

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and West Yost Associates, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:  
Develop quantified flood benefit and hydrologic analysis in support of an updated version of the Salinas Valley Historical Benefits Analysis.
  - (b) The CONTRACTOR shall perform its services under this Agreement in accordance with usual and customary care and with generally accepted practices exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care"). The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on May 1, 2023 by CONTRACTOR and Agency, and will terminate on May 1, 2024, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is three hundred eighty-three thousand sixty-four dollars and no cents.

(\$ 383,064).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full

force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the Agency under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the Agency, its governing board, directors, officers, employees, and agents against any claims to the extent caused by the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the Agency, or defect in a design furnished by the Agency, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against the Agency is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

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

## 6. Insurance.

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

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

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

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of cancellation, except 10 days notice for cancellation due to nonpayment of premium. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

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

deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency upon receipt of final payment for all invoices due and owing to CONTRACTOR. CONTRACTOR may utilize any existing materials developed by

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR agrees and confirms that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement in a manner consistent with the Standard of Care.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. Agency recognizes that CONTRACTOR's performance must be governed by sound professional practices in a manner consistent with the Standard of Care. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be

Les Chau

Agency's designated administrator of this Agreement shall be

Amy Woodrow

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

TO AGENCY	TO CONTRACTOR
Name: Amy Woodrow	Name: Les Chau
Address: 1441 Schilling Place, North Bldg. Salinas, CA 93901	Address: 6800 Koll Center Parkway, Suite 150 Pleasanton, CA 94566
Telephone: 831-755-4860	Telephone: 925-426-2580
Fax: 831-424-7935	Fax: 530-756-5991
E-Mail: <a href="mailto:woodrowa@co.monterey.ca.us">woodrowa@co.monterey.ca.us</a>	E-Mail: <a href="mailto:lchau@westyost.com">lchau@westyost.com</a>

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

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

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

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

Exhibit A - Scope of Work/Work Schedule

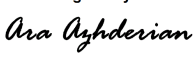
Exhibit B - Fee Schedule

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY: DocuSigned by:  
  
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Ara Azhderian  
General Manager

Date: 5/9/2023 | 2:43 PM PDT

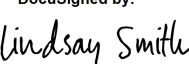
**CONTRACTOR:**

BY: DocuSigned by:  
  
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Type Name: Elizabeth Drayer

Title: Vice President

Date: 4/27/2023 | 10:32 AM PDT

BY: DocuSigned by:  
  
9F513D30D606435...

Type Name: Lindsay Smith

Title: Treasurer

Date: 4/27/2023 | 11:43 AM PDT

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

( West Yost Associates, Inc. )

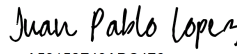
**Agreement/Amendment No #** ( \_\_\_\_\_ )

\* \* \* \* \*

Approved as to form <sup>1</sup>:

Approved as to fiscal provisions:


DocuSigned by:  
  
22D690CA05A840B...  
Assistant County Counsel

DocuSigned by:  
  
A59152F49ADG476...  
Administrative Analyst

Dated: 4/27/2023 | 11:51 AM PDT

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Counsel – Risk Manager:

DocuSigned by:  
  
4E7E667875454AE...

Auditor-Controller <sup>2</sup>:

Dated: \_\_\_\_\_

Dated: 4/27/2023 | 1:18 PM PDT

<sup>1</sup> Approval by County Counsel is required, and/or when legal services are rendered

<sup>2</sup> Approval by Auditor-Controller is required

## **EXHIBIT A**

### **SCOPE OF WORK/WORK SCHEDULE**



6800 Koll Center Parkway  
Suite 150  
Pleasanton CA 94566

925.426.2580 phone  
530.756.5991 fax  
westyost.com

April 7, 2023

SENT VIA: EMAIL

Amy Woodrow  
Senior Water Resources Hydrologist  
Monterey County Water Resources Agency  
1441 Schilling Place, North Building  
Salinas CA 93901

**SUBJECT: Proposal for Engineering Services for the Monterey County Water Resources Agency to Prepare the Salinas Valley Historical Benefits Analysis Update**

Dear Ms. Woodrow:

The purpose of this letter proposal is to provide Monterey County Water Resources Agency (MCWRA) with a proposed scope of services, budget and schedule to prepare the Salinas Valley Historical Benefits Analysis Update.

**SCOPE OF SERVICES**

This scope of services details the tasks that will be undertaken by West Yost to develop an updated version of the Salinas Valley Historical Benefits Analysis (HBA; MW, 1998). The goal of this HBA Update is to prepare an updated estimate of the benefit that has been provided to stakeholders within the Salinas River Valley by the Nacimiento and San Antonio Dams and Reservoirs, and other projects in the study area. This HBA Update will only produce the quantified Hydrologic and Flood Benefit Analyses; the Economic Benefit Analysis will be prepared by an economic specialist under contract to MCWRA.

