

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and _____, a _____ hereinafter called "CONTRACTOR".

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

1. Scope of Work. 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:
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on _____, by CONTRACTOR and Agency, and will terminate on _____, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is _____, (\$_____).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.

(c) 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.

(d) 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.

(e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's

performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

☐ 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 any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the 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). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

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

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual 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 prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. 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.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
27. Contract Administrators.

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

Agency's designated administrator of this Agreement shall be:

28. 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: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
E-Mail: _____	E-Mail: _____

29. 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.
30. 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.
31. 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.
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

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

33. 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 SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY:

Ara Azhderian
General Manager

Date:

CONTRACTOR:

BY:

Type Name: _____

Title: President/CEO

Date:

BY:

Type Name: _____

Title: V/P; COO

Date:

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

(_____)
Agreement/Amendment No # (_____)

* * * * *

Approved as to form ¹:

Approved as to fiscal provisions:

Chief Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

² Approval by Auditor-Controller is required

EXHIBIT A
Scope of Work

Carmel River Flooding Impacts Study – Scope of Work and Work Schedule

Balance Hydrologics

Task 1. Backgrounding and Data Collection. Under this task Balance Hydrologics (Balance) staff will compile and review information for use in assessing the existing flood hazard along the study reach and to identify opportunities and constraints used to select and develop project alternatives. Spatial datasets covering the study reach of the Carmel River will be compiled into a project workmap that will be used to populate input to the hydraulic model, develop concepts for project alternatives, and to present outcomes from the study. Datasets will include, but not be limited to topographic data, current and historical aerial photographs, land cover information, building footprints, County parcel boundaries, and FEMA flood mapping.

A preliminary review of the LiDAR data (collected by the USGS in 2017) covering the study reach indicates there is adequate point coverage beneath the riparian canopy. Given this, a significant topographic mapping and survey effort is not recommended and instead a focused survey effort is proposed to capture spot elevations at key areas of interest that are either obstructed by vegetation or underwater. This task has been budgeted assuming survey data will be collected using RTK-GPS and/or total station methods by a two-person team across a two-day period. Along with the survey data collection effort, Balance staff will perform a site visit to identify high water marks from previous flood events, gather information on channel roughness, and to generally observe and document the condition of the river and adjacent overbank area along the study reach.

Lastly under this task, previous studies and other information covering this reach of the Carmel River (e.g. FEMA Flood Insurance Study, vegetation management plans, USGS gage data, etc.) along with photographs, videos, and news articles of past flood events will be compiled for use in parameterizing/calibrating the model, identifying opportunities and constraints, and informing the development of design alternatives.

Task 2. Existing Conditions Hydraulic Modeling. The current best available hydraulic model along the study reach is the HEC-RAS model included as part of the FEMA Flood Insurance Study. This model, prepared in 2006, is relatively modern by FEMA standards but also limited given its one-dimensional structure that does not differentiate between flow in the river channel and flow along the developed overbank area. Additionally, this model may not fully capture variations in the current channel roughness and vegetation cover across the main channel, riparian floodplain, and developed overbank areas. In order to more accurately identify locations of overtopping from the main channel of the river into the developed north overbank and to assess the potential for design alternatives to minimize or eliminate that overtopping, we propose to update the model to take advantage of the two-dimensional routing capabilities within the HEC-RAS model package.

This task has been budgeted assuming the model domain will cover a reach extending from approximately 1,000 feet downstream of the Dampierre Park parking lot, upstream to the USGS Robles Del Rio gage (at the Esquiline Road bridge). Model simulations will be completed for the January 9, 2023, 10-, and 100-year flood events. The 10- and 100-year peak flow rates will most likely be set consistent with the FEMA study, but a Bulletin 17C flood frequency analysis will be completed for the peak flow data available at the USGS Robles Del Rio gage to assess if the extended period of record (including the floods in Waters Years 2017 and 2023) has a substantial impact on peak flow estimates.

The model will be calibrated through comparison of modeled water surface elevations to high water mark data (if available), flood photographs/videos, and gaged stage data at the USGS Robles Del Rio gage during the January 9, 2023 event. Output from the model will be presented in the form of spatially varied maximum water surface elevation, depth, and velocity plots for each of the three simulated flow scenarios.

While the model associated with the FEMA Flood Insurance Study will be reviewed and elements from that analysis will be used to inform and parameterize our model, an update to the FEMA model and associated floodplain mapping is not proposed as part of this phase of the project.

Task 3. Project Alternatives Development. Working closely with MCWRA staff, up to four project alternatives will be developed to a conceptual level, each with the primary objective of minimizing flood risk and hazard to the developed portions of the Paso Hondo overbank area. While the configuration of these project alternatives is not yet known, an example of the type of projects envisioned is provided below:

- Lower-cost levee alternative: Intended to bracket the lower-end cost of an earthen levee project paired with conveyance enhancement elements within the riparian corridor. Levees would be sited at key overtopping locations with impacted areas limited to public property, in areas with minimal potential to impact habitat, and with minimal impact to the park function and aesthetic.
- Higher-cost levee alternative: Intended to bracket the higher-end cost of an earthen levee and/or floodwall project paired with conveyance enhancement elements within the riparian corridor. Increased length/height of levees would be proposed to provide further reduction in flood hazards. Impacts to habitat, private property, and/or the park function and aesthetic would be balanced against the increased flood benefit that would result from the project.
- Overbank channel alternative: Re-envisioned Dampierre Park to provide increased flood conveyance through the park as opposed to the residential properties further to the north. May include lowered and repositioned playing fields and an adjacent lowered and naturalized floodplain terrace. May be paired with levee project alternative elements.
- Vegetation maintenance alternative: Includes vegetation thinning along the study reach of the Carmel River to increase channel conveyance. May be paired with another project alternative.

