



REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

IN SUPPORT OF THE SANTA MARGARITA WATER TREATMENT FACILITY
CONSTRUCTION

PROPOSALS DUE

July 31, 2019
2:00 p.m.

Monterey Peninsula Water Management District
5 Harris Court Building G
Monterey, CA 93940
(831)658-5600
www.mpwmd.net

July, 2019

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Intent

The Monterey Peninsula Water Management District (MPWMD) is requesting proposals for construction management services in support of construction of water treatment facilities at the Santa Margarita Aquifer Storage and Recovery (ASR) site. The water treatment facilities include a CMU building, chemical delivery pad and unloading rack, interior facilities for disinfection, exterior facilities for disinfection and stabilizer injection, and other components.

This solicitation is intended for a single, exclusive agreement.

Background

History

Aquifer Storage and Recovery (ASR) technology is used to store excess Carmel River water during the rainy season in the Seaside Groundwater Basin. The stored water can then be produced and served to the public during the dry season, providing some replacement water supply to assist Cal-Am in meeting the Carmel River Cease and Desist Order.

In 2001 MPWMD constructed the first ASR well at what is now called the Santa Margarita site, owned by MPWMD and located on General Jim Moore Boulevard in Seaside. The operational success led to the construction of a second well ASR-2 in 2008; and subsequent permanent electrical switchgear, piping, expansion of a small backflush basin to 245,000 gallons, and construction of an 850 sq ft building to house the electrical switchgear and intended to house future disinfection facilities.

Since that time, numerous changes have occurred in the local water supply portfolio, including the construction of a second dual-well ASR facility at Seaside Middle School and the pending addition of a third dual-well ASR facility at Fitch Park in Seaside. Both facilities are located to the north of the Santa Margarita site along General Jim Moore Boulevard and are owned by Cal-Am.

MPWMD is the facility operator when water is being injected for storage during the rainy season; approximately December through May depending on precipitation. Cal-Am is the facility operator when water is being produced for consumption. Cal-Am provides maintenance services for all sites. MPWMD owns the Santa Margarita site on which this water treatment facility will be constructed.

The Middle School site cannot accommodate water treatment facilities; neither the Middle School nor Fitch Park site can accommodate backflush basins. The Santa Margarita site was expanded to accommodate the additional backflush water, and to provide treatment for the Middle School production and any potential future production wells. The expansion was phased, with the backflush basin expansion project occurring 2018 to be followed by this water treatment facility project.

Project

In order to produce potable water from the ASR wells, disinfection is required. Chemicals are not allowed at the Middle School site; produced water from that site must be treated at the Santa Margarita site. It is likely that additional production wells will be required in the Seaside Groundwater Basin as Pure Water Monterey begins production; it is prudent to size the water treatment facility to treat water from an additional future well. In addition, Cal-Am staff has provided input to MPWMD that additional chemical injection capacity and the potential addition of corrosion control and/or dechlorination

chemicals are needed at Santa Margarita. The existing building cannot accommodate the capacity and quantity of treatment chemicals; a new building must be constructed.

A water treatment facility with 12.9 MGD capacity is to be constructed. The design is being completed by Pueblo Water Resources, who will provide Engineering Services during Construction support for this project.

This project will include, but is not limited to, construction of a new larger water treatment building, chemical unloading facilities, chemical disinfection facilities housed in the building, and injection works for disinfection and stabilization on the exterior of the building. Associated piping and appurtenances will need to be installed and in some cases upsized. The conveyance pipes between the Middle School and Santa Margarita sites are already installed and operating. Conveyance pipes between the future Fitch Park and Santa Margarita sites will be installed as a part of the Fitch Park project, not this project. Sound walls may be installed around the two wells as a part of this contract if terms can be negotiated with the contractor.

Construction is expected to begin this fall and must be substantially complete in May of 2020. The site is currently operational. Site access and functionality must be maximized.

Cal-Am will be the primary operator for the water treatment facility at Santa Margarita. As site owner, MPWMD will be the project manager and financier of the project.

Figure 1 shows a google earth image of the site during the 2018 construction.

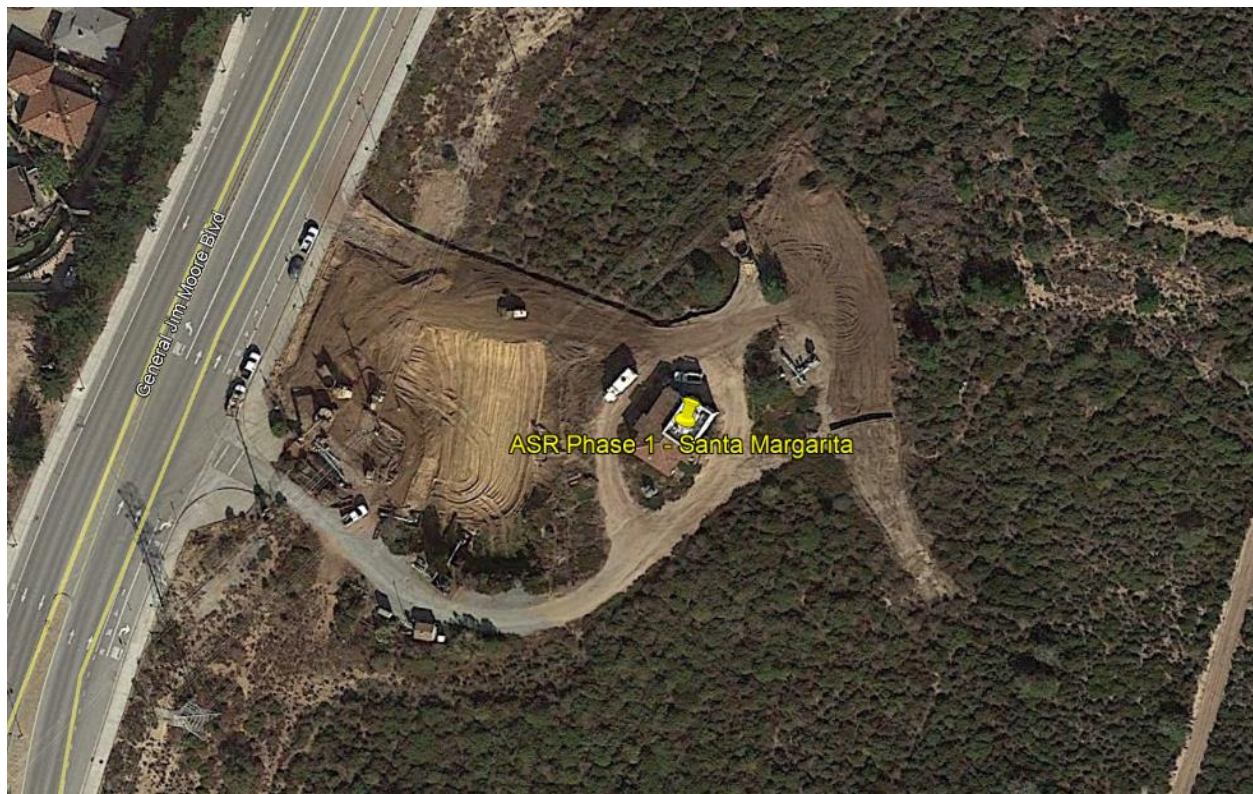


Figure 1 Site - Google Earth

Existing and future ASR sites in Seaside are shown in the following image.

