



Request for Proposals
Updated February 24, 2015 (Calendar of Events only)
Sleepy Hollow Steelhead Rearing Facility
Raw Water Intake and Water Supply System Upgrade

3.0 CALENDAR OF EVENTS

- | | |
|---|--|
| 3.1 Issue RFP | Friday, January 16, 2015 |
| 3.2 Pre-Bid Conference Call | 3:00 p.m., February 9, 2015 |
| <i>Note: RFP and Answers to Questions will be posted on the web at:</i>
<i>http://www.mpwmd.dst.ca.us/wrd/fisheries/</i> | |
| 3.3 Proposal Submittal Deadline | 3:00 p.m., PST, Friday, March 6, 2015 |
| 3.4 Proposal Review (tentative date) | March 11, 2015 |
| 3.5 MPWMD Administrative Committee Review | Monday, March 9, 2015 |
| 3.6 MPWMD Board Consideration | Monday, March 16, 2015 |
| 3.7 Estimated Notification of Selection | Friday, March 20, 2015 |

Cooperating Entities



CALIFORNIA
AMERICAN WATER



Table of Contents

SOLICITATION DETAILS SECTION	2
1.0 INTENT	2
2.0 BACKGROUND	2
3.0 CALENDAR OF EVENTS	5
4.0 POINTS OF CONTACT.....	6
5.0 SCOPE OF WORK.....	7
6.0 CONTRACT TERM.....	26
7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS	27
8.3 ADDITIONAL REQUIREMENTS.....	31
9.0 SELECTION CRITERIA	33
10.0 CONTRACT AWARDS.....	33
11. 0 SEQUENTIAL CONTRACT NEGOTIATION.....	34
12.0 AGREEMENT TO TERMS AND CONDITIONS	34
13.0 RIGHTS TO PERTINENT MATERIALS	34
SIGNATURE PAGE	35
<i>SAMPLE AGREEMENT</i>	37

SOLICITATION DETAILS SECTION

1.0 INTENT

1.1 The Monterey Peninsula Water Management District, hereinafter referred to as “District” or “MPWMD”, is soliciting proposals from qualified organizations, hereinafter referred to as “Consultant”, to prepare designs, provide environmental analysis, and prepare permit applications for the “Raw Water Intake and Water Supply System Upgrade Project at the Sleepy Hollow Steelhead Rearing Facility,” hereinafter referred to as “Project.”

1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

2.1 The Sleepy Hollow Steelhead Rearing Facility (SHSRF or facility) is located at approximately river mile 17.5 on the west bank of the Carmel River (latitude: 36.443508, longitude: 121.715974), about one mile downstream of San Clemente Dam (see **Figures 1 and 2**). MPWMD has operated the facility since 1996 to raise young-of-the-year and juvenile steelhead rescued from portions of the Carmel River that dry up nearly every year due to stream diversions for municipal and private use. An average of about 16,000 steelhead are rescued each year, with a portion placed in the facility; however, up to about 40,000 steelhead have been reared during the dry season in a 900-foot long simulated natural channel consisting of riffle/pool sequences separated by weirs. An important operational feature of the facility is to replicate as closely as possible the natural conditions under which steelhead exist in the channel of the Carmel River.

Steelhead rescued from drying reaches of the river in spring and summer are transported to the facility where they are placed in quarantine before being transferred to the rearing channel. Although fish are initially sized, due to the difficulty of re-capturing fish when the channel is full and flowing, no additional sizing occurs. This can lead to predation because these fish are wild and can grow at significantly different rates. Steelhead are normally released back into the river and at the Carmel River lagoon in late fall or early winter after the river reconnects to the lagoon. The facility is then shut down for the winter.

Situated on a seven-acre site adjacent to the river, the facility consists of an enclosed river intake, pump system, cooling tower, channel, miscellaneous treatment tanks, and an administrative office (see figures and photos at the end of this section). A horizontal drum screen in the channel bottom and pump system deliver continuous flow of about 900 gallons per minute (gpm) or about two cubic feet per second (cfs). Flow can be delivered directly to the channel or processed through a cooling tower for oxygenation and cooling. Additional off-channel systems are also fed from the raw water intake. There is no potable or domestic water supply available to the site; however, office facilities (sinks and toilet) use untreated river water. The intake and pump system were designed with three key assumptions: 1) that clear water (i.e., water free of sediment and debris) would be available from Carmel River flow; and 2) that a minimum of five cfs would

be available at all times at the intake; and 3) that the flow rate would be a constant 900 gpm. The system cannot be operated during river flows below about four cfs or when sediment and debris is transported past the intake structure. Flow from the rearing channel is returned to the river in a pool about 200 feet downstream of the intake location.

Because reservoir storage capacity upstream at Los Padres Reservoir (RM 24.8) is limited, during dry and critically dry periods flow at the intake can drop below four cfs – a level at which pump cavitation can occur and cause failure in a matter of hours. In addition, organic material or sediment can clog the rearing channel and the drum screen in the bottom of the river channel at low flows. Even with frequent cleaning, reduced flow through the clogged screen can cause pump failure (due to cavitation). This problem will be exacerbated once San Clemente Dam is removed and more sediment and organic material begins to flow downstream. Furthermore, the California Department of Fish and Wildlife (CDFW) and the National Marine Fisheries Services (NMFS) have requested that MPWMD release steelhead held in the facility later in the rainy season in order to provide more time for the re-watered downstream reaches to recover. Under current conditions, operating into the winter storm season would increase the possibility of system failure due to a clogged intake structure. In addition, at high flows, the intake structure is not accessible from the streambank and vehicular access into the facility can be restricted by heavy rains (the road condition has recently been improved greatly as a result of construction activities associated with the San Clemente Dam Removal Project).

MPWMD has previously carried out preliminary assessments of the facility and has reviewed several options for a new intake and pump system; however, the basic premise for these options was to modify the existing intake and pump system to operate at higher organic and sediment loads and at flows above five cfs (see the previous assessments available on the District's RFP web site). In 2013 and 2014, it became clear that operating at flows below five cfs would need to be considered. A partial or full recirculation system would be needed in order to operate during periods of low Carmel River flows.

The highest priorities for an upgrade at this facility are:

- 1) Improved access to the intake pumps and controls;
- 2) An improved fish screen that requires less maintenance (i.e., does not clog with leaves, sediment, or debris);
- 3) Reduce sediment input to river pumps and all other equipment downstream of the pumps;
- 4) Maintain a minimum of 2 cfs (900 gpm) flow to the rearing channel during operations, with the ability to deliver a peak flow of 3 cfs (1,350 gpm) for short periods;
- 5) Prevent degradation in the water quality of return flow to the Carmel River channel;
- 6) Allow more flexibility to operate the facility both at extreme low flows and during winter season high flows;
- 7) Operate the facility during any period for as long as it takes for suitable conditions to develop in the Carmel River in order to release reared fish back into Carmel River or lagoon.

Proposed improvements should be compatible with existing goals, needs and practices at the facility (e.g., expected maximum number of steelhead, disease management, feeding, sizing, and waste management); however, the anticipated budget for construction of the improvements will

be approximately \$1 million. Therefore, maximizing system resiliency and capability must be balanced with the available funds for the project.

To address these issues, the Consultant will evaluate options and design a new intake structure and supply system that can function at a wide range of stream flows and over a wide range of sediment and debris loads. The project involves:

Task 1: An assessment and recommendations for integrating or modifying existing systems to work with proposed improvements.

Task 2: Evaluation of the existing intake structure and piping and making recommendations for modifying or relocating the intake and providing clarification/filtration for river flow diverted to the facility.

Task 3: Incorporation of a recirculating aquaculture system to allow operation to continue at a wide range of flows without a significant input of river water.

Task 4: Preparation of preliminary bid documents for construction, including development of engineering plans, specification, and cost estimate.

Task 5: Environmental review and preparation of CEQA/NEPA documents.¹

Task 6: Providing assistance with acquisition of local, state, and federal permits for construction.²

¹ Because the capacity of the facility is proposed to be expanded, it is likely that a Mitigated Negative Declaration would be the appropriate CEQA action.

² Federal authorization under the Clean Water Act for this project may be possible under Regional General Permit 24460S, issued to MPWMD. State authorization for this project may be possible under an existing Routine Maintenance Agreement between CDFW and MPWMD. Local authorizations may also be required. See the detailed description under Task 6.

