

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

FINANCE COMMITTEE

COMMITTEE MEMBERS

Claude Hoover, Chair
Ken Ekelund

David Hart
Glen Dupree

TIME: 10:00 a.m.
DATE: Friday, November 4, 2016
PLACE: Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

A G E N D A

- 1. Call to Order**
- 2. Public Comment**
(Limited to three (3) minutes per speaker on matters within the jurisdiction of the Agency not listed on this agenda. The public will have the opportunity to ask questions and make statements on agenda items as the Committee considers them.)
- 3. Consider approving the Minutes of the Finance Committee meeting on September 2, 2016.**
The Committee will consider approval of the Minutes of the above-mentioned meeting.
- 4. Consider receiving the September 2016 Financials for the Castroville Seawater Intrusion Project/Salinas Valley Reclamation Project, and the Salinas River Diversion Facility.**
Mark Foxworthy, Associate Water Resources Engineer, will review the Financials for the CSIP/SVRP/SRDF
- 5. Consider receiving the September 2016 Financials for all Agency Funds.**
Cathy Paladini, Finance Manager, will review the September 2016 Financials for all Agency Funds.
- 6. Consider approving Purchase Orders/Contracts/Credit Card Purchases in excess of \$500.**
Cathy Paladini, Finance Manager, will review purchase orders/contracts/credit card purchases in excess of \$500.
- 7. Consider receiving the July - September 2016 Consultants Report**

Cathy Paladini, Finance Manager, will review the report.

8. Consider receiving the July - September 2016 Board of Directors Fees and Mileage report.

Cathy Paladini, Finance Manager, will review the report.

9. Consider approving Amendment No. 1 to the Professional Services Agreement with Obermeyer Hydro, Inc., in the amount of \$7,337, bringing the maximum amount payable to \$42,553, to complete modification to the Nacimiento Dam spillway crest inflatable gate system, and, authorizing the General Manager to execute the Amendment.

Chris Moss, Senior Water Resources Engineer, will review the Agreement.

10. Consider recommending that the Monterey County Water Resources Agency Board of Directors approves Amendment No. 1 to the Professional Services Agreement with Towill, Inc., in the amount of \$12,075, bringing the maximum amount payable to \$132,188, to provide survey mapping services for the Interlake Tunnel and San Antonio Reservoir Spillway Modification Projects, and, authorizing the General Manager to execute Amendment No.1.

German Criollo, Associate Hydrologist, will review the Agreement.

11. Consider receiving an update on the Raftelis Financial Consultants, Inc. upcoming November 9th and 10th informational workshop regarding Agency assessments for Zone 2B Castroville Seawater Intrusion Project (CSIP), and Zones 2Y CSIP Operations and Maintenance, Zone 2Z Salinas Valley Reclamation Operations and Maintenance Project, and water delivery/service charges in Zone 2B.

Cathy Paladini, Finance Manager, will provide the update.

12. Set next meeting date and discuss future agenda items.

The Committee will discuss and determine details for its next meeting.

13. Adjournment

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

FINANCE COMMITTEE

COMMITTEE MEMBERS

Claude Hoover (Chair)
David Hart

Ken Ekelund

TIME: 10:00 a.m.
DATE: Friday, September 2, 2016
PLACE: Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

MINUTES

1. **Call Meeting to Order @ 10:00 a.m. by Committee Chair, Claude Hoover. A quorum was established.**

Members Present: Claude Hoover, David Hart,
Members Absent: Ken Ekelund

2. **Public Comment:** None.
3. Approve the Minutes of the Finance Committee Meeting held on July 8, 2016.

Committee Action:

Upon Motion and Second by Directors Hart and Hoover, respectively, approved the Minutes of the Finance Committee meeting held on July 8, 2016.

Vote: Motion carried unanimously by those members present.

4. Consider receiving the July 2016 Financials for all Agency Funds.
Cathy Paladini, Finance Manager, presented this item for consideration.

Committee Action:

Upon Motion and Second by Directors Hart and Hoover respectively, received the July 2016 Financials for all Agency Funds.

Vote: Motion carried unanimously by those members present.

5. Consider approving Purchase Orders/Contracts/Credit Card Purchases in excess of \$500.
Cathy Paladini, Finance Manager, presented this item for consideration.

Public Comment: John Baillie

Committee Action:

Upon Motion and Second by Directors Hart and Hoover respectively, approved the Purchase Orders/Credit Card Purchases in excess of \$500.

Vote: Motion carried unanimously by those members present.

6. Consider receiving the June 2016 Consultants Report.
Cathy Paladini, Finance Manager, reviewed the report.

Committee Action:

Upon Motion and Second by Directors Hart and Hoover respectively, received the June 2016 Consultants report.

Vote: Motion carried unanimously by those members present.

7. Consider receiving the July 2015 through June 2016 Board of Directors Fees and Mileage report.
Cathy Paladini, Finance Manager, reviewed the report.

Committee Action:

Upon Motion and Second by Directors Hart and Hoover respectively, approved the June 2016 Board of Directors Fees and Mileage Report

Vote: Motion carried unanimously by those members present.

8. Consider receiving a status update on the Monterey County Water Resources Agency FY 2015-16 year-end financials and recommend to the full board an appropriate action for staff to close the FY 2015-16 year-end period.
Cathy Paladini, Finance Manager, will provide the update.

Public Comment: Email from Nancy Isakson read by Committee Chair Hoover.

Committee Action:

Upon Motion and Second by Directors Hart and Hoover respectively, received a status update on the Monterey County Water Resources Agency FY 2015-16 year-end financials and recommended to the full board that the Chair of the Agency Board of Directors and the General Manager meet with the Auditor Controller to discuss the issue regarding the Downey Brand litigation invoices.

Vote: Motion carried unanimously by those members present.

9. Set next meeting date and discuss future agenda items.
The next meeting is scheduled on October 7, 2016 at 10:00 a.m.
10. Adjournment at 11:05 a.m.

Submitted by: Alice Henault

Approved on:

**FY 2016-2017
SUMMARY OF CSIP, SVRP AND SRDF
OPERATIONS AND MAINTENANCE
EXPENDITURE REPORTS**

**FROM JULY 1, 2015 THROUGH SEPTEMBER 30, 2016
3 MONTHS= 25% OF THE BUDGET CYCLE**

	<u>TOTAL EXPENDITURES AND COMMITMENTS</u>	<u>FY 16-17 Budget</u>	<u>% USED</u>
CSIP			
MCWRA	425,537	1,212,549	35%
MRWPCA	430,523	1,554,450	28%
Total	<u>856,059</u>	<u>2,766,999</u>	<u>31%</u>
SVRP			
MCWRA	-	260	0%
MRWPCA	429,487	2,600,471	17%
Total	<u>429,487</u>	<u>2,600,731</u>	<u>17%</u>
SRDF			
MCWRA	34,376	616,167	6%
MRWPCA	9,686	79,912	12%
Total	<u>44,063</u>	<u>696,079</u>	<u>6%</u>

		<u>Budget</u>	<u>% Used</u>
CSIP Supplemental Well Water Produced this FY	2,768	acre-feet	6,058 46%
SVRP Recycled Water Produced this Fiscal Year	5,427	acre-feet	14,260 38%
SRDF River Water Produced this Fiscal Year	<u>0</u>	acre-feet	<u>0</u> 0%
Total Water Production	8,195	acre-feet	20,318 40%

FUND 131
Castroville Seawater Intrusion Project (CSIP) O&M Expenditure Report
FY 2016-2017

FROM JULY 1, 2015 THROUGH SEPTEMBER 30, 2016

Description	September, 2016	Year-to-Date	Year-to-Date	Total Year-to-Date	FY 2015 - 2016(a)	Approved	FY 2015-2016
	Current Period	Expenditures	Encumbered	Expenditures	Expenditures & Commitments	FY 2016-2017	Percent of
	Expenditures			& Commitments	thru September, 2015	Budgeted Amount	Budget Used
A	B	C	D	E	F	G	H
MCWRA O&M							
1 Communication Charges - External	0	0	0	0	0	0	0.00%
2.1 Earthquake Insurance	0	8,319	0	8,319	8,080	37,816	22.00%
2.2 Project Insurance	0	252,518	0	252,518	211,250	254,588	99.19%
3 Insurance reimbursement from MRWPCA	(101,007)	(101,007)	0	(101,007)	0	(101,835)	99.19%
4.1 Maintenance Svc. & Suppl. External	68	68	1,932	2,000	1,012	3,183	62.83%
4.2 Maintenance Svc. & Suppl. Internal	0	0	0	0	0	0	n/a
5 Equipment Maintenance	0	0	15,000	15,000	797	530	2830.19%
6 Memberships/Publications	0	0	0	0	228	275	0.00%
7 Non-Capital Equipment	0	0	0	0	2,237	1,592	0.00%
8 Miscellaneous Services	0	0	0	0	0	0	n/a
9 Miscellaneous Supplies	0	0	0	0	0	0	n/a
10 Books/Periodicals and Other Subscriptions	0	0	0	0	0	0	n/a
11 Courier Service (external)	0	0	0	0	0	0	n/a
12 Minor Computer Software	771	771	0	0	0	0	n/a
12 Lab Services	0	0	0	0	0	5,000	n/a
13 Outside Legal Counsel	0	0	0	0	0	0	n/a
14 County Counsel	186	186	0	186	0	1,104	16.86%
15 Consultants/Contractors	2,400	2,400	122,138	124,538	0	410,000	30.38%
16 MRWPCA-Prior year O&M adjustment	0	0	0	0	0	0	n/a
17 Publications and legal Notices	0	0	0	0	0	260	n/a
18 Equipment Rental	0	0	0	0	41,000	0	n/a
19 MCWRA Labor Charges	62,227	123,983	0	123,983	103,078	600,036	20.66%
20 Equipment	0	0	0	0	0	0	n/a
20 Infrastructure	0	0	0	0	0	0	n/a
21 TOTAL O&M CSIP (MCWRA)	(35,354)	287,237	139,070	425,537	367,682	1,212,549	35.09%
MRWPCA O&M							
22 MRWPCA Salaries/Benefits	36,755	100,668	0	100,668	101,645	538,800	18.68%
23 Office Expense	156	156	0	156	294	1,400	11.17%
24 Outside Professional Services	5,448	9,655	26,382	36,037	1,800	53,500	67.36%
25 Operating Supplies	2,458	4,671	127	4,798	4,039	15,100	31.77%
26 Contract Services - Lab Services, Equip Rent	4,203	6,792	17,790	24,581	20,216	39,600	62.07%
27 Chemicals	0	0	0	0	0	0	n/a
28 Utilities	80,496	210,318	0	210,318	235,402	642,800	32.72%
29 PM/Repairs	1,865	7,218	5,620	12,839	5,699	97,750	13.13%
30 Contingency	0	0	0	0	0	0	n/a
31 Equipment Replacement Fund	0	0	0	0	0	0	n/a
32 Vehicle Costs	0	0	0	0	0	1,000	0.00%
33 Indirect	41,125	41,125	0	41,125	0	164,500	25.00%
34 TOTAL O&M CSIP (MRWPCA)	172,507	380,603	49,919	430,523	369,095	1,554,450	27.70%
35 CSIP PCA Capital Outlay (from Reserves)	0	0	0	0	0	100,000	0.00%
36 TOTAL CSIP O&M	137,152	667,841	188,989	856,059	736,777	2,866,999	29.86%

(a) Prior year has been added to provide a comparative reference

FUND 132

**Salinas Valley Reclamation Project (SVRP) O&M Expenditure Report
FY 2016-2017**

FROM JULY 1, 2015 THROUGH SEPTEMBER 30, 2016

Description	September, 2016	Year-to-Date	Year-to-Date	Total Year-to-Date	FY 2015 - 2016(a)	Approved	FY 2015-2016
	Current Period Expenditures	Expenditures	Encumbered	Expenditures & Commitments	Expenditures & Commitments thru September, 2015	FY 2016-2017 Budgeted Amount	Percent of Budget Used
A	B	C	D	E	F	G	H
MCWRA O&M							
1 Equipment Maintenance	0	0	0	0	0	0	n/a
2 Publications & Legal Notices	0	0	0	0	0	260	0%
3 Consultants/Contractors	0	0	36,787	36,787	0	0	n/a
4 TOTAL O&M SVRP (MCWRA)	0	0	0	0	0	260	0%
MRWPCA O&M							
5 MRWPCA Salaries/Benefits	6,753	17,345	0	17,345	101,719	709,491	2.44%
6 Office Expense	0	0	0	0	45	330	0.00%
7 Contractors	0	13,389	12,880	26,269	23,539	66,000	39.80%
8 Operating Supplies	2,178	6,566	1,211	7,777	14,336	27,250	28.54%
9 Contract Services - Rodent Control, Equip Rent	361	722	20,478	21,200	714	16,300	130.06%
10 Chemicals	88,349	133,525	0	133,525	178,894	537,000	24.86%
11 Utilities	11,616	52,162	0	52,162	76,429	488,900	10.67%
12 PM/Repairs	7,008	61,209	48,324	109,534	97,272	400,500	27.35%
13 Contingency	0	0	0	0	0	0	n/a
14 Equipment Replacement Funds	0	0	0	0	0	0	n/a
15 Indirect Costs	61,675	61,675	0	61,675	0	246,700	25.00%
16 TOTAL O&M SVRP (MRWPCA)	177,939	346,594	82,893	429,487	492,947	2,492,471	17.23%
17 SVRP Capital Outlay (Transferred from reserves)	0	0	0	0	10,760	108,000	0.00%
18 TOTAL SVRP O&M	177,939	346,594	82,893	429,487	503,707	2,600,731	16.51%

(a) Prior year has been added to provide a comparative reference

FUND 134
Salinas River Diversion Facility (SRDF) O&M Expenditure Report
FY 2016-2017

FROM JULY 1, 2015 THROUGH SEPTEMBER 30, 2016

Description	September, 2016	Year-to-Date	Year-to-Date	Total Year-to-Date	FY 2015 - 2016(a)	Approved	FY 2015-2016
	Current Period Expenditures	Expenditures	Encumbered	Expenditures & Commitments	Expenditures & Commitments thru September, 2015	FY 2016-2017 Budgeted Amount	Percent of Budget Used
A	B	C		C	D	E	F
MCWRA O&M							
1 Communication Charges - External	0	0	0	0	0	0	n/a
2.1 Earthquake Insurance	0	0	0	0	0	0	n/a
2.2 Project Insurance	0	0	0	0	0	0	n/a
3 Maintenance Svc. & Suppl. External	0	44	1,000	1,044	8,500	15,606	6.69%
4 Maintenance Svc. & Suppl. Internal	0	0	0	0	0	2,081	0.00%
5 Equipment Maintenance	0	0	0	0	0	6,242	0.00%
6 Non-Capital Equipment	0	0	0	0	0	3,642	0.00%
7 Miscellaneous Services	0	0	0	0	0	0	n/a
8.1 Miscellaneous Supplies	0	0	0	0	0	2,122	0.00%
8.2 Books & Periodicals	0	0	0	0	0	0	n/a
9 Minor Equip. & Furnishings	0	0	0	0	0	0	n/a
10 Postage and Shipping	0	0	0	0	0	0	n/a
11 Outside Legal Counsel	0	0	0	0	20,360	20,808	0.00%
12 County Counsel	0	0	0	0	0	3,121	0.00%
13 Contractors/Consultants	0	0	0	0	0	101,820	0.00%
14 Equipment Rental	0	0	0	0	0	0	n/a
15 MCWRA Labor Charges	21,394	33,333	0	33,333	35,362	458,225	7.27%
16 Water Rights & Dam Fees	0	0	0	0	0	2,500	0.00%
15b Claims, Judgements & Damages	0	0	0	0	28,963	0	n/a
17 Equipment	0	0	0	0	0	0	n/a
18 Infrastructure	0	0	0	0	0	0	n/a
19 TOTAL O&M SRDF (MCWRA)	21,394	33,376	1,000	34,376	93,185	616,167	5.58%
MRWPCA O&M							
20 MRWPCA Salaries/Benefits	1,058	2,773	0	2,773	4,683	24,312	11.41%
21 Office Expense	0	0	0	0	0	150	0.00%
22 Contractors/Consultants	0	0	0	0	0	12,500	0.00%
23 Operating Supplies	0	0	0	0	6	3,150	0.00%
24 Contract Services - Lab Services, Equip Rent	0	0	0	0	68	6,000	0.00%
25 Chemicals (chlorine)	0	0	0	0	0	0	n/a
26 Utilities	1,046	3,140	0	3,140	2,699	5,000	62.80%
27 PM/Repairs	0	73	0	73	0	13,500	0.54%
28 Equipment Replacement	0	0	0	0	0	0	n/a
29 Sludge Disposal Costs	0	0	0	0	0	0	n/a
30 Vehicle Mileage Charges	0	0	0	0	0	500	0.00%
31 Contingency	0	0	0	0	0	0	n/a
32 Indirect Costs	3,700	3,700	0	3,700	0	14,800	25.00%
33 TOTAL O&M SRDF (MRWPCA)	5,804	9,686	0	9,686	7,457	79,912	12.12%
34 TOTAL SRDF O&M	27,198	43,063	1,000	44,063	100,642	696,079	6.33%