The following is a list of the key tasks necessary to perform this proposed scope of services, each further described below:

- Task 1. Project Management and Meetings
- Task 2. Develop Work Plan
- Task 3. Develop Benefits Quantification Approach
- Task 4. Run and Post-Process SVIHM Scenarios
- Task 5. Run and Post-Process HEC-RAS Model Scenarios
- Task 6. Prepare Updated Historical Benefits Analysis

Amy Woodrow

April 7, 2023

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## Task 1. Project Management and Meetings

Successful updating of the HBA will require close collaboration between West Yost and MCWRA (including an economic specialist working for MCWRA), as well as the stakeholders in the basin. Project management tasks and meetings will include:

- Participate in one (1) scheduled project meeting per month with an additional six (6) as-needed meetings
- Participate in one (1) scheduled kick-off meeting with MCWRA to ensure all parties are aligned with the approach and timeline for updating the HBA
- Coordinate meetings with MCWRA and provide minutes/notes from these meetings to MCWRA
- Prepare and submit monthly invoices and project reports
- Resolve conflicts and constraints that arise during contract period
- Conduct QA/QC on deliverables as listed in the tasks below
- Assist MCWRA in solicitation and scoping of 1) additional resources and 2) subconsultants

### Task 1 Assumptions

- Meetings will be primarily virtual, but the budget assumes that two of the meetings will be in-person in Salinas, and will be attended by two (2) West Yost personnel

## Task 2. Develop Work Plan

To ensure smooth execution of the project tasks, West Yost will develop a Work Plan early in the project timeline that will detail the approaches to perform each of the analyses for the HBA Update. The Work Plan will describe the tools that will be relied on to prepare these analyses, a discussion of how these tools differ from those used to prepare the 1998 HBA (and what effect these differences may have), and a projected timeline of each task. The Work Plan will be a living document through the development of the HBA Update and will be updated as dictated by changes to the project goals and approach over its duration.

### Task 2 Assumptions

- Address one set of compiled comments to initial Draft Work Plan, as well as comments on changes to the Work Plan through the duration of the project

### Task 2 Deliverables

- West Yost will prepare and submit a Draft and Final Work Plan, including timeline of tasks

Amy Woodrow

April 7, 2023

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### Task 3. Develop Benefits Quantification Approach

For this task, West Yost will work with MCWRA to develop and approach to quantifying the benefits associated with the reservoirs and other projects. This task will start with the 1998 HBA as its basis and we will modify that approach as appropriate to make the best use of the available tools and to incorporate projects (such as the Salinas Valley Water Project) that were not in place at the time of the 1998 HBA analysis. The Benefits Quantification Approach will be incorporated into the Draft Work Plan and can be used as a basis for presenting the proposed approach to stakeholders.

#### Task 3 Assumptions

- Comments on the approach will be provided by MCWRA as part of the deliverable under Task 2

#### Task 3 Deliverables

- Description of Benefits Quantification Approach, to be incorporated into Work Plan (Task 2)

### Task 4. Run and Post-Process SVIHM Scenarios

This task will include preparing, running, and post-processing the model scenarios that will be used to update the HBA. The 1998 HBA included two scenarios: a Historical scenario that represented historical conditions, and a No-Reservoir scenario that simulated conditions in the basin as if the reservoirs had not been constructed. The benefits quantified by the 1998 HBA relied on the differences between these two scenarios. We will use a similar approach for this HBA Update, but using the current Salinas Valley Integrated Hydrologic Model (SVIHM) constructed by the USGS. The SVIHM, as delivered by the USGS, represents the Historical scenario; it will be modified to develop the No-Reservoir scenario.

Based on the development of the Benefits Quantification Approach (Task 3), post-processing of the model scenarios will focus on the quantitative metrics that will be used to determine the benefits. This task will also provide the information necessary to develop the model inputs for the HEC-RAS modeling under Task 5.

#### Task 4 Assumptions

- Two model scenarios (Historical and No-Reservoir) will be run and post-processed

#### Task 4 Deliverables

- Archive of model input and output files for all finalized scenarios

### Task 5. Run and Post-Process HEC-RAS Model Scenarios

This task will include preparing, running, and post-processing the HEC-RAS model scenarios equivalent to the two scenarios that will be performed under Task 4. We will utilize an existing HEC-RAS 2D model of the Salinas River to analyze the effect of the reservoirs on flooding in the Salinas River Floodplain. This approach follows that of the 1998 HBA, which used the results of the Salinas Valley Integrated Ground Water and Surface Water Model (SVIGSM) to inform a HEC-2 model of the Salinas River for estimating flood-related benefits. For the HBA Update, we will use the results of the Task 4 modeling to prepare inputs for the Salinas River HEC-RAS model. The results of the HEC-RAS modeling will be used to determine differences in the extent and depth of inundation and streamflow velocities during flood events of various return intervals.



