

**AGREEMENT BETWEEN THE  
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND  
PSOMAS  
FOR SERVICES TO PERFORM A CONSTRUCTABILITY REVIEW**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between PSOMAS, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

**SECTION I - SCOPE OF SERVICES**

MPWMD hereby engages Consultant for services as set forth in **Exhibit A**, Scope of Work.

**SECTION II TIME OF PERFORMANCE**

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule that will be provided by the successful bidder on the Santa Margarita Water Disinfection Facility Construction Project, which will be issued for bid in August, 2019

Consultant will perform its scope of services to the level consistent with the standards of the industry. As no design services are included in the scope of work, consultant does not warrant the quality or completeness of, nor have liability for, the design.

**SECTION III COMPENSATION**

**A. FEE SCHEDULE**

Fees payable to Consultant for services specified herein shall be in accordance with the Budget and Fee Schedule in **Exhibit B**.

**B. METHOD OF PAYMENT**

Payment of fees shall be based on a time and materials basis, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the Scope of Work shown in **Exhibit A**. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

### C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$190,280.**

### D. LATE PERFORMANCE PENALTY

With respect to the work within its direct control, in the event Consultant is unable to perform satisfactory work consistent with the professional skill and care ordinarily provided by professionals practicing in the State of California under the same or similar circumstances within thirty (30) calendar days of the date such work is due pursuant to **Exhibit A**, Scope of Work, MPWMD may, in its discretion, withhold an additional five percent (5%) of the fees which would otherwise be payable pursuant to the fee schedule set forth in Exhibit B. This amount may be increased to a maximum of 10% after sixty (60) calendar days of the date such work is due.

Consultant shall not be responsible for delays to the Schedule due to actions outside of its immediate control. Delays due to lack of performance by other parties shall be documented and the Schedule adjusted to reflect the length of the delay incurred.

## SECTION IV INSPECTION OF WORK

The books, papers, records and accounts of Consultant or any subconsultants retained by Consultant insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of MPWMD. Said records shall be retained for a minimum of five (5) years after completion of services.

## SECTION V OWNERSHIP OF PROJECT REPORT

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD.

Consultant may retain copies for his/her own use.

## SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Consultant with all relevant data and studies in its possession without charge.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Work.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

## SECTION VII INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect as shown in **Exhibit C**, Insurance Requirements.
- B. Consultant shall provide photocopies of his/her current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to MPWMD.
- C. Consultant shall require any subcontractor to provide evidence of the same insurance coverages specified in Section VII Paragraph (A).
- D. Consultant shall provide notice to MPWMD of any cancellation or material change in insurance coverage where MPWMD has been named as additional insured, such notice to

be delivered to the MPWMD in accord with Section XV of this Agreement at least ten (10) days before the effective date of such change or cancellation of insurance.

- E. Evidence acceptable to MPWMD that Consultant has complied with the provisions of this Section VII shall be provided to the MPWMD, prior to commencement of work under this Agreement.
- F. All policies carried by the Consultant shall provide primary coverage instead of any and all other policies that may be in force. MPWMD shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

## SECTION VIII CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Budget and Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. MPWMD reserves the right to specify individual employees, subcontractors or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Work. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subcontractors or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

## SECTION IX TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section III, Paragraph (D) of this Agreement, "Late Performance Penalty,"

where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

- B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

## SECTION X SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of MPWMD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

During the performance of this Agreement, Consultant and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

## SECTION XII INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

## SECTION XIII CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

## SECTION XIV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

## SECTION XV NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Maureen Hamilton  
Monterey Peninsula Water Management District  
5 Harris Court, Building G  
or  
P. O. Box 85  
Monterey, CA 93942-0085

CONSULTANT: Melanie Carrido  
Psomas  
1660 Olympic Blvd., Suite 300  
Walnut Creek, Ca 94596

#### SECTION XVI AMENDMENTS

This Agreement together with **Exhibits A, B, and C** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

#### SECTION XVII ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Work
- Exhibit B.** Budget and Fee Schedule
- Exhibit C.** Insurance Requirements

**IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.**

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

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**BY: David J. Stoldt, General Manager**

**CONSULTANT**

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**BY:**

**FEDERAL TAX IDENTIFICATION NUMBER:**



## **EXHIBIT A – SCOPE OF WORK**

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PSOMAS



# Construction Management Services Technical Proposal



**Monterey Peninsula Water Management District**

August 1, 2019

Maureen Hamilton  
Project Manager  
Monterey Peninsula Water Management District  
5 Harris Court Building G  
Monterey, CA 93940  
Via email: [mhamilton@mpwmd.net](mailto:mhamilton@mpwmd.net)

Subject: Proposal to Provide Construction Management Services in Support of the Santa Margarita Water Treatment Facility Construction Project

Dear Ms. Hamilton,

The Monterey Peninsula Water Management District (MPWMD) is upgrading its infrastructure with the construction of water treatment facilities at the Santa Margarita Aquifer Storage and Recovery (ASR) site. This project requires the services of an experienced and trusted Construction Manager. Psomas' strong qualifications, time-tested approach, and client commitment will provide MPWMD with the level of Construction Management (CM) Services required for the successful completion of this project.

Psomas is dedicated to improving critical infrastructure, protecting our communities, and responsible use of public monies. Our services are differentiated in the following key ways:

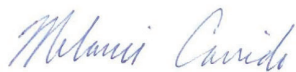
- For the last 25 years, Our Psomas Team has had a longstanding presence in the area supporting clients throughout Santa Cruz and Monterey counties.
- Our proposed Construction Management Team lives and works in the Santa Cruz/Monterey area. This team of experienced, local resources will provide MPWMD with the necessary skills and flexibility to lead high quality, timely construction.
- We bring experience on similar projects with proven, time-tested tools and processes.
- We manage with clear, consistent, and timely communication.

The success of our clients is our priority and our team is committed to working closely with MPWMD on the success of their ASR Water Treatment Facility. We are excited to present our response to your Request for Proposal and note that no addenda have been issued by MPWMD for this RFP.

Sincerely,



Gary Skrel, PE  
Regional Manager  
925.766.1130



Melanie Carrido, PE; QSP  
Construction Manager  
925.330.0343

**Regional CM Office:**  
706 Capitola Ave. Suite G  
Capitola, CA 95010

[www.Psomas.com](http://www.Psomas.com)

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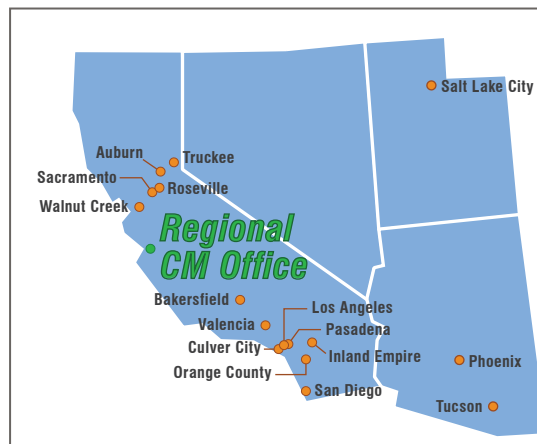
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# Firm Qualifications

## GROWING STRONGER

Psomas is a well-established 600-employee firm with offices throughout California, Arizona and Utah and has sustained stable growth through its 72-year history. In 2018, Psomas acquired Walnut Creek-based The Covello Group, Inc. to expand its construction management (CM) capabilities, strengthen its water resources portfolio, and provide the firm with a base from which to expand into a full-service Bay Area presence. Now a part of Psomas' Walnut Creek Region, the original Covello Group, consisting of construction management professionals with 250 years of combined experience, continues to manage water resource infrastructure projects for Bay Area clients with the benefit of Psomas' additional resources to better serve clients.

A testament to our abilities to deliver successful projects is the number of long-standing clients that continue to retain our teams for construction related services. Our clients recognize our commitment to their projects, technical capabilities, and consistent application of successful construction management practices.



## Construction Management Plus Service – Providing Maximum Value for MPWMD

Over the last 25 years, one of our core areas of focus has been providing professional construction management services for water resources projects. This focus has allowed us to develop a complete understanding of how agencies work and what is needed to deliver successful projects. As a result, the Construction Management Plus (CM Plus) service that we provide is the knowledge, experience, and enthusiasm to lead collaborative teams that deliver smarter, resource-efficient solutions for communities across California.

### *A selection of local clients that have retained us for multiple projects:*

Monterey One Water  
Pajaro Valley Water Management Agency  
Soquel Creek Water District  
City of Watsonville  
County of Santa Cruz

CM Plus is also about representing our clients' interests, putting the project's needs first – coordinating between the Owner, Designer, Contractor and other Stakeholders - to focus on the common goal of successful project completion. This means that MPWMD will benefit from the objective quality of Psomas' CM Plus services. Our day-to-day activities, decisions and recommendations are always based on "doing what is best for the success of the Project" and we develop a respectful culture that promotes a team atmosphere. This approach is at the core of Psomas' CM Plus services and will provide maximum value for MPWMD.



We certify our financial stability and continued ability to provide services to MPWMD. We would be happy to discuss our financial condition at greater length during contract negotiations for this Project. If you wish, you may speak to Mr. William M. Havens, Relationship Manager at Wells Fargo Bank, to confirm our financial solvency. He may be reached at (626) 585-4361. If you have any specific questions, please contact Nick Tarditti, Psomas Chief Financial Officer, at (310) 703-1373.

## Financial Condition/Strength Statement

Psomas is a well-established, employee-owned corporation with considerable experience in multi-million dollar projects with the strength to sustain multiple projects with fiscally sound management practices. There are no known existing conditions that may impede Psomas' ability to complete MPWMD's Project.

### PSOMAS Financial ID Numbers\*

- **Federal Tax ID:** 95-2863554
- **Incorporated:** 2/1/1974
- **CA Corporation:** C0705477

*\*Dun & Bradstreet (DUNs) and CCR IDs (CAGE) codes; Standard Industry Classification Codes (SIC); North American Industry Classification System (NAICS); and Business Licenses are available upon request.*

# Relevant Experience

## Recently Completed Projects

This section provides a list of relevant projects that demonstrates our ability and experience managing the successful construction of projects similar in scope and complexity to the Santa Margarita ASR Water Treatment Facility (ASRWTF). The experience we gained managing these projects gives us an excellent understanding of the potential issues that may be encountered during construction of the ASRWTF and how to proactively address them on behalf of MPWMD.

