

SEASIDE BASIN WATERMASTER
REQUEST FOR SERVICE

DATE: January 1, 2022

RFS NO. 2022-01
(To be filled in by WATERMASTER)

TO: Martin Feeney
Martin Feeney
PROFESSIONAL

FROM: Robert Jaques
WATERMASTER

Services Needed and Purpose:


Perform certain Tasks contained within the Watermaster's Monitoring and Management Plan for 2022 (See detailed Scope of Work in Attachment 1).

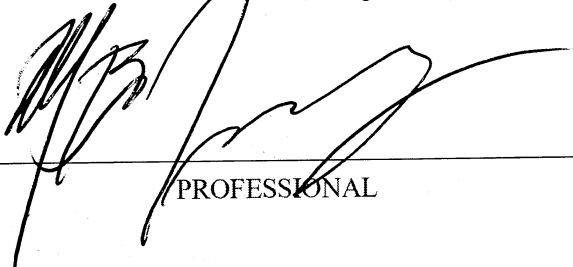
Completion Date: The work of this RFS No. 2022-01 shall be completed in accordance with the schedule described in Attachment 1.

Method of Compensation: Time and Expense Payment Method (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$ 20,565.00 (See Attachment 2 for a Breakdown of this Total Price. Cost is authorized only when evidenced by signature below.)

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

Authorized by:  Date: 9-16-21
WATERMASTER Technical Program Manager

Agreed to by:  Date: 3/5/22
PROFESSIONAL

ATTACHMENT 1

Detailed Scope of Work for RFS No. 2022-01

Background:

Performance of the work of RFS No. 2022-01 will require compliance with the State Department of Parks and Recreation Right of Entry Permit contained in Attachment 3. PROFESSIONAL agrees to comply with the requirements of the Right of Entry Permit in conjunction with PROFESSIONAL's performance of this work.

Scope of Work

This RFS No. 2022-01 authorizes PROFESSIONAL to perform the work described in PROFESSIONAL's Proposal for Hydrogeologic Services, dated August 2, 2021 and contained in Attachment 2, with the following clarifications and/or additions:

PROFESSIONAL will collect water level data from the wells identified as SBWM-1, SBWM-2, SBWM-3, and SBWM-4. PROFESSIONAL will also perform induction logging on each of these wells. These wells are commonly referred to as WATERMASTER's Sentinel Wells. Water level data collection and induction logging will be performed on each of these wells as described below and according to the schedule described below:

Induction Logging

Induction logging will be performed on each of the four Sentinel Wells semi-annually in March and September.

Water Level

Water levels in each of the four Sentinel Wells will be continuously measured by data loggers and will be downloaded semi-annually when induction logging is being performed.

PROFESSIONAL will transmit the digital water level data to the Monterey Peninsula Water Management District (MPWMD), Montgomery and Associates, and to the WATERMASTER promptly after the data is acquired, so that (1) MPWMD can use that data in preparing its reports to the WATERMASTER and (2) Montgomery and Associates and the WATERMASTER will be made promptly aware of the data. Digital induction data will also be provided to MPWMD, Montgomery and Associates, and to the WATERMASTER as soon as it becomes available to PROFESSIONAL. Digital induction data will also be reduced and presented graphically and provided to Montgomery and Associates for use by Montgomery and Associates in preparing reports for the WATERMASTER.

ATTACHMENT 2

Martin B. Feeney
Consulting Hydrogeologist

P.G. 4634
C.E.G. 1454
C.Hg 145

August 2, 2021

Seaside Basin Watermaster
PO Box 51502
Pacific Grove CA.
93950

Attention: Bob Jaques, PE

Subject: Sentinel Well Data Collection Program 2022 – Proposal for Hydrogeologic Services

Dear Bob:

Following up on our discussions, I'm pleased to provide this proposal to assist the Seaside Basin Watermaster (Watermaster) with data collection from the Sentinel Wells for the upcoming year. Presented in this proposal is an outline of the data collection plan and an estimate of associated costs.

The data collection program for the Sentinel Wells will continue as it has been performed since the last half of 2017. The data collection program currently includes semi-annual induction logging and continuous water level data collection. The program previously included depth-specific downhole water quality sampling, however, the data proved unreliable and this portion of the program was terminated. The subcontractor for the induction logging remains unchanged.