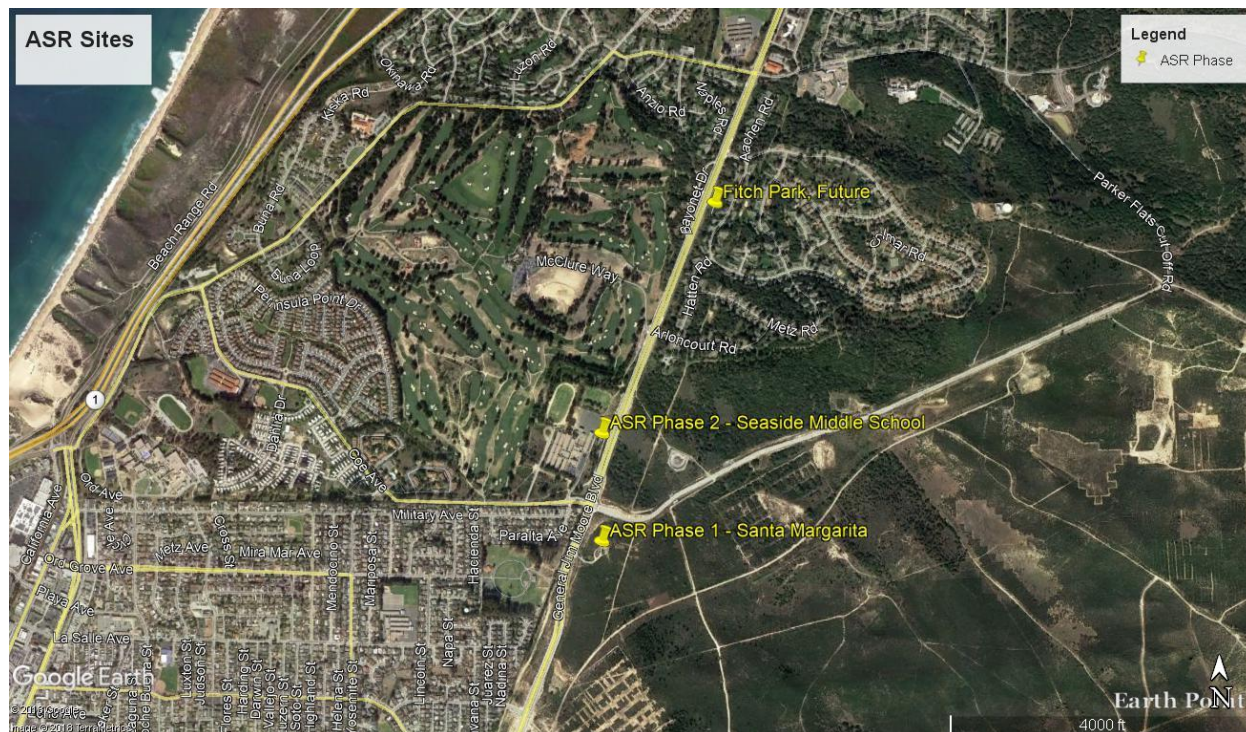


Figure 2 - ASR sites on GJMB

Site Description

The site is located on a 1.9 acre parcel on the former Fort Ord in the City of Seaside on a former munitions range. Soil and deleterious material are prohibited from leaving the jobsite (no soil export).

Neighbors are located within 200 feet of the site, on the opposite side of General Jim Moore Boulevard. During the 2018 basin expansion project, vibration complaints were received.

An environmental monitoring and reporting program was adopted and is included for reference.

If the disturbed area is greater than 1.0 acres, QSD and QSP services will be required.

Project Description

The design includes, but is not limited to, the following items:

- Design of a new chemical storage and dispensing building approximately 1500 square feet in size, with associated equipment;
- Ability to implement secondary chemical storage, dispensing, and injection for corrosion inhibitors.
- Underground piping and appurtenances for Cal-Am 30" and 16" ASR line extensions into the site;

- Chemical delivery truck offloading station for chemical supply;
- Underground piping and associated electrical/instrumentation conduits for chemical offloading facilities;
- Modification of the site grading and drainage to accommodate the new facilities. Please note rough grading was completed during the 2018 backflush basin expansion.
- Sound walls for the two ASR well pumps (optional)
- Site landscaping, automated gates, entrance paving, sidewalk repair, and security fencing.

Please note SCADA design, installation, and startup are outside the scope of this project. Conduit design and installation for future SCADA works are within the scope of this project.

Pipe tie-ins will result in encroachment to a popular sidewalk and bike lane, and commensurately affect one lane of traffic. Additionally, work under an existing frontage fence with a CMU base and concrete footing are required. The site elevation is such that water sheds to the street; stormwater and sediment control will be critical regardless of whether the site is required to enroll in the Construction General Permit.

This project is required to certify ASR wells for production which is critical to utilize Pure Water Monterey produced water and facilitate reduction in pumping from the Carmel River. Schedule is critical for this project as there are direct and indirect monetary consequences should completion be delayed.

Scope of Work

The scope of services listed herein shall serve as a guide only and may be subject to change.

The selected Consultant will act as the owner's agent representing MPWMD throughout the construction period.

At a minimum, the Consultant shall assign one (1) California Registered Professional Civil Engineer as the Construction Manager for the Construction Management team. Representatives must be available throughout the life of the project with a flexible schedule able to meet changing Contractor and project conditions.

Tasks

Services related to this RFP are detailed below. Deliverables are shown in bold.

Project Construction

- Establish and implement coordination and communication procedures among the Engineer, MPWMD, Contractor, residents, testing companies, and other required project specialists.
- Primary liaison between MPWMD and the Contractor.
- Coordinate with designer providing Engineering Services During Construction.
- Coordinate inspections.
- Prepare, print, and distribute neighborhood outreach materials in advance of construction, up to 100 residences. Primary contact for complaints.
- Coordinate system shutdowns and site access with operations departments.