Figure 1

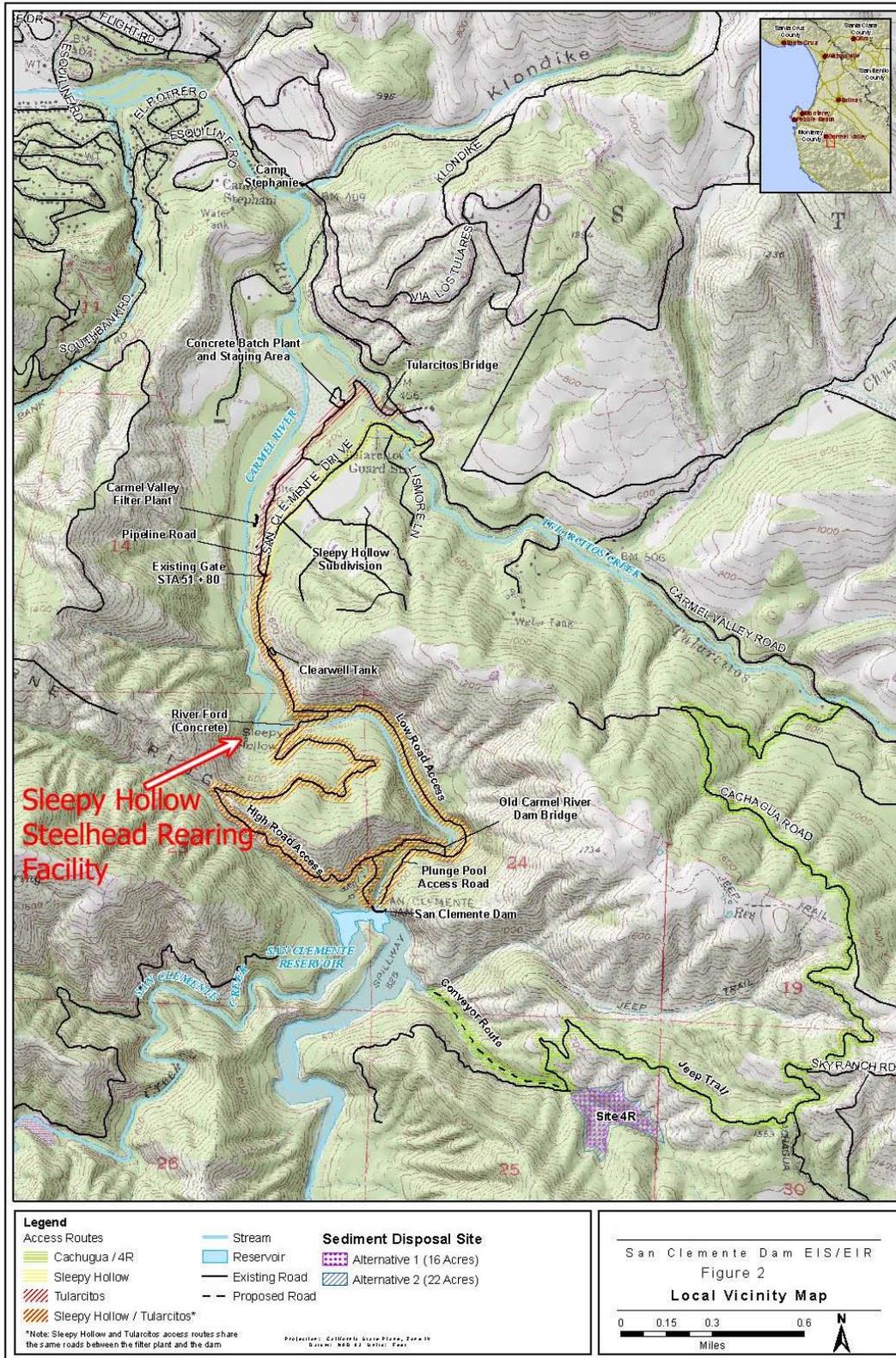
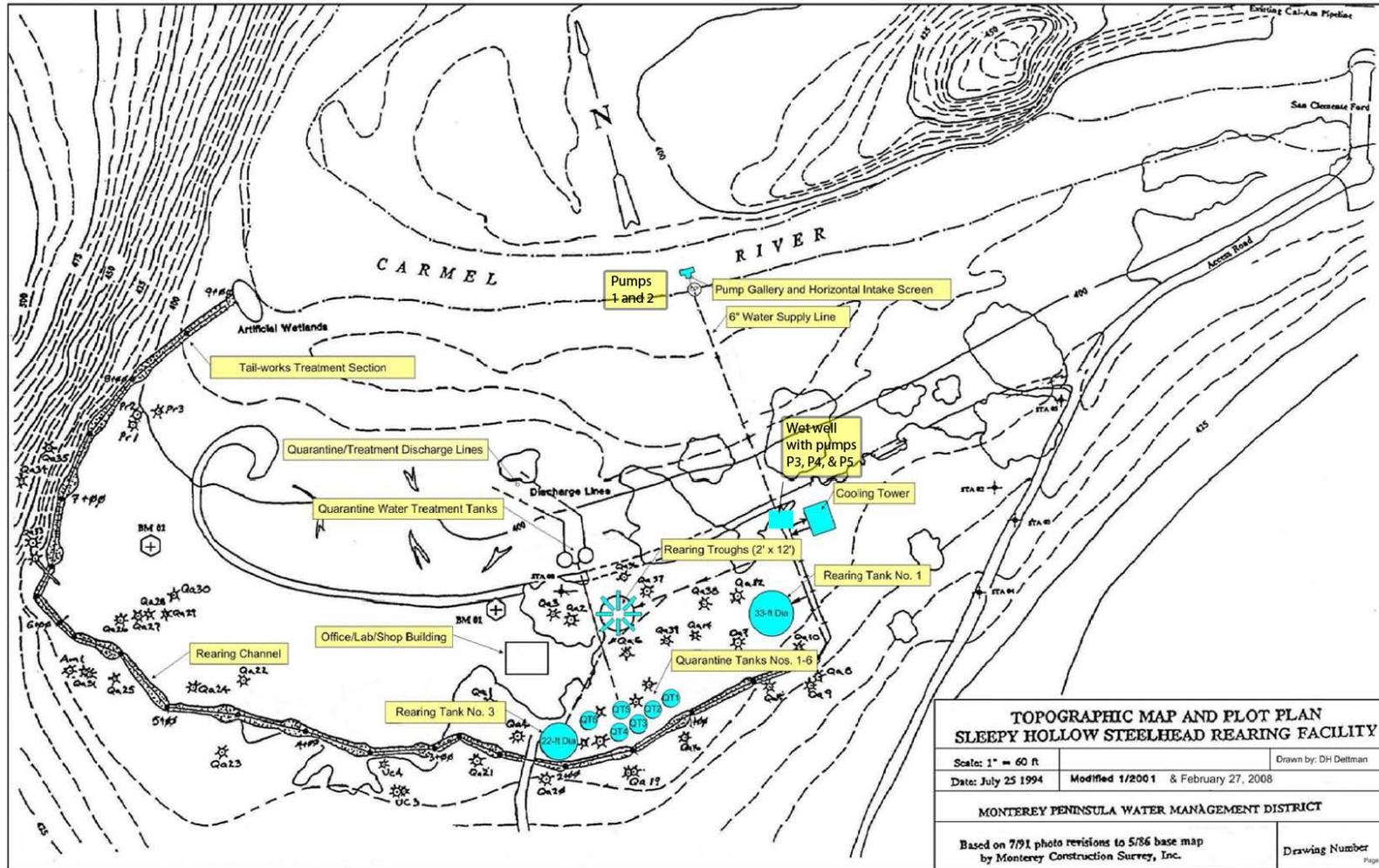


Figure 2 – Schematic



2.2 Other information available:

- Sleepy Hollow Steelhead Rearing Facility Sediment Control and Intake Retrofit, MPWMD, List Engineering Company, February 14, 2003
- Sleepy Hollow Steelhead Rearing Facility Sediment Control and Intake Retrofit, MPWMD, List Engineering Company, May 11, 2010
- Mussetter Engineering, Inc. completed extensive studies of sediment transport in the Carmel River as part of the Carmel River Reroute and San Clemente Dam Retrofit Project. The report and associated products can be downloaded at:

http://www.mpwmd.dst.ca.us/Mbay_IRWM/IRWM_library/MEI-2005-report.zip

- Sleepy Hollow SRF Water Intake Recommendations, Memorandum for Joyce Ambrosius from David White, National Marine Fisheries Service, January 27, 2014
- Section 4 Water Source, Draft Carmel River Steelhead Rescue and Rearing Management Plan, MPWMD, January 2014
- Section 5 Facilities, Draft Carmel River Steelhead Rescue and Rearing Management Plan, MPWMD, January 2014
- Sleepy Hollow Steelhead Rearing Facility Improvement Plan, MPWMD, 1999

2.3 Summary of existing conditions and operations:

The existing intake is a horizontal drum screen on the river bottom supplying water to pumps housed on the river bank (see **Figure 3 and SHSRF Drawing No. 15**). The screen is vulnerable to clogging or damage from leafy debris and sediment moving downstream and is difficult to maintain in a clog-free state at low flows and becomes inaccessible as flows increase in early winter. The inlet floods a single pump enclosure (the pump gallery) that is approximately five foot diameter by nine foot deep and contains two submersible pumps (river pumps, P1 and P2), motors, and electrical connections in a confined space. The location and configuration of the pump gallery makes intake and river pump maintenance difficult. Each river pump operates alternately on a weekly basis when the Rearing Facility is in operation, which normally occurs between May and December. The alternate river pump serves as a backup pump. An electrical generator provides backup power. In addition, a “trash pump” can temporarily provide up to about 600 gpm if the main pumps cannot operate.

Each river pump is capable of delivering 900 GPM of water through a 6” pipe to a meter, strainer, cooling tower and cold well (flow can also be bypassed around the cooling tower and cold well). The cooling tower operates only as required to maintain water temperature, but can

also be operated to increase dissolved oxygen if necessary. Three submersible pumps located in the cold well (cold well pumps P #3, #4, #5) deliver the water to the rearing channel and holding tanks when the cooling tower is in operation. Flow in the rearing channel moves by gravity and is regulated by weirs at each pool, but is discharged directly to the river at the downstream end, where there is a deep pool created by bedrock that is regularly scoured out during high flows.



Figure 3

Left – river flow over Hendrick intake drum screen adjacent to streambank

Below right – existing river pump intake housing
Below left – river intake pump housing at 850 cfs



Problems have occurred when river sediment fouled the mechanical seals in the river pumps. Access to the river pumps for maintenance is limited, and the back-up river pump cannot be operated while the other river pump is being serviced. The existing river pump housing structure is inundated at a flow of about 1,000 cubic feet per second (cfs), which is a

magnitude slightly lower than the ordinary high water. At this level, the river pump housing is underwater. Although pump operation is possible at this level, there is no access for maintenance should it be required.

At river flows below 4 cfs, the river pumps can cavitate and fail within a few hours. Because the rearing channel is gravity fed, total pump failure would result in nearly a total loss of steelhead in the facility within one to two days of cessation of flow. Due to a lack of adequate upstream surface storage at Los Padres Reservoir, evapotranspiration and surface water diversions between Los Padres Dam and the facility can reduce surface flow at the facility to less than 1 cfs in critically dry periods.

