

MONTEREY COUNTY WATER RESOURCES AGENCY

REQUEST FOR QUALIFICATIONS (RFQ)

No. 2026-001



**SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT:
ENVIRONMENTAL CONSULTING SERVICES**

AND/OR

**NACIMIENTO PLUNGE POOL PROJECT:
ENVIRONMENTAL CONSULTING SERVICES**

APRIL 2026

STATEMENTS OF QUALIFICATIONS DUE ON OR BEFORE:

MAY 29, 2026 AT 5PM PDT

**REQUEST FOR QUALIFICATIONS (RFQ) No. 2026-001 FOR:
SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT:
ENVIRONMENTAL CONSULTING SERVICES**

and/or

**NACIMIENTO DAM SPILLWAY PLUNGE POOL PROJECT:
ENVIRONMENTAL CONSULTING SERVICES**

Dear Proposers:

The MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter referred to as the “AGENCY” or “MCWRA”) is requesting Statements of Qualifications (SOQ) to establish one or both contracts with a consultant (hereinafter referred to as “CONTRACTOR”) for the San Antonio Dam Spillway Replacement Project: Environmental Consulting Services and/or the Nacimiento Dam Spillway Plunge Pool Project: Environmental Consulting Services. These two projects will run independently and are unrelated. Proposers shall indicate if their Statement of Qualifications (SOQ) is for one or both projects on the cover of their submittal. Proposers are only required to submit one Statement of Qualifications (SOQ) package whether or not they are proposing on one or both projects. If proposing on both projects, clearly distinguish/reference separate tasks for each project.

Submittal packages shall be **received by the Agency on or before 5:00 pm PDT on Friday, May 29, 2026** via email at the following addresses: HardenE@countyofmonterey.gov **and** MCWater@countyofmonterey.gov with the **SUBJECT: ENVIRONMENTAL RFQ No. 2026-001.**

It shall be the responsibility of the consultant to deliver the submittal package via email to the Agency by the announced date and time. The SOQs shall be to the attention of Elise Harden. Submittals will **not** be publicly opened.

Questions regarding the RFQ must be received by **May 8, 2026 at 5:00 pm PDT** to <mailto:HardenE@countyofmonterey.gov> and MCWater@countyofmonterey.gov. No questions will be answered via telephone. All questions received along with their responses from the Agency will be shared via an addendum to the RFQ no later than **May 20, 2026 at 5:00 pm PDT.**

The instructions for how to obtain the RFQ and all addenda will be posted on the Agency website: www.mcwater.info on the “News/Announcements” page.

TO BE PLACED ON A NOTIFICATION LIST FOR NEW INFORMATION RELATED TO RFQ No. 2026-001, please submit this request to HardenE@countyofmonterey.gov and MCWater@countyofmonterey.gov and you will be notified when new information related to this RFQ is posted to the website.

1. BACKGROUND

The Monterey County Water Resources Agency is a public agency created by the State of California pursuant to the Monterey County Water Resources Agency Act (California Water Code, Appendix 52).

Prior to being formally established in 1991, the Monterey County Water Resources Agency (MCWRA) was the Monterey County Flood Control and Water Conservation District, established in 1947 and organized as a division of the Public Works Department of the County of Monterey. MCWRA provides services related to the control of flood and storm waters in Monterey County, conservation, protection of water quality, reclamation of water and the exchange of water. Fundamental to the agency's mission to sustainably manage water resources while minimizing impacts from flooding, MCWRA owns and operates two dams on principal tributaries to the Salinas River (Nacimiento and San Antonio) along with associated reservoirs.

Nacimiento and San Antonio Reservoirs are managed for the combined goals of flood protection, groundwater replenishment, Salinas Valley Water Project operation, recreation, and support for fish habitat.

Completed in 1957, Nacimiento Reservoir has a spillway elevation of 787.75 feet (msl) which can be raised to 800 feet using an inflatable spillway gate. At full capacity, it holds 377,900 acre-feet of water, is 18 miles long, and has 165 miles of shoreline.

Completed in 1967, San Antonio Reservoir has a spillway elevation of 780 (msl). At full capacity, it stores 335,000 acre-feet of water, is 16 miles long, and has 100 miles of shoreline.

1.1 SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT

The San Antonio Dam is a 201-foot high zoned earthfill embankment with a minimum dam crest at elevation (El.) 802.0 feet. San Antonio Dam impounds the San Antonio Reservoir that has a normal storage capacity of approximately 335,000 acre-feet at the spillway crest, El. 780.0 feet.

The existing spillway at San Antonio Dam is a 100-foot-wide concrete ogee section at crest El. 780.0 feet. The overall length of the concrete spillway chute is about 1,420 feet and the walls of the channel are 14-feet-tall. The chute consists of a converging section which transitions from the 100-foot-wide crest to a width of 50 feet. The upper portion of the chute slopes at approximately 19 percent before flattening to 6 percent. The existing spillway passes through a horizontal circular curve that has a radius of 1,000 feet and is approximately 400-feet-long. The existing chute slab is superelevated through the horizontal curve by up to 7.5 feet. The spillway terminates at a flip bucket with a 30-degree launch angle and 50-foot radius.

Regulators of dams throughout the United States mandated spillway condition assessments be made for high hazard dams following the failure of the spillway chute at Oroville Dam in 2017. The San Antonio Dam Spillway assessment was conducted by GEI Consultants, Inc., and is documented in their Spillway Condition Assessment Report dated May 2018 (GEI 2018). The Assessment Report documents deficiencies in the spillway chute but suggests the ogee

control structure and flip bucket energy dissipating structure do not have visible deficiencies. San Antonio Dam is located in southern Monterey County, California.

The San Antonio Dam Spillway Replacement Project (San Antonio Project) is mandated by the California Department of Water Resources, Division of Safety of Dams (DSOD) via their letter dated April 12, 2019, and confirmed in a November 18, 2022, letter from DSOD stating that replacement of the existing spillway structure with one that is consistent with modern design standards is required. DSOD has mandated the full spillway replacement on or before December 31, 2031.