Meetings

- Pre-construction meeting collaboration, attendance, and **minutes**. MPWMD will take the lead role in this meeting.
- Lead weekly progress meetings. Prepare Outlook meeting **invitations, agendas, and minutes**. Weekly agenda to include the contractor's 3-week rolling schedule, project construction schedule, and monthly updates schedule, submittals, requests for information (RFI), design clarifications (DC), potential change orders (PCO's), change orders, delays, potential claims, and construction problem resolution.
- Lead other construction meetings. Consultants shall prepare Outlook meeting **invitations, agendas, and minutes** for other project related meetings required to keep construction on schedule as possible.

Schedule and Budget

- Perform a detailed review of the Contractor's baseline schedule to review logic between activities, key activity durations, stated resources and verification of the critical path. **Document recommendations.**
- Monitor look ahead schedules. Work with Contractor to identify potential issues with critical path deadlines.
- Review schedule updates as needed for procurement updates, subcontractor scheduling, change order schedule impacts, etc. Work with Contractor to keep critical path items identified and on-schedule. **Document recommendations.**
- Investigate potential delays and assist Contractor in managing schedule risk.
- Review schedule of values.
- Track field quantities.
- Compare the contractor's monthly progress payment request to the schedule of values, the CM daily and weekly report records to confirm that the requested compensation is consistent with the work completed.
- Prepare **recommendation for payment, and/or identification of discrepancy** for owner considerations.
- Maintain project **budgets and create cost tracking reports** as needed.

Project Monitoring and Documentation

- The Consultant shall maintain **current records of all necessary contracts, insurance certificates, bonds, construction documents, permits, specifications and codes, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents.**
- Review submittals and submittal responses, **document comments**. Create and manage a submittal **tracking log**.
- Determine the adequacy of each RFI, and provide **written responses** to the Contractor. Review and **document** input on RFI's prior to the Design Engineer and MPWMD's review. Create and manage an **RFI and Design Clarification tracking log**.
- All documentation to be in a backed-up shared file location with an agreed upon structure. Hardcopy records shall be scanned and uploaded at the end of the project, or may at MPWMD's

discretion be submitted as hardcopy only. The Consultant shall be responsible for providing and maintaining their own electronic equipment to access and make use of project electronic files.

Change Orders

- Verify that the contractor's requested price for, and potential schedule impacts associated with, potential change orders and quotes are fair, reasonable, and accurate.
- Coordinate with the project team the preparation of any revised specifications and/or sketches needed to define the scope of the extra work.
- **Prepare and present Change Orders with supporting documents** necessary for approval by MPWMD and its Board of Directors.
- Provide daily verification of changes performed on a time-and-materials basis.
- Maintain a **Change Order and Request for Quotes Log**.
- All work associated with the preparation, issuance, and document control of field orders issued to the Contractor.

Contract Enforcement

- The Consultant shall provide contract administration as an agent of MPWMD.
- Confer with MPWMD and Design Engineer to discuss and resolve matters, such as work procedures, complaints, or construction problems. Participate on a negotiation team to address conflicts as they arise.
- **Provide complete documentation**, review of merit/entitlement, a claims response strategy, and cost analysis for the MPWMD's review.

Inspections

- The Consultant shall prepare and submit for approval, an **inspection plan** containing an outline of all of the inspections that need to be made, a checklist of items to include, and the type of tests that are required (including frequency).
- Provide a lead inspector who is locally available over the life of the project and will coordinate with the Contractor to ensure full time CM coverage as required.
- All special inspection and structural observation shall be performed by a qualified special inspector which shall be retained/subcontracted and coordinated by consultant.
- Supervise and direct inspection team.
- Provide quality assurance of permanent materials used for construction to confirm that the materials meet project specifications. Inspections include but are not limited to:
 - Concrete including cellular concrete grout, foundations, concrete cylinders and labs
 - Soils, compaction, backfill materials
 - Electrical
 - Rebar
 - Welding, bolted connections, epoxy anchors
 - Paving, asphalt
 - Pipe fabrication, pipe joints
 - Protective coating inspection
 - Masonry Inspection

- Other, as required
- Provide building inspection services to ensure the constructed building meets or exceeds current California Building Standards Code, Title 24, California Code of Regulations code compliance.
- Take pre-construction and post-construction **photos and videos**. Maintain photographic and/or video records of construction progress. Standard format files located on a shared file space are required.
- Monitor the contractor's compliance with all safety, environmental, and unexploded ordnance requirements.
- Monitor for compliance with environmental requirements including dust control, stormwater runoff, sediment runoff.
- Perform daily inspections during periods of active construction. Maintain **Daily Logs**. Include work completed, contractor manpower and equipment, weather, testing events.
- **Notify the owner in writing** of actual or proposed deviations from specifications and drawings for evaluation by the designer.
- This task includes **collection of documentation** such as certificates of compliance, mill certifications, etc. as delineated in the contract documents. Provide and maintain concrete placement reports, pipe test reports, and material & equipment received reports. Non-conformance reports shall be created in the event the contractor work is deficient.

Testing and Start-up

- Provide start-up and testing assistance to owner and operations staff.

Final inspection and punch list

- Coordinate a meeting for stakeholders to inspect the project near the end of the construction period and create a **punch list**.
- Maintain a **log** of items requiring further contractor attention before substantial completion and final project acceptances can be issued.
- Coordinate follow-up meetings as necessary to resolve outstanding items noted in close-out field inspections
- Review of the contractor's As-Built submittal, punch lists, beneficial occupancy, substantial completion, field acceptance, etc.
- Ensure that the warranty initiation date log and a need for warranty work system is in place for MPWMD's use during the specified warranty period.
- At the completion of the project, the Consultant shall deliver all documents and records to MPWMD.
- When the work is completed and all outstanding paperwork has been submitted (warranties, stop notice releases, equipment certifications, record drawings, O&M manuals, training documents, etc.), process the final payment request, recommend for project acceptance by MPWMD.
- Assist with the filing of any required NOCs.

Other Activities

- The work site is in an undeveloped area with no power or internet service. If the Consultant elects to utilize a trailer, it will be at the Consultant's expense. The Consultant will need to obtain permission from Fort Ord Reuse Authority to bring in a trailer. A site visit will be conducted at the pre-proposal meeting.
- The Consultant shall be responsible for mobilizing all necessary staff to and from the project site. The Consultant is responsible prepare, equip and stock its field office with any additional office equipment not covered in the construction contract documents and required for completion of the work. The Consultant is also responsible for providing computers, networking hardware (including maintenance services of computers, networking hardware and related equipment), cellular phones, digital cameras (including memory modules), field devices such as notebook computers (which are anticipated to be required for field access to project records), as well as any other tools required for its personnel for the duration of the construction project along with other consumable supplies.
- The Consultant shall be responsible for providing all necessary personal protective equipment (PPE) and safety equipment to its CM team. Necessary PPE and safety equipment may include but not be limited to hard hats, boots, high visibility safety vests, eye protection, Tyvek suits, lights, confined space entry equipment (including air monitors, harnesses, and rescue/retrieval equipment), fall protection equipment (including ladders, portable tripod/ davit arm system with fall arrest and retrieval accessories).
- Prevailing Wages. The selected firm shall comply with the Labor Code Section 1770-1781 and all workers employed on or in execution of the project shall be paid not less than the applicable current prevailing wage as determined by the Director of the Department of Industrial Relations. B. Registration with California Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid.