Operations at the facility normally commence in late spring or early summer after Carmel River flow drops to the point that portions of the lower 15 miles of river begin to dry up. Rescue operations can continue for several months during which steelhead are brought to the facility several days each week. The condition and size of the fish can vary depending on the spawn date, emergence date from redds, river water quality, and other factors. Fish are weighed, measured, and placed in large holding tanks for a short period for disease control. Disease control may include a formalin bath, salt bath or antibiotic treatment. Currently, the drain systems for the rearing channel and disease control are separate; however, the disease control system requires a constant source of feedwater from the system. Feedwater for the disease control system may either be cooled by passing through the cooling tower (see **Figure 4**) or bypass the cooling tower. In addition, salt treatment is occasionally used in the rearing channel to control for fungal bacterial diseases. For additional information, see Section 5 of the RRMP.

Weirs within the rearing channel allow fish to be placed into similarly sized cohorts, where they are fed primarily by hand and natural production in the channel. Terrestrial and avian predators are screened from the channel by two layers of mesh. When river water temperatures begin to increase in the summer, river flow is routed through a cooling tower where it can be cooled by up to 10° F.

In fall or early winter, steelhead reared in the facility are released back into the river or to the lagoon and the facility is shut down for the winter. Ideally, steelhead are released after the river has reconnected to the lagoon and the food web has been reestablished in the reaches dewatered during the dry season; however, early releases can occur under two conditions. Extreme low flows in the river can cause pump failure due to cavitation. At the other extreme, the flashy nature of the watershed can cause the river to rise up within a few days to a level that prevents access to the pump intake and screen. In either case, to prevent steelhead mortality due to pump failure, steelhead can be released back into the river at a sub-optimal time when overcrowding and food availability in the river can be issues.

The river channel is composed primarily of loose, unconsolidated sands and gravels; however, a significant portion of cobble and some boulders can also be found. Generally speaking, the streambanks in the vicinity of the existing intake are stable and well vegetated, although extreme high flows can alter the active channel through local scour and deposition. With the removal of San Clemente Dam planned for 2015, it is expected that bedload and suspended load in the river will increase (see **Figure 5**), which can affect pump operations and may alter the existing condition of the river in the vicinity of the intake.

More detailed information about existing operations can be found in the Chapters 4 and 5 in the Draft Rescue and Rearing Management Plan.

2.4 Existing funding agreements. MPWMD has entered into a grant agreement with the State Coastal Conservancy (SCC) for the project, which is being funded from a Settlement Agreement between California American Water, SCC, and NMFS. MPWMD will expend funds for the project and be reimbursed for expenses.

2.5 Other projects in the vicinity. SCC, Cal-Am, and NMFS are cooperating to remove San Clemente Dam and reroute a portion of the Carmel River upstream of the facility. Granite Construction is the responsible Contractor. Dam removal is scheduled for the 2015 construction season. However, other activities could affect access to the Intake Upgrade Project, including the removal of the Old Carmel River Dam (about one mile upstream of the rearing facility) and the construction of a permanent bridge over the Carmel River at the Sleepy Hollow Ford. The Consultant will be expected to coordinate closely with MPWMD, Granite Construction, and Cal-Am for going on-site and in proposing a schedule for phasing and completing the Intake Upgrade Project. This will be especially important if Intake Upgrade Project activities in the Carmel River are proposed while other construction activities are ongoing.

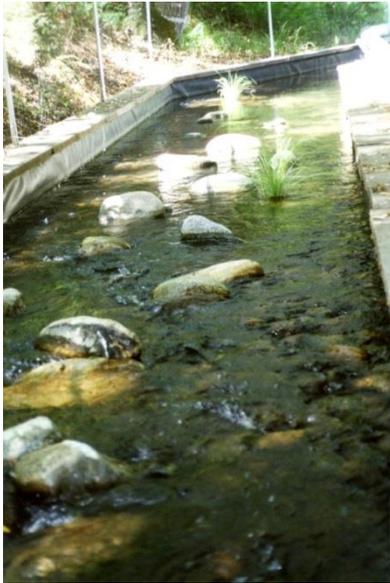
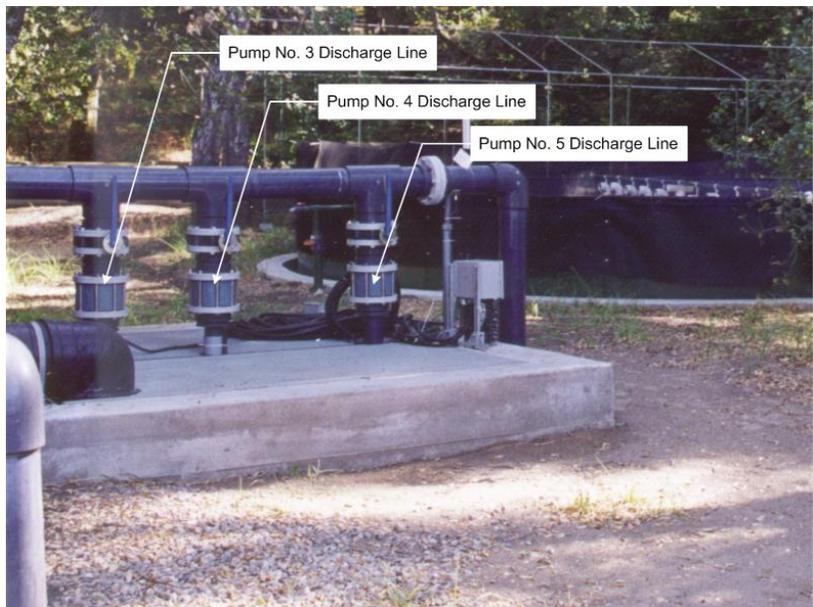


Figure 4 - Clockwise from top left: rearing channel, cold well and pumps, cooling tower.



2.7 Other.

3.0 CALENDAR OF EVENTS

- | | |
|---|--|
| 3.1 Issue RFP | Friday, January 16, 2015 |
| 3.2 Pre-Bid Conference Call | 3:00 p.m., February 9, 2015 |
| <i>Note: RFP and Answers to Questions will be posted on the web at:</i>
<i>http://www.mpwmd.dst.ca.us/wrd/fisheries/</i> | |
| 3.3 Proposal Submittal Deadline | 3:00 p.m., PST, Friday, March 6, 2015 |
| 3.4 Proposal Review (tentative date) | March 11, 2015 |
| 3.5 MPWMD Administrative Committee Review | Monday, March 9, 2015 |
| 3.6 MPWMD Board Consideration | Monday, March 16, 2015 |
| 3.7 Estimated Notification of Selection | Friday, March 20, 2015 |

Due to the use of public grant funds, it is desirable to solicit several proposals for this project; if necessary, MPWMD may extend the proposal due date to allow ample time for the maximum number of firms with interest in performing the described work an opportunity to submit a proposal.

4.0 POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact: **LARRY HAMPSON,
DISTRICT ENGINEER**
5 Harris Court, Bldg. G
Monterey, CA 93940
PHONE: (831) 658-5620 (office) or (831) 238-2543 (cell)
FAX: (831) 644-9560
Email: larry@mpwmd.net

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested Consultants after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

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

5.0 SCOPE OF WORK

A firm with demonstrated experience with salmonid aquaculture is required to assist in developing plans for:

- new river screen/intake, fine sediment filtration of inflow (e.g., with a settling basin/filtration system), new wet well and pump system, recirculation system, water treatment system for recirculation mode, and operation and maintenance requirements;
- integrating the new pumping system with existing pipes, cold well, quarantine tanks, cooling tower, rearing channel, and outlet;
- proposing disease control dosing for recirculation mode;
- integrating the recirculation system with existing drain systems for the rearing channel and quarantine tanks, and with office facilities using non-potable water;
- integrating existing water quality controls with the recirculation system and any new water quality control systems;
- re-design or integration of new facilities with the existing electrical system
- back-up systems, alarms, and protocol for alerts.

If documentation is not already available in MPWMD files, the Consultant shall work with MPWMD staff to document the following:

- minimum and maximum once through flow rates (currently, the proposed design flow is up to 3 cfs);
- catalogue of existing equipment: type, make, use, capacity, power requirement, age, condition, last maintenance;
- verification of pipe type and capacity throughout facility (i.e., a determination of whether existing pipes can service the facility after the upgrade);
- verification and capacity of equipment currently being used for rearing (e.g., feeders, water quality controls);
- dosing rate and chemicals used in quarantine system;
- existing feed rate(s), types of feed used throughout rearing season, estimated wastage (i.e., waste flow to river);
- water quality parameters of river water and rearing channel flow throughout the rearing season (e.g., temperature, DO, CO₂, etc.);
- criteria for sizing/placement of fish in particular locations in the facility;
- existing power requirements/power capacities (i.e., line limitations) at various locations;
- existing and theoretical cooling tower cooling rate and effectiveness;
- existing outdated alarm system components that must be replaced and protocols for conveying and reacting to alarms;
- evaluate effectiveness/presence of back-up systems (pumps, electrical, feed, water quality);
- evaluate effectiveness of outlet system to river (i.e., are the treatment systems in place adequate to filter water or are additional systems needed);

- existing total energy use (daily, weekly, monthly), including maximum daily and average energy use.

MPWMD staff will be available for interviews concerning current operations.

5.1 Assessment of Operations and Integration with Proposed Design

For this task, the Consultant will work with MPWMD staff to review existing information, data, site conditions, equipment, and operations protocol. The Consultant will provide recommendations for replacing or improving existing systems in order to integrate them with proposed improvements.