The components of this program are as follows:

Data collection from each well:

- Semi-Annual down-loading of water level data logger.
- Semi-Annual induction logging (March and September)
- Transmittal of water level data to Monterey Peninsula Water Management District personnel.
- Processing of induction log data and presentation

The well vaults that protect the Sentinel Wells continue to need maintenance to remain functional. This could include painting of the vault covers, repairing stripped threads for the bolts that hold down the covers, and general cleaning. Costs of these services are included in this proposal.

It is understood that, as in the past, the Monterey Peninsula Water Management District (District) will share some of the data collection and analysis tasks of the overall data collection program. The District will collect water level data from the array of data loggers on the alternate quarters. Water level data from the data loggers will be collected as part of this scope of services only when induction logging is performed. Collected water level data will be transmitted to the District for compilation and processing. Induction logging data will continue to be compiled and processed by this author.

Annual costs for the data collection program are estimated at \$ 20,565 inclusive of outside services. Cost is up from previous year due to an increase in the service charge and mileage for Pacific Surveys. Also the vaults are in bad shape and need maintenance. A breakdown of costs is presented in the table below.

P.O. Box 23240, Ventura, CA 93002 ♦ Phone: 831-915-1115 ♦ e-mail mfeeney@ix.netcom.com

**SENTINEL WELLS LOGGING/SAMPLING WL DATA COLLECTION PROGRAM
2022**

Pacific Surveys	Unit Cost	Number	Semi-Annual Cost	# per annum	Annual Cost
Service Charge	1305	1	1305	2	\$ 2,610.00
Induction Logging	0.75	5310	3982.5	2	\$ 7,965.00
E-file generation/transmittal	115	1	115	2	\$ 230.00
mileage	480	1	480	2	\$ 960.00
					\$ 11,765.00
Professional Services (hrs)					
Well Vault Maintainance	175	8	1400	1	\$ 1,400.00
Supervise Logging/Download Data Loggers	175	12	2100	2	\$ 4,200.00
Process Induction Data	200	4	800	2	\$ 1,600.00
Transmit Water Level Data	200	2	400	2	\$ 800.00
per diem	200	2	400	2	\$ 800.00
					\$ 8,800.00
					Total \$ 20,565.00

The opportunity to present this proposal is appreciated. Please call if you have any questions.

Sincerely,



Martin B. Feeney

ATTACHMENT 3

RIGHT OF ENTRY PERMIT	Agency: Department of Parks and Recreation Project: Fort Ord Dunes State Park – Monitoring Wells
<p>This Right of Entry Permit (Permit) is made and entered into this 1st day of August 2020, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and Seaside Groundwater Basin Watermaster hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.</p> <p style="text-align: center;"><u>RECITALS</u></p> <ul style="list-style-type: none">• Whereas, the State owns, operates and maintains the State Park known as Fort Ord Dunes State Park, in the County of Monterey, State of California; and• Whereas, Permittee has applied to State for permission to access Fort Ord Dunes State Park for purposes of carrying out Permittee's Monitoring Wells project (the Project); and• Whereas, the State desires to accommodate Permittee's application for permission to enter Fort Ord Dunes State Park for purposes of the Project. <p style="text-align: center;"><u>TERMS AND CONDITIONS</u></p> <p>Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:</p> <ol style="list-style-type: none">1. Project Description: By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted and/or described on Exhibit A (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of monitoring four (4) wells twice yearly, and as described in the completed Project Evaluation Form, Exhibit B, attached hereto.2. Permit Subject to Laws and Regulatory Agency Permits: This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document. Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.3. Term of Permit: This Permit shall only be for the period beginning on August 1, 2020, and ending on August 1, 2021, or as may be reasonably extended by written mutual agreement of the Parties.4. Consideration: Fee waived.5. Permit Subject to Existing Claims: This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.6. Waiver of Claims and Indemnity: Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification	

and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.

7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and Insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State.
11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of Fort Ord Dunes State Park named below. At least forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least -eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:

Contact: Brent C. Marshall, District Superintendent

District: Monterey District

Address: 2211 Garden Road
Monterey, CA 93940
Telephone: 831-649-2836

PERMITTEE'S CONTACT:

Contact: Seaside Groundwater Basin
Watermaster

Robert S. Jaques, email:
bobj83@comcast.net

Address: PO Box 51502 Pacific Grove, CA
93950
Telephone: 831-375-0517

12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
13. **Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
14. **Compliance with Project Requirements:**

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall submit a DPR 412A permit application to the District cultural resource specialist for approval prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation activities on the Property available to the State archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until a State archaeologist or professionally qualified designee has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

If resource monitoring is required to be performed by State staff, the Permittee shall provide a written work schedule to the State at least 48 hours in advance of the work. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors.