Optional Tasks

- Provide Qualified SWPPP Practitioner (QSP) to perform necessary inspections, provide recommendations for appropriate BMPs or repair of existing BMPs, and to file required reports with the State Water Quality Control Board. Review and approve the Contractor's submitted SWPPP. (optional)
- Pre-construction support including attendance at the preconstruction meeting, evaluation of bids, review of bid documents, and review of addenda. (optional)

Consultant is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the Project as defined on the plans and in the specifications. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the Additional Work or Services must be included in the proposal but separated as Optional Services in the Consultant's Fee Schedule.

Instructions

Point of Contact

All interested parties regarding this solicitation shall notify the Project Manager to receive email notifications.

Maureen Hamilton
Project Manager
mhamilton@mpwmd.net

Schedule

Task	Date
Issue RFP	July 1, 2019
Pre-proposal site tour	10:00 a.m. Tuesday July 23, 2019
Questions Due	5 p.m. on Thursday July 25, 2019
Proposals Due	7 a.m. on Thursday August 1, 2019
Proposal Review and interviews	August 1-6, 2019
MPWMD Board Consideration	August 19, 2019
Estimated notification	August 21, 2019
Estimated construction bid opening	September, 2019
Estimated start of construction	November, 2019
Estimated substantial completion	May, 2020

Proposals sent received after the Proposals Due time will not be accepted. Proposals shall remain valid for 100 days after the opening date.

The term of the contract will extend beyond the estimated substantial completion to allow for contract closeout.

Reference Documentation

All RFP documentation, information, updates, and responses will be made available on the project website.

https://www.mpwmd.net/who-we-are/project-bids-rfps/SMWTF_CM_RFP/

It is the responsibility of each prospective firm to download and print all RFP documents for review and to verify the completeness of the documents before submitting a proposal. It is the responsibility of each prospective firm to check the website through the final date for proposal submission for any applicable addenda or updates. MPWMD does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the RFP documents.

MPWMD reserves the right to revise the RFP documents. Any changes to the requirements will be made by written addenda to this RFP. Failure to acknowledge all posted addenda may cause a proposal to be deemed non-responsive to this RFP and be rejected without further evaluation.

Pre-proposal Meeting

A pre-proposal meeting will be held at 10:00 a.m. Tuesday July 23, 2019. We will meet at the facility located on the south east corner General Jim Moore Boulevard and Coe Avenue, approximately 100 yards south of Coe Avenue.

Questions

Questions and correspondence regarding this solicitation shall be directed to the project manager in writing. The questions will be researched and answers will be communicated to all known interested Consultants after the Questions Due date given in the Schedule. Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

Prospective Consultant shall not contact MPWMD officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the Consultant.**

Submission

Proposals can be emailed to the Project Manager mhamilton@mpwmd.net, or delivered to:

Maureen Hamilton
Project Manager
5 Harris Court Building G
Monterey, CA 93940
Attention: CM RFP

MPWMD will not be responsible for proposals that are delinquent, lost, or incorrectly submitted. MPWMD will not compensate any proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of MPWMD. MPWMD may retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

No amendment, addendum or modification will be accepted after the deadline stated herein for receiving proposals. Proposer may modify or amend its proposal only if MPWMD receives the amendment prior to the deadline stated herein for receiving proposals.

Proposal Requirements

All addenda shall be included with the proposal as verification that the prospective firm has received and reviewed all addenda.

Please submit two pdfs; one with the technical proposal and one with the price proposal breakdown. For hardcopy submissions, please enclose the price proposal breakdown in a sealed envelope and marked "Price Proposal".

It is the proposing firm's responsibility to ensure delivery of the proposals. A confirmation email can be sent for prospective firm's that supply the project manager with a contact and email address.

Technical

The Consultant should provide a description of their understanding of the project and a discussion on the proposed approach to accomplishing the scope of work set forth in this RFP. The discussion should include a discussion of project and technical issues and challenges, and the Consultants plan to address issues and challenges.

Consultant shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to complete the described work.

The information contained within this RFP is a general outline of the scope of work to be provided by the selected Consultant. It is intended as a guide only, and the specific scope of work to be provided by the Consultant must be included within their proposals.

All potential respondents to this RFP are advised to include any information and/or procedures, which they deem pertinent and critical for the success of this project. Items that are added to the Tasks described above should be clearly identified within the proposal and should be supported with appropriate reasoning for addition. The cost of such items to be added should be separately noted as "Optional Tasks" within the proposal. Similarly, any additional costs that in the opinion of the proposer must be expended to make the project operational shall be identified as such within the cost estimate section of their proposal.

The level of effort required to complete the work should be broken down on an hourly basis categorized by staff member and sub-consultant roles. The fee and rates should **not** be included in the technical section; fees and rates are to be provided in a separate sealed envelope detailed in the Price Proposal section of this RFP.

Qualifications

- Provide a summary of the prospective firm's qualifications and experience with construction management for water supply and water treatment projects.
- List recently completed projects in public water supply and water treatment.
 - Project name, location, size, and completion date.
 - Please include client's name, contact information, dates.
 - Description of services performed by your organization.
 - Personnel assigned to the project.
- Provide project team organization and team experience, including subcontractors.
 - The key personnel of this designated team shall not be changed unless agreed upon by MPWMD.
 - In addition, list all team personnel (including subcontractors) professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations.
- Coverage plan throughout the project life, including existing workload and ability to provide full time coverage when needed during construction. State the specific duties and pertinent experience of the subconsultants, including all licenses and certifications.
- Provide specific information on your organization's (and that of all organizations included in the project team) litigation history in the last five (5) years, termination for default, litigation by or

against your organization, and judgments entered for or against your organization. If there is no litigation history in the past five (5) years, please so state.

Price Proposal

Consultant shall price the cost of work based on the project deliverables outlined in this RFP and consistent with the categories in the Technical section of this RFP.

The fee proposal for the project shall be proposed as not-to-exceed fee broken out for each separate section in the scope of services. The level of effort required to complete the work should be broken down on an hourly basis categorized by staff member and sub-consultant roles. The fees are to be based upon the hourly wages to be included in Consultant's proposal. Consultant hourly rates shall be all-inclusive and include/account for all direct labor costs, fringe benefits, equipment, materials, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services.