### Injection Wells Phase 2 Project

#### CLIENT

Monterey One Water

#### LOCATION

City of Seaside

#### SIZE

\$9.4 million

#### COMPLETION DATE

2018 - Present (Substantial completion in September 2019)

#### CLIENT NAME AND CONTACT INFORMATION

Maureen Hamilton, Water Resources Engineer  
(831) 842-0191

#### KEY PSOMAS PERSONNEL

Gary Skrel, Melanie Carrido, Larry Clough, Patrick Hughes

#### SUBCONSULTANTS

Beecher Engineering, BACC

#### SERVICE(S) PROVIDED BY PSOMAS

Construction Management and Inspection



#### PROJECT DESCRIPTION

This \$9.4 million project includes the installation of approximately 2,600 linear feet of open-cut pipeline, electrical building construction, percolation basin and deep well, vadose well, and six monitoring wells. SCADA and communication installations at remote sites are also part of the project requiring coordination with partnering agencies including Marina Coast Water District, the City of Seaside, the County of Monterey, and the Fort Ord Redevelopment Agency.

### Blanco Drain and Reclamation Ditch Diversion Facilities

#### CLIENT

Monterey One Water

#### LOCATION

Marina and Salinas

#### SIZE

\$7.3 million

#### COMPLETION DATE(S)

Blanco Drain: 2017 - Present (*Substantial Completion in September 2019*)  
Reclamation Ditch: 2017 - Present (*Substantial Completion in May 2019*)

#### CLIENT NAME AND CONTACT INFORMATION

Tom Kouretas, (831) 883-6178

#### KEY PSOMAS PERSONNEL

Gary Skrel, Melanie Carrido, Larry Clough, Patrick Hughes

#### SUBCONSULTANTS

Beecher Engineering, Pacific Crest Engineering

#### SERVICE(S) PROVIDED BY PSOMAS

Construction Management and Inspection

#### PROJECT DESCRIPTION

This \$7.3 million Source Water Diversion Project consists of two pump diversion facilities and pipeline that capture alternative water sources consisting of agricultural fields runoff in Blanco Drain and wash water from industrial food preparation facilities from the City of Salinas Reclamation ditch.

- **Blanco Drain Diversion Pump Station:**

The Blanco Pump station portion of the Source Water Diversion Project consists of one pump station structure and 8,350 linear feet of pipeline, 600 feet of which was Horizontally Directionally Drilled (HDD) under Salinas River and 7,750 feet of which was installed in farmers' access roads adjacent to crops or in existing operating agency owned facilities.

- **Reclamation Ditch Diversion Pump Station:**

The pump station consists of a new channel intake and pumping infrastructure that uses existing conveyance infrastructure to deliver flows to M1W's Waste Water Treatment Plant in Marina for agricultural users.



#### Recycled Water Storage and Distribution Pump Station Improvements Project



##### CLIENT

Pajaro Valley Water Management Agency

##### LOCATION

Watsonville

##### SIZE

\$4.8 million

##### COMPLETION DATE

July 2017

##### CLIENT NAME AND CONTACT INFORMATION

Brian Lockwood, General Manager, (831) 722-9292 ext. 26

##### KEY PSOMAS PERSONNEL

Gary Skrel, Larry Clough

##### SUBCONSULTANTS

Beecher Engineering, Pacific Crest Engineering

##### SERVICE(S) PROVIDED BY PSOMAS

Constructability Review, Construction Management and Inspection

##### PROJECT DESCRIPTION

The \$4.8 million improvement project provided the Pajaro Valley Water Management Agency (PVWMA) with additional recycled water storage to increase its recycled wastewater supply for agricultural irrigation and improved the efficiency of its treatment and distribution system. The project included construction of a 1.5-million-gallon reinforced concrete tank and upgrades to three (3) 350 Hp pumps at the Distribution Pump Station.



## **Blend Well Pipeline Project**

### **CLIENT**

Pajaro Valley Water Management Agency

### **LOCATION**

Watsonville

### **SIZE**

\$1 million

### **COMPLETION DATE**

April 2016

### **CLIENT NAME AND CONTACT INFORMATION**

Brian Lockwood, General Manager, (831) 722-9292 ext. 26

### **KEY PSOMAS PERSONNEL**

Gary Skrel, Larry Clough

### **SUBCONSULTANTS**

Pacific Crest Engineering

### **SERVICE(S) PROVIDED BY PSOMAS**

Construction Management and Inspection



### **PROJECT DESCRIPTION**

This \$1 million project connected the Pajaro Valley Water Management Agency's (PVWMA) supplemental wells to their existing Recycled Water Coastal Distribution System. The project included 2,800 linear feet of mortar lined and coated welded steel pipe and a static mixing system.



## **K-1 Pipeline Project**

### **CLIENT**

Pajaro Valley Water Management Agency

### **LOCATION**

Watsonville

### **SIZE**

\$1.5 million

### **COMPLETION DATE**

July 2016

### **CLIENT NAME AND CONTACT INFORMATION**

Brian Lockwood, General Manager, (831) 722-9292 ext. 26

### **KEY PSOMAS PERSONNEL**

Gary Skrel, Larry Clough

### **SUBCONSULTANTS**

Pacific Crest Engineering

### **SERVICE(S) PROVIDED BY PSOMAS**

Construction Management and Inspection

### **PROJECT DESCRIPTION**

This \$1.5 million pipeline project was an extension of the Pajaro Valley Water Management Agency's (PVWMA) existing Recycled Water Coastal Distribution System. The project included installation of approximately 6,630 linear feet of HDPE pipeline and appurtenances, including a total of eight turnouts to agricultural fields. The pipeline provides supplemental water to approximately 180 irrigated acres of farmland in Northern Monterey County.

## **O'Neill Ranch Well and Water Treatment Plant**

### **CLIENT**

Soquel Creek Water District

### **LOCATION**

Capitola

### **SIZE**

\$4.3 million

### **COMPLETION DATE**

October 2015

### **CLIENT NAME AND CONTACT INFORMATION**

Taj Dufour, Engineering Manager, (831) 475-8501 ext. 123

Michael Wilson, Associate Engineer, (831) 475-8501 ext. 122

### **KEY PSOMAS PERSONNEL**

Gary Skrel, Melanie Carrido

### **SUBCONSULTANTS**

Beecher Engineering, BACC

### **SERVICE(S) PROVIDED BY PSOMAS**

Construction Management and Inspection



### **PROJECT DESCRIPTION**

This \$4.3 million project consisted of the construction of a treatment facility creating a potable water source from a newly constructed and developed inland well as part of Soquel Creek Water District's (SqCWD) overall Groundwater and Well Master Plan to fight saltwater intrusion and eliminate reliance on coastal wells. Treatment involved installation of iron and manganese filter systems. Project construction also included 270 linear feet of 12-inch PVC and 1,880 linear feet of 18-inch PVC transmission main, lateral tie-ins and 14 water services.

## **Polo Grounds Well and Treatment Facilities**

### **CLIENT**

Soquel Creek Water District

### **LOCATION**

Aptos

### **SIZE**

\$2.3 million

### **COMPLETION DATE**

June 2012

### **CLIENT NAME AND CONTACT INFORMATION**

Taj Dufour, Engineering Manager, (831) 475-8501 ext. 123

Michael Wilson, Associate Engineer, (831) 475-8501 ext. 122

### **KEY PSOMAS PERSONNEL**

Gary Skrel, Melanie Carrido

### **SUBCONSULTANTS**

BACC

### **SERVICE(S) PROVIDED BY PSOMAS**

Program and Construction Management



#### PROJECT DESCRIPTION

This \$2.3 million project converted the Polo Grounds Well, an existing irrigation well, to a potable water supply through iron and manganese filtering removal process. Similar to the ASR Treatment Facility, this Project added another potable water supply source that supplemented the District's existing water delivery system. The project elements included the removal and replacement of the existing pump and motor, installation of a filtering system, a chemical treatment system, an underground backflow storage tank, associated mechanical, electrical and control systems, and 6,910 linear feet of 8-inch and 10-inch domestic water and sewer pipeline. The project also involved coordination with PG&E to upgrade the existing power source to meet the requirements of the newly constructed treatment plant.

# Team Organization & Experience

Our proposed personnel and subconsultants were chosen because their qualifications align with the specific requirements for the construction of the Aquifer Storage and Recovery Water Treatment Facility (ASRWTF). This CM Team has specialized in similar types of water resource projects for the last twenty-five years for clients in Santa Cruz and Monterey counties. As a result, when it comes to the construction of the ASRWTF, MPWMD will benefit from the Team's understanding of what will be required and what to expect for this project, and how to plan and navigate through project issues efficiently.

An overview of our key personnel and subconsultants is provided below. This is followed by an organization chart. Team member resumes highlighting their experience and qualifications are provided in Appendix A.

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*"What distinguishes Psomas from other CM firms is that you don't just get a Construction Manager, you get a whole company supporting that Construction Manager." ~ former Union Sanitary District General Manager*

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## Key Personnel



### **Melanie Carrido, PE, QSP – Construction Manager**

Melanie Carrido, PE, QSP will act as Construction Manager (CM) and will oversee the CM team and our subconsultants. She brings over 25 years of combined CM and General Contractor experience in pump station, pipeline and treatment plant construction projects. She understands practical application of design intent, proper sequencing and scheduling of construction and when and how to focus the Project Team resources for effective and value driven project management.

In addition to her focus on project costs and day-to-day project schedule, she will be the lead Psomas interface to MPWMD and be responsible for project communication and coordination, inspection planning, contract change order negotiations, and Permit Compliance and Coordination. Melanie has lived and/or worked in the Santa Cruz/Monterey area for the past 20 years. In the last ten years, she has managed the construction of seven pump stations and two water treatment facilities in Santa Cruz and Monterey Counties.



### **Larry Clough, ICC – Lead Inspector**

With over 38 years of experience, Larry is a veteran inspector who sets the standard for proactive field inspection. As Larry has proven time and again, he understands that his role means much more than observing, documenting, and verifying contract conformance of the work as it occurs. Larry applies his experience to stay three steps ahead of the Contractor. Equipped with plans, specifications, approved submittals, RFIs and other technical documents, he confirms what is on paper actually fits in the field and represents the Owner every step of the way. He constantly helps the Contractor move in the right direction and he becomes a trusted ally of the Contractor rather than an adversary.