Currently, the facility operates seasonally as a once-through flow facility at a design flow of two cubic feet per second (cfs) with no recirculation. Proposed improvements will add the flexibility to operate for periods as either a partial recirculation system or completely closed system at flows of up to 3 cfs. In addition, improvements should allow the facility to extend operations well into the rainy season or operate through critically dry periods (i.e., potentially for many months at a time), when river flow can drop to as low as 1 cfs.

In particular, existing equipment will need to be evaluated for retention or replacement. This includes (but is not limited to) the existing intake and wet well, river pumps, cold well pumps, pipes, cooling tower, refrigeration system to cool auxiliary tanks, quarantine operations, equipment to maintain water quality, backup electrical generator, and alarms. In addition, new systems may be proposed for filtering inflow and disposing of waste products, recirculation of water, and additional alarms. The Consultant will conduct an analysis of the existing power loads, power supply, and future power requirements for operation of new systems. It is desirable to work within the existing power supply capability, if possible. If this is not possible, the Consultant will identify the additional power needs, develop a scope of work for additional electrical system design, and submit a request for a change order to complete additional design.

The Consultant may propose changes to existing operations in order to make them compatible with partial or full recirculation. Existing systems proposed to be retained and integrated with new equipment or systems must be evaluated to determine whether the existing equipment will be able to operate for a minimum of 10 years. If existing systems require an upgrade to function for another 10 years, the Consultant shall recommend an appropriate upgrade.

Note: access to see the facility in winter is likely, although not guaranteed. Also, if river flows are in a range where facility operation is possible, MPWMD may be able to operate the facility for a short period to demonstrate its operations.

Task 5.1 Deliverables: Technical memo summarizing facility information and analysis with appropriate documentation (notes, maps, photographs, facility drawings, etc.); description of existing systems, how they are operated and analysis of existing condition; analysis of existing system capacity to rear steelhead (i.e., what is the recommended number of steelhead that the system can support); recommendations for integrating or replacing existing systems and operations with proposed improvements and operations (note: this task is to be coordinated with Sections 5.2 Water Intake Option and 5.3 Recirculation System Option).

5.2 Water Intake Preliminary Design

In this task, the Consultant will assess existing conditions in the vicinity of the existing river intake. The Consultant shall propose an option to relocate or improve the intake and screen to deliver water at a wide range of flows and under a wide range of water quality that includes elevated levels of sediment and debris loads. Accessibility for maintenance purposes is a key criterion for this task. The Consultant shall consider three modes of facility operation:

- 1) **Single-pass, flow through operations:** At river flows greater than 5 cfs when Carmel River flow is diverted to the rearing channel and allowed to flow through once before being discharged back into the river.
- 2) **Partial recirculation:** At Carmel River flows between about 1 cfs and 5 cfs, a portion of flow in the rearing channel outlet would be recirculated through filters and other equipment to the headworks.
- 3) **Full recirculation:** 100% use of flow in the rearing channel outlet would be diverted through filters and other equipment to the headworks. A limited amount of water would be diverted from the river to replace system losses. Full recirculation could occur at low flows (< 5 cfs) or at high flows (high flow rate to be determined – see section 5.2.2 Intake options below).

A new variable speed river intake pump (plus back-up) must be able to maintain up to 3 cfs (1,350 gallons per minute) to the facility in once-through mode. Presuming the existing river intake pumps can be used for the recirculation system, these pumps will be relocated to two new pump enclosures (wet wells) and used to provide 900 gpm in recirculation mode, with an option to provide additional flow from the river intake pump in partial recirculation mode.

For once-through flow operations, the rearing channel outlet flow should be returned to the river channel as close as possible to the point of diversion, such that there is little or no impact to streamflow or water surface elevation from the intake diversion. It should be noted that an intake located upstream of the influence of rearing channel return flow to the river may have somewhat higher water quality; however all return flow must meet any applicable water quality standards established by the RWQCB and must not induce bank erosion or destabilize the river. The proposed intake location shall be protected from bank erosion at high flows.

5.2.1 – Intake and river pump design

Prior to beginning work on a final design, the Consultant shall prepare at least one preliminary set of plans and cost estimate for an intake, streambank protection, screen type, pipe layout to existing facilities, clarifiers/filtration system (if applicable), pump, wet well, and filters or other appurtenances required to relocate or improve the existing intake. The Consultant shall provide a technical summary and meet with MPWMD and others to review the preliminary design(s). The Consultant shall provide the rationale for selecting or evaluating each alternative considered (i.e., the pros and cons). If only one alternative is proposed, the Consultant shall provide a rationale for excluding other alternatives.

The Consultant shall prepare one or more preliminary designs that include:

- A screened intake that complies with applicable federal or state standards to protect salmonids.
- Piping, filtration, clarification, and a wet well and pump enclosure for a variable speed drive and pump capable of delivering up to 1,350 gpm. The pump enclosure shall be located at or above the line demarking the elevation of the 1998 flood high water mark (there are stakes on site showing this elevation). Plans must show the connection(s) to the existing piping system, as well as to the proposed recirculation system. The specified pump type should be capable of handling any suspended solids that may pass through the filtration/clarification system.
- Plans showing the location of a disposal area on site for concentrate from filter backwash, clarifiers, and any accumulated sediment in the rearing channel that is periodically flushed out during shut down operations.

To the maximum extent feasible, the intake should be located and configured so as to reduce the potential for bedload and organic debris to be drawn into the system. However, it is likely in the future that there will be periods with relatively high bedload (see Figure 5), organic debris, and suspended load. The Consultant should note that depending on where an intake is located, the screened intake must be capable of operation with limited maintenance over a depth range of several feet in the water column. The screen shall include a mechanism for self-cleaning. The portion of the system in the river bottom or on the river streambank shall be protected from winter high flows.

The Consultant shall evaluate available data on sediment transport estimates, turbidity, and debris loads and recommend a filtration/clarification system and alarm system that would allow operations to change from single pass to partial or full recirculation in order to prevent overload of filtering and pumping systems.

A filtration/clarification system may be either above or below ground; however, ease of maintenance is highly desirable. The intake and filter system must be capable of operation during periods when organic material, debris, silt, sand, and gravel are entrained in river flows. Single-pass flow through operation may be able to continue up to a flow that contains a bedload and/or suspended load or debris load that cannot be effectively be filtered (note: this condition may not be associated with a single flow level in the river, but may vary depending on load). The intake design shall incorporate low maintenance as a requirement and ease of access at low flows to the maximum extent feasible.

Material that is accumulated in the filter/clarifier system will need to be removed periodically and should be placed on site in a disposal area that is flooded at ordinary high water (e.g., the area on the gravel bar adjacent to the existing river intake). If it is not feasible to locate a disposal area on site that would be inundated periodically because of either space or NPDES limitations, the Consultant shall design a storage system that would be periodically emptied with material conveyed to an offsite disposal location.

Work on Sediment Entrainment

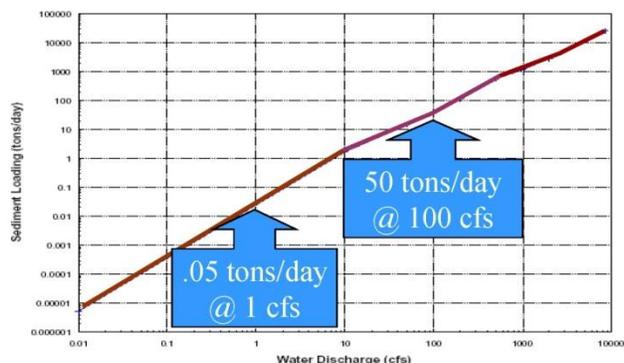


Figure 5.2. Baseline bed-material sediment rating curve for the upstream end of the project reach.

Source: Mussetter (2002)

13

Figure 5 – Expected future bedload sediment load

Task 5.2 Deliverables: Technical memo with a summary of information examined and recommendation for intake and pump design, appropriate documentation of inspections of existing facilities (e.g., notes, maps, photographs, survey information); summary of options considered; pros and cons for each option; preliminary drawings showing existing and proposed facilities; preliminary list or specifications for materials and equipment; preliminary cost estimate for the recommended alternative.

5.3 Recirculation System Preliminary Design

Prior to beginning work on a final design, the Consultant shall prepare at least one preliminary set of plans and cost estimate for the recirculating aquaculture system (RAS). The Consultant shall provide a technical summary and meet with MPWMD and others to review the preliminary design(s), prior to completing a final design. The Consultant shall provide the rationale for selecting or evaluating each alternative considered (i.e., the pros and cons). If only one alternative is proposed, the Consultant shall provide a rationale for excluding other alternatives.

The Consultant shall evaluate Carmel River water quantity and quality data and determine the approximate range of flows at which a recirculation system would be used. For purposes of this RFP, the Consultant should presume that partial or full recirculation of rearing channel flow will occur at Carmel River flows between about 1 cfs (full recirculation required) and 5 cfs (no recirculation required); however, this range may be altered during either the preliminary or final design phase. Full recirculation may also be required at flows with elevated bedload, suspended load, or debris load. It should be noted that there may be a delay of up to 16 hours for MPWMD staff to respond to an alarm indicating the system should be switched from once-through flow to partial or full recirculation mode.

The recirculating aquaculture system (RAS) must be capable of providing 2 cfs (900) gpm) to the rearing channel and quarantine system, using the pumps from the existing river intake system. The recirculation system should be capable of operating continuously for a period of up to several months either during the dry season at low flows or the wet season at high flows. The preliminary design must show how the RAS is integrated into the proposed plumbing system that includes the river intake and filtration system.

The Consultant should consider system losses (e.g., from percolation and evaporation along the rearing channel) during periods when the facility is in recirculation mode. The preliminary design should incorporate an ability to use small amounts of Carmel River water from the once-through river pump intake to replace system losses. If this is not feasible, the Consultant shall propose another method for replacing system losses.

