

SEASIDE BASIN WATERMASTER  
REQUEST FOR SERVICE

DATE: 7/1/2009

RFS NO. 2009-03

(To be filled in by WATERMASTER)

TO: Martin Feeney  
Martin Feeney  
PROFESSIONAL

FROM: Robert Jaques  
WATERMASTER

**Services Needed and Purpose:** Install a monitoring well in the inland area of the former Fort Ord, as described in Attachment 1.

**Completion Date:** All work of this RFS shall be completed not later than 90 calendar days from the date of execution of this RFS No. 2009-03, as described in Attachment 1.

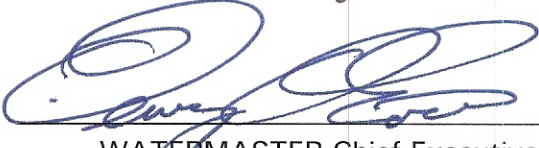
**Method of Compensation:** Time and Materials (As defined in Section V of Agreement.)

**Total Price** Authorized by this RFS: \$ 262,599.00 (Cost is authorized only when evidenced by signature below.) (See Attachment 1 for derivation of Estimated Costs).

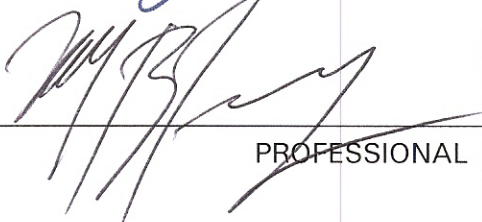
**Total Price** may not be exceeded without prior written authorization by WATERMASTER in accordance with Section V. COMPENSATION.

Requested by:   
WATERMASTER Technical Program Manager

Date: 7/3/09

Authorized by:   
WATERMASTER Chief Executive Officer

Date: 7/27/09

Agreed to by:   
PROFESSIONAL

Date: 7/3/09

# ATTACHMENT 1

## SCOPE OF WORK, ESTIMATED COSTS, AND SCHEDULE

### BACKGROUND

The Scope of Work for this RFS No. 2009-03 covers the performance of the work to install a clustered monitoring well and to perform related work, as described in the *Seaside Groundwater Basin Watermaster 2009 Inland Monitoring Well – Basis of Design (BOD)* dated June 2009 prepared by Martin B. Feeney.

### WORK TO BE PERFORMED

PROFESSIONAL will perform the tasks listed below:

**Task 1 – Project Management/Meetings** – This task includes project management and attendance at meetings. It is assumed that the Project Manager and/or the Lead Field Geologist may be required to attend up to three Watermaster Board and/or TAC meetings in the Monterey/Seaside Area during the course of the project. This task also includes work associated with project permit conditions compliance, contractor coordination, and well permitting support.

#### **Task 2 – Well Installation**

**Task 2.1 – Well Construction/Installation – Contractor Services** – This task includes construction of the three clustered wells as specified in the BOD. This includes well permitting, mobilization, drilling, geophysical logging, well construction, well development, fluid and cuttings management and disposal, surface enclosures, and site clean-up.

**Task 2.2 – Well Construction/Installation – Professional Services** – This task includes hydrogeologic services for coordination of drilling contractor field activities, geologic and geophysical logging of each well, and documentation of the activities and data collected.

#### **Task 3 – Initial Data Collection**

**Task 3.1 – Initial Water Level and Water Quality Data Collection** -- After completion and development of the wells, water level and water quality samples will be collected. Water quality samples collected be taken to State Certified Laboratory and analyzed for general mineral constituents.



**Task 3.2 – Well Head Survey** – After installation of well vaults, reference point elevations will be established by surveying. Survey services will be provided by Central Coast Surveyors – the surveyors that provided wellhead elevations for the Watermaster last year.

**Task 4 – Reporting** – After completion of Tasks 1 through 3, the collected data will be tabulated and summarized in brief reports. The report will include “as-built” construction, geologic and geophysical logs, hydrogeologic interpretations and a brief summary of operations.