15. **Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.
16. **Performance Bond:** If required by State in order to ensure that Permittee performs and completes its obligations in accordance with the terms of the Permit, Permittee shall obtain a Performance Bond in the amount of from a surety duly licensed in the State of California. Permittee shall provide State with a copy of such insurance bond.
17. **Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.
18. **Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

19. **State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

20. **Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:

- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
 - (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
 - (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
- 21. Default:** In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
 - (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
 - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.
- 22. State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.
- 23. Revocation of Permit:** The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State

as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.

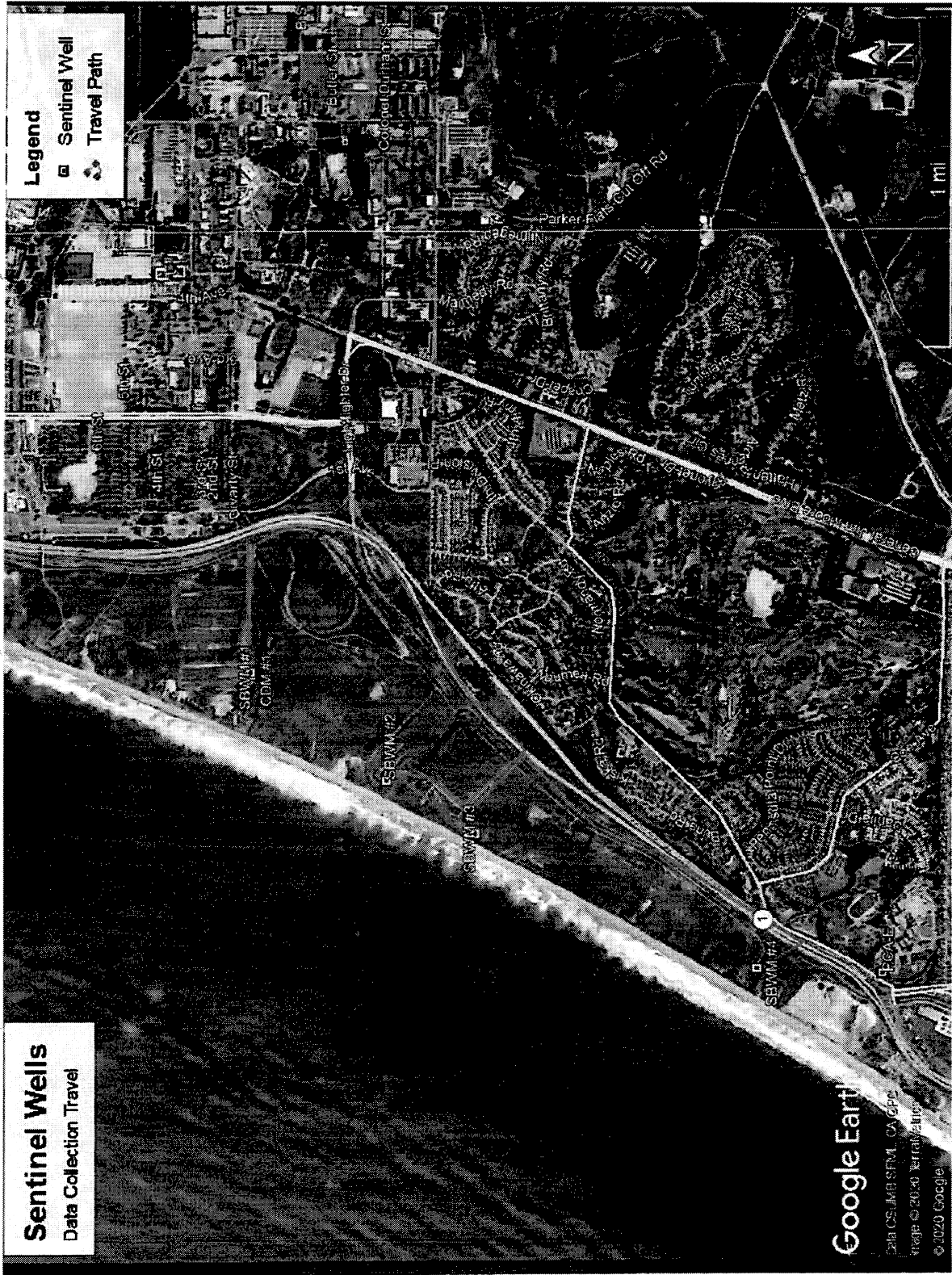
24. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
30. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