(a) Prior year has been added to provide a comparative reference

Utility Cost Summary

FROM JULY 1, 2015 THROUGH SEPTEMBER 30, 2016
3 MONTHS= 25% OF THE BUDGET CYCLE

	Fiscal Year Budget Amount	Water Budget (Acre-Feet)	Calculated Unit Cost (\$ / Ac-Ft)
CSIP	\$ 642,800	6,058	\$ 106.11
SVRP	\$ 488,900	14,260	\$ 34.28
SRDF	\$ 5,000	0	\$ -
		<u>20,318</u>	

FY 2016-2017 - Actual Utility Expenditures

	Utility Expenditures Thru September, 2016	Delivered Water (Acre-Feet)	Calculated Unit Cost (\$ / Ac-Ft)	Percent Budget Expended
CSIP	\$ 210,318	2,768	\$ 75.98	33%
SVRP	\$ 52,162	5,427	\$ 9.61	11%
SRDF	\$ 3,140	0	\$ -	63%
		<u>8,195</u>		

Comparison with Prior Fiscal Year (2015-2016)

	Utility Expenditures Thru September, 2015	Delivered Water (Acre-Feet)	Calculated Unit Cost (\$ / Ac-Ft)
CSIP	\$ 235,402	2,939	\$ 80.10
SVRP	\$ 76,429	5,314	\$ 14.38
SRDF	\$ 2,699	0	\$ -
		<u>8,253</u>	

Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report

For Month Ending: September 30, 2016

% Monthly Time Elapsed: 25.00%

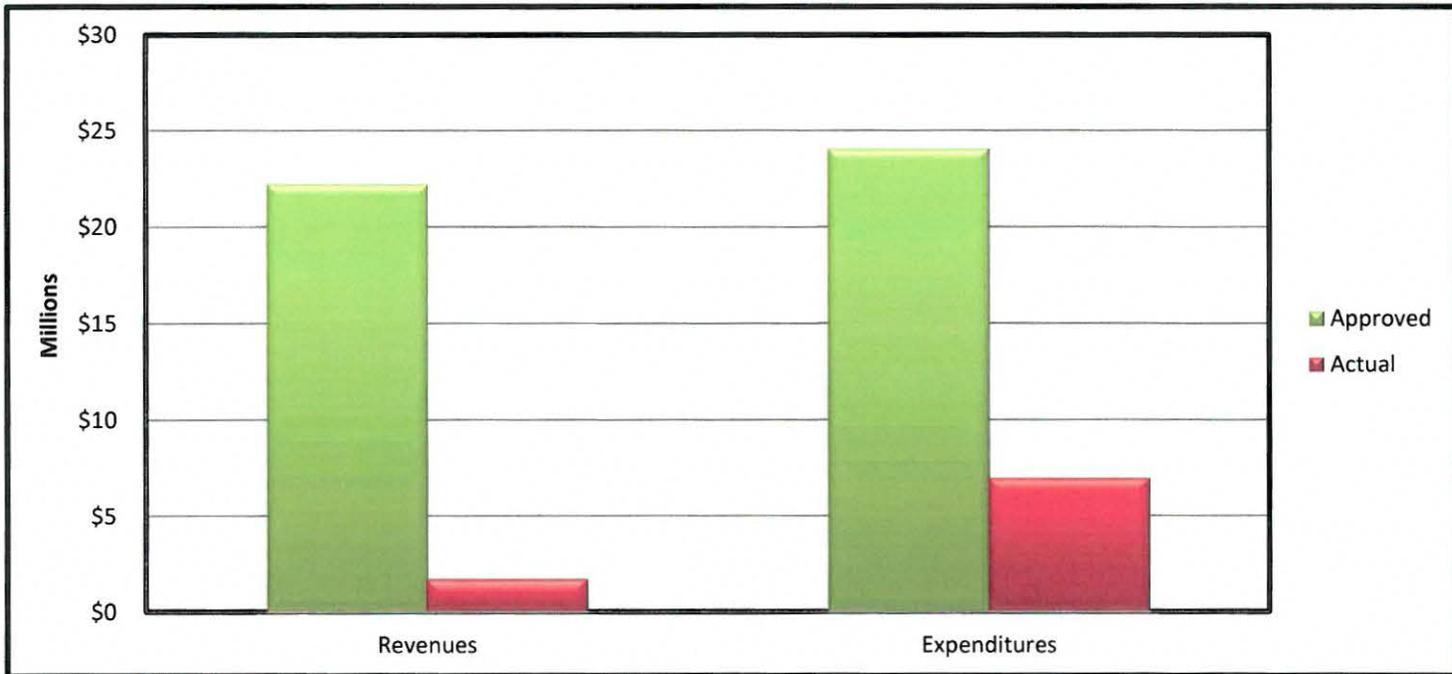
Fund	Zone	Fund Name	Approved Budget				Year-to-Date			
			Est Beginning Fund Balance	Approved Budget Expenditures	Approved Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received
111	ADMN	Administration	92,266	75,651	0	16,615	30,341	n/a	296	n/a
112	1	Pajaro Levee	35,057	455,278	420,601	380	74,852	16.4%	205	0.0%
113	CW	Countywide	85,437	797,632	743,460	31,265	231,000	29.0%	107,637	14.5%
114	2	Naci Non-O&M	152,442	535,025	395,737	13,154	33,587	6.3%	18,123	4.6%
115	2A	SA Non-O&M	158,136	675,281	522,311	5,166	90,661	13.4%	66,396	12.7%
116	2C	Dam Ops	229,643	4,575,413	4,346,108	338	648,485	14.2%	3,035	0.1%
116	2C	Camp	1,631	0	0	1,631	0	0.0%	0	0.0%
116	2C	2C Admin	681,721	342,476	352,467	691,712	1,458	0.4%	352	0.1%
117	3	Lwr Salinas Rvr	49,723	35,471	35,261	49,513	0	0.0%	0	0.0%
118	5	Merritt Lake	32,677	42,778	40,554	30,453	2,345	5.5%	0	0.0%
119	6	CSIP Trns & Wtr Cons	251,926	209,221	33,778	76,483	0	0.0%	0	0.0%
120	7	No. County	24,134	1,564	4,663	27,233	0	0.0%	0	0.0%
121	8	Soledad Storm Drain	37,453	108,650	71,435	238	22,675	20.9%	130	0.2%
122	9	Reclamation Ditch	734,487	1,544,208	1,383,183	573,462	422,765	27.4%	3,740	0.3%
123	11	Monterey/Carmel Vly	157,315	60,795	57,711	154,231	772	1.3%	0	0.0%
124	12	San Lorenzo Creek	32,788	70,583	38,675	880	3,142	4.5%	22	0.1%
125	14	Arroyo Seco	776	1,661	1,771	886	389	23.4%	0	0.0%
126	15	Carnation Subdivision	59,023	21,658	5,544	42,909	0	0.0%	0	0.0%
127	17	Moro Cojo Slough	191,775	218,694	108,789	81,870	20,937	9.6%	242	0.2%
128	2	Storm Drain	155,436	26,255	20,969	150,150	44	0.2%	0	0.0%
129	GS	Gonzales Slough	1,240	5,052	4,293	481	0	0.0%	0	0.0%
130	HY	Naci Hydro Ops	178,422	147,522	61,000	91,900	35,649	24.2%	27,655	45.3%
131	2Y	CSIP O&M	1,179,000	2,870,570	2,164,412	472,842	1,129,462	39.3%	10,930	0.5%
132	2Z	SVRP	1,601,915	4,428,048	3,761,201	935,068	1,300,236	29.4%	6,162	0.2%
133		SVWP Revenue Fund	3,528,552	2,137,845	2,137,845	3,528,552	1,426,903	66.7%	7,235	0.3%
134	SRDF	SRDF Operations	2,530,254	696,079	1,549,905	3,384,080	73,332	10.5%	27,898	1.8%
303		CSIP Debt Svc	976,400	1,835,779	1,850,000	990,621	0	0.0%	0	0.0%
313		SVWP Debt Service	0	2,134,063	2,134,063	0	1,425,781	66.8%	1,425,385	66.8%
425		MBRWP Construction	10,940	0	0	10,940	0	0.0%	0	0.0%
Totals			\$13,170,569	\$24,053,252	\$22,245,736	\$11,363,053	\$ 6,974,816	29.0%	\$ 1,705,444	7.7%

* Fund 111 includes monthly inter-fund reimbursements based on estimate -Total expenditures will be charged to other funds at 6/30/17

**Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report**

For Month Ending: September 30, 2016

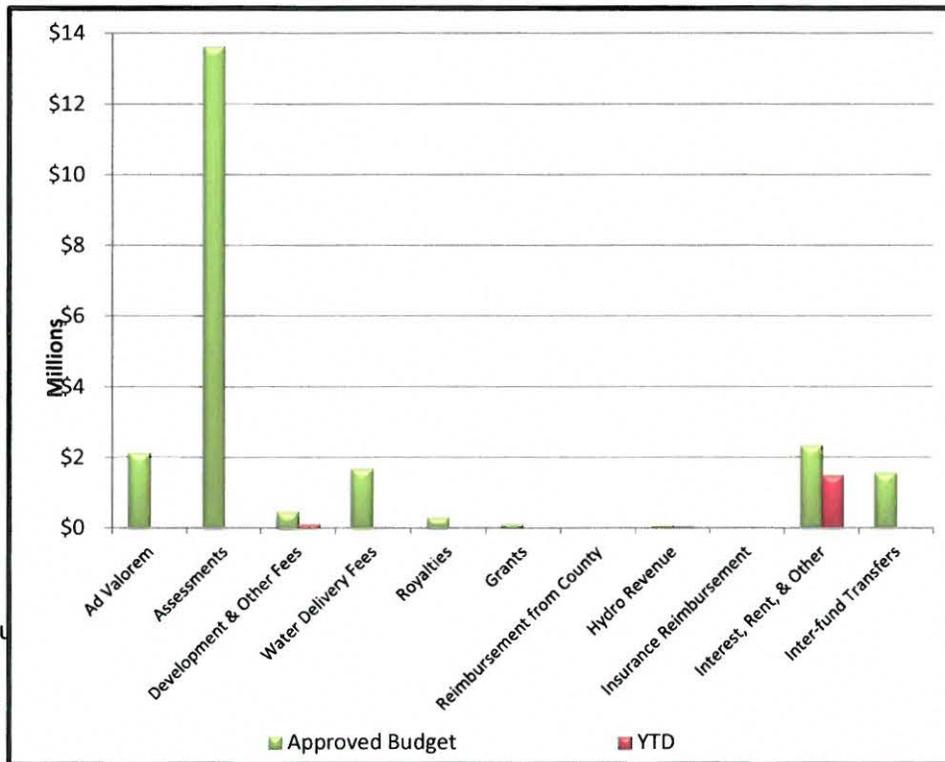
Budget Variance Analysis		
Category	Approved Budget	YTD Actual
Beginning Available Fund Balance	13,170,569	13,170,569
Revenues	22,245,736	1,705,444
Expenditures	24,053,252	6,974,816
Ending Available Fund Balance	11,363,053	7,901,196



**Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report**

Revenue Variance

Revenue Variance by Source				
	Approved Budget	% of Approved	YTD	% of Total YTD
Ad Valorem	\$2,119,001	9.53%	5,313	0.31%
Assessments	\$13,634,394	61.29%	17,835	1.05%
Development & Other Fees	\$463,379	2.08%	119,054	6.98%
Water Delivery Fees	\$1,670,988	7.51%	36,804	2.16%
Royalties	\$300,000	1.35%	0	0.00%
Grants	\$110,000	0.49%	0	0.00%
Reimbursement from County	\$0	0.00%	0	0.00%
Hydro Revenue	\$60,000	0.27%	27,655	1.62%
Insurance Reimbursement	\$0	0.00%	0	0.00%
Interest, Rent, & Other	\$2,336,974	10.51%	1,498,784	87.88%
Inter-fund Transfers	\$1,551,000	6.97%	0	0.00%
Totals	\$22,245,736	0	\$ 1,705,444	



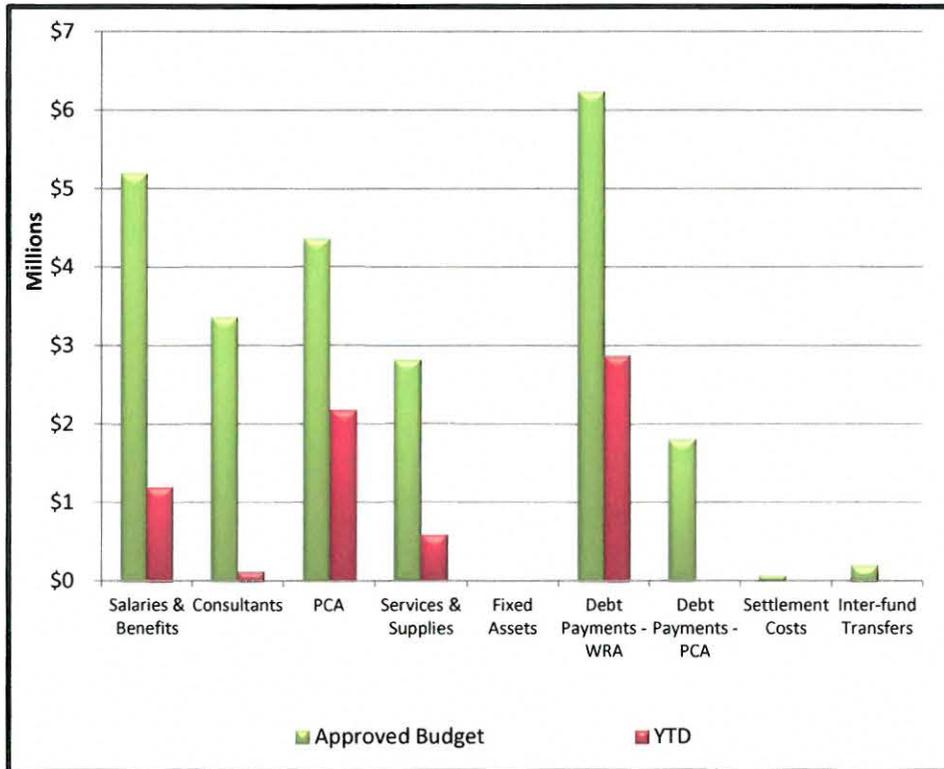
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**Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report**