He will also assist Melanie to guide the Contractor through all phases of system integration, testing, and startup. Larry is a 30-year Salinas resident with 38 years of experience with the installation, inspection and testing of pipelines, pump stations, and treatment facilities. His strengths include mechanical, civil, and



start-up/testing commissioning and integrating new construction with existing plant facilities. He will identify potential issues early and proactively work with the CM team to resolve them efficiently.



### **Gary Skrel, PE – Regional Manager**

Gary Skrel, PE will act in an advisory capacity and provide as-needed project oversight. He brings 40 years of construction management experience to the Team. His focus for MPWMD will be pre-construction assistance, schedule reviews, and claims and delay analysis. He provides advice and hands-on involvement as dictated by the needs of the project. His years of experience allow him to bring a “big picture” approach to conflict resolution issues and a fair and practical approach to all project matters whether they are technical, financial, or personnel related.



### **Patrick Hughes – Office Engineer/Field Engineer**

Similar to the current M1W – Injection Wells Phase 2 Project, Patrick our Office Engineer/Field Engineer will provide project controls and documentation and field support as needed supplementing Melanie’s CM role on a day-to-day basis. Patrick will assist with coordination between Project stakeholders and Contractors and provide additional support to Melanie as needed.

We have assembled a team with a long and successful track record of working together to manage complex construction projects. Together, we have managed well over a hundred major planned plant interruptions with no violations.

## **Subconsultants**

The following subconsultants have a proven track record of working on successful projects with Psomas and are vital to building a strong team that will work effectively on MPWMD's Project.

Pacific Crest Engineering Inc.



### **Beecher Engineering – Electrical, Instrumentation and Controls**

Psomas will retain Todd Beecher, PE, EE, to provide electrical, instrumentation, and controls (E, I and C) support services. He has over 25 years of experience in the planning, design and construction of electrical power, controls, and instrumentation systems for the water and wastewater industry. Todd has been providing E, I and C services to us for approximately 20 years. He is an invaluable resource when it comes to troubleshooting electrical/mechanical interface, PLC and SCADA operations. In addition to his relevant experience, he is also very familiar with the Project area having been born in Santa Cruz and raised in Salinas.



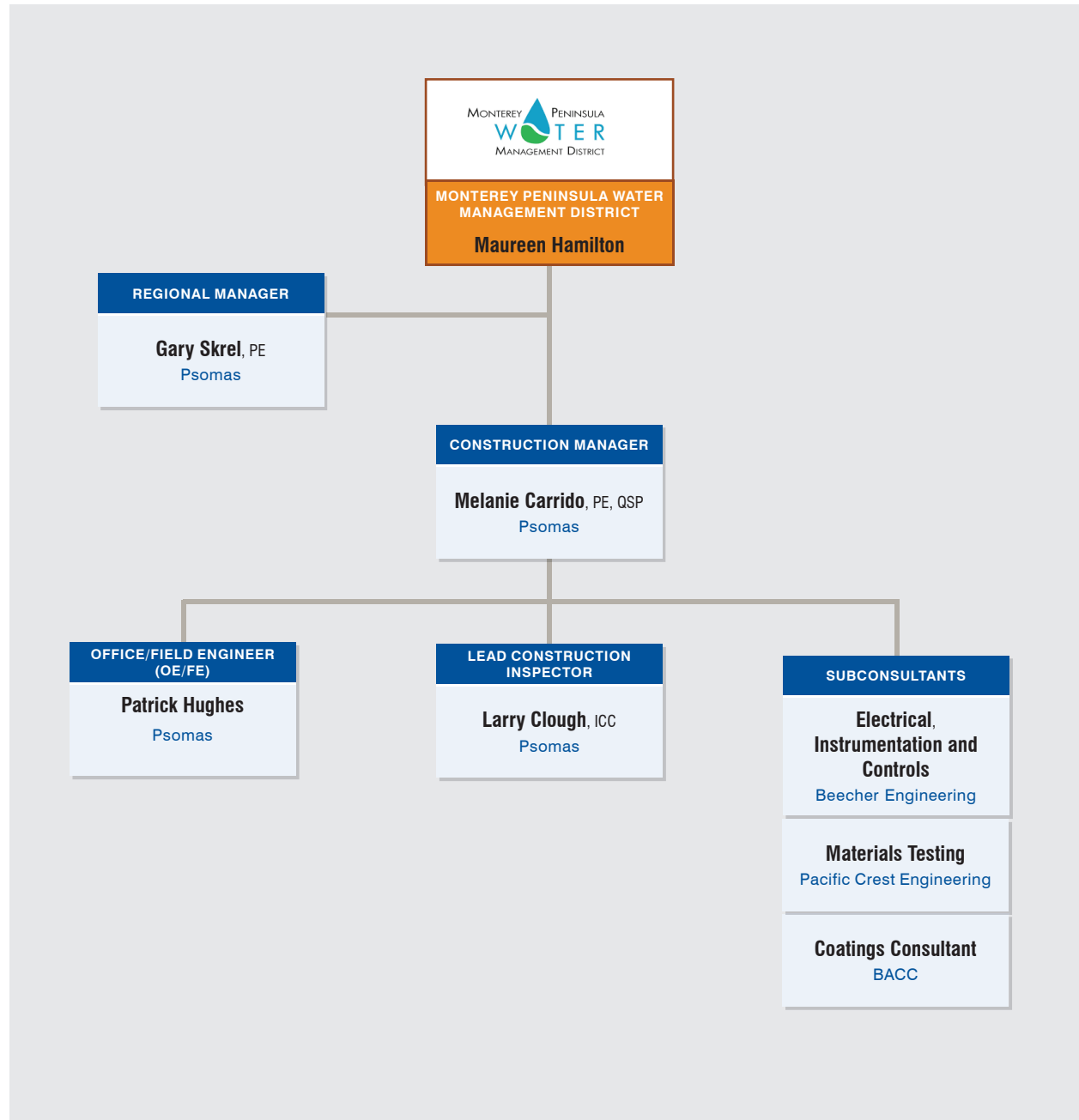
### **Pacific Crest Engineering – Materials Testing**

Psomas will retain Pacific Crest Engineering (Pacific Crest) to perform the materials testing on soils, backfill and concrete. Pacific Crest also has the resources to provide welding inspection if it is required during construction. Pacific Crest is a local firm (Watsonville) providing special inspection services to the public and private section of the Monterey area. They are a certified woman-owned DBE (#41551) and Small Business (#47199) with the State of California. They are also recognized by the Joint Utilities as a certified Women Business Enterprise #15060114.

## Bay Area Coatings Consultants (BACC) – Specialty Coatings Inspection

Psomas has successfully worked with Bay Area Coatings Consultant (BACC) on numerous projects. BACC has been serving the coating and Lining industry for over 28 years. They serve the industry with long-term employees that are NACE Certified inspectors equipped with state-of-the-art inspection equipment in the industry.

## Organization Chart



# Understanding & Approach

The following section provides a description of our understanding of the Project and a discussion of our proposed approach to accomplish the Scope of Work set forth in the RFP.

The Santa Margarita ASRWTF (Project) is evidence of MPWMD's continued long-term commitment to meeting multiple agency and community needs. We understand that this Project is the next phase of an ongoing aquifer storage and recovery program that will be treating stored water to potable standards for Cal-Am's distribution system. This



Project is a vital step in providing a replacement water supply to assist in meeting the State's Cease and Desist Order. Like the M1W Pure Water Program, MPWMD is creatively repurposing existing alternate water sources (excess Carmel River water during the rainy season) and turning the "banked" supply into a supplementary potable water source for the community.

As we understand the Project, the process for achieving the potable element for the ASR water is through a twofold treatment process. The first step is Sodium Hypochloride chlorination and then stabilization with Orthophosphate injection prior to distribution to Cal-Am's customers. Improvements will involve necessary piping connections to existing infrastructure including the Seaside Middle School Facility discharge piping system; ASR Facility injection well system and connection to the Cal-Am distribution system; and a new facility to incorporate the treatment process into the existing ASRWTF. This Project is unique in that it will be converting the existing ASRWTF into a dual function facility. An injection well site for approximately six (6) months depending on rainfall (December to May) and a potable water supply treatment facility the other half of the year (June to November).

Given this dual functionality, we also understand the subsequent co-agency operation of the ASRWTF. MPWMD and Cal-Am share operational responsibilities for the facility depending on injection months versus treatment months. Since the primary function of this facility will be a potable water supply, Cal-Am will be the primary operator of the ASRWTF once it is complete. At this juncture, MPWMD will provide the Project Management and financing for the ASRWTF.

## Understanding of MPWMD's Needs

The Project will be in the public bidding process soon with Award of Contract planned for September. Concurrently, the District is in the process of selecting a CM firm to guide the Project's success through a short turn-key duration of eight (8) months. MPWMD is seeking a CM firm that will first and foremost keep the Project on schedule for a June 1, 2020 delivery and secondly provide contract administration and inspection that is cost effective.

Specifically, for the construction of the Project, the right CM team serving MPWMD will turn the inevitable construction challenges into successes. Given our experience at the current M1W Injection Wells Phase 2 Project, we have demonstrated we have the CM team that can best serve MPWMD for the construction of their new ASRWTF.



## Understanding of Cal-Am's Needs

We understand the driver for this Project is the requirement that Cal-Am eliminate diversion of water from the Carmel River for their potable water supply. Therefore, conversion of MPWMD's ASRWTF into a potable water source by June 1, 2020 is a "must".

In addition to an on-time delivery, flexibility of the new treatment systems is very important. Cal-Am's water portfolio will need to grow as the demand for potable water increases in the area. The ASRWTF will provide the flexibility for future well source water and the subsequent treatment.

Dependability of the ASR Facility as a reliable potable water source is also key for Cal-Am's ability to consistently provide their customers with quality water. The Psomas CM Team will maintain a high level of quality assurance for the ASRWTF installations for long term facility performance.

With an understanding of both MPWMD's and Cal-Am's goals for the ASRWTF, we are equipped to navigate the Project through its various challenges to a successful completion. A few of the challenges that we foresee for the Project and our subsequent approach for addressing them are listed below:

## Integration of new construction into an existing operating facility

There are both mechanical and electrical integration elements that will need to be coordinated effectively.