The RAS must be designed to provide flow to the rearing channel and other systems in combination with flow from the river intake system. In partial recirculation mode, the RAS would provide 900 gpm, while the variable speed river intake pump would be operated to provide up to 450 gpm. In addition to being able to provide flow in a recirculation mode, the RAS is intended to provide a back-up pump system in case of failure of the river intake and pump system. Preliminary designs must include two separate pump enclosures (wet wells) each containing a 900 gpm pump located at or outside of the 1998 flood level line.

5.3.1 Water Quality Systems Design

Solid Waste Removal: It is anticipated that two separate solids waste systems may be required – one for use of river water and one when the system is in full recirculation mode. The disposal or cleaning systems for these filters shall be designed such that solids removal and any off-site disposal occurs no more than once every six months (annually is preferable). The Consultant shall evaluate existing feeding patterns and mechanisms for compatibility with feeding patterns appropriate for a partial or full recirculation system. If necessary for operation of the recirculation system, a new feeding system shall be designed.

Ammonia-Nitrogen Control: The proposed system must be capable of removing or altering any build-up of ammonia-nitrogen to level that is non-toxic to steelhead.

pH and Alkalinity: If necessary, a method shall be recommended or a system designed to control pH and alkalinity to an acceptable range.

Dissolved Oxygen Control: If necessary, an oxygenation system or diffused aeration system shall be designed to maintain adequate DO levels.

Carbon Dioxide Control and Removal: If necessary, a CO₂ removal system shall be designed.

Disinfection: if necessary, and based on the disease control assessment, a disinfection system shall be designed to control for identified steelhead diseases.

5.3.2 System Monitoring and Alarms

A water quality monitoring system shall be designed and integrated into the existing alarm and calling system at the site. The new system shall be capable of reporting critical parameters and provide alarms as necessary to protect steelhead. A preliminary set of parameters is shown below in Table 1. The Consultant shall develop a final table of water quality parameters and an alarm system capable of alerting off-site operators. The present flow alarm system consists of an out of date ‘Monitrol’ sensor control system, linked to a RACO Verbatim automated calling system. The Monitrol receives analog input from pump and generator switches and flow, depth, temperature and dissolved oxygen sensors and triggers the RACO system to send out a limited range of specific alarm call codes. The Monitrol sensor system must be replaced. The RACO calling system can be retained if it can be effectively integrated with a new sensor monitoring system.

It should be noted that that there may be a delay of up to 16 hours for MPWMD staff to respond to an alarm indicating system malfunctions or a warning to switch to recirculation mode.

Table 1 – Preliminary Facility Water Quality Guidance³

Parameter	Level for action	Monitoring Method	Frequency	Alarm
Dissolved Oxygen	< 8 mg/l	DO meter	Continuous	Automated
pH	To be determined	pH meter	Daily	N/A
Carbon Dioxide	> 10 mg/l	Wet Chem/pH meter	As needed	If necessary
Alkalinity	To be determined	Wet Chemistry	Daily	N/A
Temperature				
Quarantine tank	> 68°F	Thermocouple	Continuous	Optional
Rearing Channel	6-10°F below C. River	Thermocouple at headworks	Continuous	N/A
Total Ammonia Nitrogen	To be determined	Wet Chemistry	Daily	If necessary
NO ₂ , NO ₃	To be determined	Wet Chemistry	Daily	N/A
Rearing Channel Inflow at Headworks	< 1,350 and < 900 gpm	Mech/Elec	Continuous	Automated
Intake and Cold Well Sump Water Level	Based on pump requirements	Mech/Elec	Continuous	Automated
Rearing Channel Water Elevation	Low and high level to be determined	Pressure transducer	Continuous	Automated
Suspended Sediment	> 10 NTU	Turbidity meter	User setting	Automated

³ Consultant to propose an appropriate set of guidance/alarms with the final plans and specifications.

The proposed recirculation system must be fully integrated into the existing operation. This includes retrofitting or modifying all existing systems to run as 100% flow-through, partial recirculation, or 100% full recirculation mode with only limited amounts of Carmel River water to replace system losses.

Task 5.3 Deliverables: Memo with a summary of information examined; preliminary drawings showing existing and proposed facilities; preliminary specifications for materials and equipment. The memo should contain a recommendation concerning the type of recirculation system and components based on the pros and cons of the layouts and equipment considered.

5.4 Final Intake and Recirculation Design

After written concurrence from MPWMD concerning the selection of the final design option, the Consultant shall prepare a draft of all plans and specifications and an engineering estimate (PS&E) for review by MPWMD and others. Plans shall include at a minimum:

- Dewatering plan for relocation of river intake.⁴
- Flow diagram showing proposed water flow through system components in once-through, partial recirculation, and full recirculation modes.
- Structural drawings for installation of a river intake screen, streambank protection, clarifier/filter(s), and wet well pump housing.
- Structural drawings for installation of two pump enclosures for recirculation pumps.
- Piping plan showing existing facilities that will be removed or modified and how proposed improvements will connect to existing facilities.
- Plan for modifying the channel discharge area (if a modification is required).
- Electrical plan detailing connections to existing systems and new wiring.
- Recirculating aquaculture system elements, including filter(s).
- Alarm system plan showing where monitoring (probes) and alarm system components are located.
- Grading plan for excavation of an onsite disposal area (if deemed feasible).
- Detail sheet(s).

Specifications shall include at a minimum:

- Materials and equipment.
- Construction methods and requirements.

Plans and specifications shall be reviewed by the Consultant for conformance with local standards and generally accepted engineering standards. MPWMD shall provide the Consultant

⁴ The only work allowed in the flowing stream will be to build a diversion. The dewatering plan must allow all river flow to be carried through the construction site. If the project is carried out while there are construction activities associated with the removal of the San Clemente Dam and Carmel River reroute, all work in the channel at Sleepy Hollow must be coordinated with that project.

with written comments on draft PS&Es. The Consultant shall prepare a construction cost estimate based on the Final Plans and Specifications.

Task 5.4 Deliverables: Draft and Final Plans and Specification; construction cost estimate.

5.5 CEQA/NEPA Analysis

MPWMD will be the lead agency for California Environmental Quality Act (CEQA) compliance. The NEPA lead agency will likely be the U.S. Army Corps of Engineers, since work will involve activities in the Carmel River channel. Table 1 below describes the permits and authorizations necessary for the project. A federal permit for work in the channel could be authorized under either an existing Regional General Permit (RGP 24460S) issued to MPWMD or can be authorized under the Nationwide Permit system. The determination of which Corps permit is appropriate will be made by the Corps in consultation with NMFS after submittal of preliminary plans and a project description. State authorizations are possible under existing agreements. Similar to the federal authorization, a determination will be made after submittal of preliminary plans and a project description. Local permits will also be required.

There are several existing documents relevant to the environmental analysis and the work necessary to obtain authorizations for the project that the Consultant may wish to consider including:

- 1994 Mitigated Negative Declaration (MND) and supporting documents by MPWMD for the original construction of the SHSRF
- Corps RGP 24460S issued to MPWMD
- USFWS biological opinion 8-8-10-F-46 for RGP 24460S
- NMFS biological opinion 2010/02234 for RGP 24460S
- RWQCB Water Quality Certification No. 32711WQ08 for RGP 24460S
- Routine Maintenance Agreement (RMA) No. 1600-2013-0053-R4 between MPWMD and CDFW
- San Clemente Dam Seismic Safety Project, Final EIR/EIS, January 2008

In addition, the environmental documents associated with the San Clemente Dam Removal and Carmel River Reroute Project previously analyzed many of the potential environmental impacts due to a project in the Carmel River very near the SHSRF.

RGP 24460S describes the SHSRF upgrade in concept and the existing RMA between MPWMD and CDFW may allow CDFW to issue a streambed alteration agreement for the work; however, in order for each agency to make a determination of whether the project can be authorized, a detailed project description, preliminary plans, and description of potential impacts will need to be developed.

For environmental compliance, the Consultant should consider a scope of work that anticipates securing new federal, state, and local permits and authorizations, rather than relying on existing authorizations. Should federal and state agencies indicate that authorization may be possible

under existing permits and agreements, less work may be required, and some Tasks associated with environmental compliance would be scaled back or deleted from the scope of work.

5.5.1 CEQA/NEPA Analysis and Permit Acquisition

The Consultant will be expected to take the lead in preparing all technical documents necessary for CEQA compliance. MPWMD will be the lead agency responsible for CEQA actions. Based on previous in-channel work and experience with rearing facility, it is likely that either a Negative Declaration (ND) or Mitigated Negative Declaration will comply with CEQA requirements. The determination of which CEQA action would be appropriate will be made after circulation of an Initial Study (IS) and proposed Negative Declaration (ND). The Consultant will also take the lead in preparing permit applications, technical documents required by resource agencies, and will provide a point of contact for responding to agency requirements.

Task 1 – Project Description. The Consultant shall prepare a Project Description that describes the characteristics of the proposed Project and construction details, including but not limited to, Project background, location, objectives, construction schedule and equipment, and graphics to illustrate the Project plans. Note that the Project Description should describe construction activities, potential impacts, and recommended measures to minimize environmental impacts (see existing authorizations and permits for work in the Carmel River for avoidance and minimization measures). The draft Project description will be reviewed by MPWMD and may be reviewed by other agencies that are cooperating on this project.

Task 1 Deliverables: Draft and Final Project Description.