Expenditure Variance

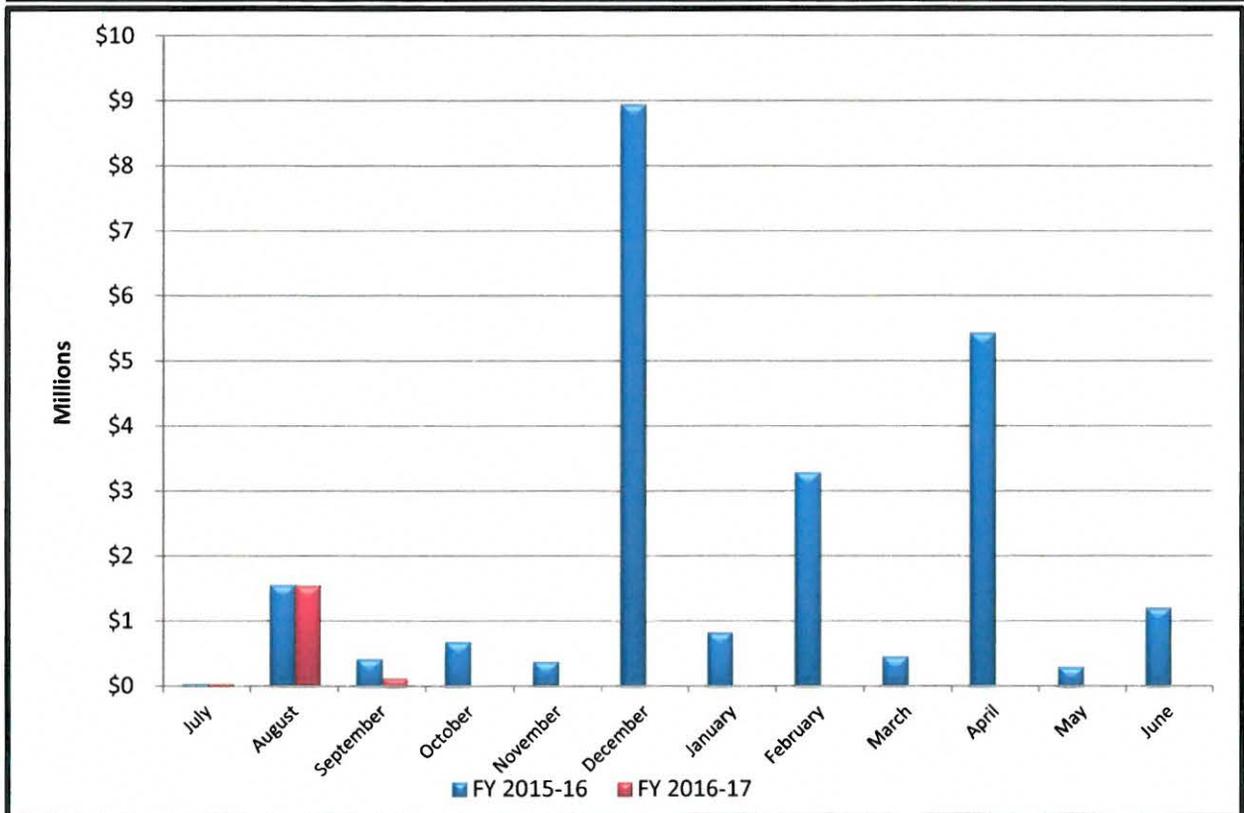
Expenditure Variance by Type				
	Approved Budget	% of Approved	YTD	% of Total YTD
Salaries & Benefits	5,201,750	21.63%	1,204,767	17.27%
Consultants	3,361,263	13.97%	122,515	1.76%
PCA	4,363,661	18.14%	2,182,417	31.29%
Services & Supplies	2,814,191	11.70%	587,830	8.43%
Fixed Assets	0	0.00%	0	0.00%
Debt Payments - WRA	6,241,886	25.95%	2,877,287	41.25%
Debt Payments - PCA	1,803,880	7.50%	0	0.00%
Settlement Costs	66,621	0.28%	0	0.00%
Inter-fund Transfers	200,000	0.83%	0	0.00%
Totals	\$ 24,053,252		\$ 6,974,816	



**Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report**

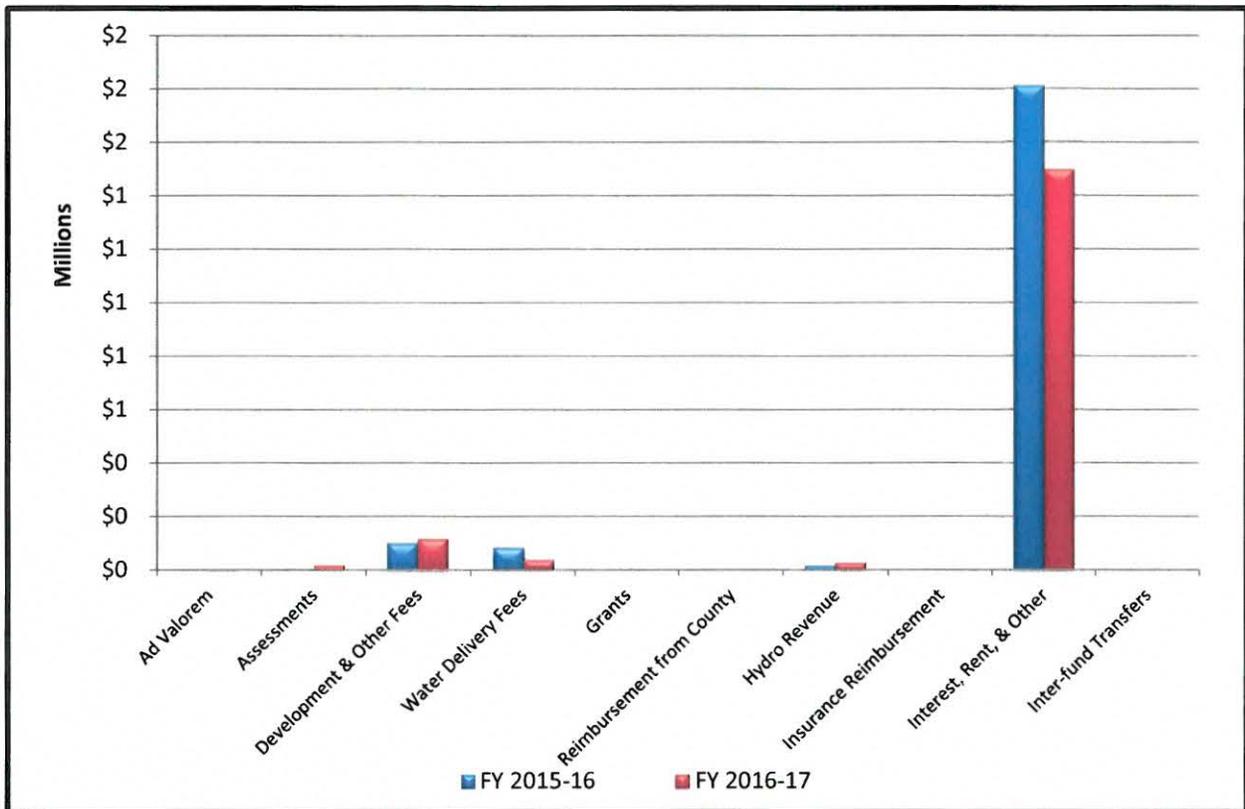
YTD Actual Revenues

Month over Month Revenues				
	FY 2015-16	% Received	FY 2016-17	% Received
July	44,074	0.20%	37,745	0.17%
August	1,558,264	7.40%	1,542,146	7.10%
September	423,216	9.35%	125,553	7.67%
October	685,025	12.51%		
November	370,767	14.22%		
December	8,953,348	55.55%		
January	833,673	59.40%		
February	3,293,787	74.60%		
March	454,923	76.70%		
April	5,440,825	101.82%		
May	302,341	103.21%		
June	1,209,606	108.79%		
YTD Actual	\$ 23,569,849		\$ 1,705,444	
Budget	\$ 21,664,625		\$ 22,245,736	



Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report
YTD Revenues by Source

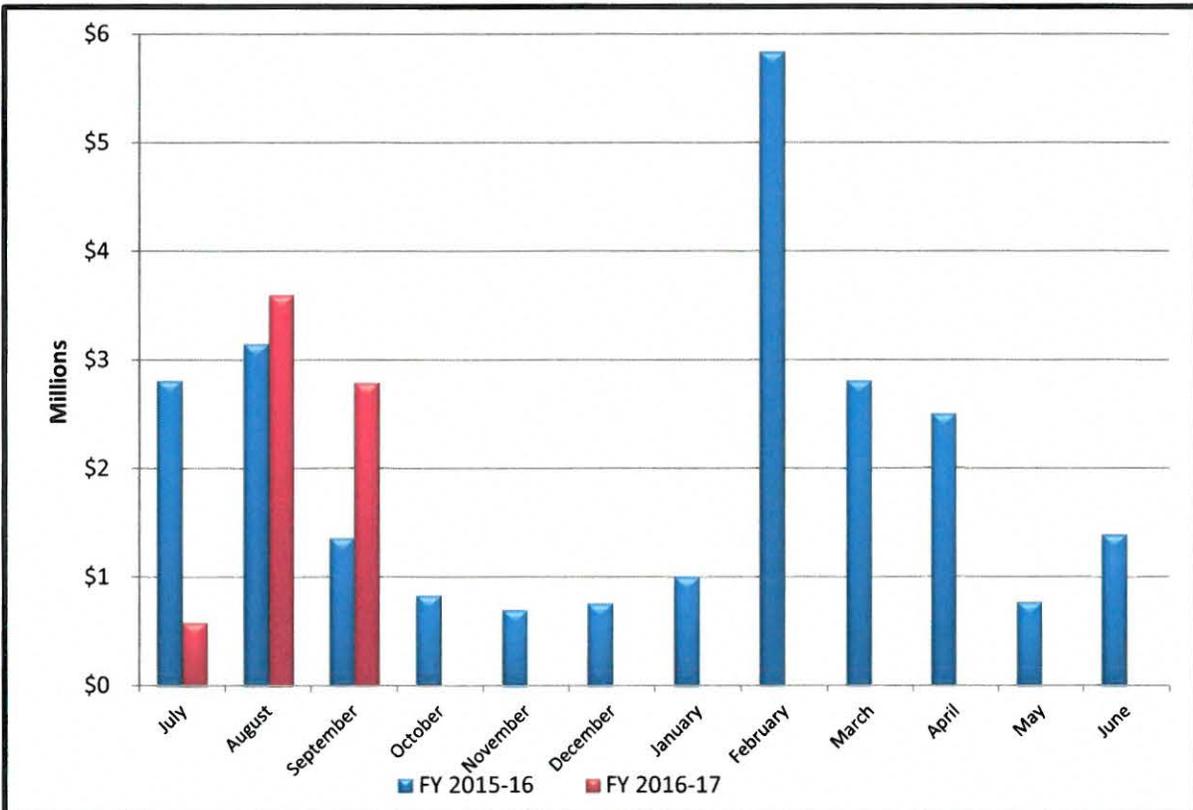
Revenues by Source		
	FY 2015-16	FY 2016-17
Ad Valorem	4,588	5,313
Assessments	4,330	17,835
Development & Other Fees	102,623	119,054
Water Delivery Fees	83,126	36,804
Grants	0	0
Reimbursement from County	0	0
Hydro Revenue	17,668	27,655
Insurance Reimbursement	0	0
Interest, Rent, & Other	1,813,219	1,498,784
Inter-fund Transfers	0	0
Totals	\$2,025,554	\$1,705,444



**Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report**

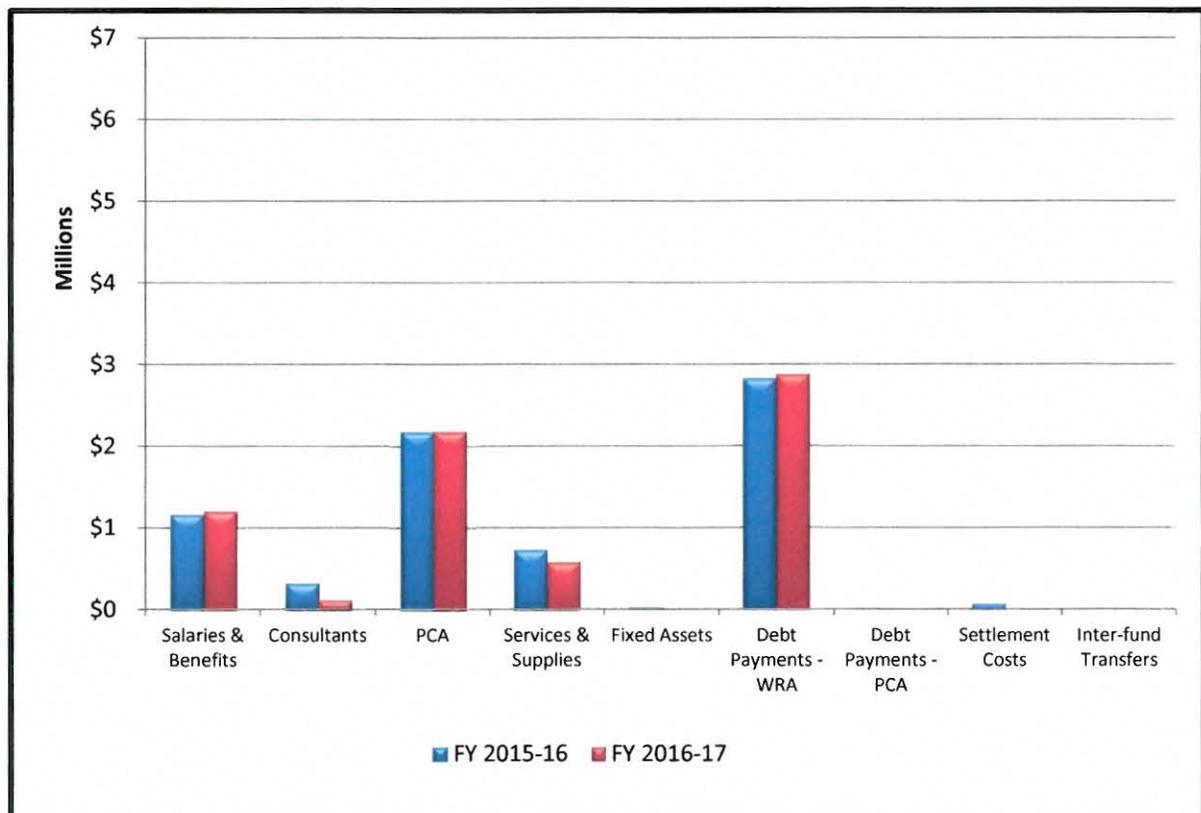
YTD Actual Expenditures

Month over Month Expenditures				
	FY 2015-16	% Expended	FY 2016-17	% Expended
July	2,812,374	9.90%	583,202	2.42%
August	3,151,298	20.99%	3,601,414	17.40%
September	1,360,887	25.78%	2,790,200	29.00%
October	830,556	28.71%		
November	701,755	31.18%		
December	763,283	33.86%		
January	1,006,066	37.40%		
February	5,841,095	57.96%		
March	2,810,730	67.86%		
April	2,503,345	76.67%		
May	770,284	79.38%		
June	1,397,044	84.30%		
YTD Actual	\$ 23,948,717		\$ 6,974,816	
Budget	\$ 28,409,306		\$ 24,053,252	



**Monterey County
Water Resources Agency
FY 2016-2017 Financial Status Report
YTD Expenditures by Type**

Expenditures by Type		
	FY 2015-16	FY 2016-17
Salaries & Benefits	1,166,912	1,204,767
Consultants	324,034	122,515
PCA	2,181,572	2,182,417
Services & Supplies	732,441	587,830
Fixed Assets	27,919	0
Debt Payments - WRA	2,825,061	2,877,287
Debt Payments - PCA	0	0
Settlement Costs	66,621	0
Inter-fund Transfers	0	0
Totals	\$7,324,559	\$6,974,816