STATE OF CALIFORNIA
Department of Parks and Recreation

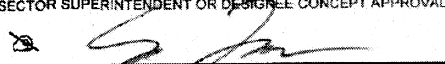
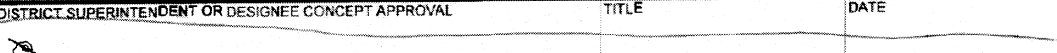
SEASIDE GROUNDWATER BASIN
WATERMASTER

By: Brent C. Marshall
Name: Brent C. Marshall
Title: District Superintendent

By: Robert S. Jaques
Name: Robert S. Jaques
Title:
Address: PO Box 51502 Pacific Grove, CA
93950
Phone: 831-375-0517



PROJECT EVALUATION (PEF)

PROJECT CONCEPT		
PROJECT TITLE Right of Entry Permit - Monitoring Wells		PARK UNIT NAME & NUMBER Fort Ord Dunes SP
DISTRICT NAME & NUMBER Monterey District 720		FACILITY NUMBER
PROJECT MANAGER & TITLE Stephen Bachman, Sr Park & Rec Spec	PHONE NUMBER 831-649-2862	EMAIL stephen.bachman@parks.ca.gov
DISTRICT PROJECT MANAGER & TITLE	PHONE NUMBER	EMAIL
PROJECT BID DATE n/a	CONSTRUCTION START DATE n/a	FUNDING SOURCE & PCA # n/a
PROJECT DESCRIPTION		
<p><i>Identify the scope of the project in detail, including its purpose, location, and potential impacts. If the ground is to be disturbed, describe the depth and extent of excavation. Describe the existing site conditions, including previous development. Note if work will impact or extend beyond park property. Indicate if work will be done in conjunction with, or as part of, other projects. (Use additional pages if necessary.)</i></p> <p>Issue Right of Entry Permit to the Seaside Groundwater Basin Watermaster for continued access to four (4) monitoring wells at Fort Ord Dunes State Park. Access is only for monitoring wells twice yearly. See attached map for wells locations.</p>		
SECTOR SUPERINTENDENT OR DESIGNEE CONCEPT APPROVAL		
SECTOR SUPERINTENDENT OR DESIGNEE CONCEPT APPROVAL 	TITLE SPS III	DATE 7/27/2020
DISTRICT SUPERINTENDENT OR DESIGNEE CONCEPT APPROVAL		
DISTRICT SUPERINTENDENT OR DESIGNEE CONCEPT APPROVAL 	TITLE	DATE

PROJECT EVALUATION (PEF)

DOCUMENTS ATTACHED

- 7.5 minute (quad) map of project area (**Required**)
- Site Map (**Required** - Scale should show relationship to existing buildings, roads, landscape features, etc.)
- Graphics (Specify - photos, diagrams, drawings, cross-sections, etc.)
- DPR 727 Accessibility Review & Comment Sheet (Note: Environmental Coordinator will send PEF to the Accessibility Section for review & comment)
- Sea-Level Rise Worksheet (for coastal park units)
- Other (Specify):

REGULATORY REQUIREMENTS

IS AN APPLICATION, PERMIT, OR CONSULTATION REQUIRED?