All work under this RFS No. 2009-03 shall be performed in compliance with the conditions of approval granted by the U.S. Bureau of Land Management which allow the well to be installed on their property. These conditions are contained in Attachment 2.

## **COSTS**

### **Assumptions:**

- While available geologic information suggests that the depth of the deepest borehole will be approximately 800 feet, there is no assurance that this assumption is correct. To assure project success, a contingency to extend each of the three wells depths by up to 20% is included in the estimated drilling contractor costs. This will allow for modification of the well design based on geologic information collected from the initial deep bore. If footages are less, the overall project costs will be reduced.
- That the Watermaster’s clustered monitoring well is installed sequentially, i.e. either immediately before or immediately after, the well drilling work for California-American Water Company’s (Cal-Am) Bayonet Monitoring Well. Thus, the equipment needed by the drilling contractor to install the Watermaster’s well will already have been mobilized to the Seaside area, and will therefore reduce mobilization costs for the Watermaster’s well. If the Cal-Am Bayonet Well project is not undertaken by Cal-Am in time to complete the Watermaster’s monitoring well within the scheduled time, additional mobilization costs may be required.
- For budgetary purposes, it is assumed that the wells can be drilled and developed in 10 work days.

Costs for Task 2.1 (well construction/installation contractor costs) are PROFESSIONAL’s best estimates based upon prior well drilling experience in the Seaside area, but are not directly within the control of PROFESSIONAL. Those costs include the contingency amount described above. Costs for the other tasks are directly within PROFESSIONAL’s control and thus can be accurately estimated. Total costs for project management, well construction, initial data collection and reporting are estimated at \$262,599 and are summarized below, broken down by task. A detailed breakdown of these cost estimates is included in the attached table.

## **COST SUMMARY**

TASK	ESTIMATED COST
Task 1 – Project Management	\$ 3,980
Task 2.1 – Well Construction – Contractor Services	\$218,376
Task 2.2 – Well Construction/Installation – Professional Services	\$ 31,130
Task 3.1 – Initial Water Level and Water Quality Data Collection	\$ 1,773
Task 3.2 – Well Head Survey	\$ 1,865
Task 4 – Reporting	\$ 5,475
TOTAL	\$262,599

## **SCHEDULE**

The schedule will be controlled by the drilling contractor and staff availability. The selected contractor, Bradley and Sons, is currently scheduled to construct a monitoring well on Fort Ord for Cal-Am in July or August 2009. It is assumed that Bradley and Sons can install the Watermaster's monitoring well immediately before, or immediately following, the installation of Cal-Am's well. Therefore, the work of this RFS No. 2009-03 shall be completed not later than 90 calendar days from the date of its execution.

## **PROJECT PERSONNEL**

Martin Feeney will serve as project manager and project geologist. Mr. Feeney will be assisted by contract personnel from Pueblo Water Resources Associates, Inc (PWR). PWR is a geologic/hydrogeologic consulting firm formed by several of Mr. Feeney's former employees, each of whose talents and qualifications are well known to Mr. Feeney.



## COST BREAKDOWN

Seaside Groundwater Basin Watermaster									
<b>2009 Inland Monitoring Well</b>									
PRELIMINARY									
<b>BUDGET</b> <span style="float: right;"><b>\$262,599</b></span>									
<b>Professional Service</b>									
TASK DESCRIPTION	HOURS	FEE	\$175	\$150	\$135	\$120	\$65	\$50	\$80
			P/m	P/m Field Rate	Prof	Assoc	Word Proc	Data Entry	Graphics
Task 1 Project Management/Meetings	24	3,980	22				2		
Task 2.2 Well Construction - Professional Services	208	28,330		50	150		4		4
Task 3.1 Initial Data Collection	9	1,255	1		8				
Task 3.2 Surveying		715	1		4				
Task 4 Reporting	44	5,475	4		30		5		5
<b>TOTAL (LABOR)</b>			<b>28</b>	<b>50</b>	<b>192</b>		<b>11</b>		<b>9</b>
<b>Other Direct Charges (ODC)</b>									
			Number	Rate\$	Fee				
Task 2.1 Drilling - Bradley	1	202,200			218,376				
Task 3.1 Laboratory Services	3	150			518				
Task 3.2 Central Cost Surveyors	1	1000			1,150				
Per diem	20	140			2,800				
<b>SUBTOTAL (ODC)</b>					<b>222,844</b>				
<b>TOTAL COST</b>		<b>\$262,599</b>							