Task 2 – Prepare Initial Study and Coordinate with Lead Agency

After preparation of the draft Project Description, the Consultant will prepare a draft Initial Study (IS) and associated documents and meet with MPWMD to review the drafts and set a schedule and process for making a CEQA determination. MPWMD will be responsible for holding a public meeting and for preparation of CEQA findings; however the Consultant will be responsible for preparing a public notice, circulating the notice, compiling, evaluating, and preparing draft responses to any comments received on an IS and proposed Negative Declaration. If any comments are received, MPWMD will revise the Negative Declaration (or Mitigated Negative Declaration, if appropriate) and findings based on the Consultant's recommendations and hold a hearing to certify the environmental document. The Consultant will be responsible for preparing transmittals and submitting required copies to the State Clearinghouse

The Consultant should note that many areas of analysis associated with an IS and ND or MND have been analyzed previously for either the 1994 MND or the San Clemente Dam Seismic Safety Project. These documents should be reviewed for applicability in developing the IS and ND or MND for the rearing facility upgrade.

Task 2 Deliverables: Draft (for review by MPWMD) and Final Initial Study (for publication); Notice of Initial Study and Intent to Adopt a Negative Declaration; draft (for MWPM review)

and final response to comments; Final Negative Declaration or Mitigated Negative Declaration for adoption by MPWMD; transmittal with copies to State Clearinghouse.

Task 3 – Corps, RWQCB, CDFW, and Monterey County Authorizations

With this task, the Consultant will prepare signature-ready project submittal packages to be sent to resource agencies. Table 1 describes permits required for this project and potential pathways for securing permits. MPWMD will submit project notifications and request authorization for the project construction under existing permits and agreements. The Consultant will work with each agency to determine the appropriate permit path. The Consultant should anticipate at least two teleconferences with each of the following federal and state agencies:

- U.S. Army Corps of Engineers (USACOE) – Corps 404 permit
- U.S. Fish and Wildlife Service (USFWS) – biological opinion for Corps 404 permit
- National Oceanic and Atmospheric Administration (NMFS) – biological opinion for Corps 404 permit
- California Department of Fish & Game (CDFG) – 1601 Streambed Alteration Agreement
- Regional Water Quality Control Board (RWQCB) – 401 Water Quality Certification and NPDES permit

A notification package shall be prepared containing all the following information:

- maps and plans, including but not limited to a project description including date and duration of construction;
- an erosion control plan;
- a temporary streamflow diversion plan;
- description of avoidance and minimization measures used during construction activities;
- a mitigation and monitoring plan; and,
- identification of listed species and life stages that may use the project area at any time.

Depending on the permit path chosen by each agency, the Consultant may be required to prepare the following additional technical documents:

- Wetland delineation (for a new Corps permit)
- Biological assessment (federal required format – may require federal agency contacts with Corps, NMFS, USFWS)
- Biology report (state required format – may require contact with CDFW)

The Consultant will also prepare a permit application to Monterey County Planning Department (County), respond to requirements from that agency, attend any public meetings or hearings held to review the project (if necessary), and meet with County staff to review project conditions (if necessary). The County must issue a grading permit for streambank alteration and onsite improvements. Depending on the type and location of the proposed intake in the Carmel River, the Monterey County Water Resources Agency (MCWRA) may also be consulted by County Planning for potential impacts to flood elevations (MCWRA is the FEMA administrator for the Carmel River). It should be noted that although the proposed intake would be located within the 100-year floodway of the Carmel River, there are no habitable structures or infrastructure that would be affected by relocation of the intake. The Consultant will be expected to work with MCWRA staff to assess any potential impacts to the floodway from a relocation of the river

intake; however, a hydraulic analysis or documentation of a change in the FEMA floodway map for the project area is not within the scope of this task.

The Consultant will coordinate with MPWMD on each agency's requirements or proposed conditions for each permit before a final permit is issued.

The Consultant should note that there are two potentially different permit pathways for the following permits:

- U.S. Army Corps of Engineers (USACOE) – Corps 404 permit
- California Department of Fish & Game (CDFG) – 1601 Streambed Alteration Agreement
- Regional Water Quality Control Board (RWQCB) – 401 Water Quality Certification
- RWQCB NPDES permit

The budget in the proposal will be evaluated based on the cost and tasks for securing new permits or authorizations; however, if construction can be carried out under existing permits and authorizations, the budget for securing permits may be reduced.

Table 1
List of Permits and Authorizations

Agency /Entity	Permitting Regulation/Approval Requirement	Discussion/Consultant Tasks
Federal Agencies		
<p>Army Corps of Engineers (USACE)</p>	<p>Authorization under Regional General Permit (RGP) 24460S or Nationwide or Individual Section 404 Permit (Clean Water Act, 33 USC 1341)</p>	<p>Projects that would discharge dredged or fill material into waters of the United States, including wetlands, require a USACE permit under Clean Water Act Section 404. The Corps issued RGP 24460S to MPWMD, which included the intake upgrade as part of the RGP project description. MPWMD will send a project notification to the Corps and based on a detailed intake upgrade project description, the Corps must determine if the project is consistent with the requirements for RGP 24460S.</p>
<p>U.S. Fish and Wildlife Service (USFWS)</p>	<p>Endangered Species Act (ESA) compliance Section 7 consultation</p>	<p>The Army Corps of Engineers may be required to consult with the USFWS to determine whether the proposed project is likely to adversely affect a federally listed terrestrial or freshwater animal or plant species under USFWS jurisdiction, or the designated critical habitat for such species.</p> <p>The Corps issued RGP 24460S to MPWMD, which included a general description of the intake upgrade, and USFWS issued biological opinion 8-8-10-F-46 for the RGP. MPWMD will send a notification package to the Corps and USFWS (the Corps also notifies USFWS). USFWS may comment on the project; however, under RGP 24460S, USFWS is not required to comment or otherwise condition the project.</p> <p>Should either the Corps or USFWS not agree that the project can be authorized under the existing RGP, MPWMD will work with the Corps to determine the appropriate Nationwide or Individual permit necessary to authorize the work. The Consultant shall prepare all necessary assessments, descriptions of potential impacts, and work directly with the Corps and other federal agencies to secure a permit.</p>

Table 1
List of Permits and Authorizations

Agency /Entity	Permitting Regulation/Approval Requirement	Discussion/Consultant Tasks
<p>National Oceanic and Atmospheric Administration (NMFS)</p>	<p>Endangered Species Act compliance Section 7 consultation</p>	<p>The Army Corps of Engineers is required to consult with the NMFS to determine whether the proposed project is likely to adversely affect a federally listed terrestrial or freshwater animal or plant species, or the designated critical habitat for such species; jeopardize the continued existence of such species that are proposed for listing under ESA; or adversely modify proposed critical habitat.</p> <p>The Corps issued RGP 24460S to MPWMD, which included a general description of the intake upgrade, and NMFS issued biological opinion 2010/02234 for the RGP; however, NMFS did not include an analysis of the intake upgrade. Based on the selected intake configuration, the consultant will provide a project description and improvement site plans that identifies potential impact and areas of the Carmel River that may be affected. MPWMD will send a notification package to the Corps and NMFS and request authorization to carry out the project under RGP 24460S. This may require NMFS to issue an amendment to the existing biological opinion for RGP 24460S.</p> <p>Should either the Corps or NMFS not agree that the project can be authorized under the existing RGP, MPWMD will work with the Corps to determine the appropriate Nationwide or Individual permit to authorize the work. The Consultant shall prepare all necessary assessments, descriptions of potential impacts, and work directly with the Corps and other federal agencies to secure a permit.</p>

Table 1
List of Permits and Authorizations

Agency /Entity	Permitting Regulation/Approval Requirement	Discussion/Consultant Tasks
State Agencies		
<p>State Water Resources Control Board (SWRCB), Regional Water Quality Control Board (RWQCB)</p>	<p>401 Water Quality Certification (Clean Water Act Section 401) (potential)</p>	<p>Under Section 401 of the Clean Water Act, the RWQCB must certify that actions receiving authorization under Section 404 of the Clean Water Act also meet state water quality standards. RWQCB Region 3 issued WATER QUALITY CERTIFICATION NUMBER 32711WQ08 FOR CARMEL RIVER MAINTENANCE AND RESTORATION, MONTEREY COUNTY in association with RGP 24460S. Based on the selected project configuration, the consultant will provide a project description and improvement site plans that identifies potential impacts and areas of the Carmel River that may be affected. MPWMD will send a notification package to the RWQCB and request authorization to carry out the project under the existing 401 Certification.</p> <p>Should RWQCB not agree that the project can be authorized under the existing 401 Certification, the Consultant shall prepare all necessary assessments, descriptions of potential impacts, and work directly with the RWQCB to secure a permit.</p>
<p>RWQCB</p>	<p>NPDES discharge permit</p>	<p>The facility discharges to the Carmel River under a general permit (Order No. R3-2011-0223, NPDES No. CAG993001) for discharges with low threat to water quality. The Consultant shall determine whether the expanded facility can operate under this existing permit. If a new permit is required, the Consultant shall prepare the necessary documents, submit a permit application, and work directly with RWQCB staff to obtain a new permit.</p>
<p>California Department of Fish and Wildlife (CDFW)</p>	<p>Streambed Alteration Agreement (California Fish and Wildlife Code Section 1601-1603)</p>	<p>In order to substantially divert, obstruct, or change the natural flow or the bed, channel, or bank of any river, stream, or lake in California that supports wildlife resources, or to use any material from the streambeds, the CDFW must first be notified of the proposed activity. MPWMD entered into Routine Maintenance Agreement No. 1600-2013-0053-R4 with CDFW</p>