	YES	MAYBE	NO
PRC 5024 - Historical Review/Archaeological Review	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Native American Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CDFW Stream Alteration Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State & Federal Endangered Species Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DPR Right to Enter or Temporary Use Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
US Army Corps of Engineers 404 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Regional Water Quality Control Board (RWQCB) Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Pollutant Discharge Elimination System Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stormwater Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachment Permit (Specify Agency):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (Specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DEPARTMENT POLICY COMPLIANCE

	YES	NO
HAS A GENERAL PLAN BEEN APPROVED FOR THE UNIT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If YES, is the project consistent with the GP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If NO, what is the project justification?		
Is it a temporary facility? (No permanent resource commitment)	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety project?	<input type="checkbox"/>	<input type="checkbox"/>
Is it a Resource Management Project?	<input type="checkbox"/>	<input type="checkbox"/>
Is it repairing, replacing, or rehabilitating an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
IS THE PROJECT WITH A CLASSIFIED SUBUNIT?		
Natural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cultural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S CULTURAL RESOURCE MANAGEMENT DIRECTIVES? DOM CHAPTER 1600	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S OPERATIONS MANUAL CHAPTER 0300, NATURAL RESOURCES?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROJECT EVALUATION (PEF)

RESOURCES			
<i>Explain all 'Yes' or 'Maybe' answers in the 'Evaluation and Comments' section (reference by letter and number). Attach additional pages, if necessary.</i>			
YES	MAYBE	NO	A. EARTH - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Create unstable soil or geologic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect topographic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect any unusual or significant geological features?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Increase wind or water erosion?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Adversely affect sand deposition or erosion of a sand beach?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Expose people, property or facilities to geologic hazards or hazardous waste?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Adversely affect any paleontological resource?
YES	MAYBE	NO	B. AIR - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect general air quality or climatic patterns?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Increase levels of dust or smoke?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect visibility?
YES	MAYBE	NO	C. WATER - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Change or adversely affect movement in marine or fresh waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Change or adversely affect drainage patterns or sediment transportation rates?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quality or quantity of groundwater?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect the quantity or quality of surface waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Expose people or property to flood waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Adversely affect existing or potential aquatic habitat(s)?
YES	MAYBE	NO	D. PLANT LIFE - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect any native plant community?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect any unique, rare, endangered, or protected plant species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Introduce a new species of plant to the area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect agricultural production?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Adversely affect the vigor of any tree?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Encourage the growth or spread of exotic (non-native) species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Interfere with established fire management plans or practices?
YES	MAYBE	NO	E. ANIMAL LIFE - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect any native or naturalized animal population?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect any unusual, rare, endangered, or protected species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect any animal habitat?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Introduce or encourage the proliferation of any non-native species?

PROJECT EVALUATION (PEF)

YES	MAYBE	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. CULTURAL RESOURCES - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a prehistoric or historic archaeological site or tribal cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect a prehistoric or historic building, structure or object?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Cause an adverse physical or aesthetic effect on an eligible or contributing building, structure, object, or cultural landscape?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Diminish the informational or research potential of a cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Increase the potential for vandalism or looting?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Disturb any human remains?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Restrict access to a sacred site or inhibit the traditional religious practice of a Native American community?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. AESTHETIC RESOURCES - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a scenic vista or view?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Significantly increase noise levels?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quality of the scenic resources in the immediate area or park-wide?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Create a visually offensive site?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Be incompatible with the park design established for this unit or diminish the intended sense of "a special park quality" for the visitor?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. RECREATIONAL RESOURCES - WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Be in a public use area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Have an adverse effect on the quality of the intended visitor experience?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Have an adverse effect on the quality or quantity of existing or future recreational opportunities or facilities?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Have an adverse effect on the accessibility of recreational facilities (e.g. ADA requirements)?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I. SEA-LEVEL RISE AND EXTREME EVENTS (COASTAL UNITS ONLY):
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Has this project been evaluated for potential impacts from sea-level rise, coastal storm surge, and other extreme events, using the Department's Sea-Level Rise and Extreme Events Guidance Document or an equivalent process? <i>Please attach the Sea-Level Worksheet or other detailed evaluation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Based on the evaluation described above, will the project be adversely impacted by frequent flooding or permanent inundation during its expected lifetime?
<input type="checkbox"/>	Non-coastal unit		
EVALUATION AND COMMENTS			

PROJECT EVALUATION (PEF)

Project Title: Fort Ord Dunes SP – Well Monitoring ROE Permit

ENVIRONMENTAL SCIENTIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

FINDINGS:

- No Impact
 Project Conditions necessary, see below
 Potential Significant Impact

EXPLANATION AND COMMENTS:

Vehicles must stay on established routes, minimize vegetation disturbance, and avoid protected species and their habitat.