Construction of a new spillway within the footprint of the existing spillway would require significant effort to demolish the existing structure including walls, drains, and anchors. This will necessitate careful construction staging and sequencing to minimize the risk to the existing structures and the new work. Consideration will also need to be given to phasing to minimize risk due to re-exposing the natural subgrade.

An Alternatives Analysis Report was drafted by McMillen, Inc. and is currently under review by DSOD. The Alternatives Analysis Report includes evaluation of eleven proposed alternatives with a proposed alternative presented as the preferred alternative (Alternative 11). Approval by DSOD of the proposed alternative is required.

Alternative 11 includes retrofitting the existing ogee control structure at El. 780.0 feet, new spillway chute, and construction of a new USBR Type II terminal structure. This alternative retains the existing ogee control structure's location. A new spillway chute with a new underdrain collection and management system would be constructed along the existing spillway alignment to connect the existing ogee and new terminal structure.

The Scope of Services for the San Antonio Project can be found as Scope of Work Exhibit A.1 in this document. Technical references available are listed and can be obtained as outlined in Exhibit B of this RFQ.

1.2 NACIMIENTO DAM SPILLWAY PLUNGE POOL PROJECT

Nacimiento Dam is owned and operated by MCWRA and is under the jurisdiction of DSOD and the Federal Energy Regulatory Commission (FERC). FERC has jurisdiction over the Nacimiento Hydroelectric Project at Nacimiento Dam (Nacimiento Project) due to the existence of the hydroelectric plant.

The existing spillway and associated energy dissipation plunge pool at Nacimiento Dam has a history of erosion issues and protection challenges (AECOM 2022). The plunge pool bank erosion conditions led MCWRA to initiate a study in 2022 to evaluate potential failure modes and to develop initial alternatives for erosion protection measures. Alternatives were developed considering the potential for spillway flows much greater than historic maximums (AECOM 2022). The 2022 study identified roller-compacted concrete (RCC) bank protection as the preferred approach to remediate the erosion and provide protection during higher flows. In

addition, the design concept includes partial removal and reshaping of the existing plunge pool rock outcrop to improve hydraulic flow conditions. The 2022 study also considered approaches including riprap rock protection, grouted rock riprap protection, structural vane walls to redirect scouring flows, and RCC training walls.

The project would not result in changes to the operation of the reservoir once constructed. The reservoir would continue to operate and release flows pursuant to the Nacimiento Dam Operation Policy (MCWRA 2018).

The Scope of Services for the Nacimiento Project can be found as Scope of Work Exhibit A.2 in this document. Technical references available are listed and can be obtained as outlined in Exhibit B of this RFQ.



Figure 1: Vicinity Map of Dam area of San Antonio and Nacimiento Dams



Figure 2: San Antonio Dam Spillway Alignment



Figure 3: Nacimient Dam Spillway Plunge Pool

2. SCHEDULE OF EVENTS

This is the planned schedule, all in PST:

Release of RFQ	April 16, 2026
Deadline for Written Questions	May 8, 2026 by 5:00 p.m.
Responses to Questions	May 20, 2026
Proposals are Due	May 29, 2026 at 5:00 p.m.
Interviews (if held)	June 15 thru June 19, 2026
Notification/Negotiation of Contract Terms	June 2026
Agency Committees and Board of Directors	July 2026
Notice to Proceed	August 1, 2026

All dates are subject to change at the discretion of MCWRA.

3. QUALIFICATION REQUIREMENTS

Interested Contractors must meet **ALL** the qualification requirements in order to be considered by MCWRA for the San Antonio Project and/or the Nacimientto Project:

3.1 CONTRACTOR shall have a minimum of ten (10) years' experience providing environmental compliance services for various project sizes and scopes similar in nature to that of the San Antonio Project and/or Nacimientto Project; and

3.2 CONTRACTOR's project manager, including any subsequent project managers, shall have a minimum of ten (10) years' experience in managing the environmental compliance and approvals of heavy civil construction projects involving water conveyance facilities; and

3.3 CONTRACTOR is required to ensure that all services, costs, and materials must, at a minimum, meet the specifications for the State of California and CAL/OSHA regulations, as applicable to the project; and

3.4 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT; and

3.5 CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to: County, State, and Federal laws; Endangered Species Act (ESA); Clean Water Act (CWA); California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA); California Department of Water Resources, Division of Safety of Dams (DSOD); ACSM (American Congress on Surveying and Mapping); Cal/OSHA (California Division of Occupational Safety & Health Administration); FEMA (Federal Emergency

Management Agency); ASTM (American Standards Test Method); California Health & Safety Code; CFR (Code of Federal Regulations); CCR (California Code of Regulations); County Design Manuals and County Standard Plans; all Caltrans manuals and policies; State Standard Plans and Specifications; Manual of Uniform Traffic Control Devices; California Building Code; and Americans with Disabilities Act (ADA); including as revised and amended by COUNTY ordinance.

4. PROPOSAL FORMAT GUIDELINES

Interested entities are to provide MCWRA with a thorough statement of qualifications using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of each team member, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and Appendices. For entities submitting for both projects, the proposal may be 30 typed pages using 12-point font size, including transmittal letter and resumes of each team member, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and Appendices. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions and responding to the RFQ requirements. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Cover Letter**

A cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price quote will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Salinas, California and the office(s) from which the project(s) will be managed. Only one cover letter shall be used if submitting on one or both projects; however, the cover letter shall clearly indicate which project(s) the entity is submitting on.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of MCWRA and each project(s) to be examined, the work to be done, and the objectives to be accomplished. If you want to be considered for the San Antonio Project and the Nacimiento Project, indicate clearly this section’s responses for each project, as each project’s section will be scored independently. Refer to Scope of Work (SOW), Exhibit A.1 and Exhibit A.2 of this RFQ.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
 4. Detailed description of specific tasks you will require from Agency staff. Explain what the respective roles of Agency staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the Agency will consider statements of qualifications that offer alternative service delivery means and methods for the services desired.
- If you want to be considered for the San Antonio Project and the Nacimientto Project, indicate clearly for this section your responses for each project, as each project's section will be scored independently. Refer to Scope of Work (SOW), Exhibit A.1 and Exhibit A.2 of this RFQ.