Table 1
List of Permits and Authorizations

Agency /Entity	Permitting Regulation/Approval Requirement	Discussion/Consultant Tasks
		<p>for activities with the Carmel River. Based on the selected intake configuration, the consultant will provide a project description and improvement site plans that identifies potential impacts and areas of the Carmel River that may be affected. MPWMD will send a notification package to CDFW and request authorization to carry out the project under the existing RMA.</p> <p>Should CDFW not agree that the project can be authorized under the existing RMA, the Consultant shall prepare all necessary assessments, descriptions of potential impacts, and work directly with the CDFW to secure a streambed alteration agreement.</p>
<p>California State Historic Preservation Officer (SHPO)</p>	<p>National Historic Preservation Act (NHPA) Section 106 Consultation (16 USC 470)</p>	<p>The NHPA requires federal permitting agencies to consider the effects of proposed federal undertakings on historic properties. Federal agencies are required to initiate consultation with the SHPO and give the Advisory Council on Historic Preservation a reasonable opportunity to comment as part of the Section 106 review process.</p> <p>If any federal permitting agencies determine that existing authorizations for Carmel River activities are not valid, then based on the selected project configuration, the consultant will provide a project description and improvement site plans that identifies potential impacts and areas of the Carmel River that may be affected. The Consultant will work with SHPO to determine any appropriate measure to be taken with the project.</p> <p>The Sleepy Hollow steelhead rearing facility is within the area designated as the San Clemente Dam historic district; however, no historic resources were found in the vicinity of the rearing facility. See Section 4.0 of the San Clemente Dam Seismic Safety Project April 2012, Draft SEIR, Cultural Resources 4.10-12</p>

Table 1
List of Permits and Authorizations

Agency /Entity	Permitting Regulation/Approval Requirement	Discussion/Consultant Tasks
State Coastal Conservancy (SCC)	Contract approval for construction	The SCC administers Settlement Agreement funds to be used for construction and may review draft and final plans.
Regional/Local Agencies		
Monterey County Resource Management Agency (RMA)	Grading Permit (Grading and Erosion Control Ordinance, Monterey County Code 16.08 – 16.12)	Grading, subject to certain exceptions, requires a permit from the Monterey County Planning and Building Inspection Department. Grading permit decisions may be appealed to the five-member Board of Appeals, which has been appointed by the Board of Supervisors, and subsequently to the Board of Supervisors.
	Erosion Control Permit (Grading and Erosion Control Ordinance, Monterey County Code 16.08 – 16.12)	An Erosion Control Permit from the Director of Building Inspection is required for any project development and construction activities (such as site cleaning, grading, and soil removal or placement) that is causing or is likely to cause accelerated erosion. Permit decisions may be appealed to the Board of Appeals and subsequently to the Board of Supervisors.
Monterey County Water Resource Agency	Administrator for FEMA Flood Insurance Program/Consultant to Monterey County RMA	The Proposed Project may affect the designated floodway of the Carmel River and will require review for conformance with regulations for development within the floodway; however, there are no habitable structures within the designated Carmel River floodway upstream of the project to San Clemente Dam (at the upstream end of the designated floodway). There are no habitable structures in the floodway for several miles downstream of the project.

Table 1
List of Permits and Authorizations

Agency /Entity	Permitting Regulation/Approval Requirement	Discussion/Consultant Tasks
Monterey Peninsula Water Management District	Compliance with CEQA	The MWPMD Board of Directors must determine that the project is in compliance with CEQA. SCC to concur with CEQA determination in order to enter into a funding agreement for construction.
Private Entities		
Landowners		Cal-Am is the only landowner involved and has agreed to execute a construction access agreement (see below).
California American Water Company (CalAm)	Access agreement	CalAm has agreed to negotiate an agreement with the Monterey Peninsula Water Management District for construction access.
Pacific Gas and Electric	Electric Power Will-Serve Letter/Purchase Agreement	New construction and/or additions may need an “ability to serve” letter stating that Pacific Gas and Electric can serve power from existing (or if necessary, upgraded) infrastructure. If required, Monterey Peninsula Water Management District and PG&E will negotiate for a specific amount of time and cost.

5.6 Project Management

5.6.1 – Project Management

This task consists of standard project management tasks, including scheduling, budget tracking, invoicing, and general project communications. Also included in this task are regular communications with agency staff, conference calls as required, and progress reports no less frequently than quarterly and no more frequently than monthly. Progress reports shall include at a minimum: description of tasks performed and accomplishments; a comparison of budgeted vs. actual expenses; and a discussion of the progress of the schedule. Note that MPWMD will pay Consultant invoices monthly, if necessary. Progress reports and reimbursement requests for expenses will be provided to the State Coastal Conservancy on a quarterly basis, at a minimum.

The Consultant shall facilitate meetings with MPWMD, SCC, and other interested parties including, but not limited to: 1) kick-off meeting (all parties); 2) review of existing and proposed operations by aquaculture specialist (in the field w/MPWMD); 3) review of preliminary intake options (all parties); 4) review of preliminary recirculation options (all parties); 5) review of draft and final PS&E (review meetings w/MPWMD w/ opportunity for other parties to comment or attend meetings). Meetings will generally be held at the MPWMD Ryan Ranch office, unless other arrangements are made.

Task 5.6 Deliverables: Invoices; progress reports; copies of communications among agencies and consultants (if appropriate); meeting minutes.

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT will be for a period of 18 months. Any modifications to the term can only be by written authorization from MPWMD based on potential future extenuating circumstances that may require an extension.

6.2 The AGREEMENT shall contain a clause that provides that the District reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause. See Sample Agreement, Section IX for additional details on typical final payment terms, which includes payment for services up to the issuance of a written Notice of Cancellation.

7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

7.1.1 Consultant should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

**Proposal or Qualifications Package Layout;
Organize and Number Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT INFO) SIGNATURE PAGE RECEIPT OF SIGNED ADDENDA (IF ANY) TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	KEY STAFF PERSONS
Section 5	LITIGATION HISTORY (if any)
Section 6	TECHNICAL ASPECTS OF PROPOSAL
Section 7	PRICING
Section 8	EXCEPTIONS
Section 9	APPENDIX

Section 1 **Requirements:**

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide organization information and Contact information as follows:

Contact Info: The name, address, telephone number, e-mail and fax number of Consultant's primary contact person during the solicitation process through to potential contract award.

Organization Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subconsultants) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation) Proposal packages submitted without this page will be deemed non-responsive. Original wet signatures are encouraged; however, copies of original signed documents or proposals signed with electronic signatures will be deemed the same as a wet signed original.

Table of Contents – include a table of contents in the Proposal.

Section 2, Pre-Qualifications/Licensing Requirements:

Consultant must acknowledge in writing that it meets all of the prequalifications and licensing requirements to perform the Scope of Work as outlined within this RFP.

Consultant shall possess and maintain all permits, licenses, and professional credentials necessary to provide services as specified under this RFP which may include but is not limited to:

- Licensed Professional Land Surveyor
- Licensed Professional Civil Engineer
- Licensed Professional Mechanical Engineer
- Qualified Aquaculture Specialist
- Qualifications for carrying out CEQA/NEPA analysis and compliance

Section 3, Project Experience & References:

Experience & References: The Consultant shall provide concise, 1-3 page descriptions of comparable project experience, either in progress now or completed within the last five (5) years, for which your organization provided similar services. Include the following information for each project listed:

- Project name, location, size and date completed
- Project owner's name. Also list the contact information (name, phone number and email address if possible) as the District may conduct reference checks using this information.
- Description of services performed by your organization
- List members of the proposed project who worked on the projects described and their roles.

The descriptions should describe and demonstrate your organization's experience in the following areas:

History & Data Compilation: Collecting and summarizing technical reports.

Surveying Services: Collecting and analyzing survey data. Include specifics regarding site and type of assessments used, as well as, any innovative problem resolution. Consultant should provide at least two examples of projects that address the basic surveying and engineering skills required for the project (note that several points of control have been established in the vicinity of the project). A valid California State Surveyor's license is required.

Civil Engineering Design and Cost Estimating: Assessing existing conditions and implementing engineering solutions. Describe experience with developing construction cost estimates, planning, design, and implementation of previous projects. Consultant should provide at least three examples of river screen/intake systems designed by the team. Examples should

demonstrate Consultants experience designing an intake upgrade and structures with issues similar to those at SHSRF (i.e., working in a river with salmonids). A valid California State Civil Engineering license is required.

Aquaculture and Mechanical Engineering Design: Assessing existing mechanical systems and implementing engineering solutions that include recirculation systems with a size and capacity proposed. The Consultant should provide at least two examples of designing a recirculating aquaculture system with discussion of the issues the system had to address (note that similar projects completed under a Civil Engineer’s supervision are also acceptable). A valid California State Mechanical or Civil Engineering license is required.

Aquaculture experience must include assessment, design, and/or recirculating aquaculture operations with cold water salmonids (i.e., steelhead, in particular).

CEQA/NEPA: Analyzing impacts and preparing environmental review documents. The Consultant should demonstrate experience with requirements of the California Environmental Quality Act and the National Environmental Policy Act, in particular, assessing potential impacts involving activities within streams listed as critical habitat for salmonids or in streams involving waters of the United States. The Consultant should provide at least three examples of experience with preparation of documents and the CEQA/NEPA process for projects in waters of the State of California or waters of the United States (as defined under the Clean Water Act), preferably with at least one project involving CEQA compliance in Monterey County.

Section 4 Key Staff Persons:

Consultant shall identify key staff, their role in the project, and their qualifications and experience for the proposed role in the project. Please reference applicable California licenses/registrations for proposed civil engineering staff, licensed professional land surveyor staff, and licensed professional mechanical engineering staff.

Consultant Organization and Subconsultants: A factor in selecting a Consultant will be the level of experience demonstrated by the Consultant’s team in key areas such as salmonid aquaculture, intake and fish screen design, and environmental analysis (i.e., CEQA/NEPA compliance). Therefore, it is expected that the Consultant team identified in a proposal will complete most, if not all, design tasks.

Section 5, Litigation History (if any):

Provide specific information on your organization’s (and that of all organizations included in the project team) litigation history in the last five (5) years, termination for default, litigation by or against your organization, and judgments entered for or against your organization. If there is no litigation history in the past five (5) years, please so state.