SIGNATURE <i>Matthew Allen</i>	PRINTED NAME Matthew Allen
TITLE SENIOR ENVIRONMENTAL SCIENTIST	DATE 8/27/2020

PROJECT EVALUATION (PEF)

Project Title: Fort Ord Dunes SP – Well Monitoring ROE Permit

HISTORIAN COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

FINDINGS:

- No PRC 5024 necessary (explain below)
- PRC 5024 attached, project approved as written
- PRC 5024 attached, conditions necessary
- PRC 5024 attached, mitigations and/or significant impacts

EXPLANATION AND COMMENTS:

No historical resources at the monitoring well sites. There will be no impacts to surrounding historical resources as a result of the project either.

SIGNATURE MATT BISCHOFF	PRINTED NAME MATT BISCHOFF
TITLE HISTORIAN III	DATE 7/28/20

PROJECT EVALUATION (PEF)


Project Title: Fort Ord Dunes SP – Well Monitoring ROE Permit

ARCHAEOLOGIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

Findings:

- No PRC 5024 necessary (provide justification) PRC 5024 attached; project approved as written
 PRC 5024 attached, conditions necessary PRC 5024 attached; mitigations and/or potential significant impacts

Explanation/Comments: No archaeological resources are known or expected at the well sites or within path of travel to the well sites. No archaeological resources will be disturbed by well-monitoring

SIGNATURE 	PRINTED NAME RAE SCHWADERER
TITLE ASSOCIATE ARCHAEOLOGIST	DATE 8/04/2020

TRIBAL LIAISON COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

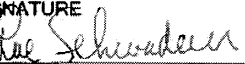
- Reviewer is Designated District/Service Center/Division Tribal Liaison of Designee
 NAHC Listed Tribe(s) contacted (attach correspondence record for contact and findings) No tribes contacted.
 DN 2007-05 Tribal Consultation Only
 AB52 Consultation Initiated

FINDINGS:

Project action does not have potential to affect "tribal cultural" resources (explain). No tribal cultural resources will be affected by this ROE permit to monitor wells.

Check more than 1 box if tribes offering differing responses, and describe all consultation below.

- Tribe(s) did not respond.
 Tribe(s) approved project as written.
 Tribe(s) approved project with treatment or conditions.
 Tribe(s) and DPR unable to reach mutual agreement on treatment or conditions.


SIGNATURE 	PRINTED NAME RAE SCHWADERER
TITLE ASSOCIATE ARCHAEOLOGIST	DATE 8/04/2020

PROJECT EVALUATION (PEF)

Project Title: Fort Ord Dunes SP – Well Monitoring ROE Permit

COMMENTS:

I have no comments.

SIGNATURE 	PRINTED NAME MIKE ZUCCARO
TITLE ASSOCIATE ARCHITECT	DATE AUGUST 3, 2020

PROJECT EVALUATION (PEF)

ENVIRONMENTAL COORDINATOR REVIEW			
YES	MAYBE	NO	<u>CUMULATIVE IMPACTS</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Will the project be conducted in conjunction with or at the same time as other projects at the park?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Will the project be part of a series of inter-related projects?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Are there any other projects that must be completed for any part of this project to become operational?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Are there any other projects (including deferred maintenance) that have been completed or any probable future projects that could contribute to the cumulative impacts of this project?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Are any of the projects that relate to work outside of the General Plan?
COMMENTS:			
RECOMMENDATION:			
<input type="checkbox"/> Not a project for the purposes of CEQA compliance. <input type="checkbox"/> Project is covered activity under DOM 0600 (Figure F) that does not require Notice of Exemption. <input type="checkbox"/> Project is covered activity under previously prepared CEQA document; SCH # _____ <input checked="" type="checkbox"/> Project is exempt. Notice of exemption will be prepared. <input type="checkbox"/> A Negative Declaration should be prepared. <input type="checkbox"/> A Mitigated Negative Declaration should be prepared. <input type="checkbox"/> AB52 Consultation Initiated. See Tribal Liaison Section. <input type="checkbox"/> An EIR should be prepared.			
SIGNATURE	PRINTED NAME		
	Jill Poudrette		
TITLE	DATE		
DISTRICT ENVIRONMENTAL COORDINATOR	9/1/2020		
DISTRICT SUPERINTENDENT REVIEW			
<i>I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.</i>			
DISTRICT SUPERINTENDENT APPROVAL SIGNATURE	TITLE	DATE	