- **Staffing**

Provide a list of individual(s) who will be working on each project(s) and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the Agency for approval **before** they begin work.

If proposing on both projects, there should be a staffing section for each project, as these sections will be scored independently.

If proposing on both the San Antonio Project and Nacimientto Project, a description outlining how your firm will be able to manage both projects with its proposed staffing organization shall be included.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects **within the past five years** that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to SOW Exhibit(s) A.1 and/or A.2.

A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Qualifications. In addition, **all qualifications outlined in Section 3 of this RFQ must be met.**

Provide at least **three** reference projects; information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name (reference),
- Telephone number, and e-mail address.

MCWRA reserves the right to contact any of the organizations or individuals listed.

- **Cost Proposal**

All Proposers are required to provide a Cost Proposal with their submittal as Appendix A to their SOQ. If proposing on both projects, please include Appendix A.1 and Appendix A.2 for each project's SOW as they will be evaluated independently. Pricing shall consider all information outlined in Scope of Work A.1 and/or A.2. Pricing details or exclusions should be clearly defined to ensure fees proposed can be compared and evaluated. Shall include hourly rates, estimated hours per task, and expenses. Proposals shall be valid for a minimum of 180 days following submission date of **May 29, 2026**.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current MCWRA elected official, appointed official, MCWRA employee, or family member of any current MCWRA elected official, appointed official, or Agency employee. ***Any past or current business relationship may not disqualify the firm from consideration.*** This disclosure statement shall be included as Appendix B to the SOQ.

- **Agreement**

The firm selected by MCWRA will be required to execute a Professional Services Agreement (PSA) with MCWRA. The standard PSA is enclosed as Exhibit C.

Acceptance of Terms and Conditions;

Include a statement of acceptance of the Agency's standard contract terms and conditions (See Exhibit C – Professional Services Agreement) along with your proposal as Appendix C. Any proposed exceptions must be clearly identified and submitted with the proposal. Each project, respective of its SOW, will have its own separate contract.

- **Checklist of Appendices to Accompany SOQ**

Appendix A (A.1 and/or A.2)	Cost Proposal
Appendix B	Disclosure of Government Positions
Appendix C	PSA Terms and Conditions

5. PROCESS FOR SUBMITTING SOQs

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **PDF File Submittal (email ONLY)**

Submit the PDF file (or include the link in the email if too large for email transmission) of your proposal package to: HardenE@countyofmonterey.gov **and** MCWater@countyofmonterey.gov. There are no hard copy submittals accepted.

Submission of SOQs

Complete SOQs must be submitted and received no later than 5:00 p.m. (P.D.T) on May 29, 2026 to HardenE@countyofmonterey.gov and MCWater@countyofmonterey.gov. Proposals will not be accepted after this deadline.

SUBJECT: ENVIRONMENTAL RFQ No. 2026-001

□ Inquiries

Questions about this RFQ must be directed in writing, no later than May 8, 2026, via e-mail to:

ATTN: Elise R. Harden, PE, Senior Water Resources Engineer

HardenE@countyofmonterey.gov

And

MCWater@countyofmonterey.gov

SUBJECT: ENVIRONMENTAL SOQ

The Agency reserves the right to amend or supplement this RFQ prior to the proposal due date. All amendments, responses to questions received, and additional information will be shared via MCwater.info under the News/Announcements section. Proposers should check this web page daily for new information. All written questions must be received by the question deadline of **May 8, 2026 at 5:00 p.m.** The Agency will endeavor to answer all written questions no later than **5:00 p.m. on May 20, 2026.** The Agency reserves the right not to answer all questions.

From the date that this RFQ is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFQ with any Agency employee other than the contracting officer listed above regarding this RFQ. The Agency reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Agency.

□ Conditions for Proposal Acceptance

This RFQ does not commit the Agency to award a contract or to pay any costs incurred for any services. The Agency, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified source(s), or to cancel this RFQ in part or in its entirety. The Agency may waive any irregularity in any proposal. All proposals will become the property of the Agency. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The Agency's evaluation and selection process will be conducted in according to the following criteria. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below. If proposing on both projects, sections shall be clearly marked and separate as sections will be evaluated separately and independently.

1. Qualifications of Entity and Key Personnel-----35%

Includes ability to provide timely the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----35%
Includes an understanding of the RFQ and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services. Deliverables and schedule of milestones and key project dates. If proposing on both projects, description of the proposers ability to timely deliver both projects.
3. Reference Projects-----15%
Includes the relevance and similarity to the type and scale of each project. Familiarity with dams, capital improvement projects within waterways, and hydraulic facilities. Reference projects should also have similar CEQA or environmental permitting requirements.
4. Cost Proposal-----10%
Cost Proposals will be evaluated on the basis of the Total Estimated Price submitted in Appendix A (A.1 and/or A.2).
5. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----5%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The Agency will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the Agency's staff and possibly outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFQ. The Agency may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFQ. At any time during the evaluation process, the Agency reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The Agency may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the Agency. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The Agency may conclude the evaluation process at this point and recommend award to its governing bodies. Alternatively, the Agency may elect to negotiate directly with one or more Proposers to obtain the best result for the Agency prior to making a recommendation or selection. The Agency may also elect to reject all proposals.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **June 15th through June 19th, 2026** and will be conducted at the Agency or via Zoom. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the Agency may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The Agency may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm. The Agency may *recommend* award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the Agency, the Agency may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

Final contract award for one or both projects is subject to approval by the Monterey County Water Resources Board of Directors.