**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of July 2016
and credit card purchases over \$500.00 in July 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Burke, Williams & Sorenson Independent Legal Services for the Interlake Tunnel Project FY 16-17	DO0000011875	2C	20,657.98
Cascade Software Systems For the maintenance and upgrades to the Agency's Win-CAMS software system FY 16-17	DO0000011573	ADMN	11,000.00
Office Depot For the purchase of office supply products in FY 16-17	DO0000011438	ADMN	11,000.00
Delta Liquid Propane For the purchase of liquid propane delivery to the residences at Lake Nacimiento and San Antonio for FY 16-17	BPO0000008319	2C	1,750.00
Pure Water For the purchase of bottled water for 893 Blanco Circle, 855 E. Laurel Dr. for FY 16-17	BPO0000008320	ADMN	1,325.00
Ameripride For the supply and cleaning service of work garments for the Agency's maintenance crew for FY 16-17	BPO0000008824	ADMN	1,075.00
On Trac For overnight mail delivery services for FY 16-17	BPO0000008827	ADMN	2,000.00
Eastbay Tire Company For the furnishing of tires and tire repair services of the Agency's light vehicles for FY 16-17	BPO0000008913	ADMN	10,000.00
Golden State Overnight For overnight mail delivery services for FY 16-17	BPO0000008912	ADMN	2,000.00
Firato Janitorial Supply For the furnishing of janitorial supplies at 893 Blanco Circle for FY 16-17	BPO0000008314	ADMN	2,000.00
Nob Hill For the purchase of food items(water, coffee, etc.) for Agency meetings FY 16-17	BPO0000008313	ADMN/2C	1,000.00
Granite Rock Supply For the furnishing of base rock, rip rap and supplies for FY 16-17	BPO0000008315	Various	6,000.00

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of July 2016
and credit card purchases over \$500.00 in July 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Grainger For the purchase of hardware materials and supplies for FY 16-17	BPO 0000008317	Various	15,000.00
Quinn Repair Parts For the purchase of equipment repair parts for FY 16-17	BPO0000008318	ADMN	1,000.00
Monterey County Petroleum For the purchase of oil and equipment grease for FY 16-17	BPO0000008316	9	1,500.00
Ford Motor Credit Company For the lease purchase of Ford F-250 FY 16-17 payments	LPO0000001616	ADMN	5,167.27
Ford Motor Credit Company For the lease purchase of two JEEPS FY 16-17 payments	DO0000011189	ADMN	13,731.96
Ford Motor Credit Company For the lease purchase of Ford F-550 FY 16-17 payments	DO0000011190	ADMN	7,298.76
Total			18
			113,505.97

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of July 2016
and credit card purchases over \$500.00 in July 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Credit Card Purchases for July 2016			
Paso Robles Heating & Air New AC at the Hydro Plant		HY	645.75
Farm Supply Company Materials for new water tank system at Nacimiento		2C	638.04
Kisco Sales, Inc. New toolbox and mount for spray rig		ADMN	1,069.00
Quinn Rental Service Equipment rental for the Rec Ditch		9	5,554.90
Quinn Rental Service Equipment rental for the Pajaro Levee		1	5,922.68
HP Parts Store Fluorescent lamp for HP scanner		ADMN	601.97
Burt Industrial Supply Parts for water tanks at Nacimiento		2C	529.15
	Total	7	14,961.49

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of August 2016
and credit card purchases over \$500.00 in August 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Always Towing For towing services of the Agency's heavy equipment for FY 16-17	DO0000012030	9	10,479.25
William Phillips Coordination liason services for the Pajaro Levee Project for FY 16-17	DO0000012033	1	8,934.52
Culligan Water Service For the purchase of bottled drinking water and system repairs for FY 16-17	DO0000012213	2C	3,000.00
Armstrong Productions For the reformatting of BOD meeting recordings to be posted on the Agency website for FY 16-17	DO0000012347	ADMN	2,175.00
Salinas Pump Company For well pump maintenance, repair services and well logging of the Castroville Seawater Intrusion Project for FY 16-17	DO0000012454	CSIP	87,751.62
USGS Joint funding agreement with USGS for the water resource investigations for FY 16-17	DO0000012512	Various	77,212.50
One Rain For base station software technical support and collection of flood warning data to online database for FY 16-17	DO0000012582	CW	6,480.00
Raftelis Financial Consultants To conduct a review of the Agency's Assessments and Benefits for Zones 2B, 2Y, 2Z including water delivery charges FY 16-17	DO0000012599	Various	110,360.00
A&G Pumping For the service of bulk water transport and delivery of potable water to the San Antonio Dam Residence	DO0000012603	2C	4,000.00
Downey Brand For legal services with respect to transactional, advisory and pre-litigation matters for FY 16-17	DO0000012459	ADMN/2C	138,000.00
Probuild For the purchase of miscellaneous hardware items such as tools, bolts, nails and piping for FY 16-17	BPO0000009128	Various	4,000.00

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of August 2016
and credit card purchases over \$500.00 in August 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Software House International For the purchase of SQL 2016 Standard License	PO0000008262	ADMN	2,961.50
Grainger For the purchase of hardware materials and supplies for FY 16-17	BPO 0000008317	Various	15,000.00
Quinn Repair Parts For the purchase of equipment repair parts for FY 16-17	BPO0000008318	ADMN	1,000.00
Monterey County Petroleum For the purchase of oil and equipment grease for FY 16-17	BPO0000008316	1	1,500.00
Total			472,854.39

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of August 2016
and credit card purchases over \$500.00 in August 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Credit Card Purchases for August 2016			
Cal Ag Water tank for Nacimiento		2C	2,423.64
JM Electric Electrical repairs at the Hydr Plant		HY	1,500.00
High Sierra Electronics ALERT equipment purchase- ALERT GRANT		CW	1,431.41
High Sierra Electronics ALERT equipment purchase-ALERT GRANT		CW	4,529.51
		Total	4
			<u>9,884.56</u>

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of September 2016
and credit card purchases over \$500.00 in September 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Obermeyer Hydro Inc. For materials to repair the Nacimiento spillway crest gates	PO0000008350	2C	1,820.00
Pacific Power Engineers For repair services to the CAISO meter at the Hydro Plant	EPO0000000898	HY	8,000.00
Management Partners For the planning and facilitation of the Agency's Strategic Planning Workshop	DO000001302	ADMN	9,000.00
SlingShot Connections For temporary Legal Secretary work to help with the Agency's grazing leases, easements/agreements and real property transactions	DO0000012896	2C ADMN	22,809.60
Horizon Water & Environment For the preparation of an EIR and development of a permit strategy for the Interlake Tunnel Project	DO0000012847	2C	788,459.00
First Alarm For the security monitoring at 893 Blanco Circle	DO0000012831	ADMN	1,763.72
Industrial Machine Shop For machining and fabrication repair services for the Agency's owned facility and project components	DO0000012774	Various	63,435.80
Monterey Bay Systems For the lease of two Konica Minolta multi-function copiers	DO0000012751	ADMN	24,000.00
Total		8	919,288.12

**Purchase Orders/Contracts in Excess of \$500.00
opened for the month of September 2016
and credit card purchases over \$500.00 in September 2016**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Credit Card Purchases for September 2016			
Industrial Machine Shop For the replacement of a hood on the CAT 315		ADMN	999.99
Quinn Rental For the rental of a 5 yd dump truck for the Rec Ditch		9	5,554.90
United Rentals Equipment rental for the Rec Ditch		9	1,762.81
Fred Pryor Seminars Employee training workshop on Project Management		ADMN	945.00
PAPA Pesticide Seminars for Field Crew		ADMN	675.00
EDX Information Systems For the purchase of 2 24" computer screen monitors		ADMN	717.32
My Chevrolet For vehicle maintenance and repair		ADMN	635.00
In-Situ For the purchase of Hydrology Equipment		CW	698.21
	Total	8	11,988.23

Monterey County Water Resources Agency
FY 16-17 Consultants
Jul-Sep 16

	Fund	Zone	FY 15-16 Expenditures	FY 16-17 Budget	FY 16-17 YTD Expenditures/Obligations	Document Number
RJA	111	Administration	7,000.00	7,000.00		
Legal	111	Administration	200,000.00	255,000.00		
Viasyn	111	Administration				
Management Partners	111	Administration	9,900.00	9,900.00	9,900.00	DO*13002
JAMS Arbitration	111	Administration				
KCs reporting	111	Administration				
Armstrong Productions	111	Administration	6,500.00	5,000.00	6,557.00	DO*12347
Fund 111 Total			223,400.00	276,900.00	16,457.00	
Bill Phillips	112	Zone 1 & 1A	9,805.00		8,934.52	DO*12033
Raftelis	112	Zone 1 & 1A		13,795.00		
Fund 112 Total			9,805.00	13,795.00	8,934.52	
One Rain	113	Countywide	6,480.00	10,404.00	6,480.00	DO*12582
Specialized Helicopters	113	Countywide	4,000.00			
USGS	113	Countywide			5,938.50	DO*12512
Fund 113 Total			10,480.00	10,404.00	12,418.50	
FishBio	115	Zone 2A	74,744.59	20,000.00		
Fund 115 Total			74,744.59	20,000.00		
USGS	116-O&M	Zone 2C O&M	116,150.00	118,500.00	21,619.50	DO*12512
A&G Pumping	116-O&M	Zone 2C O&M	6,000.00		4,000.00	DO*12603
AECOM	116-O&M	Zone 2C O&M	49,450.00	38,000.00	59,376.64	DO*12545
Hagar	116-O&M	Zone 2C O&M		19,000.00		
Yoshimaru	116-O&M	Zone 2C O&M		10,000.00		
Greenline	116-O&M	Zone 2C O&M	15,940.00	2,000.00		
Dam Safety Report	116-O&M	Zone 2C O&M		20,000.00		
Low Level Outlet	116-O&M	Zone 2C O&M				
URS	116-O&M	Zone 2C O&M				
EPC	116-O&M	Zone 2C O&M	526,901.30	500,000.00	392,478.14	*DO*12457
LUX Environmental	116-O&M	Zone 2C O&M	31,810.00			
Obermeyer Hydro	116-O&M	Zone 2C O&M	27,716.00			
Techno Coatings, Inc	116-O&M	Zone 2C O&M	544,458.30			
Industrial Machine Shop	116-O&M	Zone 2C O&M	20,126.64		30,000.00	*12774
Safety Center, Inc.	116-O&M	Zone 2C O&M	9,990.00			
Burke, Williams & Sorensen LLP	116-O&M	Zone 2C O&M	119,862.45	50,000.00	20,657.98	DO*11875
Horizon Water & Environment	116-O&M	Zone 2C O&M	142,664.37		788,459.00	DO* 12847

Monterey County Water Resources Agency
FY 16-17 Consultants
Jul-Sep 16

	Fund	Zone	FY 15-16 Expenditures	FY 16-17 Budget	FY 16-17 YTD Expenditures/Obligations	Document Number
Schenberger, Taylor,McCormick & Jecker	116-O&M	Zone 2C O&M	22,000.00			
Fund 116 O&M Total			1,633,069.06	757,500.00	1,316,591.26	
Assessments Consultant	116-ADMIN	Zone 2C Admin		30,000.00		
Legal	116-ADMIN	Zone 2C Admin	67,540.89	150,000.00	53,000.00	DO*12459
Raftelis	116-ADMIN	Zone 2C Admin			36,786.67	DO*12599
Fund 116 Admin Total			67,540.89	180,000.00	89,786.67	
Raftelis	121	Zone 8				
Fund 121 Total						
Legal	122	Zone 9		8,160.00		
Carr Lake	122	Zone 9				
USGS	122	Zone 9				
Industrial Machine Shop	122	Zone 9	22,601.18		15,000.00	DO*12774
Fund 122 Total			22,601.18	8,160.00	15,000.00	
USGS	123	Zone 11				
Fund 123 Total						
USGS	124	Zone 12				
Raftelis	124	Zone 12		13,795.00		
Fund 124 Total				13,795.00		
USGS	125	Zone14				
Fund 125 Total						
Don Chapin Company	127	Zone 17	99,000.00			
Industrial Machine Shop	127	Zone 17	600.00		3,435.80	DO*12774
Fund 127 Total			99,600.00		3,435.80	
Viasyn	130	Naci Hydro Plant	24,253.01	21,000.00	9,282.46	DO*11577
BBMS	130	Naci Hydro Plant				
Obermeyer Hydro	130	Naci Hydro Plant			8,000.00	EPO*898
PowerPros	130	Naci Hydro Plant				
Fund 130 Total			24,253.01	21,000.00	17,282.46	
Industrial Machine Shop	131	Zone 2Y	32,664.00		15,000.00	DO*12774
MRWPCA	131	Zone 2Y	910,601.50	1,658,021.00		
Salinas Pump	131	Zone 2Y	39,752.65		86,451.62	DO*12454
Rain for Rent	131	Zone 2Y	41,000.00			
JDH Corrosion Consultants	131	Zone 2Y				

**Monterey County Water Resources Agency
FY 16-17 Consultants
Jul-Sep 16**

	Fund	Zone	FY 15-16 Expenditures	FY 16-17 Budget	FY 16-17 YTD Expenditures/Obligations	Document Number
Raftelis	131	Zone 2Y			36,786.67	DO*12599
Fund 131 Total			1,024,018.15	1,658,021.00	1,479,906.21	
MRWPCA	132	Zone 2Z	1,233,066.50	2,610,113.00		
Raftelis	132	Zone 2Z		13,795.00		
Fund 132 Total			1,233,066.50	2,623,908.00		
MRWPCA	134	SRDF	37,904.00	81,732.00		
Legal	134	SRDF	120,000.00	20,808.00		
Coastal Conservation Res.	134	SRDF	1,700.00			
Obermeyer Hydro	134	SRDF	7,500.00			
Fund 134 Total			167,104.00	102,540.00		
Agency Total			\$ 4,589,682.38	\$ 5,686,023.00	\$ 2,959,812.42	

Document Legend:

SC (Service Contract) = award document within the system that procures professional services through an agreement that can extend more than one fiscal year.

DO (Delivery Order) = award document within the system for procuring professional services against a Master Agreement.

LPO (Lease Purchase Order) = award document within the system that encumbers funds for Capital Leases (both operating and capital)

EPO (Emergency Purchase Order) = award document within the system that encumbers funds for good associated with an identified emergency.

JULY 2016 - SEPTEMBER 2016 BOARD OF DIRECTORS FEES AND MILEAGE

<u>Description</u>	<u># Meetings</u>	<u>Travel</u>	<u>BOD Fees</u>	<u>Total</u>
Ekelund, Ken				
July, 2016	1	35.96	50.00	85.96
August, 2016	1	35.96	50.00	85.96
		\$ 71.92	\$ 100.00	\$ 171.92
Gonzalez, Mark				
July, 2016	1	1.34	50.00	51.34
July, 2016	1	1.34	50.00	51.34
		\$ 2.68	\$ 100.00	\$ 102.68
Hart, David				
July, 2016	4	35.12	200.00	235.12
		\$ 35.12	\$ 200.00	\$ 235.12
Hoover, Claude				
July, 2016	2	26.91	100.00	126.91
		\$ 26.91	\$ 100.00	\$ 126.91
Huerta, John				
July, 2016	1	34.67	50.00	84.67
		\$ 34.67	\$ 50.00	\$ 84.67
Ortiz, Richard				
July, 2016	1	26.68	50.00	76.68
		\$ 26.68	\$ 50.00	\$ 76.68
Scattini, Mike				
July, 2016	1	20.20	50.00	70.20
		\$ 20.20	\$ 50.00	\$ 70.20
Sullivan, Deidre				
				0.00
		\$ -	\$ -	\$ -
Board of Directors Total Cost		\$ 218.18	\$ 650.00	\$ 868.18

JULY 2016 - SEPTEMBER 2016 BOARD OF DIRECTORS FEES AND MILEAGE

<u>Description</u>	<u>Travel</u>	<u>Registration/ Training</u>	<u>Total</u>
<u>Kelso, Rusell</u>			
07/27/16 Hydrovision Training advance Minneapolis, MN	130.50		
07/27/16 Hydrovision Per-Diem and travel reimbursement Minneapolis, MN	203.78		
07/27/16 Hydrovision Mileage reimbursement Minneapolis, MN	160.92		
07/27/16 Hydrovision Baggage Fee Minneapolis, MN	25.00		
07/27/16 Hydrovision Car Rental Minneapolis, MN	85.10		
	<u>\$ 605.30</u>	<u>\$ -</u>	<u>\$ 605.30</u>
<u>Logsdon, Michael</u>			
09/09/09 CFM Examination Per-Diem Sacramento, CA	64.00		
	<u>\$ 64.00</u>	<u>\$ -</u>	<u>\$ 64.00</u>
Employee Expenses total cost	<u>\$ 669.30</u>	<u>\$ -</u>	<u>\$ 669.30</u>

JULY 2016 - SEPTEMBER 2016 BOARD OF DIRECTORS FEES AND MILEAGE

<u>Description</u>	<u>Training</u>	<u>Food</u>
Agency-wide Expenses		
Various meetings (4)		421.31
Other Agency-wide Expenses total cost	\$ -	\$ 421.31

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS – FINANCE COMMITTEE**

MEETING DATE:	November 4, 2016	AGENDA ITEM:
Consent () Action (X) Information ()		
DEADLINE FOR BOARD ACTION:	November 4, 2016	

..Title

Consider approving Amendment No. 1 to the Professional Services Agreement with Obermeyer Hydro, Inc., in the amount of \$7,337, bringing the maximum amount payable to \$42,553, to complete modification to the Nacimiento Dam spillway crest inflatable gate system, and, authorizing the General Manager to execute the Amendment.