### Electrical Integration – Power and Controls

The Psomas CM Team along with Beecher Engineering have a proven track record of proactively identifying potential issues that may have significant cost or time impacts. For example, does the existing motor control center have adequate space for the new equipment? Are the new main bus or circuit breaker components compatible with the facility's existing system? Addressing these types of issues early and promptly with the designer and contractor in a professional and respectful manner is our team's standard CM approach. This is a simple example of the added value we consistently provide our clients.



### Protection of Existing Utilities

Confirming existing underground utility locations and underground infrastructure will be another challenge with potential risks and costs associated with them. Potholing well in advance of the work is highly recommended to confirm existing utility elevations and account for any adjustments



in design. In addition, special care will be required working around the high voltage 21kV electrical service PGE clearance requirements between the new discharge piping and the existing electrical service may impact design. If necessary, coordination with PGE or MPWMD operations may be required.

### System shutdowns

Integrating new construction into an operating facility is challenging. Through effective communication and thorough planning well in advance the work, Psomas can guide contractors through seamless shutdowns. We understand that minimizing disruptions to MPWMD and Cal-Am's system are important. Therefore, prior to the work we have all involved parties develop a detailed shutdown/tie-in plan with several "back-up" plans for any contingencies or delays to work during the shutdown.

### Potential Delays

Long Lead Items – As part of our CM Team's approach, we will be focusing on the timely submittal and approval of long lead items such as valves, electrical equipment, and pumps. These items can typically take up to three to six months after approval, and with a eight (8) month project, any delays in procurement could potentially delay the Project. We recommend that MPWMD consider the pre-purchase of pumps and/or valves to mitigate this potential impact to the June 1, 2020 delivery date.

## **Psomas is Construction Management Plus**

We have the team that is best suited for managing MPWMD's ASRWTF. Our Team is local, familiar with working in the Seaside area and on FORA property. This knowledge and experience are based on our management of M1W Injection Wells Phase 2 Project and the commitment of our team members to protect resources for the communities we serve.

The Construction Management Plus (**CM Plus**) service that we provide is the knowledge, experience, and enthusiasm to lead collaborative teams that deliver smarter, resource efficient solutions for our clients.

We represent our clients' interests, putting the project's needs first — coordinating between the designer, contractor and other stakeholders to focus on the common goal of successful construction completion. This means that MPWMD will benefit from the objective quality of Psomas's CM Plus Services. Our day-to-day activities, decisions and recommendations are always based on "doing what is best for the Project", and we develop a project culture that promotes a team atmosphere. This approach is at the core of Psomas's CM Plus service and provides maximum value for MPWMD.

The following section provides a more detailed description of the day to day CM services that we are currently providing M1W and will provide MPWMD if selected.

### Pre-Construction Phase

During Pre-Construction, we will efficiently prepare all team members for the upcoming construction:

- As Team Leader within the Psomas CM Division and Regional Manager of the Northern California Walnut Creek Office, Gary will provide technical advisory services and will provide access to supplementary resources within Psomas, if needed.
- The entire CM team will perform a comprehensive review of all Project documents and site constraints.
- Psomas will assist MPWMD with community outreach to present and discuss the potential construction impacts. This will include preparation and distribution of outreach materials.
- Pre-Construction Conference – Melanie will lead the Pre-Construction Conference.

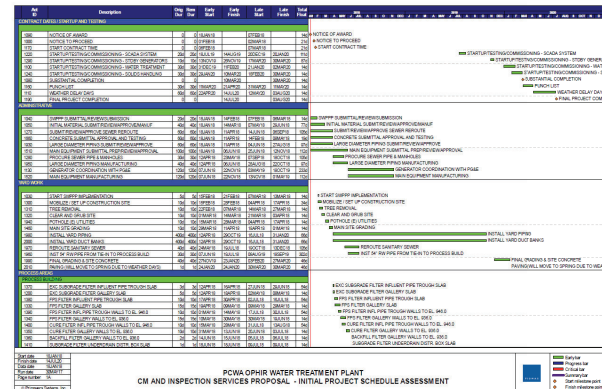
She will initiate, coordinate, facilitate and document the Pre-Construction Conference with MPWMD, the Contractor and all other Stakeholders. The Pre-Construction Conference is our opportunity to establish partnering relationships with all participants. We emphasize the importance of communication protocol and keeping the Psomas CM team as the "hub" for all project correspondence and discussions.

## Construction Phase - Contract Administration

Proactively identifying and resolving issues in all aspects of Construction Administration is how the Psomas CM Team approaches our CM services. Examples of our CM approach to resolving them are highlighted on the following pages.

### Schedule Review and Analysis

Gary and Melanie will meet with the Contractor after reviewing the Contractor's preliminary schedule and will assist with the development of their Baseline Schedule to provide sequencing recommendations to best meet Contractual milestones and constraints. We understand the importance of the development of an acceptable and realistic Baseline Schedule. The accepted Baseline Schedule will provide the road map for construction activities and will be the datum for all future updates and delay analysis. Given that construction is a dynamic process, Schedule Updates produced by the Contractor will be reviewed by Psomas with a focus on accurate presentation of as-built dates and durations as well as incorporation of any changes to Contractor sequencing.



### Project Cost Control

Psomas understands that maintaining budget is a key factor for Project success. We achieve that through monthly monitoring of Contract expenditures and efficiently addressing, negotiating and processing changes in a timely fashion.

**Progress Payments:** At the beginning of the Project, Psomas will review and approve the Contractor's Schedule of Values to provide the basis for monthly Progress Payments. Psomas can assist MPWMD in projecting cash flow need throughout the duration of the Project based on the Contractor's schedule and monthly Progress Payments.

Every month, Psomas inspection staff will work with the Contractor to compare current Progress with invoiced amount and will revise accordingly. Patrick will then finalize quantities and monthly costs for billing purposes working with MPWMD's accounting department for proper format and processing. Melanie will provide oversight of each billing to confirm accuracy and overall Project budget status monitoring.

**Change Order Management:** Changes are an accepted reality of the construction process. After determining the merit of extra work items, our CM team will partner with the Contractor and Owner to resolve and finalize changes with MPWMD's General Conditions and the Contract, utilizing either negotiated lump sum forward priced changes or through a Force Account basis.

For lump sum negotiated changes, Melanie will prepare timely independent cost estimates as a basis for Contractor cost proposal review and negotiations. Pertinent backup information, brief description of reason for the change and documentation of negotiation process will accompany all change orders for MPWMD's approval process.

For changes that need to be implemented within shorter time frames to minimize schedule delays, Melanie will provide Field Instructions to the Contractor to proceed on a Force Account (time and material) basis. Our field staff will diligently document and come to agreement on extra work labor, equipment and materials daily. This approach will streamline review of submitted costs for daily extra work and allow for efficient finalizing of change orders.



As part of change management, our CM Team will also work with the Designer, WR&D, to provide clear direction to the Contractor to any Owner required or initiated changes. Design clarifications and subsequent Requests for Quotes (RFQ's) will be generated and tracked by Psomas for pricing. Cost proposals will then be reviewed.

**Design Clarifications:** As part of change management, our CM Team will also work with the Designer, WR&D, to provide clear direction to the Contractor to any Owner required or initiated changes. Design clarifications and subsequent Requests for Quotes (RFQs) will be generated and tracked by Psomas for pricing. Cost proposals will then be reviewed.

### Progress Meetings

Melanie will be organizing, coordinating, and running weekly progress meetings as part of the necessary communication for keeping the projects on track and identifying and addressing any delays or cost issues for early and prompt resolution. Records of discussions for progress meetings and pertinent field coordination meetings will be prepared and retained as part of Project documentation.

### Establishing and Maintaining Permit Agency Requirements

We will assist the MPWMD in maintaining compliance with SWCP and SWPPP requirements including maintenance of existing on-site BMPs and soil and stockpile management. Beyond the mechanics of submittal processing, Psomas provides the preliminary review to streamline the review process and minimize re-submittals. We also focus on critical submittals and expedite those materials and/or equipment submittals that have long lead times for procurement or other potential impacts to the Project Schedule.

### Project Document Control

Psomas will utilize ProCore, a cloud based Project document control system that will streamline the communication and documentation process as part of our Contract Administration function. Psomas has been using Procore, since their early development years in 2012 and helped grow and modify their system specifically for CM utilization.

- We will add Project participants to the Procore directory for early Project communications and documentation and provide one-on-one tutorials as needed.
- All project documentation and communications will be centrally and electronically archived within PROCORE and provided to MPWMD at the end of the Project via USB drive as part of Project Closeout.
- Submittal Processing Submittal Processing: Patrick will be the primary person on the CM Team reviewing Contractor submittals for completeness and general conformance prior to forwarding to the Designer, MPWMD, and Cal-Am for review and approval.

### **Procore Advantage**

- ✓ We are well versed in Procore.
- ✓ ProCore is a cloud-based document tracking program that is the construction industry's leading, most versatile software that Contractors, Owners, and CMs use for efficient communication and project related Contract Administration.
- ✓ Psomas has been using Procore since 2012, so our CM team is very familiar with the platform.
- ✓ As a benefit to MPWMD, we will provide tutorials as needed to all Project participants (Contractor, Owner, Designer) to facilitate efficient and timely collaboration.

### Submittal Processing

Patrick will be the primary person on the CM Team reviewing Contractor submittals for completeness and general conformance prior to forwarding to the Designer, MPWMD, and Cal-Am for review and approval.

### Submittal/Procurement Challenge

The ASRWTF long lead items such as pumps, valves and electrical and control equipment, will be important to a June 1, 2020 project delivery date. Therefore, focusing on time sensitive submittals affecting the Contractor's ability to perform within Contractual timelines will be key to achieving Project success.

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CM Plus Approach – Focus on achieving early submittal approval of the Contractor's dewatering/by-pass pumping plans, excavation/shoring plans and long lead equipment. We will work with the Contractor to identify long lead procurement items and focus on coordination meetings with the supplier/designer to minimize re-submittals particularly for any materials or equipment required for the Salinas IWWTF or for the new Pond 3 that may affect start-up and testing of the diversion pump station (pumps, motors, MCCs VFDs, etc.)