8. CONFIDENTIALITY

Unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFQ, protest, or any other written communication between the Agency and Proposer, shall be available to the public. The Agency intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the Agency Board of Directors.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the Agency withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the Agency withhold from disclosure information identified as confidential, and the Agency complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the Agency from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the Agency or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the Agency withhold from disclosure information identified as confidential, the Agency shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the Agency.

9. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the Agency Board of Directors or Supervisors about this RFQ. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the Agency, including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the Agency during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the Agency on the Proposer's behalf.

10. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code section 1090 *et seq.*, or section 87100 *et seq.*, during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the Agency, the Agency requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose

whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. (See Appendix B.)

12. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute a Professional Services Agreement (PSA) with the Agency describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the form of Agreement provided as Exhibit C to this RFQ, which may be modified by Agency.

The terms of the agreement, including insurance requirements have been mandated by the Agency and can be modified only if extraordinary circumstances exist. Acceptance of these terms shall be included as an Appendix to this RFQ or any modification requests.

13. STANDARD TERMS AND CONDITIONS

Addendums

The Agency reserves the right to amend or supplement this RFQ prior to the proposal due date. All addendums and additional information will be posted to MCWater.info Proposers should check this web page daily for new information.

TO BE PLACED ON A NOTIFICATION LIST FOR NEW INFORMATION RELATED TO RFQ No. 2026-001, please submit this request to HardenE@countyofmonterey.gov and MCWater@countyofmonterey.gov and you will be notified when new information related to this RFQ is posted to the website.

Cost for Preparing Proposal

The cost for developing the proposal and any time, travel, or effort prior to contract execution is the sole responsibility of the Proposer. All proposals submitted become the property of the Agency.

Insurance Requirements

Agency requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the Agency for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the Agency with the Certificates of Insurance proving coverage as specified within Exhibit C.

EXHIBIT A.1 – SCOPE OF WORK

ENVIRONMENTAL COMPLIANCE SERVICES **San Antonio Dam Spillway Replacement Project**

- [1. Introduction](#)
- [2. Objectives](#)
- [3. Work Tasks](#)
- [4. Anticipated Schedule](#)

1. Introduction

The proposed San Antonio Dam Spillway Replacement Project (herein referred to as the “San Antonio Project” or “SA Project”) is intended to replace the existing San Antonio Dam Spillway, located in southern Monterey County. Completed in 1967, San Antonio Dam is owned and operated by the Monterey County Water Resources Agency (herein referred to as the “Agency”). In May 2017, MCWRA received a letter from the California Department of Water Resources, Division of Safety of Dams (DSOD) requiring a detailed evaluation and assessment of the condition of the spillway at San Antonio Dam. MCWRA complied, submitting the Spillway Condition Assessment Report on May 23, 2018. In their response letter of April 12, 2019, DSOD stated that the spillway requires a “major rehabilitation or full replacement.”

According to the California Environmental Quality Act (CEQA) Guidelines Section 15378(a) a project means the whole of an action “which has the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The SA Project proposes to remove and replace the existing San Antonio Dam Spillway which will involve land modification and other physical changes. Therefore, the Scope of Work for the SA Project shall include all environmental consulting services necessary to conduct CEQA environmental review and documentation of both the direct and indirect effects of the SA Project. In addition, all permits and other approvals that will be necessary for the SA Project shall be identified.

The Agency has determined that an Environmental Impact Report (EIR) will be required as the primary environmental document for use by Agency decision makers as well as responsible, cooperating, and other agencies with discretion over the project. This includes permits and approvals issued by other agencies. The proposer shall provide an overview of the permits required for the SA Project and the estimated timeline to acquire all necessary approvals demonstrating alignment with SA Project completion timeline mandated by DSOD of December 2031.

The proposer shall also provide a cost estimate to perform tasks based on the Scope of Work and technical documents identified in Exhibit B. For the purposes of this submittal, a firm lump sum cost estimate with a schedule of values tied to milestones and deliverables identified in your project schedule and work plan shall be provided. The proposer shall include an estimate of costs related to obtaining permits and other approvals. Attach to SOQ as Appendix A.1 – Cost Proposal (San Antonio Project).

The SA Project and alternatives are further defined in the Draft San Antonio Dam Spillway Replacement Project, Spillway Alternatives Analysis, referenced in Exhibit B

2. Objectives

The services specified within this Scope of Work are performance-based, and the environmental consulting services firm is required to identify the specific detailed scope of work necessary to meet the objectives of the AGENCY and the projects as follows:

- 1) Prepare an accurate and complete Environmental Impact Report (EIR) in compliance with the CEQA Statute and Guidelines.
- 2) Identify permits and approvals required for construction of the Projects from all Lead, Responsible, Cooperating, Trustee, and Reviewing Agencies. Assume some involvement with Agency for drafting of applications. This shall include identifying all necessary supporting documentation.

3. Work Tasks

A professional environmental services consulting firm, herein referred to as “CONTRACTOR”, shall prepare the project environmental documents necessary to satisfy the requirements of CEQA (Public Resources Code Section 21000 *et seq.*) and the CEQA Guidelines, as amended (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000 *et seq.*). The document(s) shall be sufficient to support all required discretionary approvals of the Project. The CONTRACTOR should be prepared to revise the document(s) to comply with the National Environmental Policy Act (NEPA) should there be a federal action (funding, permits and/or other approvals).

In general, the CONTRACTOR shall develop the strategy and work plan necessary for successful processing of both draft and final versions of the EIR. The CONTRACTOR shall assume that they will assist the AGENCY in the preparation of CEQA Findings and other documentation necessary for certification of the EIR by the Monterey County Water Resources Agency Board of Supervisors (“Agency Board of Supervisors”), the CEQA Lead Agency for the Project.