..Report

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 1 to the Professional Services Agreement with Obermeyer Hydro, Inc., in the amount of \$7,337, bringing the maximum amount payable to \$42,553, to complete modification to the Nacimiento Dam spillway crest inflatable gate system, and, authorize the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:

On July 27, 2015, the Board of Directors approved a Professional Services Agreement with Obermeyer Hydro, Inc. for completing modifications to the Nacimiento Dam inflatable spillway gates in the amount of \$35,216. The scope of work remains the same as described in Exhibit A of the Agreement. Amendment No. 1 increases the cost of the work by \$7,337, to a new total of \$42,553, in order to make the inflatable spillway gate status/alarm reporting and display electronic hardware and software to be installed under this contract compatible with the Agency’s ALERT system, which was not required under the original contract. Compatibility with the ALERT system provides uniform equipment, software and output reporting, allowing system use and maintenance within existing Agency staff knowledge and ALERT system maintenance schedule. Actual future decrease in staff time performing maintenance of the spillway gate control system is difficult to estimate. However, the ALERT system has proven reliable, and the use of existing equipment, software and vendors reduces the learning curve of a separate incompatible system.

Amendment No. 1 also extends the Agreement term two years to June 30, 2019 to allow access to as-needed services for other repairs or modifications that may arise during the term of the Agreement.

The California Department of Water Resources, Division of Safety of Dams (DSOD) requires these modifications based on lessons learned by DSOD from incidents at other dams. Though there have been no operational or structural problems with the Nacimiento Dam inflatable

spillway gates, DSOD and the Agency are taking steps to ensure safe operability of the Nacimiento Dam inflatable spillway gate system. The inflatable spillway gates and control systems for both Nacimiento Dam and the SRDF were provided by Obermeyer Hydro, Inc. The Agency desires Obermeyer to complete the modifications because of their knowledge of the existing systems and to maintain consistency of the work with the original manufacturer.

Design of the modifications is in progress. Installation work is not yet completed.

OTHER AGENCY INVOLVEMENT:

The California Department of Water Resources, Division of Safety of Dams (DSOD) requires modifications to the Nacimiento Dam inflatable spillway gate system described in Work Items 1-6 of Agreement Exhibit A.

FINANCING:

Monies for this amendment are available in FY 2016-2017 Fund 116 – Nacimiento Dam Operations and Maintenance.

Prepared by: Chris Moss, Senior Water Resources Engineer, (831) 755-4860

Approved by: _____
David E. Chardavoyne, General Manager, (831) 755-4860

Attachments:

1. Board Order
2. Amendment No. 1 to Agreement with Obermeyer Hydro, Inc.
3. Agreement with Obermeyer Hydro, Inc.

ATTACHMENT No. 1



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

BOARD ORDER No. ____

APPROVE AMENDMENT NO. 1 TO THE)
PROFESSIONAL SERVICES AGREEMENT)
WITH OBERMEYER HYDRO, INC., IN THE)
AMOUNT OF \$7,337, BRINGING THE MAXIMUM)
AMOUNT PAYABLE TO \$42,553, TO COMPLETE)
MODIFICATION TO THE NACIMIENTO DAM)
SPILLWAY CREST INFLATABLE GATE SYSTEM,)
AND AUTHORIZE THE GENERAL MANAGER TO)
EXECUTE THE AMENDMENT)

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

1. Approves Amendment No. 1 to the Professional Services Agreement with Obermeyer Hydro, Inc., in the amount of \$7,337, bringing the maximum amount payable to \$42,553, to complete modification to the Nacimiento Dam spillway crest inflatable gate system, and
2. Authorizes the General Manager to execute the Amendment

PASSED AND ADOPTED on this ____ day of _____ 2016, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: David Hart, Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

ATTACHMENT No. 2

AMENDMENT NO. 1

to the

AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

between

MONTEREY COUNTY WATER RESOURCES AGENCY and OBERMEYER HYDRO, INC.

The Multi-year Agreement for Professional Services with Surveyors, Architects, Engineers and/or Design Professionals between Monterey County Water Resources Agency (hereinafter "Agency") and Obermeyer Hydro, Inc. (hereinafter "CONTRACTOR") executed on August 19, 2015 (hereinafter "Agreement") is amended, as follows:

2. Term of Agreement. The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate **June 30, 2019** unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit C. The amount payable to CONTRACTOR under this contract is increased by \$7,337.00 to a maximum amount of **forty two thousand five hundred fifty three dollars (\$42,553.00)**.

31. Exhibits. The following are attached hereto and incorporated by reference:

Exhibit A – Scope of Work / Work Schedule (as amended below)

~~Exhibit B – Payment Provisions (deleted)~~

Exhibit C – Payment Provisions

Exhibit A – Work Schedule

Work Items 1 through 7a shall be completed by January 15, 2017. Work Item 7b shall be completed at time agreed by Agency and CONTRACTOR.

IN WITNESS WHEREOF, Agency and CONTRACTOR execute this Amendment as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

**CONTRACTOR
OBERMEYER HYDRO, INC.**

BY: _____

David E. Chardavoyne

General Manager

Date: _____

BY: _____

Type Name: _____

Title: _____

Date: _____

BY: _____

Type Name: _____

Title: _____

Date: _____

EXHIBIT C Payment Provisions

Monterey County Water Resources Agency

Nacimiento Dam Inflatable Obermeyer Spillway Gates Operating System Modification

Water Level Transducer Redundancy, Remote Monitoring and Alarm Transmission, Gate Descent Rate Control, and Flow Equation Calibration

Exhibit B is hereby deleted and superseded by this Exhibit C. For the Scope of Work defined in Exhibit A, Agency shall pay Obermeyer Hydro, Inc. on a task-completed basis the amounts described in Table 1.

Table 1.

Work Item	Description	Cost
1 thru 6	1. Furnish and Install ONE Additional Reservoir Water Level Transducer 2. Revise Control Program a) Incorporate use of TWO Reservoir Water Level Transducers into the Control Program b) Provide Secure Remote Data Monitoring and Alarm Transmission c) Add alarms d) Provide alarm transmission to remote devices 3. Calibrate Spillway Gate Flow Equation 4. Determine Means of Regulating Gate Descent Rate 5. Incorporate Existing Non-Obermeyer Alarms into Remote Data and Alarm Monitoring & Transmission 6. Deliverables	Lump sum of \$29,331
7a	7. Start-Up and Training a) Provide two-days of system start-up and initial owner training upon completion of Tasks 1 through 6.	Lump sum of \$ 3,498
7b	b) Provide one day of operator training after initial training.	Lump sum of \$ 2,224
Work items 1 thru 7b Total Amount Payable (Payable from Fund 116):		\$35,053
8	8. Modify SRDF Operating Program to Display, Record and Transmit Overtopping/Flow Limits (Payable from Fund 134):	Lump sum of \$ 1,500
9	9. As-Needed Services (Payable as-needed from Fund 116 or Fund 134):	\$ 6,000
Maximum Amount Payable:		\$42,553

INVOICES:

Invoices may be submitted monthly. Invoices shall include the task completed and the total amount charged to each task group per Table 1.

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and Obermeyer Hydro, Inc., a Colorado corporation, hereinafter called "CONTRACTOR".

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

1. **Employment of CONTRACTOR.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:
Nacimiento Dam inflatable spillway gate and Salinas River Diversion Facility inflatable gate maintenance and modification.
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. **Term of Agreement.** The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2017 unless earlier terminated as provided herein.

3. **Payments to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is thirty five thousand two hundred sixteen dollars (**\$ 35,216.00**).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

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

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

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

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the

insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data. CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment

of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

12. Non-discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent CONTRACTOR. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be Mr. Robert Eckman; Agency's designated administrator of this Agreement shall be Mr. Chris Moss.

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

TO AGENCY

Name: Mr. Chris Moss

Address:

Monterey County Water Resources Agency
P.O. Box 930, Salinas CA 93902

Telephone: 831-755-4860

Fax: 831-424-7935

E-Mail: mosscc@co.monterey.ca.us

TO CONTRACTOR

Name: Mr. Robert Eckman

Address:

Obermeyer Hydro, Inc.
303 W. County Road 74, Wellington CO 80549

Telephone: 970-568-9844

Fax: 970-568-9845

E-Mail: rde@obermeyerhydro.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work / Work Schedule

Exhibit B - Payment Provisions

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

BY: David E. Chardavoyne

David E. Chardavoyne
General Manager

Date: 19 August 2015

BY: Robert Eckman

Type Name: Robert Eckman
Title: Vice Pres.

Date: 07/14/2015

BY: [Signature]

Type Name: Henry Obermeyer
Title: President

Date: 7/22/2015

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

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

OHI Nacimiento & SRDF
Agreement/Amendment No # (--)

Approved as to form:



Deputy County Counsel

Approved as to fiscal provisions:



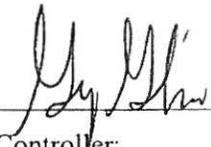
Administrative Analyst

Dated: 8/2/15

Dated: 8-14-15

N/A

Risk Management:



Auditor-Controller:

Dated: _____

Dated: 8-10-15

EXHIBIT A

Scope of Work

Monterey County Water Resources Agency

Nacimiento Dam Inflatable Obermeyer Spillway Gates Operating System Modification

Water Level Transducer Redundancy, Remote Monitoring and Alarm Transmission, Gate Descent Rate Control, and Flow Equation Calibration

1. Furnish and Install ONE Additional Reservoir Water Level Transducer

The Nacimiento Dam inflatable Obermeyer spillway gates operate in manual and automatic mode. When in automatic mode, the gates use reservoir water level data obtained from one water level transducer located upstream of the spillway. If that transducer is out of service, the gates will not operate in automatic mode.

- a) Furnish and install ONE additional reservoir water level transducer upstream of the spillway. The new transducer may be installed near the existing transducer.
- b) Install the new reservoir water level transducer using existing conduit and existing stilling well.

2. Revise Control Program

Presently, the spillway gate operating software displays data and alarms at the local Control Room HMI only. Furnish and install spillway gate control software and programming to incorporate the use of TWO water level transducers, to allow remote monitoring of the spillway gate operations, and to allow alarms to be received by remote devices, as described below. A conceptual sketch is included on ATTACHMENT 3.

a) Incorporate use of TWO Reservoir Water Level Transducers into the Control Program

- i. The two transducers shall operate independent of one another, so that if Transducer A loses power, or otherwise malfunctions, the spillway gate software can operate in automatic mode using Transducer B, or vice versa.
- ii. Automatic mode gate operation shall use the average of the values from Transducer A and Transducer B.
- iii. Transducer A and Transducer B water level readings shall be compared, and if their values are outside pre-determined tolerance, an alarm shall occur. If a transducer value is outside the pre-determined tolerance, gate operation shall continue using the single transducer value closest to the previous average water level value until an operator takes one transducer off-line (described below).
- iv. Provide for manual adjustment of the tolerance for the difference between Transducer A and Transducer B. Such adjustment shall be password protected. Such adjustment shall be possible only at the Control Room HMI.
- v. Provide for manual disconnection of either transducer at the Control Room HMI, while software operation continues from the remaining transducer.

b) Provide Secure Remote Data Monitoring and Alarm Transmission

- i. Provide transmission of operating data and alarm information for remote viewing of spillway gate operating data and alarm data from personal computer and other devices with internet accessibility, such as iPad/Tablet, and smart phone. Provide for simultaneous multiple remote-device access to such information.
- ii. Operating data and alarm data shall be view-only. Control functions shall not be accessible by remote device. Control functions shall only be accessible by manual manipulation at the on-site Control Room HMI.
- iii. Operating data shall be exportable to Microsoft Excel and Access formats.

c) Add the following alarms:

- i. Send alarm signal when a gate is LOWERED a distance greater than a pre-set value when operating software is in AUTO mode. The pre-set value shall be input and adjustable at the Control Room HMI.
- ii. Send alarm signal whenever a gate is RAISED a distance greater than a pre-set value when operating software is in AUTO mode. The pre-set value shall be input and adjustable at the Control Room HMI.
- iii. Send alarm signal when the difference between the two water level transducer values are outside the tolerance set-point.

d) Provide alarm transmission to remote devices

- i. Provide for all spillway gate operating software alarms to be transmitted to remote devices via email, text and voice message. Remote devices include personal computer, telephones, iPad/Tablet.

3. Calibrate Spillway Gate Flow Equation

Modify the spillway gate flow equation to approximate flow registered at the Naciminetto River below Nacimiento Dam USGS streamflow station, pursuant the data provided in ATTACHMENT 1.

(Rationale: The spillway gates have passed water once, in March-April of 2011. During that spill, the gate operating software flow calculation differed substantially from the flow rating of the downstream USGS stream gaging station. The river location of the USGS stream gaging station below Nacimiento Dam has been found to be reasonably stable, and the flow is measured and the rating regularly checked according to established protocols. The USGS stream gaging station is also the flow measurement location for Nacimiento reservoir releases regulated by Federal and State environmental agencies. Thus it is the "standard" by which the spillway gate flow equation may be calibrated.)

4. Determine Means of Regulating Gate Descent Rate

- a) Design means of regulating spillway gate descent rate such that a gate can lower from the fully-raised position of 800.0 feet to a point where discharge equals 3,500 cfs in no more than 75 minutes (when reservoir water elevation is 800.0 feet).
- b) Means of such regulation shall be by manual operated valve, or other mechanism, operated by hand or using no more than common hand tools.
- c) Any valve or operating mechanism shall be fitted with means for locking-out its operation to deter unauthorized operation.
- d) Such mechanism to control gate descent rate is intended to be operated as follows: When water is impounded by the spillway gates, and the operating software is in AUTO mode, the

gate descent control mechanism will be in-place, to control gate descent rate in event of gate malfunction. When total releases from the reservoir reaches 4,000 cfs, MCWRA protocol is to station an operator at the spillway gates 24-hrs per day until flow recedes. The descent control mechanism would be removed when an operator is on-site, and re-installed when total releases recede below 4,000 cfs and 24-hr on-site operation is no longer needed.

(Rationale: Damage to facilities downstream of Nacimiento Dam may occur at approximately 4,000 cfs or higher. MCWRA employees that do not reside at the dam, require approximately 45 minute drive-time to reach the dam. Thus, gates lowering over a 75 minute period such that total flow is no more than 3,500 cfs, allows reasonable time for a non-resident operator to arrive at the dam to operate and monitor the spillway gates. This assumes the reservoir water surface elevation is 800.0 feet.)

5. **Incorporate Existing Non-Obermeyer Alarms into Remote Data and Alarm Monitoring & Transmission**

Existing alarms upstream and downstream of Nacimiento Dam that are transmitted by non-OHI sources are described in ATTACHMENT 2.

- a) The remotely viewed page(s) for the inflatable spillway gate operating data and alarm data shall also import and display data and alarms from the MCWRA owned upstream reservoir pressure transducer and the data transmission device at the USGS Streamflow Station on Nacimiento River downstream of the dam.