Consultant shall provide a written and signed statement confirming their proposal is inclusive of all elements necessary to complete all goals, tasks, and project deliverables within 18 months of the execution of the Agreement.

All other services not included herein shall be negotiable as required.

MPWMD is not liable for any cost incurred by Consultant in response to this solicitation.

Proposal Evaluation

Issuance of this RFP and receipt of proposals does not commit MPWMD to award a contract. MPWMD expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to award all or a portion of the proposed scope of work, or to cancel all or part of this RFP.

An evaluation committee will review and evaluate the proposals against the following criteria:

- Qualifications and experience;
- Understanding of project goals;
- Proposed methodology to fulfill the intent of this RFP;
- Ability and capacity to fulfill the intent of this RFP;

At the completion of the review process, proposers will be ranked based on the criteria described below and MPWMD will select the highest ranked firm or, at MPWMD's option, the most highly qualified firms will form a "short list". In the event that a "short list" is established interviews may be scheduled for the week of August 1-6, 2019. The interview session will not exceed one hour per firm. The costs of attending any interview are the Consultant's responsibility. No proposer shall be entitled to or otherwise guaranteed an interview with MPWMD. Following presentation/interviews, the evaluation committee will rank the proposals.

Price negotiations will commence with the highest ranked technical proposer. If these fees are mutually agreed to after negotiations, then that firm will be referred to the Board. If no agreement can be

reached as to price, then the first ranked firm will be excused, and the second ranked firm will be asked to begin the negotiation process. This procedure will be followed until a firm is selected.

Following successful negotiations, the contract will be referred to the MPWMD's Board of Directors for approval.

MPWMD reserves the right, after opening the proposals, to reject any or all proposals, or to accept proposal(s) that in its sole judgment are in the best interest of the MPWMD. MPWMD reserves the right to cancel the project at any point and pay the Consultant only for costs incurred to that point and for work completed which is usable by MPWMD as determined by MPWMD.

MPWMD reserves the right to award subsequent contracts for additional work to the selected Consultant (if a selection is made) or to another Consultant who has submitted a proposal for this solicitation.

This is not a competitive bid process and the consultant will not be selected based on price alone. The review panel may choose to review the fee proposals prior to their final ranking of the proposal submittals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal. MPWMD reserves the right to waive any informalities or irregularities in this RFP process, or in any proposal.

Agreement to Terms and Conditions

The successful proposer will be required to execute a contract (agreement) with the Monterey Peninsula Water Management District. The standard form of the Professional Services Agreement is enclosed (Attachment 1) complete with insurance and indemnity requirements. The successful consultant must be willing to accept the attached Professional Services Agreement without exception. Submission of a proposal confirms that the consultant, if selected, accepts the attached Professional Services Agreement with all terms and requirements contained therein.

Department of Industrial Relations Requirements

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful consultant, copies of which are on file and will be made available to any interested party upon request at Employment Development Department – 700 Franklin Blvd. #1100 Sacramento CA 92582 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful consultant at the job site. The successful consultant and all subconsultant(s) or subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all consultant, subconsultant(s), and subcontractor(s) that wish to propose on, be listed in a proposal, or enter into a contract to perform

public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract will be entered into without proof of the consultant's, subconsultants' or subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the consultant and its subconsultants or subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this project, it shall be the consultant's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

Insurance and contract requirements

MPWMD requires insurance policy endorsement form (or a certified copy of an insurance policy providing the same provisions as the endorsement forms) be submitted and approved before the contract can be executed. If a selected consultant is not able to provide the insurance requirements, MPWMD reserves the right to immediately cancel consultant's selection, and select another consultant to perform this work.

Subconsultants and subcontractors of Consultant are required to have the same coverage as the Consultant. It is Consultant's responsibility to ensure that any subconsultant or subcontractor have obtained the proper insurance coverages.

A copy of the typical contract language that MPWMD requires is included in Exhibit A. The proposal should indicate any concerns that your firm will have with this language or if the terms are acceptable.

https://mpwmd-my.sharepoint.com/personal/mhamilton_mpwmd_net/documents/rfp/smwtf_cm_rfp_27jun2019.docx

References

The following documents will be available:

- Exhibit 1. Sample Agreement
- Exhibit 2. CEQA Initial Study and Environmental Mitigations for Significant Items
- Exhibit 3. 90% drawings (contact Project Manager)
- Exhibit 4. Associated specifications (pending)
- Exhibit 5. Call-for-bids from previous Backflush Basin Expansion Project
(https://www.mpwmd.net/wp-content/uploads/ASR_BasinExpansion_Call-for-Bids-30May2018.pdf)

Exhibit 1 Sample Agreement

AGREEMENT BETWEEN THE

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND

FOR PROFESSIONAL SERVICES TO

THIS AGREEMENT is entered into this ____ day of _____ 2015, by and between _____, 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

COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in Exhibit C, Work Schedule. 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.

Ten percent (10%) of the maximum payment shall be retained until all work described in Exhibit A, Scope of Work is completed to the satisfaction of MPWMD. The final invoice for work performed shall be submitted not later than sixty (60) days following notification by MPWMD of completion of such work. The final invoice shall be paid not later than 30 days after receipt of the final invoice.

C. MAXIMUM PAYMENT

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

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 III

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 IV

OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

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. Digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) layers shall be considered separate deliverables and shall be provided to MPWMD after acceptance by MPWMD of the final work product(s).

Global Positioning System (GPS) data deliverables shall include the following:

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD
- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables shall include the following:

- Geospatial dataset [generated from GPS data] in Environmental Systems Research Institute, Inc.'s (ESRI) shapefile format, including a projection file. In this regard, point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles, and area features shall be generated as polygon shapefiles.
- Each geospatial dataset shall be accompanied by documentation sufficient to meet the Content Standard for Digital Geospatial Metadata (CSDGM), Vers. 2 (FGDC-STD-001-1998), dated June 1998.
- Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the methodology used to generate the derived geospatial data.

Consultant may retain copies for his/her own use.

SECTION V

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 shown in **Exhibit C**, Work Schedule.

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. Consultant represents that he/she is familiar with such materials in the possession of MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- 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 D**, 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.

NOTE: Consultant may also be required to indemnify California American Water and its consultants.

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 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, subconsultants or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subconsultants 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 II, 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 Consultants 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 Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its Consultants 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: Project Manager
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 Monterey CA 93940
 or
 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT:

SECTION XVI

AMENDMENTS

This Agreement together with **Exhibits A, B, C, and D** 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. Fee Schedule

Exhibit C. Work Schedule

Exhibit D. 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

BY: David J. Stoldt, General Manager

CONSULTANT

BY:

FEDERAL TAX IDENTIFICATION NUMBER: _____

Exhibit D

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 Comprehensive General Liability, including Bodily Injury,
Property Damage and Personal Injury
 - E. X 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 the District.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that the Consultant carry a commercial liability policy written on a broad comprehensive 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 "Persons Insured" provision on each comprehensive general liability policy shall include as an 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 the District at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation, lapse 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 the District 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
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The District 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 domestic United States insurance companies with general policy holders' rating of not less than "B" and 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.