Section 6, Technical Aspects:

Consultant shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to complete the described work within 18 months of the execution of the Agreement.

RFP Scope: The information contained within this RFP is a general outline of the scope of work to be provided by the selected Consultant. It is intended as a guide only, and the specific scope of work to be provided by the Consultant must be included within their proposals. All potential respondents to this RFP are advised to include any information and/or procedures, which they deem pertinent and critical for the success of this project. Items that are added to the Tasks described above should be clearly identified within the proposal and should be supported with appropriate reasoning for addition. The cost of such items to be added should be separately noted as “Optional Tasks” within the proposal. Similarly, any additional costs that in the opinion of the proposer must be expended to make the project operational shall be identified as such within the cost estimate section of their proposal. It should be understood, however, that the District requires a single comprehensive system and that the main tasks identified within this RFP are not optional and must be included in all prospective proposals.

Section 7, Pricing:

The proposal shall include a budget, work schedule, and timeline to complete the tasks and project deliverables to meet the District’s needs as indicated in this RFP. Consultant shall price the cost of work based on the project deliverables outlined in this RFP. Consultant shall provide a written and signed statement confirming their proposal is inclusive of all elements necessary to complete all goals, tasks, and project deliverables within 18 months of the execution of the Agreement.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY PENINSULA WATER MANAGEMENT DISTRICT SOLICITATION FOR Sleepy Hollow Steelhead Rearing Facility Intake Upgrade”. Each Exception shall reference the page number and section number, as appropriate. Consultant should note that the submittal of an Exception does not obligate the District to revise the terms of the RFP or AGREEMENT.

Section 9, Appendix (optional)

This section may include any supporting documentation.

8.0 SUBMITTAL INSTRUCTIONS

8.1 REQUIREMENTS:

To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:

8.1.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three (3) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP for Sleepy Hollow Steelhead Rearing Facility Intake Upgrade”. In addition, submit one (1) electronic version of the entire proposal package on a read-only CD or DVD or by e-mail (file size up to 50 Mb). USB memory sticks are **NOT acceptable**. PDF file format is preferred; however, Word, and Excel may also be acceptable. Additional copies may be requested by the District at its discretion.

8.1.2 Proposals packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed. The minimum font size in the main text shall be 12 point or larger with a minimum of 10 point for figures and tables. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.1.3 Reproductions of the seals for the Monterey Peninsula Water Management District, or the State Coastal Conservancy shall not be used in any documents submitted in response to this solicitation.

8.1.4 Consultant shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.1.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.2 CONFIDENTIAL OR PROPRIETARY CONTENT: Any page of the proposal package that is deemed by Consultant to be a trade secret by the Consultant shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.3 ADDITIONAL REQUIREMENTS

8.3.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION TITLE and CONSULTANT’S COMPANY NAME.**

8.3.2 Mailing Address: Proposal packages shall be mailed or delivered to the District at the mailing address indicated on the **Signature Page** of this solicitation.

8.3.3 Due Date: Proposal packages must be received by the District ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the Consultant to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

8.3.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

8.3.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. The District reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a Consultant's ability to perform the work adequately as specified.

8.3.6 Ownership: All submittals in response to this solicitation become the property of the District. If a Consultant does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

8.3.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

8.3.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

9.1 The selection of Consultant and subsequent contract award will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. Consultant should submit information sufficient for the District to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

9.2 The selection criteria include, but are not limited to, the following:

- Qualifications and experience;
- Understanding of project goals;
- Proposed methodology to fulfill the intent of this RFP;
- Ability and capacity to fulfill the intent of this RFP;
- Reasonable budget, work schedule, and timeline.

9.3 AGREEMENT award may not be based on cost alone.

10.0 CONTRACT AWARDS

10.1 Multiple Award(s): It is the intent of the District to award a single contract for this work.

10.2 Board of Directors: The award made from this solicitation is subject to approval by the Monterey Peninsula Water Management District Board of Directors and concurrence by the Executive Office of the State Coastal Conservancy.

10.3 Interview: The District reserves the right to interview selected Consultant before a contract is awarded. The costs of attending any interview are the Consultant's responsibility.

10.4 Incurred Costs: District is not liable for any cost incurred by Consultant in response to this solicitation.

10.5 Notification: Unsuccessful Consultants who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

10.6 In District's Best Interest: The award resulting from this solicitation will be made to the Consultant that submits a response that, in the opinion of the District and the State Coastal Conservancy, best serves to complete the intake upgrade design work.

10.7 No Guaranteed Value: District does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

10.8 Contract retentions: 10% of the contract price will be retained until completion of all work associated with this RFP. See Section II. B in the Sample Agreement.

11.0 SEQUENTIAL CONTRACT NEGOTIATION

The District will pursue contract negotiations with the Consultant who submits the best Proposal or is deemed the most qualified in the opinion of the District and SCC, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either District or Consultant, District may pursue contract negotiations with the entity that submitted a Proposal which District and SCC deems to be the next best qualified to provide the services, or District may issue a new solicitation or take any other action which it deems to be in its best interest.

12.0 AGREEMENT TO TERMS AND CONDITIONS

Consultant selected through the solicitation process will be expected to execute a formal AGREEMENT with District for the provision of the requested service. The AGREEMENT shall be written by District in a standard format approved by District Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean Consultant HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and **SAMPLE AGREEMENT** herein, except as noted in the EXCEPTIONS section of Consultant’s proposal. District may, but is not required to, consider including language proposed by the Consultant as revisions to the AGREEMENT, and any such proposed revisions to the AGREEMENT shall be included in the EXCEPTIONS section of Consultant’s proposal.

13.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the submittal will become the property of the District when received by the District and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The District will not disclose proprietary information to the public, unless required by law; however, the District cannot guarantee that such information will be held confidential.

SIGNATURE PAGE

ISSUE DATE: January __, 2015
RFP EXTENSION DATE: _____

**RFP: Sleepy Hollow Steelhead Rearing Facility
Raw Water Intake and Water Supply System Upgrade**

**PROPOSALS ARE DUE IN
THE DISTRICT OFFICE BY
3:00 P.M., LOCAL TIME, ON: MARCH __, 2015**

MAILING ADDRESS:
Monterey Peninsula Water Management District
5 Harris Court, Building G
Monterey, CA 93940

QUESTIONS ABOUT THIS RFP #10340 SHOULD BE DIRECTED TO
Larry Hampson, larry@mpwmd.net, (831) 658-5620 or (831) 238-2543

Consultant **MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:**
1 original plus 3 copies = total of 4 copies plus one CD or DVD (no USB sticks)

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

Consultant **MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL**

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package and the identified exceptions. I further attest that I am an official officer representing my organization and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

Registered California Civil Engineer Name and License No.

Registered California Land Surveyor Name and License No.

Registered California Mechanical Engineer Name and License No.

SAMPLE AGREEMENT

AGREEMENT BETWEEN THE

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND

FOR PROFESSIONAL SERVICES TO PROVIDE ASSISTANCE WITH DESIGN AND PERMITS FOR THE SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE

THIS AGREEMENT is entered into this ____ day of _____ 2015, by and between _____, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

**SECTION I
SCOPE OF SERVICES**

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

**SECTION II
COMPENSATION**

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

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

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

C. MAXIMUM PAYMENT

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

D. LATE PERFORMANCE PENALTY

Time is of the essence to this Agreement. In the event Consultant is unable to perform satisfactory work within thirty (30) days of the date such work is due pursuant to **Exhibit C**, Work Schedule, MPWMD may, in its discretion, withhold an additional ten percent (10%) of the fees which would otherwise be payable pursuant to the fee schedule set forth in **Exhibit B**.

In the event Consultant is unable to perform satisfactory work within sixty (60) days of the date such work is due pursuant to **Exhibit C**, Work Schedule, MPWMD SHALL withhold twenty percent (20%) of the fees which would otherwise be payable pursuant to the Fee Schedule set forth in **Exhibit B**, and SHALL reduce the maximum payment stated in Section II, Paragraph C of this Agreement by twenty percent (20%). Said reductions shall be deemed liquidated damages for the untimely performance of work required by this Agreement, and the Consultant shall be deemed to have waived any claim for such fees by reason of his/her failure to perform in a timely fashion.

SECTION III
INSPECTION OF WORK

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

SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD. Digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) layers shall be considered separate deliverables and shall be provided to MPWMD after acceptance by MPWMD of the final work product(s).

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

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD

- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables shall include the following:

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

Consultant may retain copies for his/her own use.

SECTION V TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule. Time is of the essence to this Agreement, and late performance shall result in a waiver of a part of the fees payable pursuant to the terms of this Agreement.

SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subconsultants, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that he/she is familiar with such materials in the possession of MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.

- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subconsultants or subconsultants in the performance of this Agreement.

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

SECTION VII INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect for the following forms of coverage as shown in **Exhibit D**, Insurance Requirements.

SECTION VIII CHANGES AND CHANGED CONDITIONS

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

Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph (D) of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.
- B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

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

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

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV DISPUTES

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

construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XV
NOTICES

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

MPWMD: Larry Hampson, District Engineer
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 Monterey CA 93940
 or
 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT:

SECTION XVI
AMENDMENTS

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

SECTION XVII
ATTACHMENTS

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

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

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David J. Stoldt, General Manager

CONSULTANT

BY:

FEDERAL TAX IDENTIFICATION NUMBER: _____

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. X Owners & Consultants Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this Agreement shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless the District.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that the Consultant carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
- 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)

- B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."
 - C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization."
 - D. All policies shall contain a provision that the insurance company shall give the District at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
 - E. Certificates of Insurance for the current policies shall be delivered by the Consultant to the Risk Manager for the District as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District
Attn: Administrative Services Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.