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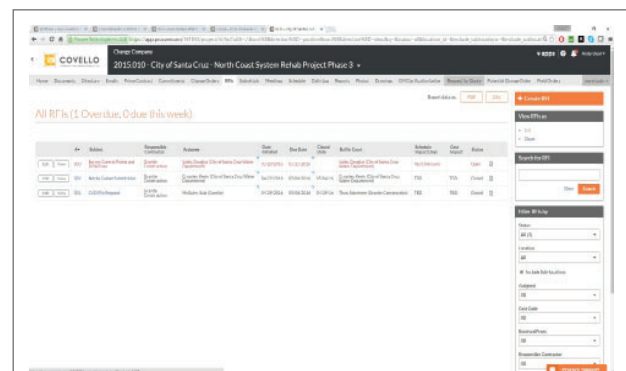
### RFI Processing

Communication is key when seeking clarification of field applications and installations as it relates to design intent. This typically occurs during the Request for Information (RFI) process. During this important process, the CM Team will make sure the question or issue is fully understood, reviewed and clearly expressed. Like the Submittal vetting process, Psomas will 1) determine if the answer to the question is already addressed within the Project Documents and 2) meet with the Contractor to help clarify the RFI, and 3) provide the best practical solution as an option as part of the RFI. This approach is another example of proactively helping the Project move forward efficiently while utilizing the strengths of all members of the Project Team.

### CM RFIs

This is also an area where Psomas provides added value to the Project, by seeking clarifications directly with WR&D. We will identify "show stopper" issues that could substantially impact overall Project delivery in advance.

As an example, PGE related questions and coordination is where this approach has benefitted both the Source Water Projects and the Injection Wells Phase 2 Project.



Status	Requested	Answered	Date	Other
Open	1	0	10/10/2019	10/10/2019
Open	1	0	10/10/2019	10/10/2019
Open	1	0	10/10/2019	10/10/2019

### Property Agreements and Respecting

**Relationships:** Based on the numerous entities MPWMD has worked with for the current M1W – Injection Wells Phase 2 Project, the Seaside Middle School ASR Site and the pending Fitch Facility, we understand the importance of adhering to established agreements and promoting a positive experience during construction for partnering with the City of Seaside, FORA, Cal-Am and the residents of Seaside.

Consistent communication will be key to achieving this goal as well as determining how best to minimize impact of construction activities to City of Seaside, GJMB and property owners close to planned construction.



### Property Agreements and Respecting Relationships

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Consistent communication will be key to achieving this goal as well as determining how best to minimize impact of construction activities to City of Seaside, GJMB and property owners close to planned construction.

### MPWMD Santa Margarita ASR Facility Operations

Minimizing impacts and eliminating unplanned disruptions to the MPWMD's ASR Facility operations will be important throughout construction. Psomas will make sure the Contractor's planned work is compliant with ASR Facility hours of operation and will not disrupt MPWMD's day to day activities. Psomas will also initiate coordination meetings and Process Interruption Form (PIF) discussions with Operations and Engineering personnel as applicable and appropriate. Temporary bypass plans, as-needed or if appropriate, will be thoroughly reviewed and vetted prior to shutdowns and/or tie-ins. This advanced attention and developing contingency plans with the Contractor's crews and Agency Operations is key for implementing problem free shutdowns for the 30-inch Middle School Connection, 30-inch GJMB Cal-Am distribution and ASR Well Piping.

### Safety

Safety is the highest priority. A successful project is a safe project, which protects all people either directly or indirectly involved with the construction process. Psomas will reinforce the importance of Contractor compliance with CalOSHA safety standards and Contractor implementation of their own IIPP for protection of their personnel during construction.

We will verify that all project participants are trained in MPWMD's, CalAm and FORA safety guidelines and protocol for any work occurring on either agency's property, including Lockout/ Tagout (LOTO) procedures. We will also verify that any work impacting the public are clearly delineated by the Contractor with proper signage and adequately protected work zones.

### Construction Inspection

Our field and inspection staff provide timely, accurate daily site observations with a focus on delivering quality construction, minimizing Contractor rework and identifying potential concerns that may affect time or costs to the Project. Examples of what our inspectors and field staff implement daily as part of construction observation include:

- Quality Assurance for contract compliance and monitoring for adherence to industry standards across all disciplines – civil, structural, mechanical and electrical.
- Providing prompt notification to the Contractor for correction and minimal cost and time impact.
- Understanding Contractor's production expectations which translates to efficiency in materials testing coordination and costs as well as preventing delays to Contractor's scheduled activities.
- Streamlining Project closeout and acceptance by preparing Corrective Work Items lists early on and prior to the Punchlist, so items can be addressed while Contractor resources are readily available and segments of work can be accepted for beneficial use.
- Record Drawing maintenance will also be verified on a regular basis to facilitate timely submission during Project Closeout.

### Quality Control (QC)/Quality Assurance (QA) Challenge - Treatment Facilities

We understand the importance of quality installation as it relates to the long-term performance of a reliable, sustainable potable water supply source.

Our materials testing subconsultant, Pacific Crest Engineering, will provide quality assurance for trench backfill material and compaction operations.

Systematic detailed documentation of all pipe tests conducted in accordance with Contract requirements will be provided for future reference and utilized as other components of the Project are brought on-line.

#### Operational and System Integration

We will work with MPWMD and Cal-Am Operations staff to integrate new control systems for the treatment facilities with their existing systems at the plant for reliable, remote operation.

We will also review PG&E 21kV primary power to the site to identify any potential coordination or design modification issues. Our CM team will guide and provide a systematic approach for start-up and testing of the pumping facilities from functional testing of individual mechanical and electrical components, through to system and operational testing.

#### Post Substantial Completion

The Psomas CM team will guide the Project to Final Completion utilizing the same efficient approach for Punchlist preparation and identifying other activities required to achieve Final Completion and Acceptance. We will confirm that Project Closeout documentation submitted by the Contractor is complete, including Warranty Forms, O&Ms and Record Drawings.

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CM Plus Approach (Proactive Project Management) – Our CM team excels at providing practical, timely recommendations for any construction or design conflict issues that may arise. When making recommendations for solutions, we focus on options that are best for the Project. This approach is practiced in the field through Submittals, RFIs, CM RFIs, etc., as well as in ad hoc field meetings when necessary.

In addition, our field engineering team is trained to identify potential issues ahead of time in order to prevent or mitigate activities before they become issues. Given our experience on similar projects, the CM team will bring all their lessons learned to avoid issues and deliver timely success.

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### **Consultant Written and Signed Statement**

According to the requirement of the RFP we are providing this written and signed statement which confirms that our proposal is intended to be inclusive of all elements necessary to complete the described work.



Gary Skrel, PE  
Regional Manager



Melanie Carrido, PE; QSPP  
Construction Manager

# Project Life Coverage Plan

The CM Team that is currently managing the Monterey One Water (M1W) Injection Wells Project – Phase 2, will support the Santa Margarita ASRWTF (Project) in the same manner. Psomas plans to provide CM services that are flexible and cost effective by providing the appropriate resources that match the level of activity and timing of activities for the ASRWTF. We understand that field work will fluctuate depending on the Contractor's schedule and sequencing. As a result, Psomas' primary CM team members, Melanie and Patrick, with as-needed key inspection support by Larry, will be prudent with their presence on site providing the oversight required for quality assurance and project management support on an as-needed basis to keep the Project moving forward and addressing issues in a timely manner.

Melanie will allocate appropriate resources including assistance from other Psomas staff and/or subconsultants as dictated by activities and issues. Melanie will be the lead CM for the Project and Patrick will be the Office Engineer/Field Engineer performing the role that he has provided on several previous projects. Larry will provide structural/building inspection reinforcing Patrick's field observation, on an as-needed basis, for other critical civil or mechanical elements.

The dynamic nature of the Project's schedule requires the CM Team to be flexible, which Melanie, Patrick and Larry have exemplified thus far for the concurrent "bookend" M1W Pure Water Program Projects: the Injection Wells Phase 2 Project and the Blanco and Reclamation Ditch Diversion Facility Projects. Melanie's participation will average approximately 1/4 time throughout the Project. Larry and Patrick will be providing combined part-time 1/4 time support as-needed in the Fall of 2019 and focused 1/2 time support for pipe and building construction in 2020.

## Psomas CM Proposal for the Santa Margarita ASR Treatment Facility Chlorine Project

Psomas' local CM Team possesses a proven track record and established working relationships with both internal and external stakeholders. This is best evidenced by the current services being provided to M1W. In this regard, MPWMD may have a question regarding our current workload and how it affects our availability to manage this Project.

Our response is straightforward and simple. We can manage MPWMD with flexible resources on an as-needed basis and as dictated by activities on site because we are currently supporting a few local projects in the area with a similar "on-call" and as-needed basis. For example, Larry will be providing part-time inspection support for M1W's Salinas Stormwater Phase 1B Project with a similar project duration as MPWMD's ASRWTF project. Melanie is assisting M1W's in-house PM, Tom Kouretas, with CM advisory support on an as-needed basis as well.

With multiple ongoing projects and varying construction activities over time, we have the ability and flexibility to deploy additional on-call support when needed. Similarly, we will scale back as required to meet the construction needs and respect MPWMD's budget constraints. The versatility, capabilities, and excellent communication skills of each of our CM Team members allows us to capitalize on the strengths of Psomas' professionals and our subconsultants to support the Project dynamically, seamlessly, and cost efficiently.

Our proposed team has the range of experience and the practical field knowledge to match our level of aptitude with our can-do attitude. Our team (Psomas and subconsultants) have been working together consistently for many years, building on their shared knowledge base and reinforcing the partnering approach inherent in CM Plus – excellent timely communication and a unified team for project success.

## Level of Effort

Our proposed team members are all available to meet the current construction schedule forecast. The Project constraints require a CM staffing plan that is dynamic to meet the construction activities. The following table shows the number of hours required to complete the project by our Team over the course of the project beginning in September 2019 through project close-out in July 2010.

Please note that we have included an allowance for Gary Skrel in-lieu of labor hours as part of our separately submitted Price Proposal. You will also notice that the table does not include allocations for our subconsultants – Pacific Crest Engineering, Beecher Engineering, and BACC - as their precise level effort is dependent on the level of services needed at the time of the project and difficult to anticipate ahead of time.