**ATTACHMENT 2**

**U.S. Bureau of Land Management Conditions of Approval**





Exhibit 1



EXHIBIT 2

CACA 050743

June 18, 2009

**RIGHT-OF-WAY  
STIPULATIONS  
WATERMASTER WELL DRILLING**

1. The Right-of-Way (ROW) and Temporary Use Permit (TUP) holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.
  2. The ROW and TUP are issued subject to valid existing rights.
  3. The ROW and TUP holder shall indemnify the United States against any liability for damage to life or property arising from the use of public lands under this grant.
  4. The ROW and TUP granted herein is for the drilling of a monitoring well displayed on the attached map. The ROW and TUP holder shall conduct all activities associated with the construction, maintenance, operation and termination of the ROW and TUP within the authorized limits of the ROW and TUP.
  5. Notwithstanding the expiration of this ROW or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this ROW, to the extent applicable, shall continue in effect and shall be binding on the ROW holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the ROW.
  6. Failure of the ROW and TUP holder to comply with applicable law or any provision of this ROW and TUP shall constitute grounds for suspension or termination.
  7. The ROW holder shall notify the Authorized Officer at least one week prior to moving equipment or vehicles onto BLM land. The Authorized Officer may require and schedule a preconstruction conference with the ROW holder and contractor prior to drilling. The contractor may not move equipment or vehicles onto BLM land more than three days prior to drilling and shall remove the same within three days after drilling.
  8. Use of pesticides and herbicides shall comply with the applicable federal and state laws. Pesticides and herbicides shall be used only in accordance with their
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registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides and/or herbicides, the ROW holder shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) and/or vegetation to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.

9. The ROW holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., on the ROW (unless the release or threatened release is wholly unrelated to the ROW holders activity. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
  10. The ROW holder shall comply with all applicable federal laws and regulations existing or hereafter enacted or promulgated. In any event, the ROW holder shall comply with the Toxic Substance Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substance that are used, generated by or stored on the ROW or on facilities authorized under this ROW grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR, 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102B. A copy of any report required or requested by any federal agency or state government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal agency or state government.
  11. Any cultural and/or paleontological resource (historical or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or federal land shall be immediately reported to the Authorized Officer. The ROW holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the ROW holder.
  12. The ROW holder acknowledges that the BLM will identify on the ground the exact location of the site to be developed prior to drilling and will mark the said location with ground marking paint. In order to locate underground utilities, the
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ROW holder shall contact the Underground Service Alert (USA) at least two workdays prior to drilling. BLM is unaware of any underground utilities at the proposed well drilling site.