6. **Deliverables**

- a) Provide DRAFT drawings, specifications and memoranda, as-needed, to furnish and install one water level transducer in the proximity of the existing transducer for MCWRA review. *sent*
- b) Upon written MCWRA notice, complete FINAL drawings, specifications and memoranda to furnish and install one additional water level transducer in the proximity of the existing transducer.
- c) Provide DRAFT drawings, specifications and memoranda, as-needed, to furnish and install a gate descent control mechanism for MCWRA review. *sent to resubmit*
- d) Upon written MCWRA notice, complete FINAL drawings, specifications and memoranda to furnish and install a gate descent control mechanism.
- e) Provide spillway gate operating instructions that includes: *errata to O&M*
 - i. The additional water level transducer
 - ii. Remote monitoring of operating data and alarm data
 - iii. Descriptions and settings of the new alarms added herein
 - iv. Alarm and data transmission to remote devices
 - v. The revised flow calculation equation
 - vi. Operation of the gate descent control mechanism
 - vii. Incorporation of Existing Non-Obermeyer Alarms into Remote Data and Alarm Monitoring & Transmission (i.e., operating data and alarms from all sources is transmitted to one display page)

7. Start-Up and Training

- a) Provide two-days of system start-up and initial owner training upon completion of Tasks 1 through 6.
- b) Provide one day of operator training after initial training according to work schedule below.

Work Schedule

Work Items 1 through 7a shall be completed by October 30, 2015. Work Item 7b shall be completed by January 31, 2016.

Salinas River Diversion Facility (SRDF) Inflatable Obermeyer Gates Operating System Modification

8. Modify SRDF Operating Program to Display, Record and Transmit Overtopping/Flow Limits

The SRDF inflatable gates have an overtopping flow limitation of three feet of head over fully raised gates. The SRDF downstream erosion protection also has limitations pertaining to gate overtopping flow rates, particularly downstream of the regulating gate.

- a) Modify the SRDF inflatable gate operating system to allow operator input of maximum flow allowed over the regulating gate in units of cubic feet per second. This input shall be allowed at the SRDF Obermeyer inflatable gate Human-Machine Interface (HMI) located in the control cabinet at the SRDF pump station, and at the SRDF Control Room operating system computer display.
- b) Modify the SRDF inflatable gate operating system to display pop-up warning(s), or equivalent type warning(s), to notify the operator that gate overtopping head or flow limitation is exceeded. Such warning shall display at the SRDF Obermeyer inflatable gate Human-Machine Interface (HMI) located in the control cabinet at the SRDF pump station, and at the SRDF Control Room operating system computer display.

Deliverables:

Three (3) CD's containing the modified control program. Three (3) copies of written description of the modifications made to the control programming.

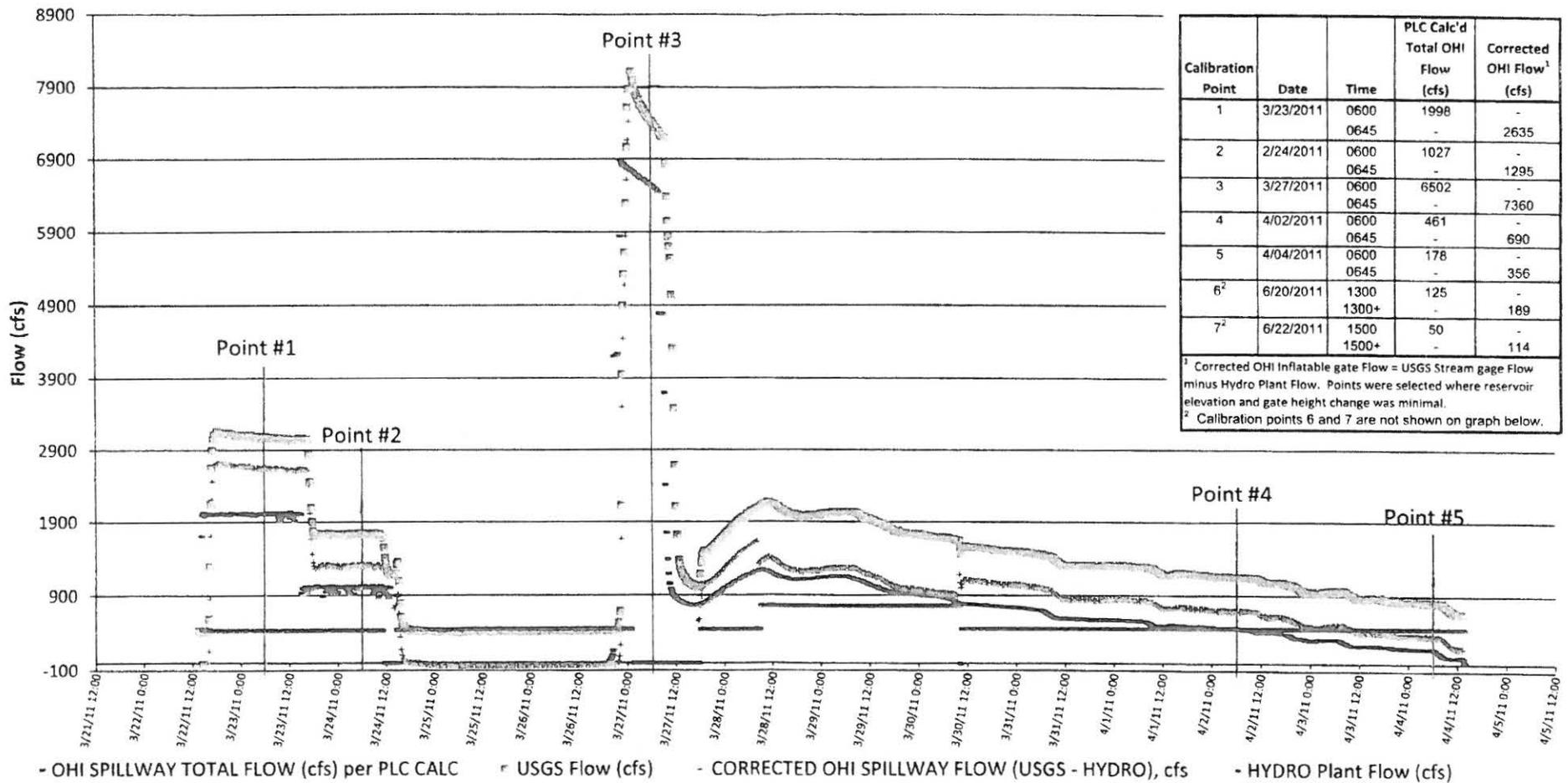
As-Needed Services

9. As-Needed Services

Obermeyer Hydro, Inc. will provide services to the Agency on an as-requested basis for the Nacimiento Dam spillway gates and/or the SRDF inflatable gates. Any such services shall not exceed the amount specified in Exhibit B for this Task. Any work performed under this Task shall be identified and the cost for said work agreed to by Obermeyer and the Agency prior to execution of the work.

ATTACHMENT 1

Nacimiento Dam Obermeyer Inflatable Spillway Crest Gate - Flow Calibration Chart



ATTACHMENT 2

Existing Alarms Upstream and Downstream of Nacimiento Dam

Upstream

MCWRA monitors Nacimiento Reservoir water elevation using a pressure transducer located in the reservoir below the inlet valve control house (known as the "Rucker House") located on the dam crest. The transducer is located at elevation 738.5 feet. Contrail®, a real-time hydrologic data monitoring system¹, is employed to transmit data from the data-logger located in the Rucker House via radio signal to a repeater on top of the hill at the south dam abutment, then to the Williams Hill repeater, then to the Mt. Toro repeater. From Mt. Toro the data is transmitted via radio repeater to a base station computer located at the Monterey County Emergency Operations Center (EOC) in Salinas as well as being transmitted via internet to redundant servers operated by OneRain Inc. for viewing through their secure Contrail® web interface. The equipment is powered by DC battery, charged by AC power supplied to the Rucker House. Data is read every 1 minute, recorded to the data-logger every 30 minutes, or when a change within a specified range has occurred. Thus, updated reservoir water elevation data for this site becomes available once every 30 minutes, or less if a change has occurred. Email and cell phone text alarms are available. Alarms are set and adjustable by MCWRA staff within the Contrail® software. A fully charged DC battery can power the transducer and transmitting equipment for one month.

Downstream

USGS Streamflow Station No. 11149400 (Nacimiento River below Nacimiento Dam near Bradley, CA) is located approximately 1.7 miles downstream of Nacimiento Dam. The station includes electro-mechanical river stage reading equipment and data-logger. The station is remote, and powered by DC battery, charged via solar panel. River stage is collected and transmitted via satellite to USGS servers where the data is processed into streamflow using the station rating, and made available via the internet. Data is read every 5 minutes, recorded to the data-logger every 15 minutes, and transmitted to the USGS server every 60 minutes. Thus, updated stage and streamflow data for this site becomes available once per hour. Email and cell phone text alarms are available for stage and streamflow values. Alarms are set and adjustable by MCWRA staff through the USGS website (<http://water.usgs.gov/wateralert/>). A fully charged DC battery can power the transducer and transmitting equipment for one month.

MCWRA maintains a parallel data transmission system at USGS Streamflow Station No. 11149400 (Nacimiento River below Nacimiento Dam near Bradley, CA). MCWRA uses ALERT radio telemetry equipment to transmit data from the USGS data-logger via radio signal to a repeater on top of the hill at the south dam abutment, then to the Williams Hill repeater, then to the Mt. Toro repeater, which makes the data available for MCWRA staff access at the Monterey County EOC or via the Contrail® web interface. The MCWRA equipment at the station is powered by its own DC battery and charged via solar panel (independent of the USGS battery and solar panel, thus, two batteries charged by two independent solar panels are located at the site). Data is read every 5 minutes, recorded to the data-logger every 30 minutes, or when a change within a specified range has occurred. Thus, updated stage and streamflow data for this site becomes available once every 30 minutes or less if a change has occurred. Email and cell phone text alarms are available for stage and streamflow values. Alarms are set and adjustable by MCWRA staff within the Contrail® software. A fully charged DC battery can power the transducer and transmitting equipment for one month.

The common linkages between the USGS and MCWRA equipment are the river stage measuring equipment and data-logger. If one of those malfunctions, data is not available from the USGS or MCWRA system.

¹ Contrail® by OneRain. Further information is available at <http://www.onerain.com/contrail-hydrologic-software>.

ATTACHMENT 3 SEDTLER

No. 937 811E
Engineer's Computation Pad

NACIMIENTO DAM OBERMEYER SPILLWAY GATE CONCEPTUAL DATA & ALARM TRANSMISSIONS

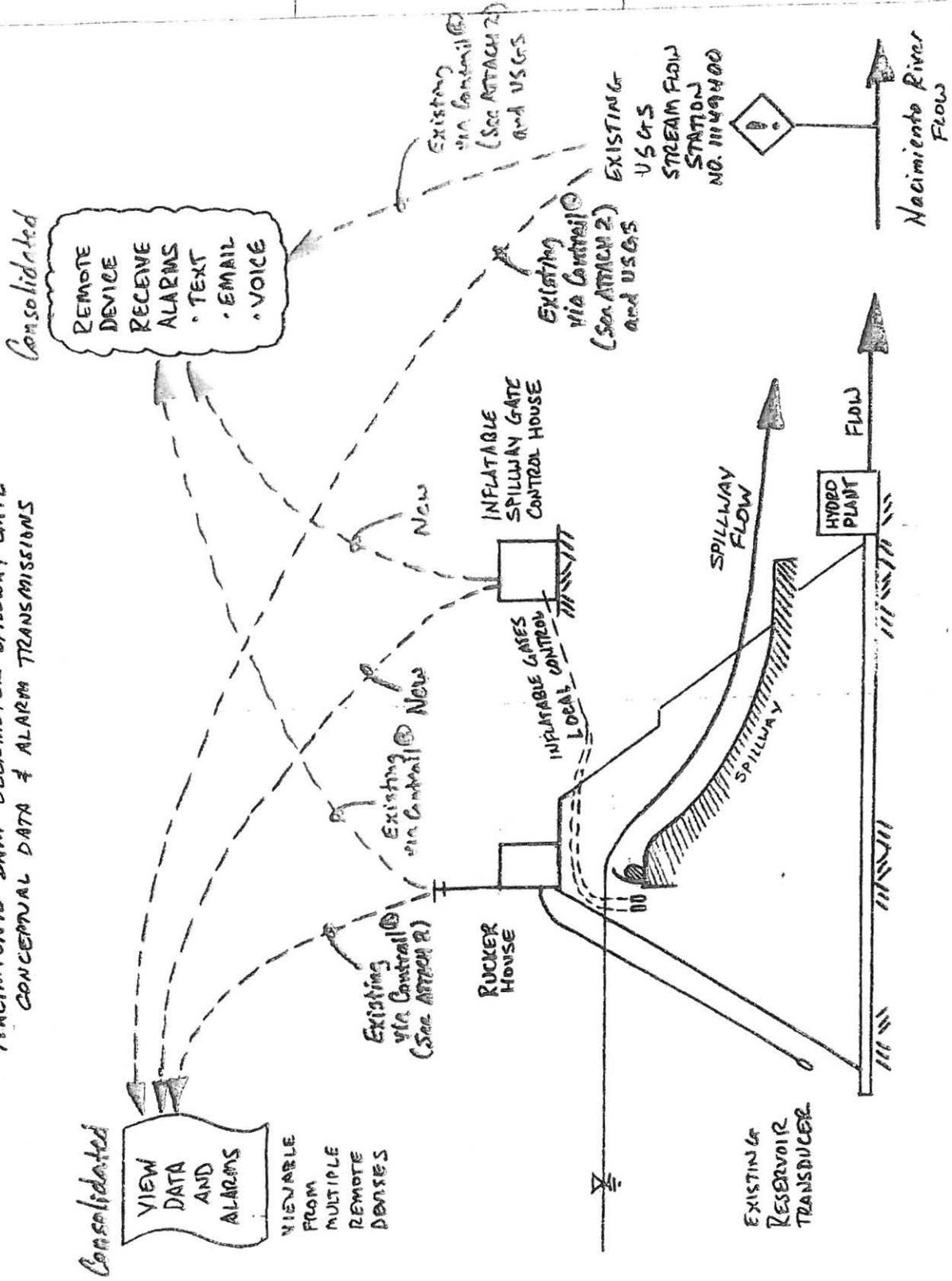


EXHIBIT B Payment Provisions

Monterey County Water Resources Agency
Nacimiento Dam Inflatable Obermeyer Spillway Gates
Operating System Modification
Water Level Transducer Redundancy, Remote Monitoring and Alarm Transmission, Gate
Descent Rate Control, and Flow Equation Calibration

For the Scope of Work defined in Exhibit A, Agency shall pay Obermeyer Hydro, Inc. on a task-completed basis the amounts described in Table 1.

Table 1.

Work Item	Description	Cost
1 thru 6	1. Furnish and Install ONE Additional Reservoir Water Level Transducer 2. Revise Control Program a) Incorporate use of TWO Reservoir Water Level Transducers into the Control Program b) Provide Secure Remote Data Monitoring and Alarm Transmission c) Add alarms d) Provide alarm transmission to remote devices 3. Calibrate Spillway Gate Flow Equation 4. Determine Means of Regulating Gate Descent Rate 5. Incorporate Existing Non-Obermeyer Alarms into Remote Data and Alarm Monitoring & Transmission 6. Deliverables	Lump sum of \$21,994
7a	7. Start-Up and Training a) Provide two-days of system start-up and initial owner training upon completion of Tasks 1 through 6.	Lump sum of \$ 3,498
7b	b) Provide one day of operator training after initial training.	Lump sum of \$ 2,224
Work items 1 thru 7b Total Amount Payable (Payable from Fund 116):		\$27,716
8	8. Modify SRDF Operating Program to Display, Record and Transmit Overtopping/Flow Limits (Payable from Fund 134):	Lump sum of \$ 1,500
9	9. As-Needed Services (Payable as-needed from Fund 116 or Fund 134):	\$ 6,000
Maximum Amount Payable:		\$35,216

INVOICES:

Invoices may be submitted monthly. Invoices shall include the task completed and the total amount charged to each task group per Table 1.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS – FINANCE COMMITTEE**

MEETING DATE:	November 4, 2016	AGENDA ITEM:
Consent () Action (X) Information ()		
DEADLINE FOR BOARD ACTION:	November 4, 2016	

..Title

Consider recommending that the Monterey County Water Resources Agency Board of Directors approves Amendment No. 1 to the Professional Services Agreement with Towill, Inc., in the amount of \$12,075, bringing the maximum amount payable to \$132,188, to provide survey mapping services for the Interlake Tunnel and San Antonio Reservoir Spillway Modification Projects, and, authorizing the General Manager to execute Amendment No.1.