Psomas Labor Description		Labor Forecast (hours)	2019				2010						
Title	Proposed Staff		Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Principal/Project Manager	G. Skrel	allowance											
Construction Manager	M. Carrido	376	16	36	36	36	36	40	40	40	40	40	16
Office/Field Engineer	P. Hughes	400		40	40	40	40	40	40	40	40	40	40
Lead Inspector	L. Clough	196		4	4	4	4	12	24	56	56	32	-
<b>Psomas Labor Subtotal</b>		<b>972</b>	16	80	80	80	80	92	104	136	136	112	56



# Litigation History

In the last 5 years, there has been no litigation or termination for default related to Psomas' Construction Management Division. Upon request, we will be happy to provide litigation information related to any other Psomas divisions.

# APPENDICES

## APPENDIX A | Resumes

# Melanie Carrido, PE, QSP

## Construction Manager



### REGISTRATION

1996/CA/Civil Engineer/#54881

### EDUCATION

BS/Civil Engineering/University of California, Berkeley

### CERTIFICATIONS

SWPPP Practitioner QSP/California Stormwater Quality Association

### TRAINING

Competent Person Trained  
Confined Space  
CPR/First Aid  
Supervisor- Safety Training

### EXPERIENCE

Psomas: 9 years  
Pre-Psomas: 20 years (10 years Contractor PM, 10 years CM)

Ms. Carrido is a registered civil engineer with over 25 years of construction management and engineering experience working on water resource and bridge/roadway and storm damage repair projects. Ms. Carrido has both Construction Management and General Contracting experience on over 20 local public and private works projects for Santa Cruz County Sanitation District, Santa Cruz County, Caltrans, Monterey One Water, City of Watsonville, MCWD, PVWMA, City of Santa Cruz, SVWD, Central Water District and SqCWD. Ms. Carrido has an extensive practical construction knowledge and is an excellent communicator who understands the complexities of building challenging public and private projects.

### Experience

#### **Blanco Drain and Reclamation Ditch Diversion Facilities, Marina and Salinas, CA:**

Construction Manager for M1W's \$7.3M Alternate Source Water Diversion Project. The Project consists of two pumping diversion facilities, 8,350 linear feet of pipeline and related tower and standpipe repeater station antennae towers and SCADA controls. The Project captures alternative water sources consisting of farmers' fields tile runoff from Blanco Drain in Marina and Industrial Wastewater from the Reclamation Ditch located in the City of Salinas.

**Injection Wells Phase 2 Project, Monterey, CA:** Construction Manager for this \$9.4M Project managing the CM Team ground replenishment Project which provides the final "book end" for Pure Water Program. Construction of Deep Injection Well, Vadose Well, and six monitoring wells; 3,000 linear feet of pipeline, electrical building construction, well pump appurtenance and electrical and SCADA control installations at three sites.

**O'Neill Ranch Well And Treatment Plant, Capitola, CA:** Construction Manager for this \$4.3 million project consisting of the construction of a treatment facility creating a potable water source from a newly constructed and developed inland well as part of Soquel Creek Water District's (SqCWD) overall Groundwater and Well Master Plan to fight saltwater intrusion and eliminate reliance on coastal wells. Treatment involved installation of iron and manganese filter systems. Project construction also included 270 linear feet of 12-inch PVC and 1,880 linear feet of 18-inch PVC transmission main, lateral tie-ins and 14 water services.

**Polo Grounds Well and Treatment Facilities, Aptos, CA:** Construction Manager for this \$2.3 million project which converted the Polo Grounds Well, an existing irrigation well, to a potable water supply through iron and manganese filtering removal process. Similar to the ASR Treatment Facility, this Project added another potable water supply source that supplemented the District's existing water delivery system.

# Gary Skrel, PE

## Regional Manager



### REGISTRATION

1987/CA/Professional Engineer/  
Civil/#43547

### EDUCATION

BS/Civil Engineering/University of  
Michigan

### PROFESSIONAL AFFILIATIONS

Association of California Water  
Agencies

American Water Works  
Association

Bay Area Water Works Association

Bay Planning Coalition

Construction Management  
Association of America

City of Walnut Creek

City of Walnut Creek

Central Contra Costa Solid Waste  
Authority

Construction Management  
Association of America

Construction Management  
Association of America

### TRAINING

Competent Person Trained

Confined Space

CPR/First Aid

Supervisor- Safety Training

### EXPERIENCE

Psomas: 25 years

Pre-Psomas: 15 years

Gary has worked in the engineering profession with an emphasis in construction since 1979. He has experience in dispute resolution and claims analysis, scheduling, construction management, program management, project management and design of public water resources facilities for various municipal agencies.

### Experience

**Injection Wells Phase 2 Project, Monterey, CA:** Principal-in-Charge (PIC) for this \$9.4M project managing the ground replenishment Project which provides the final “book end” for Pure Water Program. Construction of Deep Injection Well, Vadose Well, and six monitoring wells; 3,000 linear feet of pipeline, electrical building construction, well pump appurtenance and electrical and SCADA control installations at three sites.

**Blanco Drain and Reclamation Ditch Diversion Facilities, Marina and Salinas, CA:** Principal-in-Charge (PIC) for M1W's \$7.3M Alternate Source Water Diversion Project. The Project consists of two pumping diversion facilities, 8,350 linear feet of pipeline and related tower and standpipe repeater station antennae towers and SCADA controls. The Project captures alternative water sources consisting of farmers' fields tile runoff from Blanco Drain in Marina and Industrial Wastewater from the Reclamation Ditch located in the City of Salinas.

### Recycled Water Storage and Distribution Pump Station Improvements

**Project, Watsonville, CA:** Principal-in-Charge for the \$4.8 million improvement project providing the Pajaro Valley Water Management Agency (PVWMA) with additional recycled water storage to increase its recycled wastewater supply for agricultural irrigation and improved the efficiency of its treatment and distribution system. The project included construction of a 1.5-million-gallon reinforced concrete tank and upgrades to three (3) 350 Hp pumps at the Distribution Pump Station.

**Blend Well Pipeline Project, Watsonville, CA:** Principal-in-Charge for this \$1 million project connecting the Pajaro Valley Water Management Agency's (PVWMA) supplemental wells to their existing Recycled Water Coastal Distribution System. The project included 2,800 linear feet of mortar lined and coated welded steel pipe and a static mixing system.

**K-1 Pipeline Project, Watsonville, CA:** Principal-in-Charge for this \$1.5 million pipeline project that was an extension of the Pajaro Valley Water Management Agency's (PVWMA) existing Recycled Water Coastal Distribution System. The project included installation of approximately 6,630 linear feet of HDPE pipeline and appurtenances, including a total of eight turnouts to agricultural fields. The pipeline provides supplemental water to approximately 180 irrigated acres of farmland in Northern Monterey County.

**O'Neill Ranch Well And Treatment Plant, Capitola, CA:** Principal-in-Charge for this \$4.3 million project consisting of the construction of a treatment facility creating a potable water source from a newly constructed and developed inland well as part of Soquel Creek Water District's (SqCWD) overall Groundwater and Well Master Plan to fight saltwater intrusion and eliminate reliance on coastal wells. Treatment involved installation of iron and manganese filter systems. Project construction also included 270 linear feet of 12-inch PVC and 1,880 linear feet of 18-inch PVC transmission main, lateral tie-ins and 14 water services.

**Polo Grounds Well and Treatment Facilities, Aptos, CA:** Principal-in-Charge for this \$2.3 million project which converted the Polo Grounds Well, an existing irrigation well, to a potable water supply through iron and manganese filtering removal process. Similar to the ASR Treatment Facility, this Project added another potable water supply source that supplemented the District's existing water delivery system.

**Non-Potable Storage Tank - Construction Management Services - P14755, Brentwood, CA:** Principal-in-Charge for this \$8.1 million project. The project constructed a 3.0 MGD non-potable storage facility for recycled water, including appurtenances and associated improvements such as a Recycled Water Pump Station and a new Electrical and Instrumentation Building. This storage facility is critical to buffer the daily cyclical difference between recycled water supply and demand.

**Del Valle WTP Ozonation Project, Livermore, CA:** Principal-in-Charge for this \$34.3 million project. The Project constructs a new ozone facility that includes an ozone generation building and ozone generators, a concrete ozone contactor structure(s) with fine bubble diffusion and stainless steel piping. The project also includes modifications to existing filters including air scour addition, gravel-less underdrains retrofit, concrete rehabilitation/coating and new media configuration. Upgrades will also be made to the electrical facilities and standby generator. A new carbon dioxide and LOX systems and modifications to existing chemical systems as necessary for the new ozone facility, and associated piping and connections to the existing facilities.

**North Coast System Rehabilitation - Phase 3, Santa Cruz, CA:** Principal-in-Charge for this \$4.3M raw water main replacement project. The Project replaced 16,500 linear feet of fusible PVC and PVC main transmission that spans three miles within State Parks and Caltrans Right-of-Way (ROW). She is well versed in public agency ROW issues, farmer coordination concerns as well as environmental constraints and the critical relationship building skills required for State and Regional cooperation key to Project success.

**Patterson Pass WTP Upgrades and Ozonation Project, Livermore, CA:** Principal-in-Charge for this \$76 million project. The Project will improve treated water quality by replacing aging equipment. It will increase treated water storage capacity and will double the plant's production capacity to 24 million gallons a day (mgd). The project will also add new ozonation facilities, replace the existing ultrafiltration (UF) membrane filters with six new conventional filters. There will also add a new five million gallon (mg) treated water storage tank.



# Larry Clough, ICC

## Lead Construction Inspector



### EDUCATION

/Coursework/Programmable Logic Controllers Concepts I/Hartnell College

/Coursework/Controllers Analog Concepts/Hartnell College

/Coursework/Water Technology Program/Hartnell College

### CERTIFICATIONS

Reinforced Concrete Special Inspector/International Code Council

### PROFESSIONAL AFFILIATIONS

California Water Environment Association

### TRAINING

ACI - Concrete Field Testing Technician Grade I American Concrete Institute

Competent Person Trained

Confined Space

CPR/First Aid

ICC - Reinforced Concrete Special Inspector Associate International Code Council

Supervisor- Safety Training

### EXPERIENCE

Psomas for 17 years; with other firms for

Larry has worked in the construction industry since 1978. Larry is Psomas' veteran and lead inspector who serves as mentor and example to all of our inspection staff. He has extensive real world practical knowledge culled from decades of inspection experience on a variety of construction projects including pump stations, pipelines, tanks, and treatment facilities. In addition, he has experience in soils, concrete, reinforcement, and asphalt placement. Larry has also provided numerous clients throughout the Monterey/Santa Cruz area and Greater Bay Area startup and testing expertise, acting as lead inspector responsible for the scheduling and sequencing of startup, commissioning, and operational testing of equipment and SCADA Systems on numerous wastewater and water distribution and treatment facilities.