The CONTRACTOR shall also assist the AGENCY in compliance with Assembly Bill 52 (“AB 52”). AB 52 added a variety of provisions to the CEQA statute, prescribing a stepwise process for the lead agency to consult with California Native American tribes (“Tribes”) that are traditionally

and culturally affiliated with the geographic area of a proposed project regarding potential impacts to tribal cultural resources. The CONTRACTOR shall support the Agency in outreach (e.g., preparation and distribution of Project notification letters and other information) and consultation with Tribes, when appropriate.

The tasks provided below represent general categories of work and are not intended to be all inclusive of the tasks required to support the Project. The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all areas of work critical to the success of this project are adequately addressed in the CONTRACTOR's proposal.

3.1 Project Management and Team Coordination

The CONTRACTOR shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. The CONTRACTOR shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

The CONTRACTOR shall perform the following project management duties to support the AGENCY (and the Program Manager) in the performance of the scope of work for the Project:

- Kickoff meeting.
- Prepare project work plan in coordination with Agency staff and management team.
- Identify diligent budget and schedule control measures for all phases of the work.
- Develop and update a project schedule for the environmental process.
- Develop and update a cost estimate for environmental mitigation measures that may be required to be incorporated in the construction contract documents.
- Coordinate the environmental alternatives analysis with the design consultants retained by the AGENCY to perform preliminary design for the projects.
- Provide monthly progress reporting in the format specified by the AGENCY, included with the submittal of monthly invoicing. Progress reporting shall include reports from the significant sub-consultant team members. Progress reports shall identify progress made, schedule assessment and update, all impacts to schedule (if any), plan for recovery of lost time on the schedule, assessment of the budget, budget overages (if any) and plan for recovery of budget overages.
- Submit timely invoicing, including monthly invoicing from sub-consultants, in the format specified by the AGENCY.
- Utilization of a project file system, to be shared with the Project team for uniformity and for use in the CEQA administrative record.
- Implement and maintain a quality control system for deliverables.

- Participate in the Project's leadership team meetings organized by the AGENCY and Program Manager when needed (assume attendance at up to 2 virtual meetings per month).
- Prepare all deliverables in electronic format (Microsoft Word to facilitate editing draft documents) and original software format customary of environmental projects.

Deliverables: Schedules, agendas, meeting notes, progress reports in electronic format.

3.2 Project Description

The CONTRACTOR shall prepare a project description for use in the EIR analysis. The AGENCY anticipates that the design process will be advanced to approximately 60% complete by mid-2026. An accurate and complete project description will be key to the analysis of the Project and determining the potential for adverse impacts. The project description shall rely on information developed by the design team, including but not limited to the December 2025 Draft Spillway Alternatives Analysis, prepared for MCWRA by McMillen. The Project Description will also be utilized in drafting summaries for use in any public outreach and noticing.

Deliverables: Draft and Final Project Description in electronic (Word and PDF) format.

3.3 Initial Study and Notice of Preparation (NOP)

The AGENCY anticipates that an EIR is required for the Project. The CONTRACTOR shall prepare an annotated Initial Study (IS) Checklist, based on Appendix G of the CEQA Guidelines, that shall be used to identify the preliminary scope and content of the EIR. After review and approval by the AGENCY, the IS will be included as an attachment to the CEQA Notice of Preparation (NOP). Both the NOP and IS shall be submitted to the State Clearinghouse, the Monterey County Recorder, and other interested parties in electronic (PDF) format.

Deliverables: Draft and Final NOP and IS in electronic (Word and PDF) format.

3.4 EIR Preparation

The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all probable environmental effects of this project are adequately identified and addressed in the EIR. The analysis of each environmental resource topic will be, at a minimum, based on the expanded analysis of relevant resource topics outlined in the IS Checklist prepared under Task 3.3 (above) and input received on the NOP. The EIR will address the direct, indirect, and cumulative effects of the Project and identify measures to mitigate significant effects.

The EIR shall address any irreversible and irretrievable commitment of resources that would result from the proposed project if implemented and the growth inducement potential of the Project. The EIR must also address all cumulative effects within each area of analysis, including identification and discussion of all cumulative impacts of the project in relation to other existing

and known projects, past, present and in the foreseeable future (including the proposed Nacimiento Dam Spillway Plunge Pool Project).

The EIR needs to compare alternatives, graphically if that would be useful, and identify the environmentally superior alternative. CONTRACTOR shall work with Agency_staff and the design consultants retained by the AGENCY in the evaluation and representation of the alternatives. Alternatives must be discussed to a level required by CEQA.

3.5 Prepare Administrative Draft EIR (ADEIR)

CONTRACTOR shall conduct all environmental studies necessary to complete an accurate and defensible EIR. All relevant comments from the scoping process shall be considered in preparing the EIR. The ADEIR shall be prepared as a complete deliverable and as close to a final reproducible copy as possible to facilitate AGENCY review. The AGENCY and Program Manager will meet with the CONTRACTOR to review revisions to the ADEIR. The intent is that the AGENCY and CONTRACTOR will have worked closely together and minimal review and revision will be required to develop the Draft EIR from the ADEIR.

Deliverable: ADEIR in electronic (Word) format.

3.6 Prepare Draft EIR and Notice of Availability

Prepare an electronic screen check Draft EIR with all revisions made as required by the AGENCY, with a 5-day review period prior to public release. CONTRACTOR will prepare a Notice of Availability for posting at the time of release.

Deliverable: Draft EIR in electronic (Word and PDF) files for distribution and posting on the AGENCY website. Draft and Final Notice of Availability in electronic (Word and PDF) format for distribution and posting.

3.7 Prepare Draft Responses to Comments

Pursuant to Section 15088 of the CEQA Guidelines, the AGENCY, as the Lead Agency for the Project, is required to review and address all comments received on the Draft EIR. CONTRACTOR shall adequately address received comments in both Master and Specific comments. Each written response will paraphrase the specific comments being responded to, followed by an appropriate response in keeping with the CEQA Guidelines and current CEQA practice. All revisions to the Draft EIR made in response to comments will be compiled for inclusion in a separate section in the Final EIR.

