and Title 22 compliance with suggested improvements, optimizations, or noting areas out of compliance.
- Preparation of draft work products in response to additional assignments authorized by MCWRA.
- Preparation of final work products that incorporate MCWRA comments. Provide to MCWRA for its records or submit to Regional Water Board and/or DDW.

# Exhibit B: Payment Provisions

## Proposed Budget

The proposed budget breakdown for the services outlined in Exhibit A is provided below.

| Task # | Task Name   | Total Hours | Amount           |
|--------|---|-------------|------------------|
| a.     | Review CSIP Distribution System and Supporting Documentation                                      | 52          | \$13,571         |
| b.     | Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance | 46          | \$11,486         |
| c.     | Prepare Title 22 Engineering Report for CSIP System   | 240         | \$62,063         |
| d.     | Permit Application Process  | 104         | \$26,190         |
|        | <b>Total without Additional As-Needed Tasks</b>   | <b>442</b>  | <b>\$113,310</b> |
| e.     | Additional As-Needed Tasks  | 197         | \$51,591         |
|        | <b>Total with Additional As-Needed Tasks</b>  | <b>639</b>  | <b>\$164,900</b> |

10% estimate for confirmed additional Task added (Treatment review memo 6/11/24) \$16,490

**Final Contract Total** **\$181,390**

Rate sheets for the LWA Team follow this page.



LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2024 – June 30, 2025

| TITLE                    | RATE<br>(\$/Hour) | REIMBURSABLE COSTS                               |                             |
|--------------------------|-------------------|--|-----------------------------|
| Administrative           | \$80              | <b>Travel</b>                                    |                             |
| Contract Manager         | \$150             | Local Mileage                                    | Current IRS Rate            |
| Graphic Designer         | \$138             | Auto Rental                                      | Actual Expense              |
| Project Staff I-C        | \$146             | Room   | Actual Expense              |
| Project Staff I-B        | \$171             | Subsistence and Per Diem Meals <sup>(1)</sup>    | Current GSA Rate            |
| Project Staff I-A        | \$196             | Breakfast  | Current GSA Rate            |
| Project Staff II-B       | \$215             | Lunch  | Current GSA Rate            |
| Project Staff II-A       | \$241             | Dinner   | Current GSA Rate            |
| Senior Staff I           | \$261             | Incidentals                                      | Current GSA Rate            |
| Senior Staff II          | \$281             | <b>Report Reproduction and Copying</b>           |                             |
| Associate I              | \$295             | Per Color Copy, In-House                         | \$0.89                      |
| Associate II             | \$315             | Per Black and White Copy, In-House               | \$0.08                      |
| Vice President           | \$332             | Per Binding, In-House                            | \$1.95                      |
| Executive Vice President | \$347             | Special Postage and Express Mail                 | Actual Expense              |
| Senior Executive         | \$357             | Third-Party Material Preparation                 | Actual Expense              |
| President                | \$357             | Other Direct Costs                               | Actual Expense              |
|                          |                   | <b>Daily Equipment Rental Rates (Daily Rate)</b> |                             |
|                          |                   | Single Parameter Meters & Equipment              | \$30.00                     |
|                          |                   | Digital Flow Meter                               | \$60.00                     |
|                          |                   | Multi-Parameter Field Meters & Sondes            | \$100.00                    |
|                          |                   | RTK-GPS, River Surveyor, Tracer Study Equipment  | \$250.00                    |
|                          |                   | Multi-Parameter Continuous Remote Sensing        | \$40.00                     |
|                          |                   | Field Rig (Field Vehicle and All Equipment)      | \$200.00                    |
|                          |                   | <b>Subcontractors</b>                            | Actual Expense Plus 10% Fee |

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

Larry Walker Associates Team:  
Kennedy Jenks Consultants  
2024 Rate Schedule

| Name              | Title            | Rate  |
|-------------------|------------------|-------|
| Sachiko Itagaki   | Engineer Level 8 | \$320 |
| Rachelle Thompson | Engineer Level 6 | \$275 |
| Claudia Llerandi  | Engineer Level 5 | \$250 |

|                                |   |
|--------------------------------|---|
| <b>Title</b>                   | LWA CSIP Title 22 Eng Report and permit PSA |
| <b>File name</b>               | LWA CSIP Title 22...nd permit PSA.pdf       |
| <b>Document ID</b>             | 5c6580f935d2068a1ec7d2081a151d62837a4f9d    |
| <b>Audit trail date format</b> | MM / DD / YYYY                              |
| <b>Status</b>                  | ● Signed                                    |

## Document History



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