Project alternatives will be developed to a conceptual level and generally presented on a single plan-view figure with an embedded typical detail or cross-section as needed. “Rough” grading plans will be developed for each of the alternatives in order for key project elements to be incorporated into the two-dimensional model terrain (see Task 4 below). Detailed cost estimates, biological impacts assessments, permitting, and detailed structural/geotechnical analyses will not be completed for the project alternatives at this time. Rather, comparative project cost estimates will be provided (e.g. an overbank channel alternative will cost more than the lower-cost levee alternative) and high-level discussion of the type and scale of impacts resulting from each alternative will be presented (i.e. does an alternative encroach into the riparian vegetation, which alternative would require in-channel work, etc.) at this initial phase of the project.

Task 4. Project Alternatives Hydraulic Modeling. The hydraulic model developed under Task 2 will be used to evaluate the flood control benefits anticipated to result from each of the project alternatives defined under Task 3 with iteration anticipated between designs and simulations to optimize outcomes. Similar to the existing conditions model, the four project alternatives will be assessed against the January 9, 2023, 10-, and 100-year flood events (for a total of 12 formalized project alternative simulations). Output from the model will be presented primarily in the form of change (from existing conditions) in inundation extent and change in water surface elevation plots. Where relevant, the model will also be used to present information related to potential impacts to flow velocity magnitudes and directions.

Certain project alternatives may result in the need to define interior drainage solutions behind levees or floodwalls. This task has been budgeted assuming detailed modeling or sizing of interior drainage elements will not be completed at this phase of the project and that the concept designs will simply address the type and general scale of these project elements.

Task 5. Reporting. Balance staff will prepare a Draft Flood Control Alternatives Report that includes a summary of the collected background information, existing conditions hydraulic modeling, project alternatives concepts, and project alternatives modeling. The various benefits and costs of each project alternative will be presented to facilitate the selection of a preferred alternative for funding and implementation. Time is allotted within this task to review the findings of this report with MCWRA staff and receive feedback. Comments received from MCWRA staff and others will be incorporated into a Final Flood Control Alternatives Report.

Task 6. Communications and Project Management. Time is allotted under this task for remote meetings, routine project communication, and administrative tasks, up to the level of effort in the budget table.

Schedule

Work start date: March 2025

Task 1 completion date: April 2025

Task 2 completion date: June 2025

Task 3 completion date: October 2025

Task 4 completion date: October 2025

Task 5 completion date: November/December 2025

EXHIBIT B
Fee Schedule

Table 1. Anticipated Staff Hours by Task
224052 Flood Control Alternatives for the Carmel River in Carmel Valley

Task Number and Description	Principal	Senior Professional	Project Professional	Sr. Staff Professional	Staff Professional	Assistant Professional	GIS/CADD Senior Analyst	Sr. Proj Admin	Report Specialist	Labor Costs For Task
<i>Hourly Rate</i>	\$245	\$210	\$195	\$190	\$170	\$155	\$155	\$145	\$105	
Task 1. Backgrounding and Data Collection	8	36		24	36		32			\$25,160.00
Task 2. Existing Conditions Hydraulic Modeling	8	64			48		36			\$29,140.00
Task 3. Project Alternatives Development	12	64			72		96			\$43,500.00
Task 4. Project Alternatives Hydraulic Modeling	8	48			48		24			\$23,920.00
Task 5. Reporting	8	24			12		12		6	\$11,530.00
Task 6. Communications and Project Management	8	16			4			8		\$7,160.00
Subtotal Hours	52	252		24	220		200	8	6	
Total Hours	762									

Notes:

TOTAL LABOR \$140,410.00

Expenses from Table 2 \$1,790.40

GRAND TOTAL \$142,200.40

Table 2. Estimated Costs
224052 Flood Control Alternatives for the Carmel River in Carmel Valley

Professional Fees	Rate	Hours	Allocation
Principal	\$245	52	\$12,740.00
Senior Professional	\$210	252	\$52,920.00
Project Professional	\$195	0	\$0.00
Senior Staff Professional	\$190	24	\$4,560.00
Staff Professional	\$170	220	\$37,400.00
Assistant Professional	\$155	0	\$0.00
GIS/CADD Senior Analyst	\$155	200	\$31,000.00
Senior Project Administrator	\$145	8	\$1,160.00
Report Specialist	\$105	6	\$630.00
Labor Subtotal (Table 1)			\$140,410.00
Expenses			
Direct Expenses			
Mileage	820 miles @	\$0.72	\$590.40
Mileage, 4-Wheel Drive*	miles @	\$0.75	\$0.00
Vehicle Rental			\$0.00
Equipment Costs	RTK survey equipment		\$600.00
Per Diems	@		\$0.00
Reimbursable Costs			
Other Travel, Subsistence	1 trips @	\$600	\$600.00
Express Mail, Deliveries			\$0.00
Maps and Aerial Photos			\$0.00
Outside Copying, Blueprint			\$0.00
Outside Consultants			\$0.00
Analytical Laboratory Fees			\$0.00
Materials and Supplies			\$0.00
Permits, Licenses or Agency Inspection fees	client responsibility		\$0.00
Printing ⁺			\$0.00
Other			\$0.00
Expenses Subtotal			\$1,790.40
ESTIMATED TOTAL			\$142,200.40
Contingency			\$0.00
<i>Notes</i>	TOTAL w/ CONTINGENCY		\$142,200.40

* 4WD rates apply only if required by site conditions. See Balance policy re 4WD.

+Plotting costs vary according to complexity of design.

Project-related expenses will be billed at cost plus 10%; including work by outside consultants and analytical or testing laboratories.