Deliverable: Draft responses to comments will be submitted to the AGENCY in electronic (Word) format for review and comment.

3.8 Prepare Administrative Draft Final EIR

Upon receipt of AGENCY comments on the draft responses to comments document, CONTRACTOR will prepare an administrative draft Final EIR (ADFEIR). The ADFEIR will incorporate all agency revisions to the draft responses to comments, as appropriate.

Deliverable: The ADFEIR will be submitted to the AGENCY for review in electronic (Word) format.

3.9 Prepare Final EIR

CONTRACTOR will incorporate AGENCY revisions to the ADFEIR into a screencheck draft of the Final EIR. The screencheck draft will contain all final text revisions and be presented in publishable format for final review by the AGENCY. CONTRACTOR will incorporate any final revisions to the Final EIR. If needed, the AGENCY will print and circulate the Final EIR.

Deliverable: Final EIR in electronic (PDF) format for distribution and posting on the AGENCY website.

3.10 Prepare Findings, Statements of Overriding Considerations Notice of Determination, and Mitigation Monitoring & Reporting Plan

Prepare Findings

CONTRACTOR will assist the AGENCY and legal counsel in preparing the Findings of Fact in a separate Findings document. CONTRACTOR will work with the AGENCY in the development and review of the Findings of Fact. The Findings will be submitted to the AGENCY with the Final EIR for consideration and adoption by the Agency Board of Supervisors prior to project approval.

A draft findings document will be submitted to the AGENCY for review. Comments received on the Draft finding document will be incorporated into the final Findings of Fact.

Prepare Statements of Overriding Considerations

If the AGENCY chooses to approve the proposed project and the project will result in the significant environmental effects, the AGENCY will be required to state in writing the specific reasons to support its action based on information contained in the Final EIR and/or other information in the record. The Statement of Overriding Considerations will document these decisions and will be submitted with the Findings to the AGENCY for consideration and adoption by the Agency Board of Supervisors prior to project approval.

CONTRACTOR will assist the AGENCY and legal counsel in preparing a draft Statement of Overriding Considerations document which will be submitted to the AGENCY for review. Comments received on the Draft will be incorporated into the final Statement of Overriding Considerations.

Prepare Mitigation Monitoring & Reporting Plan

CONTRACTOR will develop the Mitigation Monitoring and Reporting Program (or MMRP) for all mitigation measures required in the Final EIR. The MMRP will include the proposed mitigation measures; specific actions to be carried out by the responsible party; parties responsible to implement the actions; parties responsible for monitoring the action; timing of the action; and the reporting of the results of that mitigation effort.

Deliverables: A draft MMRP will be submitted to the AGENCY for review in electronic (WORD) format. Comments received on the draft will be incorporated into the final MMRP. The MMRP will be included with the Findings for adoption by the Agency Board of Supervisors.

Prepare Notice of Determination

CONTRACTOR will prepare the CEQA Notice of Determination (NOD) within 5 working days after approval of the project and deliver it to the State Clearinghouse and the Monterey County Recorder.

Deliverables: Draft and final versions of the NOD in electronic (Word and PDF) format.

3.11 Final EIR Certification / Public Outreach

CONTRACTOR will aid in the development of and presentation of materials to support the AGENCY during its Public Hearing to consider whether to certify the Final EIR and approve the proposed project. An action item is required at both the Monterey County Water Resources Agency Board of Directors and the Monterey County Water Resources Agency Board of Supervisors to complete the certification and approval process. CONTRACTOR will also maintain the stakeholder and public agency contact database for the Project. At least ten (10) days prior to hearing, CONTRACTOR will submit responses to comments to EIR commenters.

Deliverables: Meeting materials, as needed.

3.12 Public Meetings

The CONTRACTOR shall prepare for and participate in the following meetings.

- Public Scoping Meeting for EIR. This meeting involves soliciting from the public the issues and concerns that should be addressed in the EIR. The CONTRACTOR will run this meeting using the latest industry standard graphics and presentation software and will provide all meeting materials. The CONTRACTOR will be responsible for preparing (in coordination with AGENCY staff) materials and sending notices of the meeting and preparing a summary record of the meeting's proceedings.

- Public Review Meeting for Draft EIR. The Draft EIR will be presented at this meeting. The CONTRACTOR will provide a presentation using the latest industry standard graphics and software and provided all meeting materials. The CONTRACTOR will be responsible for preparing (in coordination with AGENCY staff) and sending notices of the meeting and preparing a summary record of the meeting's proceedings. Written public comments received during the meeting will be included in the environmental record.

The AGENCY will be responsible for providing meeting rooms and preparing and distributing and legal notices.

Deliverables: Meeting notice(s) and materials; meeting summary.

3.13 Public Outreach

CONTRACTOR shall prepare a mailing list of special interest groups and other stakeholders resulting from AGENCY meetings/interviews. The CONTRACTOR will also maintain a contact management system to trace all contact with stakeholders, other agencies and members of the public at large. The CONTRACTOR will assist the AGENCY in developing protocols for public communications related to the Project, maintain a project database and will assist the AGENCY with providing information to the public including: posting on the AGENCY website and emails to stakeholders, assist in the preparation for and participation with the AGENCY staff in at least two (2) public meetings as defined in Task 3.12, and public meeting quality electronic exhibits.

Deliverables: Draft and final meeting notice(s) and materials.

3.14 Permits and Other Approvals

There is the potential that several permits/approvals will be required from local, state and federal regulatory agencies prior to Project implementation. These permits/approvals may include compliance with:

- Clean Water Act, Section 404
- Clean Water Act, Section 401
- Endangered Species Act
- California Fish and Game Code, Section 1600 *et seq.*
- California Endangered Species Act
- National Historic Preservation Act, Section 106

In addition, the California Department of Water Resources will have a role through design and construction approval since the Project is mandated by them and also under their jurisdiction.