..Report

RECOMMENDATION:

It is recommended that the Finance Committee:

Recommends that the Monterey County Water Resources Agency Board of Directors approves Amendment No. 1 to the Professional Services Agreement with Towill, Inc., in the amount of \$12,075, bringing the maximum amount payable to \$132,188, to provide survey mapping services for the Interlake Tunnel and San Antonio Reservoir Spillway Modification Projects, and, authorizes the General Manager to execute Amendment No.1.

SUMMARY/DISCUSSION:

On September 19, 2016, the Monterey County Water Resources Agency Board of Directors approved a professional services agreement with Towill, Inc in the amount not to exceed \$120,113, to provide survey mapping services for the Interlake Tunnel and San Antonio Reservoir Spillway Modification Projects.

The original scope of work included collecting mapping data for four general areas:

1. Interlake Tunnel: The tunnel alignment between Nacimiento and San Antonio reservoirs extending a distance of at least 2,500 feet perpendicular to either side of the tunnel alignment, tunnel portal construction areas, disposal areas, and access roadways generally contained in the tunnel alignment region.
2. San Antonio Reservoir. The topographic mapping of the reservoir spanning the vertical elevation range from the reservoir elevation at the time of data collection to elevation 812 ft.
3. San Antonio River Corridor. The survey mapping along the San Antonio River corridor below the dam to the confluence of the Salinas River will support analyses of inundation downstream of the dam.
4. Nacimiento River Corridor. The survey mapping along the Nacimiento River corridor below the dam to the confluence of the Salinas River will support analyses of inundation downstream of the dam.

Amendment No.1 covers data collection for areas not included in the original scope of work and expanding perpendicularly on both sides of the Interlake Tunnel alignment area. The area to the

west of the Interlake Tunnel alignment is a slight adjustment to include potential landslide and fill areas and to include access roads to be accessed during construction of the Projects. The area to the east of the tunnel alignment is being expanded to include the Rinconada fault zone.

The data being collected to the east of the tunnel alignment will support a stability analysis for San Antonio Dam. This dam stability analysis will address impacts of faults in the area and will be part of a submittal package to the California Department of Water Resources Division of Safety of Dams (DSOD) for the San Antonio Reservoir Spillway Modification review process.

The expansion of the area for data collection has resulted in additional cost for the processing of data for current survey mapping services, but it will save time and money on the future DSOD review process.

There is a small impact on the field survey effort and the airborne data collection mission with the expanded area that Towill Inc will absorb under the original budget. However, there are costs for processing the additional airborne data and generating the final deliverables for the expanded area. The increase in cost for the additional work is \$12,075 bringing up the total to \$132,188. All the methods and procedures employed and the project deliverables for the expanded area will be consistent with the original scope of work.

OTHER AGENCY INVOLVEMENT:

Funds for these services to the Agency have been identified in the FY 2016 2017 (Fund 116, reimbursed by Monterey County). The funds are part of the Second Amendment of the Third funding Agreement between the Monterey County Water Resources Agency and Monterey County for the Interlake Tunnel Project and are within the \$3.0 million approved by the Monterey County Water Resources Agency Board of Supervisors.

FINANCING:

Funds for these services to the Agency have been identified in the FY 2016 2017 (Fund 116, reimbursed by Monterey County). The funds are part of the Second Amendment of the Third Funding Agreement between the Monterey County Water Resources Agency and Monterey County for the Interlake Tunnel Project and are within the \$3.0 million approved by the Monterey County Water Resources Agency Board of Supervisors.

Prepared by: Germán Criollo, Associate Hydrologist, (831) 755 4860

Approved by: _____
David E. Chardavoyne, General Manager, (831) 755-4860

Attachments

1. Draft Amendment No.1 to Agreement with Towill, Inc.
2. Original Professional Services Agreement with Towill, Inc.

AMENDMENT No. 1
to Agreement for Professional Services between
Monterey County Water Resources Agency and
Towill, Inc.

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter “Agency”) and Towill, Inc., a California Corporation (hereinafter “CONTRACTOR”) executed and effective on October 4, 2016 (hereinafter “Agreement”).

Section 3 of the Agreement is hereby amended to read as follows:

3. Payment to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B-1 for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$ 120,113
<u>Amendment No. 1</u>	<u>\$ 12,075</u>
Total:	\$ 132,188

The maximum amount payable to CONTRACTOR under this Agreement is \$132,188.

The Overview section of Exhibit A- Scope of Work of the Agreement is hereby amended to read as follows:

Overview

This Scope of Work provides survey and mapping services necessary to develop topographic mapping which will support environmental clearance and engineering studies for the Interlake Tunnel and Spillway Modifications Project underway by MCWRA. The project area is comprised of the tunnel conveyance site, the rim of San Antonio Reservoir, the San Antonio River between the San Antonio Dam and the confluence of the Salinas River, and the Nacimiento River from the Nacimiento Dam to the confluence of the Salinas River (see Figure 1-1).

Figure 1 in Overview section of Exhibit A- Scope of Work of the Agreement is hereby replaced by Figure 1-1:



Figure 1-1. Project Area

Exhibit B- Fee Schedule of the Agreement is hereby amended to read as follows:

Exhibit B-1- Fee Schedule

Costs for the project will be fixed price and based on milestone submittals as detailed below:

Task	Description	Cost-Original Agreement	Cost-Amendment No.1	Cost-Grand Total
1	Work Plan	\$ 1,600	\$ 0	\$ 1,600
2	Ground Control Survey	\$ 37,400	\$ 0	\$37,400
3	LiDAR Data Acquisition	\$ 30,800	\$ 0	\$30,800
4	Bare Earth Classified LiDAR Data	\$ 17,500	\$ 4,200	\$21,700
5	Development of LiDAR DEM Model & 1ft Contours	\$ 7,200	\$ 1,728	\$ 8,928
6	Digital Orthophotos	\$ 19,013	\$ 4,563	\$ 23,576
7	Planimetric Map	\$ 6,600	\$ 1,584	\$ 8,184
Total Fixed Cost		\$ 120,113	\$ 12,075	\$132,188

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 1 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

TOWILL, INC.

David E. Chardavoyne, General Manager

By _____
Type Name: _____
Title: _____

DATE: _____

DATE: _____

By _____
Type Name: _____
Title: _____

DATE: _____

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

**Towill, Inc.
Amendment No. 1**

* * * * *

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

CAO Analyst

DATED: _____

DATED: _____

Risk Management

Auditor-Controller

DATED: _____

DATED: _____

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and Towill, Inc., a California Corporation, 2300 Clayton Rd, Suite 1200, Concord, CA 94520, hereinafter called "CONTRACTOR".

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

1. **Employment of CONTRACTOR.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:
Provide survey mapping services for the Interlake Tunnel and San Antonio Reservoir Spillway Modification projects
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. **Term of Agreement.** The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2017 unless earlier terminated as provided herein.

3. **Payments to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is one hundred twenty thousand one hundred thirteen dollars (\$ 120,113).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

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

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

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

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the

insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data. CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment

of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

12. Non-discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent CONTRACTOR. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be Brian Young; Agency's designated administrator of this Agreement shall be Germán Criollo.

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

TO AGENCY	TO CONTRACTOR
Name: Germán Criollo	Name: Brian Young
Address: 893 Blanco Circle Salinas, CA 93901	Address: 2300 Clayton Road, Suite 1200 Concord, CA 94520
Telephone: (831) 755-4860	Telephone: (925) 682-6976 ext 1041
Fax: (831) 424-7935	Fax: (925) 682-6390
E-Mail: criollog@co.monterey.ca.us	E-Mail: brian.young@towill.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A – Scope of Work / Work Schedule
- Exhibit B – Fee Schedule

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

BY:

BY:

David E. Chardavoine
General Manager

Type Name: _____
Title: _____

Date:

Date:

BY:

Type Name: _____
Title: _____

Date:

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

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

(_____)
Agreement/Amendment No # (_____)

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

Administrative Analyst

Dated: _____

Dated: _____

Risk Management:

Auditor-Controller:

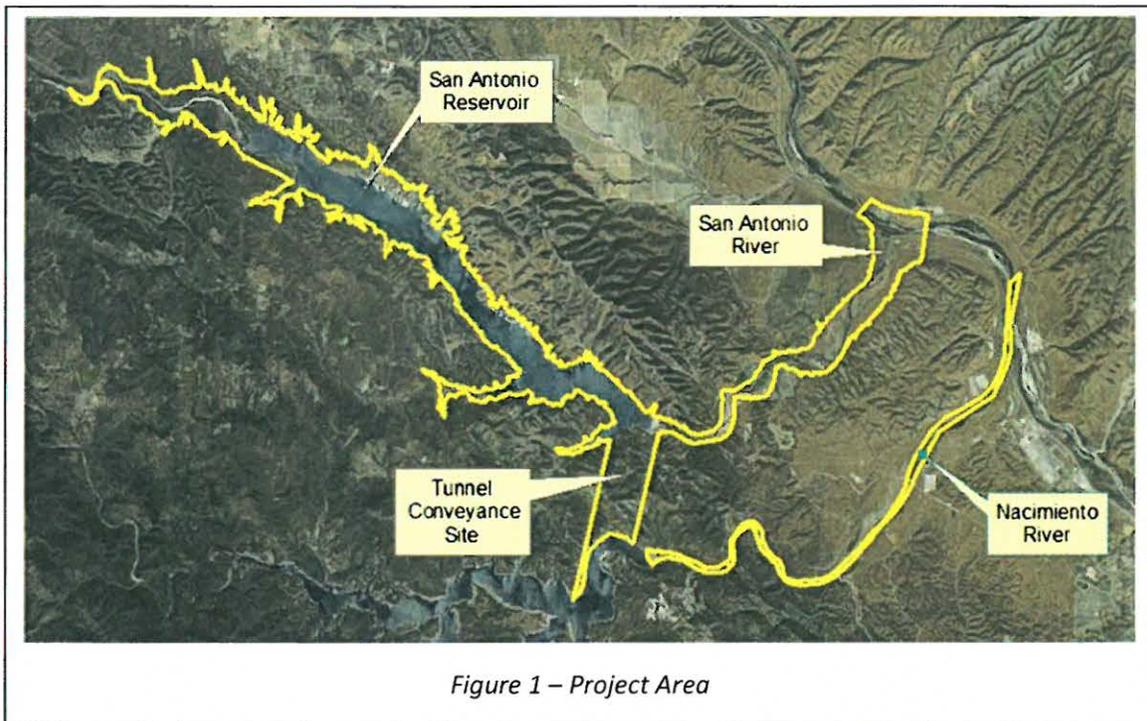
Dated: _____

Dated: _____

Exhibit A- Scope of Work

Overview

This Scope of Work provides survey and mapping services necessary to develop topographic mapping which will support environmental clearance and engineering studies for the Interlake Tunnel and Spillway Modifications Project underway by MCWRA. The project area is comprised of the tunnel conveyance site, the rim of San Antonio Reservoir, the San Antonio River between the San Antonio Dam and the confluence of the Salinas River, and the Nacimiento River from the Nacimiento Dam to the



confluence of the Salinas River (see Figure 1).

Task 1 - Work Plan Documentation

A Work Plan will be developed and presented to MCWRA for their review and approval prior to any field work being initiated. The Work Plan will finalize project parameters as follows:

- Develop KMZ files and corresponding PDF exhibits defining the precise project limits
- Identify which survey monuments will be used to relate the new topographic mapping to NGVD29 elevations and determine whether NAVD88 or NGVD29 will be used for the new mapping
- Develop a formal airborne LiDAR acquisition flight mission plan

- Develop a formal geodetic field survey plan including primary survey control points, aerial panel survey points, ground truth check points, and semi-permanent monuments within the tunnel conveyance site intended for future engineering design activities
- Determine appropriate raster DEM cell size (1ft to 5ft)
- Provide samples (from similar projects) of each final deliverable product

Task 2 - Ground Control Survey

A ground control survey will be conducted to establish reliable ties to national horizontal and vertical datums. The horizontal control will be based on the North American Datum of 1983 (2011). The California Coordinate System Zone 4 will be used for the projection. This network will be accessed via the published coordinates of local Continuously Operating Reference Stations (CORS), Plate Boundary Observatory Stations (PBOS), and local GPS base station operated by the Consultant. NAVD88 will be used as the vertical datum for all GPS data processing however; the final topographic map deliverables may be delivered in NGVD29 elevations if specified by MCWRA.

Task 2 Deliverables

1. Ground Survey Report summarizing the methods and procedures used to conduct the survey (PDF format)
2. List of NAD83 coordinates and NAVD88 elevations (NGVD29 where available) for each survey point (XLS format)
3. Survey monument record sheet (one page) including a photo for each semi-permanent monument established within the tunnel conveyance site (PDF format)

Task 3 – LiDAR Data Acquisition

An airborne LiDAR data acquisition mission will be conducted encompassing the project area. LiDAR point density will average 10 points per square meter and up to four multiple returns are expected in vegetated areas.

Geodetic ground control for the LiDAR data acquisition mission is to be provided by operating airborne GPS (AGPS) during the flights and recording precise coordinates and elevations of each LiDAR point returned. Simultaneously an inertial measuring unit (IMU) is to capture the orientation of the aircraft for precise location laser pulse returns.

GPS base station observations will be conducted using National Geodetic Service (NGS) approved dual frequency GPS receivers. A minimum of two GPS receivers with fixed-height tripods are to be used as ground base stations running at a one (1.0) second epoch collection rates. Base station locations will not exceed 25 miles from the project area.

Following completion of the airborne data acquisition mission, the LiDAR point cloud data will be precisely calibrated, checked against the survey control and ground truth points, and written in LAS format files.

Task 3 Deliverables

1. ArcGIS shapefile defining the LAS filename, date of collection, and limits of each LiDAR flight line (SHP format)
2. One set calibrated LiDAR point cloud data (LAS format)

Task 4 - Bare Earth Classified LiDAR Data

The calibrated LiDAR points are to be tiled into smaller size files and classified using a combination of automated and manual processes separating ground from non-ground points. An automated classification algorithm is to be used to identify the following classes:

Class 1 – Unassigned

Class 2 – Ground

Class 3 – Low Vegetation

Class 4 – Medium Vegetation

Class 5 – High Vegetation

Class 6 - Building

Class 7 – Noise

Class 8 – Model Key point

The LiDAR point data set classified through automation will be reviewed by technical staff focusing solely on ground vs. non-ground points. Points erroneously defined as ground will be set to Class 1. Similarly, LiDAR points hitting the ground but assigned through automation to another class are to be reassigned to Class 2 (ground).

Task 4 Deliverables

1. ArcGIS shapefile defining the tile indexing scheme for the LAS files (SHP format)
2. One set classified (1-8) LiDAR point cloud data files (LAS format)
3. LiDAR ground truth variance report (PDF format)

Task 5 – LiDAR Digital Elevation Models (DEM) and 1ft Contours

The bare-earth LiDAR data points (Class 2) will be used to generate a set of DEM files using ArcGIS software. The DEM files will be a 32-bit raster file in TIF or IMG format. The raster cell size may range from 1ft to 5ft as determined by MCWRA.

The bare-earth LiDAR data points will be “key-pointed” to thin the data-set while preserving the important details for the terrain surface. The key-points are to be used to develop a triangulated irregular network (TIN) surface.

Topographic contours will be generated from the TIN surfaces. Contour lines are to be developed at a vertical interval of 1-foot and in accordance with the NMAS guidelines for topographic maps.

Ninety percent (90%) of the elevations determined from the contours shall have an accuracy with respect to true elevation of one-half (1/2) of the contour interval or better, and the remaining ten-percent (10%) shall not be in error of more than one (1) contour interval.