### Experience

#### **Blanco Drain and Reclamation Ditch Diversion Facilities, Marina and Salinas, CA:**

Staff Team for M1W's \$7.3M Alternate Source Water Diversion Project. The Project consists of two pumping diversion facilities, 8,350 linear feet of pipeline and related tower and standpipe repeater station antennae towers and SCADA controls. The Project captures alternative water sources consisting of farmers' fields tile runoff from Blanco Drain in Marina and Industrial Wastewater from the Reclamation Ditch located in the City of Salinas.

**Injection Wells Phase 2 Project, Monterey, CA:** Staff Team for this \$9.4M Project; managing the proposed CM Team ground replenishment Project which provides the final "book end" for Pure Water Program. Construction of Deep Injection Well, Vadose Well, and six monitoring wells; 3,000 linear feet of pipeline, electrical building construction, well pump appurtenance and electrical and SCADA control installations at three sites.

**Recycled Water Storage & Distribution Pump Station Improvements, Watsonville, CA:** Staff Team for this \$4.9M Recycled Water Storage and Distribution Pump Station Improvements Project. Improvements provided additional recycled water storage for PVWMA, which increased their recycled wastewater supply to their customers by 750 acre feet per year and improved efficiency of their treatment and distribution system. It included construction of a 1.5 million gallon, cast-in-place concrete storage tank, associated 20-inch welded steel piping, and the replacement of existing 500 Hp pumps and the addition of new distribution pumps for higher system efficiency.

**Soquel Pump Station Force Main Replacement, Soquel, CA:** Staff Team for this \$3M force main and pump station improvements project that involved 1,150 linear feet of 24-inch force main replacement and odor control and mechanical/electrical improvements to an existing pump station.

**Wastewater Treatment Plant Upgrade, Construction Management Services, Paso Robles, CA:** Staff Team for this \$36.4M plant upgrade. The Project constructed a new headworks, rehabilitated primary clarifiers, new BNR system, new secondary clarifiers, chloramination disinfection, effluent polishing channel, DAFT, cogeneration system, new plant SCADA system, new 12kV service, and new operations building.

**DERWA Recycled Water Treatment Facilities - Phase 2 (CIP 16-R014), Pleasanton, CA:** Construction Inspector for this \$18.2 million project that produces irrigation water for the tri-valley. The project expanded the existing recycled water treatment facility's capacity from 9.7 to 16.2 mgd. The existing facility consists of a tertiary influent pump station, tertiary influent screening, rapid mix facilities, flocculation basins, tertiary filters, ultra violet disinfection, and pump station R1, which pumps the treated water to the distribution system.

**North Coast System Rehabilitation - Phase 3, Santa Cruz, CA:** Staff Team for this \$4.3M raw water main replacement project. The Project replaced 16,500 linear feet of fusible PVC and PVC main transmission that spans three miles within State Parks and Caltrans Right-of-Way (ROW). She is well versed in public agency ROW issues, farmer coordination concerns as well as environmental constraints and the critical relationship building skills required for State and Regional cooperation key to Project success.

# Patrick Hughs

Office Engineer/Field Engineer



## TRAINING

Confined Space

CPR/First Aid

OSHA 10-Hour Construction  
Course Occupational Safety &  
Health Administration

## EXPERIENCE

Psomas: 2 years

Patrick's experience includes providing Lead Office Engineering and Field Engineering services for recycled water, wastewater and municipal building facilities. For the past year and a half, Patrick has been dedicated to M1W projects, providing Office Engineer/Field Engineer (OE/FE) support including RFI, Submittal and Progress Payment Processing via M1W's Procore platform. He has also supported other Psomas water, recycled water and wastewater facility projects in the South Bay and Santa Cruz area. His other relevant project experience includes managing underground gas and telecommunications facilities.

## Experience

**Ianco Drain and Reclamation Ditch Diversion Facilities, Marina and Salinas, CA:** Staff Team for M1W's \$7.3M Alternate Source Water Diversion Project. The Project consists of two pumping diversion facilities, 8,350 linear feet of pipeline and related tower and standpipe repeater station antennae towers and SCADA controls. The Project captures alternative water sources consisting of farmers' fields tile runoff from Blanco Drain in Marina and Industrial Wastewater from the Reclamation Ditch located in the City of Salinas.

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**IP Well & Development Projects, Scotts Valley, CA:** Staff Team for SVWD's 1440 Multiversity Development and Polo Ranch Subdivision projects. The Project relocated the existing treated and raw water lines, new main installations and service installations; as well as installation of a replacement Pressure Reducing Valve station during a four phased grading/development project by Lennar.

**Anaerobic Digester 4 and F.O.G. Facility (CIP 07-3203), Pleasanton, CA:** Staff Team for this \$7.8 million project. This project is constructing a new 1-million-gallon reinforced concrete tank with roof mounted mixers and methane gas appurtenances, at grade heat exchanger, circulating sludge chopper pump, piping, and associated electrical systems. Also included is the construction of a fats, oils, and grease (FOG) receiving facility that

includes a chopper pump, heat exchanger, 10,000-gallon stainless steel tank, pipe heat tracing and associated electrical and instrumentation. The project requires close coordination with the District's Operations group to minimize operational impacts to the three existing online digesters.

**BDERWA Recycled Water Treatment Facilities - Phase 2 (CIP 16-R014), Pleasanton, CA:** Staff Team for this \$18.2 million project that produces irrigation water for the tri-valley. The project expanded the existing recycled water treatment facility's capacity from 9.7 to 16.2 mgd. The existing facility consists of a tertiary influent pump station, tertiary influent screening, rapid mix facilities, flocculation basins, tertiary filters, ultra violet disinfection, and pump station R1, which pumps the treated water to the distribution system.

**Dublin Trunk Sewer Rehabilitation Project (CIP 16-S021), Dublin, CA:** Staff Team for this project which included construction of a cured-in-place pipe liner within the existing 33-inch, 36-inch, 39-inch, and 42-inch diameter trunk lines, rehabilitation of existing manholes, temporary bypass pumping, traffic control, pavement repair, and other miscellaneous work as shown and specified including furnishing all labor, materials, equipment, services, temporary controls and construction facilities required to meet all general conditions, general requirements and incidentals to complete the work in its entirety as described in the Contract Documents.

**Water Pollution Control Plant (Primary Treatment Facility, Secondary Treatment & Dewatering, and Administration & Lab Building), Sunnyvale, CA:** Staff Team for this \$93.8 million Primary Treatment Facility - Package 2 wastewater project. The project includes the construction of a new treatment facility with electrical service, influent pump station, headworks (grit handling/screenings), and primary sedimentation tanks. for this \$6.2 million Primary Treatment Facility - Package 1 project. Work consisted of demolishing the existing sludge Drying Facility (including a drying bed, lagoon, structures, concrete and piping that site on approximately 6.5 acres). This project also includes the bypassing/rerouting of an open storm water channel from the perimeter of the site via three 63-inch diameter High Density Polyethylene (HDPE) pipes, a junction box concrete structure, storm drains, area piping and the import and placement of approximately 90,000 cubic yards of backfill/preload.



1660 Olympic Blvd. Suite 300  
Walnut Creek, CA 94596  
925.933.2300 Phone

**Regional CM Office**  
706 Capitola Ave. Suite G  
Capitola, CA 95010

[www.Psomas.com](http://www.Psomas.com)

**EXHIBIT B – BUDGET AND FEE SCHEDULE**

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# Construction Management Services Price Proposal



**Monterey Peninsula Water Management District**

# Psomas Price Proposal

The RFP requests a Price Proposal for each separate section in the Scope of Services. The Price Proposal is based on Psomas' preliminary assessment of our anticipated Level of Effort to provide MPWMD with the requested Scope of Services. There are several factors that influence our anticipated Level of Effort for construction management services, including:

- Our extensive experience providing these services on similar projects.
- The plans and specifications which define the physical scope and complexity of the work.
- The scope of subconsultant services including materials testing and specialty inspections.
- The project duration.
- The experience and performance of the contractors, subcontractors, and suppliers. (An experienced, collaborative contractor typically requires less construction management resources than an inexperienced and/or claims oriented contractor.)

As a result, we consider our proposed Level of Effort and Price Proposal as preliminary and subject to further refinement. The Price Proposal is based on the forecast Level of Effort presented in the Technical Proposal and is presented in the table below.

SUMMARY OF SCOPE OF SERVICES PRELIMINARY PRICE PROPOSAL	
Service	Amount
Construction Inspection - Psomas	\$60,740
Construction Inspection - Subconsultants	\$28,350
Contract Administration - Psomas	\$98,040
Contract Administration - Subconsultants	\$ 3,150
<b>Total</b>	<b>\$190,280</b>

On the more detailed Price Proposal and Level of Effort Summary spreadsheet that follows, it is important to note that the Level of Effort shows summary forecasts for our proposed staffing over the complete duration of the Project. The actual hours will be highly dependent on the contractor's work plan, actual activities, and weather. As a result of our flexible resources, we can accommodate this dynamic construction Project. As was noted in the Technical Proposal, our proposed staff are available to meet the service demands of the Project.



**Monterey Peninsula Water Management District  
Santa Margarita ASR Water Treatment Facility**

Price Proposal and Level of Effort Summary  
Construction Management and Inspection Services

August 1, 2019

Psomas Labor Description		Labor Forecast (hours/rate/amount)													
Title	Proposed Staff				Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Principal/Project Manager	G. Skrel	allowance		\$ 5,000											
Construction Manager	M. Carrido	376	\$ 190	\$ 71,440	16	36	36	36	36	40	40	40	40	40	16
Office/Field Engineer	P. Hughes	400	\$ 125	\$ 50,000		40	40	40	40	40	40	40	40	40	40
Lead Inspector	L. Clough	196	\$ 165	\$ 32,340		4	4	4	4	12	24	56	56	32	-
Psomas Labor Subtotal		972	n/a	\$ 158,780	16	80	80	80	80	92	104	136	136	112	56
Psomas Other Direct Costs				\$ -											
Subconsultants															
Pacific Crest (Materials QA Tests and Inspection)		allowance		\$ 20,000											
Beecher Engineering (Electrical)		allowance		\$ 5,000											
BACC (Coatings)		allowance		\$ 5,000											
Subconsultant Subtotal				\$ 30,000											
Subconsultant 5% Mark Up				\$ 1,500											
Subconsultant Total				\$ 31,500											
Total Services				\$ 190,280											

**Notes & Assumptions:**

1. Psomas' rates are "composite rates" for Fee Proposal purposes, valid through July 2020. Prevailing Wage Rates may need to be adjusted if the State of California enacts an unanticipated rate increase.