Because of the uncertainty at this time of the extent of impacts on sensitive environmental resources, Proposers shall identify permits and approvals that will likely be required and a general

approach and estimated cost for preparing applications and obtaining the permits and other approvals.

Deliverables: Draft and final summary of permits and approvals required to implement the Project, general approach and cost estimate.

3.15 Optional Task: Prepare and Process Permit Applications

The AGENCY may request that the CONTRACTOR prepare and process permit applications. The scope and budget would be amended pursuant to Task 3.14

4. Anticipated Schedule

The AGENCY is anticipating release of the NOP in 2026 with a target date of April 2027 for the release of the Draft EIR and November 2027 for the Final EIR.

EXHIBIT A.2 – SCOPE OF WORK

ENVIRONMENTAL COMPLIANCE SERVICES

Nacimiento Dam Spillway Plunge Pool Project

- [1. Introduction](#)
- [2. Objectives](#)
- [3. Work Tasks](#)
- [4. Anticipated Schedule](#)

1. Introduction

The proposed Nacimiento Dam Spillway Plunge Pool Project (herein referred to as the “Nacimiento Project”) is intended to rehabilitate the existing Nacimiento Dam Spillway Plunge Pool, located in northern San Luis Obispo County. Completed in 1957, Nacimiento Dam is owned and operated by the Monterey County Water Resources Agency (herein referred to as the “Agency”). The energy dissipation plunge pool has suffered from erosion and bank erosion conditions have led the AGENCY to evaluate potential failure and erosion protection measures. In addition, removal and reshaping an existing plunge pool rock outcrop is under consideration to improve hydraulic flow.

According to the California Environmental Quality Act (CEQA) Guidelines Section 15378(a), a project means the whole of an action “which has the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The Nacimiento Project proposes to remove a rock outcropping and rehabilitate the existing Nacimiento Dam Plunge Pool which will involve land modification and other physical changes to the environment. Therefore, the Scope of Work for the Nacimiento Project shall include all environmental consulting services necessary to conduct CEQA environmental review and documentation of both the direct and indirect effects of the Project. In addition, the Scope of Work will include development of a strategy to identify and obtain all permits and other approvals that will be necessary for the Project.

The Nacimiento Project will consist of the rehabilitation of an existing facility. The AGENCY will require assistance in determining an approach to the CEQA analysis as well as the level of documentation that will be required to support AGENCY decision makers as well as responsible, cooperating, and other agencies with discretion over the project. A CEQA Exemption is unlikely due to the potential for short-term construction-related impacts to water quality, biological resources, and air quality. However, the proposer shall outline any preliminary field work and data review that will be necessary to assist the AGENCY in determining the appropriate level of CEQA documentation. It is also anticipated that permits and approvals will be required from other agencies. The proposer shall provide an overview of the permits required for the Nacimiento Project and the approach and estimated timeline to acquire all necessary approvals.

The proposer shall also provide a cost estimate to perform tasks based on the Scope of Work and technical document(s) identified in Exhibit B. For the purposes of this submittal, a firm lump sum cost estimate with a schedule of values tied to milestones and deliverables identified in your project schedule and work plan shall be provided. The proposer shall include an estimate of costs related to obtaining permits and other approvals. Attach to SOQ as Appendix A.2 – Cost Proposal (Nacimiento Project).

2. Objectives

The services specified within this Scope of Work are performance-based, and the environmental consulting services firm is required to identify the specific detailed scope of work necessary to meet the objectives of the AGENCY and the projects as follows:

- 3) Prepare accurate and complete environmental documents in compliance with the CEQA Statute and Guidelines.
- 4) Identify a strategy for obtaining all permits and approvals required for construction of the Projects from all Lead, Responsible, Cooperating, Trustee, and Reviewing Agencies.

3. Work Tasks

A professional environmental services consulting firm, herein referred to as “CONTRACTOR”, shall prepare the project environmental documents necessary to satisfy the requirements of CEQA (Public Resources Code Section 21000 *et seq.*) and the CEQA Guidelines, as amended (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000 *et seq.*). The document(s) shall be sufficient to support all required discretionary approvals of the Project.

In general, the CONTRACTOR shall develop the strategy and work plan necessary for successful processing of both draft and final versions of the environmental document. The CONTRACTOR shall also assume that they will assist the AGENCY in the preparation of any other documents necessary for use by the Monterey County Water Resources Agency Board of Supervisors (“Agency Board of Supervisors”), as the CEQA Lead Agency, prior to consideration of Project approval. This will include public notices and transmittals of documents to the State Clearinghouse and Monterey County Clerk

The CONTRACTOR shall also assist the AGENCY in compliance with Assembly Bill 52 (“AB 52”), if required. AB 52 added a variety of provisions to the CEQA statute, prescribing a stepwise process for the lead agency to consult with California Native American tribes (“Tribes”) that are traditionally and culturally affiliated with the geographic area of a proposed project regarding potential impacts to tribal cultural resources. The CONTRACTOR shall support the AGENCY in outreach (e.g., preparation and distribution of Project notification letters and other information) and consultation with Tribes, if and when appropriate.

The Work Tasks provided below represent general categories of work and are not intended to be all inclusive of the tasks required to support the Project. The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all areas of work critical to the success of this project are adequately addressed in the CONTRACTOR's proposal.