Exhibit 2 Initial Study Checklist Addendum No. 5 to the ASR EIR/EA

Environmental Factors Potentially Affected

All of the following environmental factors identified below are discussed within **Section III. Evaluation of Environmental Impacts**. Those that are checked were found to be areas that the full implementation of the proposed project may significantly impact without mitigation. Sources used for analysis of environmental effects are listed in **Section IV. References**.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards and Hazardous Materials |
| <input type="checkbox"/> Hydrology and Water Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation and Traffic | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

Evaluation of Environmental Impacts

1. Aesthetics

Existing Setting

The existing site is located in a disturbed area, south east of the intersection of General Jim Moore Boulevard and Eucalyptus Road in the City of Seaside. The Proposed Project site is not visible from Highway 1 or located near a designated scenic vista. The Proposed Project site is located on the Former Fort Ord. The site is improved with water infrastructure. The surrounding area is primarily open space. The visual quality of the site is considered medium, as it is surrounded primarily by open space which is characteristic of the region's natural visual environment. The overall visual sensitivity of the site is considered low, as there are existing water infrastructure facilities located on-site.

Checklist

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Initial Study Checklist
Water Treatment Facility Modification

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
outcroppings, and historic buildings within a state scenic highway?				
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary of Impacts in Previous Documents

The ASR EIR/EA identified less than significant impacts related to scenic views, degradation of visual character, creation of light and glare during construction activities, and alteration of existing visual character. The ASR EIR/EA identified a significant impact resulting from creation of new light and glare associated with well operation that would be reduced to less than significant with implementation of *Mitigation Measure VIS-1: Incorporate Light-Reduction Measures into the Plan and Design of Exterior Lighting at Well Site*.

Addendum No. 1 to the ASR EIR/EA also identified a potentially significant impact would result from implementation of ASR Phase 2 related to the creation of new light and glare at the well site, however, this impact would be reduced to less than significant with the implementation of *Mitigation Measure VIS-1: Incorporate Light-Reduction Measures into the Plan and Design of Exterior Lighting at Well Site*.

Addendum No. 2 to the ASR EIR/EA did not identify any potentially significant aesthetic impacts related to the construction and operation of the Hilby Pump Station.

Addendum No. 3 to the ASR EIR/EA did not identify any additional potentially significant aesthetic impacts related to the Monterey Pipeline Re-Alignment.

Addendum No. 4 to the ASR EIR/EA did not identify any additional potentially significant aesthetics impacts related to the Backflush Basin Expansion project.

Discussion

a, b) Less Than Significant Impact. The project site is not located within a scenic highway corridor. Moreover, the project site is not considered to be a scenic vista. The site is improved with water supply infrastructure and related improvements. As a result, the construction of additional water

supply related infrastructure would not have a substantial adverse effect on a scenic vista or substantially damage scenic resources within a state scenic highway. Therefore, the introduction of new water supply infrastructure would have a less than significant impact to scenic vista and scenic resources.

c) Less than Significant Impact. The proposed modification would result in minimal changes to the visual character of the proposed site, as the existing site is currently disturbed and contains water infrastructure facilities. The proposed modifications would result in the construction of a new water treatment facility and related improvements. The water treatment facility would be designed to be visually compatible with the surrounding environment and would be designed to be compatible with existing on-site structures (i.e., existing electrical building). Moreover, the final design of the proposed water treatment facility would be conducted in consultation with the City of Seaside. This impact is considered to be less than significant.

d) Less than Significant Impact with Mitigation. The proposed project would result in the construction and operation of additional water supply infrastructure on a previously developed site. As noted above, the site is currently improved with existing water supply infrastructure that is part of the ASR project. The construction and operation of the proposed water treatment facility would result in the introduction of additional lighting and glare on the project site. The ASR EIR/EA previously evaluated potential impacts related to increase in lighting and glare. In order to lessen the potential impacts associated with site lighting, the ASR EIR/EA identified mitigation to ensure that impacts would be reduced to a less than significant level. The implementation of that mitigation would ensure that potential impacts associated with the proposed modification would remain less than significant. As a result, the proposed modification would not result in any additional adverse environmental effects beyond those previously evaluated in the ASR EIR/EA. Impacts associated with the proposed modification would be less than significant with the implementation of mitigation.

Mitigation Measures

Mitigation Measure VIS-1: Incorporate Light-Reduction Measures into the Plan and Design of Exterior Lighting at Well Site.

Where lighting is required or proposed, MPWMD will incorporate the following light-reduction measures into the lighting design specifications to reduce light and glare. The lighting design will also meet minimum safety and security standards.

- Luminaires will be the minimum required for property security to minimize incidental light.
- Luminaires will be cutoff-type fixtures that cast low-angle illumination to minimize incidental spillover of light onto adjacent properties and open space. Fixtures that project light upward or horizontally will not be used.
- Luminaires will be focused only where needed (such as building entrances) and should not provide a general “wash” of light on building surfaces.
- Luminaires will be directed away from habitat and open space areas adjacent to the project site.
- Luminaires will provide good color rendering and natural light qualities. Low-pressure sodium and high-pressure sodium fixtures that are not color corrected will not be used.

- Luminaire mountings will be downcast and the height of poles minimized to reduce potential for backscatter into the nighttime sky and incidental spillover of light onto adjacent properties and open space. Light poles will be no higher than 20 feet. Luminaire mountings will have nonglare finishes.

Monitoring: Prior to initiation of construction activities, MPWMD will ensure that this mitigation measure is implemented. MPWMD is responsible for ensuring compliance for the duration of the project.

Conclusion

The proposed modification would not result in any new significant impacts or cause an increase in severity of any significant impacts identified in the ASR EIR/EA related to aesthetics. Because the modification could potentially contribute additional sources of lighting and glare associated with the construction and operation of the proposed water treatment facility, *Mitigation Measures VIS-1: Incorporate Light-Reduction Measures into the Plan and Design of Exterior Lighting at Well Site* from the previously approved ASR EIR/EA must be implemented.

Cultural Resources

Existing Setting

A records search at the Northwest Information Venter of the California Historical Resources Information System (CHRIS) was conducted in 2005 as part of the preparation of the ASR EIR/EA. A review of all of the archaeological sites and surveys within 0.5 mile of the site, historical maps, and the Historic Resources Index was performed. Additionally, historic maps for the site, the National Register of Historic Places, and the California Register of Historical Resources were consulted. The records search at CHRIS did not result in the identification of any previously recorded prehistoric or historic resources within 0.5 mile of the site. The closest prehistoric archaeological site, CA-MNT-699, is located in the coastal dunes.