For the CAD files, every fifth contour line will be labeled as an index contour and is distinguished using a heavier line style to enhance identification. Index contours will be attributed with their elevation in full feet.

Task 5 Deliverables

1. One set 32-bit raster DEM files (TIF or IMG format)
2. One set TIN surfaces in AutoCAD 3D Civil (DWG format)
3. One set AutoCAD files with 1ft contours and index contour annotation labels (DWG format)
4. 1ft topographic contours for use with ArcGIS (SHP format)

Note: Task 5 Deliverable items #1 and #2 will use NAVD88 as the vertical datum; items #3 and #4 will be delivered in both NAVD88 and NGVD29.

Task 6 – Color Orthophoto Generation

Color imagery (RGB) is to be acquired simultaneously with the LiDAR mission flights using a digital camera. The imagery is to be aero-triangulated and used to generate digital orthophotos with a six-inch pixel resolution at a scale of 1"=100'. The orthophotography is to cover the full extent of the project area.

Task 6 Deliverables

1. One set full-frame color imagery (JPG format)
2. One set color digital orthophotos tiled (GeoTIF format)
3. One MrSID orthophoto mosaic of the study area (SID format)
4. ArcGIS shapefile defining the tile indexing scheme for the orthophotos (SHP format)
5. ArcGIS shapefile defining the photo center for each full-frame image (SHP format)

Task 7 – Planimetric Mapping

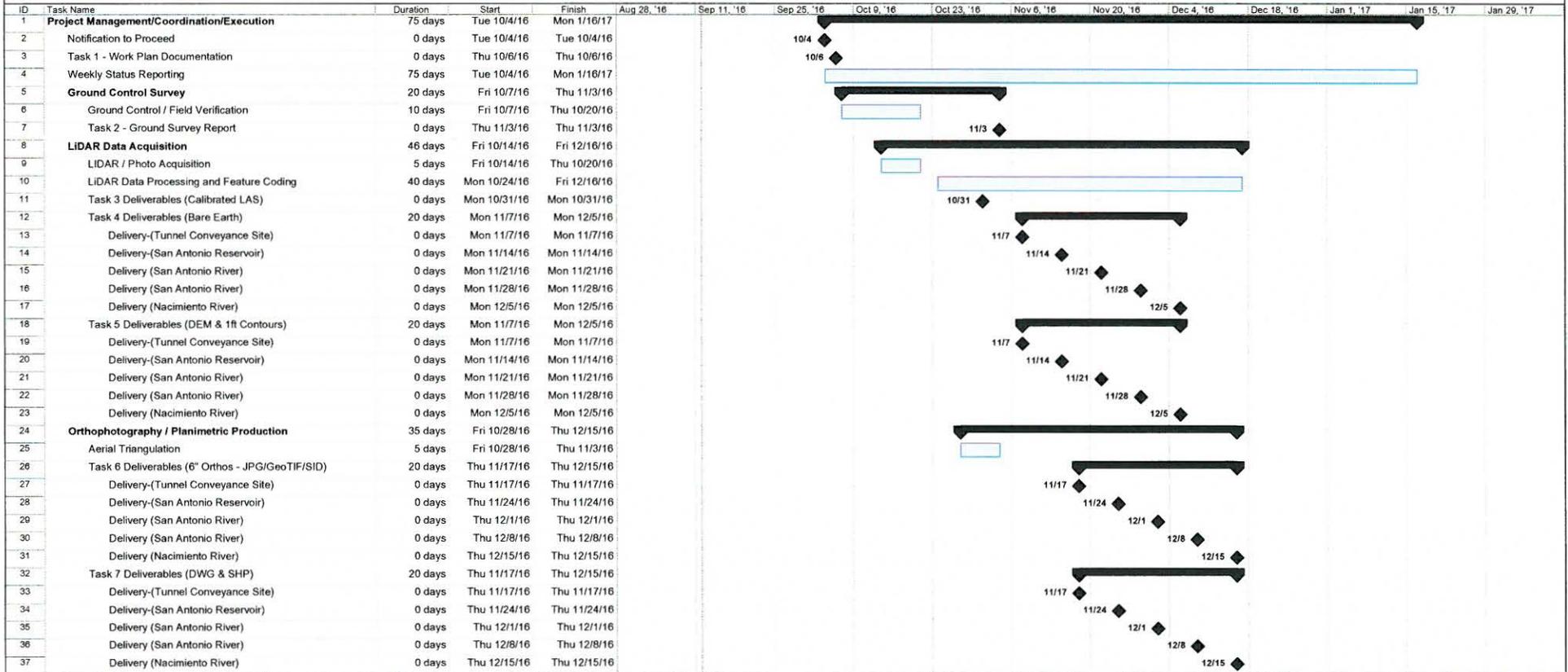
Planimetric features are to be compiled using the aerial imagery and/or LiDAR dataset. Features to be compiled will be consistent with typical mapping practices for a map scale of 1"=100'. These will include buildings, paved and well-defined edge of roadways, driveways, major trails, rivers and other bodies of water.

1. Planimetric features for use with AutoCAD (DWG format)
2. Planimetric features for use with ArcGIS (SHP format)

Exhibit A- Work Schedule

MONTEREY COUNTY WATER RESOURCES AGENCY

Request for Proposals #10591
Interlake and Spillway Modification Project



Project: Schedule_Towill - MCWRA_revSept12
Date: Mon 9/12/16

Task Progress Summary External Tasks Deadline
Split Milestone Project Summary External Milestone



Exhibit B- Fee Schedule

Costs for the project will be fixed price and based on milestone submittals as detailed below:

Task	Description	Cost
1	Work Plan	\$ 1,600
2	Ground Control Survey	\$ 37,400
3	LiDAR Data Acquisition	\$ 30,800
4	Bare Earth Classified LiDAR Data	\$ 17,500
5	Development of LiDAR DEM Model & 1ft Contours	\$ 7,200
6	Digital Orthophotos	\$ 19,013
7	Planimetric Map	\$ 6,600
Total Fixed Cost		\$ 120,113

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS – FINANCE COMMITTEE**

MEETING DATE:	November 4, 2016	AGENDA ITEM:
Consent () Action () Information (X)		
DEADLINE FOR BOARD ACTION:	November 4, 2016	

..Title

Receive an update on the Raftelis Financial Consultants, Inc. upcoming November 9th and 10th informational workshop regarding Agency assessments for Zone 2B Castroville Seawater Intrusion Project (CSIP), and Zones 2Y CSIP Operations and Maintenance, Zone 2Z Salinas Valley Reclamation Operations and Maintenance Project, and water delivery/service charges in Zone 2B.

..Report

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Receive an update on the Raftelis Financial Consultants, Inc. upcoming November 9th and 10th informational workshop regarding Agency assessments for Zone 2B Castroville Seawater Intrusion Project (CSIP), and Zones 2Y CSIP Operations and Maintenance, Zone 2Z Salinas Valley Reclamation Operations and Maintenance Project, and water delivery/service charges in Zone 2B.

SUMMARY/DISCUSSION:

On June 7, 2016 the Water Resources Board of Supervisors approved the Raftelis Financial Consultants, Inc. (RFC) agreement with the Water Resources Agency. The RFC agreement scope of work was modified based on prior Board and Finance Committee meetings feedback that the Agency refine the scope of work from a review of all Agency flood and benefit assessment zones to a smaller group of assessments zones that impact 70% of the Agency assessment revenue. Therefore, the revised scope of work focuses on Zones 2B CSIP, 2Y CSIP O&M, 2Z SVRP O&M projects and the revenue stream for water delivery and service charges in those zones. In addition, the Agency board requested the Agency to engage the public and interested parties in full collaboration and transparency regarding the RFC reviews so as to provide the Agency with the following three methodologies:

1. Existing assessment methodology
2. Revised assessment methodology
3. Cost of service methodology

The workshop on November 9th at 2:30 will be held at the Monterey Regional Water Pollution Control Agency Regional Treatment Plant, 14811 Del Monte Blvd, Conference Rooms A and B, Marina, CA 93933; and the workshop on November 10th at 1:30 will be held at Soledad City Hall, 248 Main Street, Soledad, CA 93960.

Items to be discussed at the workshop include:

- An understanding of the historical assessment issues
- Components of the current assessment process that are working well and should remain intact
- Components of the current assessment process that are not working well
- Recommended improvements to the assessment process

OTHER AGENCY INVOLVEMENT:

No other agency was involved in preparing this report.

FINANCING:

There is no financial impact in providing this report

Prepared by: Cathy Paladini, Finance Manager II, (831) 755-4860

Approved by: _____
David E. Chardavoyne, General Manager, (831) 755-4860

Attachments

1. Raftelis Financial Consultants, Inc. Scope of Work

EXHIBIT A – Scope of Work

The primary objective of this study is to review the Agency Benefit Assessments in Zones 2B, 2Y, and 2Z including Water Delivery/Service charges and ongoing project management; provide an updated assessment methodology/analysis, and a cost of service approach. Upon completion of the cost of service analysis, a comparison of the three methodologies will be presented and appended to the updated model. The three methodologies include:

1. Existing assessment methodology
2. Revised assessment methodology developed in Task 2
3. Cost of Service methodology developed in Task 3.1

The model will be able to show the resulting assessments levied for each property under the different assessment methodologies. Agency staff and the Board will be able to clearly observe how each methodology affects the levied assessment for each property.

Raftelis Consultants, Inc. will approach the Scope of Work in a three step task approach: Task 1: Review of Agency Benefit Assessments and ongoing Project Management; Task 2: Updated Assessment Methodology/Analysis; Task 3: Cost of Service Approach.

TASK 1 – REVIEW OF AGENCY BENEFIT ASSESSMENTS AND ONGOING PROJECT MANAGEMENT

TASK 1.1 – PROJECT KICK-OFF MEETING, INITIATION AND DATA COLLECTION

A detailed data request list will be submitted to the Agency prior to the meeting so that all appropriate data in the required format can be forwarded to RFC. Upon receiving the items requested in the data request, the Project Team will conduct a thorough review of the information provided by the Agency.

The in-person kick-off meeting provides a solid foundation for the project and ensures that project participants are in mutual agreement as to the project's approach, work plan, schedule, and the Agency's priorities. As part of the meeting, RFC will review and discuss the Agency's current assessments, discuss questions that RFC has regarding the data received, and work with staff to identify and prioritize the Agency's goals and objectives for the Study.

TASK 1.2 – DESCRIPTION OF EXISTING ASSESSMENTS

After RFC develops a strong understanding of the existing assessments and the methodology used to develop the assessments. RFC will reconstruct the history of the current assessments levied on properties within the Agency's service area. The results will be summarized in the technical memorandum outlined in Task 3. The summary will include a map of Agency assessments, what improvements were funded by each assessment, and which properties were included in each of the assessment zones.

As a subsequent meeting to the kick-off meeting, it will be equally important to obtain information and feedback regarding the current assessments and corresponding improvements from major stakeholders. Doing so will ensure that we understand all perspectives and how the overlapping assessments impact each major stakeholder's property. This meeting will include a review of the history of existing assessments, perceived inequities with the existing assessments, what issues ought to be addressed as part of any revised methodology, and explore potential alternative assessment methodologies.

TASK 1.3 – ONGOING PROJECT MANAGEMENT

The RFC Project Team is well-versed in the critical elements of this project, including utility rate development, benefit assessments, and industry best management practices with water related

operations. The RFC project management team will stress communication, teamwork, objectivity, and accountability for meeting project objectives and will include general administrative duties, including client correspondence, billing, project documentation, and administration of the study control plan. This task provides for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner as requested under Section IV within the RFP.

This task also includes ongoing project management. Management responsibilities include general administrative duties such as client correspondence, billing, project documentation, and administration of the study control plan.

Meeting(s)/Conference(s): Two (2) meetings. One (1) kick-off meeting with Agency staff to discuss overall priorities, objectives, framework, and schedule, and one (1) meeting with major stakeholders / property owners.

Deliverable(s): Data Request List, presentation materials, meeting minutes, and history of existing assessments to be provided in Technical Memorandum.

TASK 2 – UPDATED ASSESSMENT METHODOLOGY/ANALYSIS

TASK 2.1 – DEVELOP NEW ASSESSMENT METHODOLOGY

RFC will develop a new assessment methodology to allocate the Agency's CSIP, SVRP, and water delivery service charges. The new methodology will take a fresh look at the improvements and services funded through the assessments and the benefits conferred on property from the improvements and services. Our analysis and assessment methodology will be based on industry standards and will comply with the special benefit provisions of Proposition 218, including:

- A description of the charge and the method by which it will be imposed.
- A compilation of the amount of the charge proposed for each parcel subject to the charge.
- A statement of the methodology and rationale followed in determining the degree of benefit conferred by the services/facilities for which the charge is made.
- A list of assessor parcels upon which the charge is to be imposed.
- The amount of the charge for each of the affected assessor parcels.

The results of the analysis will be presented to the Agency. The parcel database will be able to show the total assessment levy for each property under the existing methodology versus the proposed methodology.

Meeting(s)/Conference(s): One (1) meeting with Agency staff

Deliverable(s): Assessment Methodology Assessment Analysis and Parcel Database in Microsoft Office Excel® 2013

TASK 3 – COST OF SERVICE APPROACH

TASK 3.1 – COST OF SERVICE ANALYSIS

A cost of service rate approach for recovering costs to serve its users will be created by RFC to develop a rate-based approach. Doing so will provide another industry standard comparison for the Agency's revenue requirement recovery.

The cost of service study will be performed based on industry standards and methodologies approved by the American Water Works Association (AWWA) M1 Rate Manual. With a background in Applied Mathematics, Project Manager – Mr. Isaac, has developed numerous utility financial plan, utility rate models, impact fee studies, and has also worked with other public agencies with "Assessments." Mr. Pardiwala, Technical Reviewer, has conducted over a hundred water, wastewater, recycled water, and storm water rate studies. Mr. Isaac and Mr. Pardiwala will collectively ensure that the cost of service allocations focus on service functions, appropriately allocate the cost of service (revenue requirements)

to the service functions, determine how those services are used by each assessment zone, and develop the cost allocation components of the models. Cost allocations among assessment zones will be based on the AWWA-approved Base-Extra Capacity approach which focuses on the different usage patterns (or peaking factors) demonstrated by each assessment zone.

The cost of service will be allocated to the various cost components including, water supply costs, capacity-related costs, commodity costs, customer costs, specific capital costs, and other direct and indirect costs consistent with industry standards. The purpose of this task is to allocate the costs associated with the various costs components to the various assessment zones on the basis of the relative responsibility of each. Costs will be allocated based on the determination of units of service for each assessment zone and the application of unit costs of service to the respective units. The result is the total cost responsibility required of each assessment zone in order to maintain the financial stability of the Agency's water enterprise.

TASK 3.2 – COMPARISON OF METHODOLOGIES

Upon completion of the cost of service analysis, a comparison of the three methodologies will be presented and appended to the model created in Task 2. The three methodologies include:

1. Existing assessment methodology
2. Revised assessment methodology developed in Task 2
3. Cost of service methodology developed in Task 3.1

The model will be able to show the resulting assessments levied for each property under the different assessment methodologies. Agency staff and the Board will be able to clearly observe how each methodology affects the levied assessment for each property.

TASK 3.3 – PREPARATION OF TECHNICAL MEMORANDUM

RFC will present final results and the technical memorandum to the Board of Directors and Agency Board of Supervisors in Workshop format. The presentation materials used in the Workshop will be provided to Agency staff for review prior to the Workshop. The final presentation materials will be available to the General Manager for approval and be distributed to the Board of Directors prior to the Workshop. Comments from the Board of Directors will be incorporated into the Technical Memorandum. The Final Technical Memorandum along with an electronic version will be submitted to the Agency and will include appropriate supporting data from the Model.

Meeting(s)/Conference(s): Two (2) web-meetings with Agency Staff, and one (1) Board workshop

Deliverable(s): Assessment Methodology Model in Microsoft Office Excel® 2013 with Cost of service analysis, draft and final Technical Memoranda