Project Management and Team Coordination

The CONTRACTOR shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. The CONTRACTOR shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

The CONTRACTOR shall perform the following project management duties to support the AGENCY (and the Program Manager) in the performance of the scope of work for the Project:

- Kickoff meeting.
- Prepare project work plan in coordination with Agency staff and management team.
- Identify diligent budget and schedule control measures for all phases of the work.
- Develop and update a project schedule for the environmental process.
- Provide monthly progress reporting in the format specified by the AGENCY, included with the submittal of monthly invoicing. Progress reporting shall include reports from the significant sub-consultant team members. Progress reports shall identify progress made, schedule assessment and update, all impacts to schedule (if any), plan for recovery of lost time on the schedule, assessment of the budget, budget overages (if any) and plan for recovery of budget overages.
- Submit timely invoicing, including monthly invoicing from sub-consultants, in the format specified by the AGENCY.
- Utilization of a project file system, to be shared with the Project team for uniformity and for use in the CEQA administrative record.
- Implement and maintain a quality control system for deliverables.
- Participate in the Project's leadership team meetings organized by the AGENCY and Program Manager when requested (Assume attendance at up to 2 virtual meetings per month).
- Prepare all deliverables in electronic format (Microsoft Word to facilitate editing draft documents) and original software format customary of environmental projects.

Deliverables: Schedules, agendas, meeting notes, progress reports in electronic format.

3.2 Project Description

The CONTRACTOR shall prepare a project description for use in the EIR analysis. The AGENCY anticipates that the design process will be advanced to approximately 60% complete by mid-2026. An accurate and complete project description will be key to the analysis of the Project and determining the potential for adverse impacts. The project description shall rely on information developed by the design team. The project description will also be utilized in drafting summaries for use in any public outreach, noticing, and permit applications.

Deliverable: Draft and Final Project Description in electronic (Word) format.

3.3 CEQA Documentation

The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all probable environmental effects of this project are adequately identified and addressed in the environmental document. The analysis will consider, at a minimum, each environmental resource topic included in Appendix G of the CEQA Guidelines, carrying forward those that are relevant to the project in the environmental documentation. The analysis will address the direct, indirect, and cumulative effects of the Project and identify measures to mitigate significant effects, if necessary.

The CONTRACTOR shall also prepare a Mitigation Monitoring and Reporting Program (MMRP), if required.

Deliverables: Administrative Draft, Draft, Screencheck Final, and Final environmental documents and draft and final MMRP in electronic (Word and PDF) format.

3.13 Public Outreach

CONTRACTOR shall prepare a mailing list of special interest groups and other stakeholders for distribution of environmental documents. The CONTRACTOR will assist the AGENCY in developing protocols for public communications related to the Project and will assist the AGENCY with providing information to the public, including: documents formatted for posting on the AGENCY website; distribution of documents via emails to stakeholders; and preparation for and participation with AGENCY staff in two (2) Agency Board of Supervisor meetings, including the preparation of public meeting quality electronic exhibits.

Deliverables: Draft and final meeting notice(s) and materials.

3.14 Permits and Other Approvals

There is the potential that several permits/approvals will be required from local, state and federal regulatory agencies prior to Project implementation. These permits/approvals may include compliance with:

- Clean Water Act, Section 404
- Clean Water Act, Section 401

- Endangered Species Act
- California Fish and Game Code, Section 1600 et seq.
- California Endangered Species Act
- National Historic Preservation Act, Section 10
- California Department of Water Resources, Division of Safety of Dams (DSOD), **Application by others**
- Federal Energy Regulatory Commission (FERC), **Application by others**

Because of the uncertainty at this time of the extent of impacts on resources protected under these laws, Proposers shall identify permits and approvals that will likely be required, a strategy for obtaining permits, and an estimated cost for preparing applications and obtaining the permits and other approvals. It is anticipated that the CONTRACTOR will participate in pre-application meetings with regulatory agencies and assist the AGENCY in any ongoing consultations and coordination necessary to obtain permits

Deliverables: Permit strategy, draft and final permit applications.

4. Anticipated Schedule

The AGENCY is anticipating completion of the CEQA document by the end of 2027 and obtaining permits in mid-2028.

EXHIBIT B. Technical Reference Information

B.1.0 Introduction

This technical reference provides information about the Project and is presented to assist proposers in the project understanding. Technical references are available via email link; to obtain a link to the reference documents, please email: HardenE@countyofmonterey.gov and MCWater@countyofmonterey.gov.

B.1.1 San Antonio Dam Spillway Replacement Project Documents

1. San Antonio Dam Spillway Replacement Project, DRAFT Spillway Alternatives Analysis. December 2025. Prepared by McMillan for Monterey County Water Resources Agency (MCWRA).
2. State of California Division of Safety of Dams (DSOD), 2019. Letter to MCWRA. April 19, 2019.
3. State of California DSOD, 2022. Letter to MCWRA. November 18, 2022.

B.1.2 Nacimiento Dam Plunge Pool Project Documents

1. Nacimiento Dam Spillway Plunge Pool Erosion Protection Alternatives Analysis. April 2022. Prepared by AECOM for MCWRA.
2. MCWRA, Nacimiento Dam Operation Policy. Adopted February 20, 2018.

EXHIBIT C - PSA

RFQ 2026-001

**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 _____,
a _____ 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:
 - 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 _____ by CONTRACTOR and Agency, and will terminate on _____, 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

(\$ _____).

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@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- 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 AGENCY 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 Agency, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the Agency, or defect in a design furnished by the Agency, 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 the Agency 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 the Agency, 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 Agency, or defect in a design furnished by the Agency.

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. 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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Agency.

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, 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 auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover

liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations

performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Agency, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by 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 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. Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Agency against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State Website: <https://webstandards.ca.gov/accessibility/>.
9. 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.
10. 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.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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 be 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.
18. 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.
19. 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.
20. 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.
21. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Contract Administrators.

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

Agency’s designated administrator of this Agreement shall be:

29. 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: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
E-Mail: _____	E-Mail: _____

30. 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.
31. 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.
32. 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.
33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Fee Schedule
34. 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.

[Remainder of this page blank]

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

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

CONTRACTOR

By: _____
Ara Azhderian, General Manager

Date: _____

By: _____

Name & Title

Date: _____

By: _____

Name & Title

Date: _____

* 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:

Approved as to fiscal provisions:

Chief Assistant County Counsel

Administrative Analyst

Date: _____

Date: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Date: _____

Date: _____

¹ Approval by County Counsel 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