Checklist

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary of Impacts in Previous Documents

The ASR EIR/EA found a potentially significant impact due to the potential for discovery of buried unknown cultural deposits and human remains during construction activities; however, *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits are Encountered during Construction Activities* and *CR-2: Stop Work If Human Remains are Encountered during Construction Activities*, were presented and adopted to reduce potential impacts to a less than significant level.

Addendum No. 1 to the ASR/EA came to the same conclusion as the ASR EIR/EA. Potentially significant impacts could result from the potential for discovery of buried unknown cultural deposits and human remains during construction activities. These impacts could be reduced to less than significant with the implementation of *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits are Encountered during Construction Activities* and *CR-2: Stop Work If Human Remains are Encountered during Construction Activities*.

Addendum No. 2 to the ASR ER/EA also identified a potentially significant impact during construction of the Hilby Pump Station due to the potential for discovery of buried unknown cultural deposits and human remains during construction activities. These impacts could be reduced to less than significant with the implementation of *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits are Encountered during Construction Activities* and *CR-2: Stop Work If Human Remains are Encountered during Construction Activities*.

Addendum No. 3 to the ASR EIR/EA identified also identified a potentially significant impact during construction of the Monterey Pipeline Re-Alignment due to the potential for discovery of buried unknown cultural deposits and human remains during construction activities. These impacts could be reduced to less than significant with the implementation of *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits are Encountered during Construction Activities* and *CR-2: Stop Work If Human Remains are Encountered during Construction Activities*.

Addendum No. 4 to the ASR EIR/EA identified also identified a potentially significant impact during construction due to the potential for discovery of unknown archaeological resources and human remains during construction activities. These impacts could be reduced to less than significant with the implementation of *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits are Encountered during Construction Activities* and *CR-2: Stop Work If Human Remains are Encountered during Construction Activities*.

Discussion

- a) **No Impact:** The proposed modification would not impact historic resources; there are no documented historical resources on the Proposed Project site or in the vicinity.
- b) **Less than Significant Impact with Mitigation:** Ground disturbing activities could potentially unearth unknown archaeological resources. However, the project site has previously been surveyed for nearby and adjacent projects, and there is a low possibility of archaeological resources to be present. Moreover, the site was also previously graded in connection with the Backflush Basin Expansion project. While previously unknown or buried archaeological resources are not anticipated to be encountered during project construction, the implementation of *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits Are Encountered during Construction* and *CR-2: Stop Work If Human Remains Are Encountered during Construction Activities*, previously adopted as part of the ASR EIR/EA and described below, would ensure that potential impacts due to the discovery of previously unknown archaeological resources would be less than significant. As a result, the proposed modification would not result in any new or substantially more severe significant impacts

beyond those identified in the ASR EIR/EA. No additional mitigation would be necessary beyond those measures already identified and provided below.

- c) **Less than Significant Impact with Mitigation:** Implementation of the proposed modification would not be expected to disturb human remains based upon lack of previously identified human remains on the site and in the vicinity. In the unlikely event that human remains are discovered during earthmoving activities, *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits Are Encountered during Construction* and *CR-2: Stop Work If Human Remains Are Encountered during Construction Activities*, previously approved as part of the ASR EIR/EA and described below, would reduce the potential impact to a less than significant level, included in **Attachment 3**. The Proposed Project would not result in any new or more severe significant impacts than those identified in the ASR EIR/EA. No additional mitigation would be necessary beyond those identified.

Mitigation Measures

Mitigation Measure CR-1: Stop Work If Buried Cultural Deposits Are Encountered during Construction Activities.

If buried cultural resources such as chipped stone or ground stone, historic debris, building foundations, or human bone are inadvertently discovered during ground-disturbing activities, the construction contractor will stop work in that area and within a 100-foot radius of the find until a qualified archaeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures. Treatment measures typically include avoidance strategies or mitigation of impacts through data recovery programs such as excavation or detailed documentation.

Mitigation Measure CR-2: Stop Work If Human Remains Are Encountered during Construction Activities.

If human skeletal remains are encountered, the construction contractor will notify CalAm and the county coroner immediately. CalAm will ensure the construction specifications include this order.

If the county coroner determines that the remains are Native American, the coroner will be required to contact the NAHC (pursuant to Section 7050.5 [c] of the California Health and Safety Code) and the County Coordinator of Indian Affairs. A qualified archaeologist will also be contacted immediately.

If human remains are discovered in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

the coroner of the county has been informed and has determined that no investigation of the cause of death is required; and

if the remains are of Native American origin:

- the descendants from the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of with appropriate dignity the human remains, and any associated grave goods as provided in Public Resources Code Section 5097.98; or
- the NAHC was unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the commission.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052). Section 7050.5 requires that construction or excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If the remains are determined to be Native American, the coroner must contact the NAHC.

Conclusion

The proposed modification would not result in any new significant impacts or cause an increase in severity of any significant impacts identified in the ASR EIR/EA related to cultural resources. Because the modification could potentially contribute to previously identified significant impacts to unknown

cultural resources, *Mitigation Measures CR-1: Stop Work If Buried Cultural Deposits are Encountered during Construction* and *CR-2: Stop Work If Human Remains are Encountered during Construction Activities* from the previously approved ASR EIR/EA must be implemented.

Hazards and Hazardous Materials

Existing Setting

A search of the California Department of Toxic Substances Control, EnviroStor database shows that the site is located on the former Fort Ord, which is an active superfund site pursuant to Government Code Section 65962.5. The Proposed Project site occupies land that was historically used for military training. Because of the former military use at the project site, munition response action was completed to remove Department of Defense (DoD) military munitions, many of which were determined upon evaluation by qualified personnel to be Munitions and Explosives of Concern (MEC). Even with completion of munitions response actions, there is potential for munitions to be encountered. The probability of encountering MEC at the Proposed Project site is considered low (Arcadis, Inc./Weston Solutions, Inc., 2018). No other contaminated cleanup sites are located within the vicinity of the Proposed Project Site (California Department of Toxic Substances Control, 2016). Seaside Middle School is located approximately 0.2 miles from the Proposed Project Site.

Checklist

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Initial Study Checklist
Water Treatment Facility Modification

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
result, would it create a significant hazard to the public or the environment?				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Summary of Impacts in Previous Documents

The ASR EIR/EA evaluated hazardous materials impacts of the project and concluded there to be a potentially significant impact related to construction activities occurring on portions of the former Fort Ord associated with historic military use. *Mitigation Measure HAZ-1: Implement MEC Safety Precautions during Grading and Construction Activities at the Project Site* was identified to reduce the potential impact to a less than significant level. The ASR EIR/EA identified less than significant impacts associated with handling of associated materials and public exposure to contaminated drinking water.