2. Anticipated Construction Dates:

Construction NTP	1-Sep-19	
ASR Treatment Facility Sub. Completion	1-Jun-20	
Final Completion	1-Jul-20	30 days after Sub. Completion
Complete Close-Out	30-Jul-20	30 days after Final Completion

### Consultant Written and Signed Statement

According to the requirement of the RFP, we are providing this written and signed statement which confirms that our proposal is intended to be inclusive of all elements necessary to complete the described work.

A handwritten signature in blue ink, appearing to read "Gary Skrel".

Gary Skrel, PE  
Regional Manager

A handwritten signature in blue ink, appearing to read "Melanie Carrido".

Melanie Carrido, PE; QSP  
Construction Manager



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## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A.   X   Professional Liability Errors & Omissions
  - B.   X   Workers Compensation and Employers Liability
  - C.   X   Automobile Liability - "Any Auto - Symbol 1"
  - D.   X   Commercial or Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
  - E.        Owners & Consultants Protective
  - F.        Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this Agreement shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless MPWMD.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. MPWMD shall be listed as a certificate holder on the Consultant's Commercial or Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 30-day prior written notice of cancellation, excluding cancellation due to nonpayment of premium.
- IV. MPWMD requires that the Consultant carry a commercial liability policy written on a general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
    - 1.   X   Premises and Operations
    - 2.   X   Products and Completed Operations
    - 3.        Explosion Collapse and Underground
    - 4.   X   Broad Form Blanket Contractual
    - 5.   X   Broad Form Property Damage
    - 6.   X   Personal Injury, A, B & C
    - 7.   X   Employees named as Persons Insured
    - 8.   X   Protective and/or Contingent Liability (O&CP)
  - B. The comprehensive general liability policy shall include as an additional insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."
  - C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization."



- D. All policies shall contain a provision that the insurance company shall give MPWMD at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Consultant to the Risk Manager for MPWMD as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District  
Attn: Administrative Services Manager  
5 Harris Court, Building G  
P.O. Box 85  
Monterey, CA 93942-0085
- Insurance certificates may optionally be emailed to: [mhamilton@mpwmd.net](mailto:mhamilton@mpwmd.net).
- VI. All policies carried by the Consultant shall be primary coverage as to the interest of the additional insured to any and all other policies that may be in force. MPWMD shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by insurance companies with general policy holders' rating of not less than "B" and authorized or admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

This meeting has been noticed according to the Brown Act rules. The Board of Directors meets regularly on the third Monday of each month, except in January, February. The meetings begin at 7:00 PM.



DRAFT AGENDA (Current 8/12/2019)  
**Regular Meeting**  
**Board of Directors**  
**Monterey Peninsula Water Management District**  
\*\*\*\*\*

**Monday, August 19, 2019**

**6:30 pm – Closed Session**

**7:00 pm – Regular Meeting**

Conference Room, Monterey Peninsula Water Management District  
5 Harris Court, Building G, Monterey, CA

Staff notes will be available on the District web site at

<http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/>  
by 5 PM on Thursday, August 15, 2019

The meeting will be televised on Comcast Channels 25 & 28. Refer to broadcast schedule on page 3.

**6:30 PM – Closed Session**

As permitted by Government Code Section 54956 et seq., the Board may adjourn to closed or executive session to consider specific matters dealing with pending or threatened litigation, certain personnel matters, or certain property acquisition matters.

1. **Public Comment** - Members of the public may address the Board on the item or items listed on the Closed Session agenda.
2. **Adjourn to Closed Session**
3. **Conference with Labor Negotiators (Gov. Code 54957.6)**  
Agency Designated Representatives: David Stoldt; Suresh Prasad and Mi Ra Park  
Employee Organization: General Staff and Management Bargaining Units Represented by United Public Employees of California/LIUNA, Local 792  
Unrepresented Employees: Confidential Unit
4. **Adjourn to 7 pm Regular Meeting**

**7:00 PM – Regular Meeting**

**CALL TO ORDER/ROLL CALL**

**Board of Directors**

Molly Evans, Chair – Division 3  
Alvin Edwards, Vice Chair – Division 1  
George Riley – Division 2  
Jeanne Byrne – Division 4  
Gary D. Hoffmann, P.E. – Division 5  
Mary Adams, Monterey County Board of Supervisors Representative  
David Potter – Mayoral Representative

**General Manager**

David J. Stoldt

This agenda was posted at the District office at 5 Harris Court, Bldg. G Monterey on \_\_\_\_\_, 2019. Staff reports regarding these agenda items will be available for public review on \_\_\_\_\_, 2019 at the District office and at the Carmel, Carmel Valley, Monterey, Pacific Grove and Seaside libraries. After staff reports have been distributed, if additional documents are produced by the District and provided to a majority of the Board regarding any item on the agenda, they will be available at the District office during normal business hours, and posted on the District website at [www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/](http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/). Documents distributed at the meeting will be made available in the same manner. The next regular meeting of the Board of Directors is scheduled for September 16, 2019 at 7 pm.

## **PLEDGE OF ALLEGIANCE**

**ADDITIONS AND CORRECTIONS TO AGENDA** - The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

**ORAL COMMUNICATIONS** - Anyone wishing to address the Board on Consent Calendar, Information Items, Closed Session items, or matters not listed on the agenda may do so only during Oral Communications. Please limit your comment to three (3) minutes. The public may comment on all other items at the time they are presented to the Board.

**CONSENT CALENDAR** - The Consent Calendar consists of routine items for which staff has prepared a recommendation. Approval of the Consent Calendar ratifies the staff recommendation. Consent Calendar items may be pulled for separate consideration at the request of a member of the public, or a member of the Board. Following adoption of the remaining Consent Calendar items, staff will give a brief presentation on the pulled item. Members of the public are requested to limit individual comment on pulled Consent Items to three (3) minutes. Unless noted with double asterisks “\*\*”, Consent Calendar items do not constitute a project as defined by CEQA Guidelines section 15378.

1. Consider Adoption of Minutes of the July 15, 2019 Regular Board Meeting and June 13, 2019 Special Board Meeting
2. Consider Expenditure of Budgeted Funds for Updates to Water Smart Gardening Website
3. Consider Approval of Additional Expenditure to Right-on-Q Hydrology for Technical Support for the Carmel River Basin Hydrologic Model
4. Consider Expenditure to Contract for Completion of Annual Carmel River Survey
5. Consider Augmenting Expenditures for Permitting of a New Carmel River Fish Counting Weir
6. Consider Expenditure for the Santa Margarita Water Disinfection Facilities Construction Management Services
7. Consider Approval of 2019 Annual Memorandum of Agreement for Releases from Los Padres Reservoir among California American Water, California Department of Fish and Wildlife, and Monterey Peninsula Water Management District

## **GENERAL MANAGER’S REPORT**

8. Status Report on California American Water Compliance with State Water Resources Control Board Order 2016-0016 and Seaside Groundwater Basin Adjudication Decision

## **ATTORNEY’S REPORT**

9. Report on 6:30 pm Closed Session of the Board

## **DIRECTORS’ REPORTS (INCLUDING AB 1234 REPORTS ON TRIPS, CONFERENCE ATTENDANCE AND MEETINGS)**

10. Oral Reports on Activities of County, Cities, Other Agencies/Committees/Associations

**PUBLIC HEARINGS** – Public comment will be received. Please limit your comment to three (3) minutes per item.

11. **Consider First Reading of Ordinance No. 184 Amending the Requirement for Permanent Water Sub-Meters for Accessory Dwelling Units in Existing Structures**  
*Action:*

**ACTION ITEMS** – Public comment will be received. Please limit your comment to three (3) minutes per item.

12. **Consider Expenditure for Pre-Purchase of Materials Necessary to Construct Santa Margarita Disinfection Facilities**  
*Action:* The Board will consider authorization for pre-purchase of materials in order to meet the Santa Margarita Disinfection Facilities project completion schedule.

**DISCUSSION ITEMS** - Public comment will be received. Please limit your comment to three (3) minutes per item.

**13. Report from General Manager on Pursuing Public Ownership of Monterey Public Water System**

**14. Allocation of Water for Affordable Housing**

**INFORMATIONAL ITEMS/STAFF REPORTS** - The public may address the Board on Information Items and Staff Reports during the Oral Communications portion of the meeting. Please limit your comments to three minutes.

- 15. Status Report on Measure J/Rule 19.8 Spending
- 16. Letters Received
- 17. Committee Reports
- 18. Monthly Allocation Report
- 19. Water Conservation Program Report
- 20. Carmel River Fishery Report for July 2019
- 21. Monthly Water Supply and California American Water Production Report

**ADJOURNMENT**

Board Meeting Broadcast Schedule – Comcast Channels 25 & 28  
View Live Webcast at <https://www.ampmedia.org/peninsula-tv/>

Ch. 25, Mondays, 7 PM	Monterey, Del Rey Oaks, Pacific Grove, Sand City, Seaside
Ch. 25, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside
Ch. 28, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside
Ch. 28, Fridays, 9 AM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside

**Board Meeting Schedule**

Monday, September 16, 2019	Regular Board Meeting	7:00 pm	District conference room
Thursday, October 3, 2019	Board Closed Session	11:00 am	District conference room
Monday, October 21, 2019	Regular Board Meeting	7:00 pm	District conference room
Monday, November 18, 2019	Regular Board Meeting	7:00 pm	District conference room

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by 5:00 PM on Thursday, August 15, 2019. Requests should be sent to the Board Secretary,

MPWMD, P.O. Box 85, Monterey, CA, 93942. You may also fax your request to the Administrative Services Division at 831-644-9560, or call 831-658-5600.

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