13. The ROW holder shall secure the immediate premises during construction with construction flagging in consultation and agreement with the BLM Authorized Officer. The ROW holder acknowledges that the construction site is used by BLM employees and visitors as a parking area and the secured construction site shall not displace opportunities for BLM to have reasonable access for parking. Furthermore, the ROW holder acknowledges that the site is adjacent to a fire hydrant used for emergency services and construction purposes and shall not preclude access to the hydrant during construction and/or use. Finally, the ROW holder acknowledges that BLM needs access to the hose bib near the hydrant for water needs (including filling BLM herbicide tanks) and shall not preclude access to that hose bib during construction and/or use.
  14. The ROW holder shall be responsible for obtaining required permits and approval from state and local governments prior to initiating construction activities. This includes securing the appropriate access to the BLM site across lands administered by the U.S. Army (i.e. Eucalyptus Road and segments of Parker Flats Road) and the Fort Ord Reuse Authority (i.e. 8<sup>th</sup> Avenue Extension Road, and segments of Parker Flats Road and Parker Flats Cutoff Road)
  15. Disposal of all liquid and solid waste produced during the well drilling, shall be accomplished in an approved manner so it will not impact the air, soil, water, vegetation or wildlife.
  16. The well drilling site shall be maintained in a sanitary condition at all times; waste materials at the site shall be disposed of promptly at an appropriate waste disposal location. "Waste" means all discarded matter including but not limited to, human waste, trash, garbage, refuse, oil drums and petroleum products.
  17. Prior to termination of the ROW, the ROW holder shall contact the Authorized Officer to arrange a joint inspection of the well site. The purpose of the inspection will be to develop an acceptable termination (and rehabilitation) plan.
  18. A copy of these stipulations shall be posted at the construction site and available to all individuals involved with the well drilling operation.
  19. The monitoring well improvements shall be constructed in a manner such that no improvements will extend above the current grade of the ground surface. Requests to raise the current grade of the surface shall be approved by the BLM Authorized Officer prior to consideration and shall be accomplished at no cost to the United States should that be desired and approved.
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TP  
MARTI06

DATE (MM/DD/YYYY)  
06/25/09

**PRODUCER**  
  
(OC)Heffernan Prof. Practices  
1855 W. Katella Ave. #255  
Orange CA 92867  
Phone: 714-997-8100 Fax: 714-460-9935

**INSURED**  
  
Martin Blair Feeney -  
Hydrogeologist  
P.O. Box 23240  
Ventura, CA 93002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Fire Insurance	
INSURER B: Zurich American	
INSURER C:	
INSURER D:	
INSURER E:	


**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FF1U23065	06/04/09	06/04/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FFIE03887	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
B		<b>OTHER PROFESSIONAL LIABILITY</b>	EOC594007000	10/03/08	10/03/09	PER CLAIM \$ 2,000,000 AGGREGATE \$ 2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**\*EXCEPT FOR 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. SEASIDE GROUNDWATER BASIN WATERMASTER, ITS OFFICERS OFFICIALS EMPLOYEES & ITS VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY POLICY-SEE ATTACHED ENDORSEMENT**

**CERTIFICATE HOLDER**  
  
SEASIDE GROUNDWATER  
BASIN WATERMASTER  
ATTN: ROBERT S. JAQUES  
83 VIA ENCANTO  
MONTEREY CA 93940

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~MAIL~~ MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES~~  
 AUTHORIZED REPRESENTATIVE 

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**Architects and Engineers Extender Additional Insured Language\***

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the **Commercial General Liability Coverage Form:**

1. The following are added to **Section II – Who is an insured:**
  - a. **Person or organization required by Written Contract**

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.

However such person or organization is not an additional insured with respect to any:

    - (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
      - (a) Your Negligence: or
      - (b) The negligence of another person or organization for whom you are liable;
    - (2) "Bodily injury: "property damage" or "personal and advertising injury for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement.
    - (3) "Property Damage" to:
      - (a) Property owned, used or occupied by or loaned or rented to, such person or organization: or
      - (b) Property over which such person or organization is for any purpose exercising physical control:
    - (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advise, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

**Primary & Non-Contributory:** This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

**Per Project Aggregate:** Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III-Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

**Separation of Insureds:** Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the First Named Insured, this insured applies:

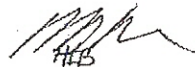
- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**Waiver of Subrogation:** Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions: However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under 1.1.a

- a. Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

**NAMED INSURED:** MARTIN BLAIR FEENEY-  
HYDROGEOLOGIST

**POLICY NUMBER:**  
FF1U23065



\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**