Addendum No. 1 to the ASR EIR/EA did not identify any potentially significant impacts related to hazards and hazardous materials.

Addendum No. 2 to the ASR EIR/EA did not identify any potentially significant impacts related to hazards and hazardous materials from the construction or operation of the Hilby Pump Station.

Addendum No. 3 to the ASR EIR/EA did not identify any potentially significant impacts related to hazards and hazardous materials from the implementation of the Monterey Pipeline Re-Alignment.

Addendum No. 4 to the ASR EIR/EA identified potentially significant impacts due to the project site's being located within an area that formerly contained live-firing ranges for various weapons. *Mitigation Measure HAZ-1: Implement MEC Safety Precautions during Grading and Construction*

Activities at the Project Site was identified to reduce the potential impact to a less than significant level.

Discussion

a, b) Less than Significant Impact: The proposed modification would entail the use of hazardous materials during construction and operation. The use of hazardous materials during construction and operation could create a potential hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Moreover, the use of hazardous materials during construction and operation could create a potential hazard to the public through the accidental release of hazardous materials. While hazardous material usage would occur during construction and operation, these effects would be less than significant.

During construction, typical construction equipment fluids, including gasoline, diesel, and lubricants for maintaining equipment may be stored onsite. These materials would be handled and stored in compliance with all local, State, and Federal regulations pertaining to hazardous materials. The temporary usage of these materials during project construction would be reduced through standard construction best management practices and implementation of a Storm Water Pollution Prevention Plan. This would ensure that potential construction-related effects would remain less than significant.

Operation of the proposed water treatment facility would involve the storage and use of hazardous chemicals. The ASR EIR/EA previously considered potential operational impacts during operation of the ASR project. As identified in the ASR EIR/EA, the potential effects would be addressed through the implementation of an operation and maintenance and a chemical handling and emergency response plan. Moreover, these effects would be further reduced through the implementation of a hazardous materials management plan, as required by the County of Monterey. The implementation of these requirements identified in the ASR EIR/EA would ensure that impacts would remain less than significant.

c) Less than Significant Impact: The proposed modification is located approximately 0.2 miles from Seaside Middle School. However, construction and implementation of the proposed project would not result in exposure of the students or staff to hazardous materials, substances, or wastes. All applicable regulations and policies relevant to hazardous materials transportation and storage would be adhered to. This is a less than significant impact.

d) Less than Significant Impact with Mitigation: The project site is located within an area that formerly contained live-firing ranges for various weapons, therefore soil disturbance from excavating and grading activities could expose construction workers to hazards. This impact could be reduced to a less than significant level with the implementation of *Mitigation Measure HAZ-1: Implement MEC Safety Precautions during Grading and Construction Activities at the Project Site*.

e) No Impact: The proposed modification is not located within two miles of a municipal or private airport. Therefore, no impacts would result due to airport related safety hazards.

f) Less than Significant Impact: Implementation of the proposed modification would not interfere with evacuation plans because it involves no construction or operational activities that would fully block transportation pathways.

g) Less than Significant Impact: The project site is primarily surrounded by undeveloped lands. While there is potential for wildland fires in such a land use type, the Proposed Project would not increase the risk of wildfires to residents because construction of the Project would not involve any equipment or activities that present a severe fire risk. Implementation of the Proposed Project would not further expose people or structures to wildland fires.

Mitigation Measure

Mitigation Measure HAZ-1: Implement MEC Safety Precautions during Grading and Construction Activities at the Project Site.

Because of the Proposed Project's location, the following safety precautions are required for onsite activities. The requirements may be modified upon completion of the Munitions Response Remedial Investigation/Feasibility Study (MR RI/FA) process for the munitions response sites.

All personnel accessing the proposed site will be training in MEC recognition. This safety training is provided by the Army at no cost to the trainee.

If an item is discovered that is or could be MEC, it shall not be disturbed. The item shall be reported immediately to the Presidion of Monterey Police Department at 831-242-7851 so that appropriate U.S. Military explosive ordinance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations at the expense of the Army.

Ground disturbing activities, including perimeter fence installation, will be coordinated with the U.S. Army Corps of Engineers Unexploded Ordinance Safety Specialist so that appropriate construction-related precautions may be provided.

Conclusion

The proposed modification would not result in any new significant impacts or cause an increase in severity of any significant impacts identified in the ASR EIR/EA related to hazards and hazardous materials. Because the modification could potentially contribute to previously identified significant impacts to related to hazardous materials, the implementation of *Mitigation Measure HAZ-1: Implement MEC Safety Precautions during Grading and Construction Activities at the Project Site*, from the previously approved ASR EIR/EA must be implemented.

Conclusion

The proposed project would not result in any new significant impacts or cause an increase in severity of any significant impacts identified in the ASR EIR/EA related to utilities and service systems.

Mandatory Findings of Significance

Checklist

Initial Study Checklist
Water Treatment Facility Modification

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Summary of Impacts in Previous Documents

- The ASR EIR/EA found that there would be less than significant cumulative impacts in all issue areas with the exception of NO_x and PM₁₀ emissions, noise and vibration generated during construction. Both of these cumulative significant impacts would be reduced to less than significant with the implementation of *Mitigation Measure Cume-1: Coordinate with Relevant Local Agencies to Develop and Implement a Phased Construction Plan to Reduce Cumulative Traffic, Air Quality, and Noise Impacts*.
- Addendum No. 1 to the ASR EIR/EA did not identify any cumulatively considerable impacts related to implementation of ASR Phase 2.
- Addendum No. 2 to the ASR EIR/EA did not identify any cumulatively considerable impacts related to construction and operation of the Hilby Pump Station.
- Addendum No. 3 to the ASR EIR/EA did not identify any cumulatively considerable impacts related to implementation of the Monterey Pipeline Re-Alignment.

- Addendum No. 4 to the ASR EIR/EA did not identify any cumulatively considerable impacts related to implementation of the Backflush Basin Expansion.

Discussion

a, b, c) Less than Significant Impact: The proposed modification would not substantially degrade or reduce wildlife species or habitat or impact historic resources, as identified in this analysis. Potential cumulative impacts associated with the proposed modification would primarily occur in connection with temporary construction-related effects. As described above, a cumulative analysis for the ASR Project was performed in the ASR EIR/EA and its previous Addenda. Construction and operation of the proposed water treatment facility would not result in adverse impacts on human beings, either directly or indirectly; potential impacts would be temporary in nature and mitigated through the implementation of mitigation measures (to the extent they are applicable) previously identified in the ASR EIR/EA. The proposed modification would not result in any new significant impacts or cause an increase in severity of any significant impacts beyond those identified in the ASR EIR/EA and its Addenda.