Amy Woodrow

April 7, 2023

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This task will require the estimation of streamflow rates for floods of various exceedance probabilities (representing, for example, the 25-year flood, 100-year flood, etc.). The difference between scenarios for the 25-year flood, for example, would show the effect of the reservoirs on inundated areas under a flood of this magnitude. We will assume that the presence or absence of the reservoirs does not in any way impact the shape of the streambed or structures along the stream, meaning that the differences between scenarios will be limited to changes to the streamflow inputs at the upstream end of the system (i.e., at Bradley, below the confluence with the San Antonio River). This means that we can run a variety of streamflows through the HEC-RAS model and develop a relationship between Bradley streamflow and inundated area and streamflow velocity that covers a wide range of conditions from small events to historical maximum flows. These relationships can be used to provide a more thorough analysis of flood benefit compared to the 1998 HBA.

To fulfill this task, we will perform an in-depth analysis of historical streamflow and the SVIHM simulated streamflows to develop an approach to estimating instantaneous, one-day, three-day, and five-day peak streamflow exceedance probability curves (as was done for the 1998 HBA) from the results of the SVIHM for each scenario and for each long-term stream gauge along the Salinas River within the study area. Although we can easily access historical data for the actual measured peak flows at these gauges, we must rely on the model results for the No-Reservoir scenario to inform the peak streamflows without the reservoirs, and we will do so by relying on the relationships between measured peak streamflows and simulated streamflows from the Historical scenario scaled to the simulated streamflows from the No-Reservoir scenario.

#### **Task 5 Assumptions**

- Address two sets of compiled comments

#### **Task 5 Deliverables**

- West Yost will prepare and submit two Administrative Drafts and one Final HBA Update

### **Task 6. Prepare Updated Historical Benefits Analysis**

Under this task, West Yost will prepare an updated version of the HBA utilizing the results of Tasks 4 and 5. The HBA Update will include the same analyses as the 1998 HBA to ease understanding of the updated benefit numbers for those familiar with the 1998 HBA. The HBA Update will include figures and tables presenting the quantified benefits in easy-to-understand ways, including maps of inundation, time series of streamflow and groundwater levels and storage, and other useful products, as well as analysis of these results.

This HBA Update may be designed to include only the Hydrologic and Flood Benefit Analyses, with the Economic Benefit Analysis presented separately. Alternatively, the Economic Benefit Analysis can be incorporated into the HBA Update.

#### **Task 6 Assumptions**

- Address two sets of compiled comments

#### **Task 6 Deliverables**

- West Yost will prepare and submit two Administrative Drafts and one Final HBA Update

Amy Woodrow

April 7, 2023

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## PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2023 Billing Rate Schedule, with a not-to-exceed budget of \$383,064. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Example Table of Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Project Management and Meetings	188	54,158
Task 2. Develop Work Plan	74	19,069
Task 3. Develop Benefits Quantification Approach	148	38,476
Task 4. Run and Post-Process SVIHM Scenarios	196	51,104
Task 5. Run and Post-Process HEC-RAS Model Scenarios	292	73,652
Task 6. Prepare Updated Historical Benefits Analysis	376	96,640
15% Contingency	-	49,965
<b>Total Project Hours and Budget</b>	<b>1,274</b>	<b>\$383,064</b>

## SCHEDULE

	Task	Budget	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1	Project Management and Meetings	\$54,158	\$6,018	\$6,018	\$6,018	\$6,018	\$6,018	\$6,018	\$6,018	\$6,018	\$6,018
	LOE (hrs)	188	21	21	21	21	21	21	21	21	21
Task 2	Develop Work Plan	\$19,096	\$19,096								
	LOE (hrs)	74	74								
Task 3	Develop Benefits Quantification Approach	\$38,476		\$12,825	\$12,825	\$12,825					
	LOE (hrs)	148		49	49	49					
Task 4	Run and Post-Process SVIHM Scenarios	\$51,104			\$17,035	\$17,035	\$17,035				
	LOE (hrs)	196			65	65	65				
Task 5	Run and Post-Process HEC-RAS Scenarios	\$73,652					\$18,413	\$18,413	\$18,413	\$18,413	
	LOE (hrs)	292					73	73	73	73	
Task 6	Prepare Updated Historical Benefits Analysis	\$96,640						\$24,160	\$24,160	\$24,160	\$24,160
	LOE (hrs)	376						94	94	94	94
Total of Six (6) Tasks with no Contingency		\$333,126	\$25,114	\$18,843	\$35,878	\$35,878	\$41,465	\$48,591	\$48,591	\$48,591	\$30,178
	LOE (hrs.)	1274	95	70	136	136	159	188	188	188	115

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West Yost anticipates completing the HBA Update within thirty-seven (37) weeks after receiving notice to proceed and all required data.

Thank you for providing West Yost the opportunity to be of service to the Monterey County Water Resources Agency. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,  
WEST YOST

A handwritten signature in blue ink, appearing to read 'Matt Baillie', with a long horizontal flourish extending to the right.

Matt Baillie  
Senior Hydrologist

A handwritten signature in blue ink, appearing to read 'Leslie L. Chau', with a long horizontal flourish extending to the right.

Les Chau  
Project Manager

Attachment A. West Yost's 2023 Billing Rate Schedule

**EXHIBIT B**  
**FEE SCHEDULE**



## 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)\*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$125
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



## 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)\*

### Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day