



Consultant shall complete the Work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect MHCS D's right to terminate the Agreement, as referenced in Section 8.

- 2.3 **Standard of Performance.** Consultant shall perform all Work in a first-class manner in conformance with the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 2.4 **Inspection.** All Work performed and materials (if any) provided by Consultant shall be subject to inspection and approval by MHCS D.
- 2.5 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that MHCS D, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from MHCS D of such desire of MHCS D, reassign such person or persons.
- 2.6 **Time is of the Essence.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 2.3 above and to satisfy Consultant's obligations hereunder.

### 3. **Terms of Payment.**

- 3.1 **Compensation.** MHCS D hereby agrees to pay Consultant a sum not to exceed Ninety-Eight thousand Two Hundred dollars, (\$98,200.00) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. MHCS D shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from MHCS D to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to MHCS D in the manner specified herein. Except as specifically authorized by MHCS D in writing, Consultant shall not bill MHCS D for duplicate services performed by more than one person.

Consultant and MHCS D acknowledge and agree that compensation paid by MHCS D to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. MHCS D therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 3.2 **Invoices.** Consultant shall submit invoices not more often than once a month during the term of this Agreement based on the cost for services performed and reimbursable costs

incurred prior to the invoice date via e-mail to **mhcldbilling@sjgov.org**. Invoices delivered to any other e-mail address will be deemed undelivered and not paid.

Invoices shall contain the following information:

- a. Contract ID number;
- b. Federal Tax Payer Identification Number;
- c. Contract expiration date;
- d. The beginning and ending dates of the billing period;
- e. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- f. At MHCS D's option, for each Work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the Work, the hours spent by each person, a brief description of the Work, and each reimbursable expense;
- g. The total number of hours of Work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- h. The Consultant's signature.

**3.3 Monthly Payment.** MHCS D shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. MHCS D shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**3.4 Final Payment.** MHCS D shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to MHCS D of a final invoice, if all services required have been satisfactorily performed.

**3.5 Total Payment.**

- a. MHCS D shall pay for the services to be rendered by Consultant pursuant to this Agreement. MHCS D shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- b. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- c. MHCS D shall not pay any invoice or otherwise provide compensation to Consultant in excess of the maximum amount of compensation provided herein unless the Agreement is modified prior to the performance of such Work or services.
- d. MHCS D shall not pay any invoice or otherwise provide compensation to Consultant for Work or services performed after the expiration or termination of this Agreement unless the Agreement is modified prior to the performance of such Work or services.

**3.6 Hourly Rate/Fees.** Unless the services provided are for a lump sum or flat fee, fees for Work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

**3.7 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Reimbursable expenses not listed in Exhibit B are not chargeable to MHCS D. Reimbursable expenses shall not include a mark-up shall be billed as a direct costs. In no event shall expenses be advanced by MHCS D to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**3.8 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**3.9 Payment upon Termination.** In the event that MHCS D or Consultant terminates this Agreement pursuant to Section 8, MHCS D shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for Work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

**3.10 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**4. Consultant's Status.**

**4.1 Independent Contractor.** In the performance of the Work, duties and other obligations imposed by this Agreement, the Consultant is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of MHCS D. Consultant shall perform the Work in accordance with currently approved methods and standards of practice in the Consultant's professional specialty. A copy of Consultant's current business license shall be provided to MHCS D. The Consultant shall not have any claim under this Agreement or otherwise against MHCS D for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The Consultant shall be responsible for federal and state payroll taxes such as social security and unemployment. San Joaquin County will issue a form 1099 on behalf of MHCS D at year-end for fees earned.

- 4.2 **Consultant Not an Agent.** Except as MHCS D may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of MHCS D in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind MHCS D to any obligation whatsoever.
- 4.3 **Non-Exclusive Rights.** This Agreement does not grant to Consultant any exclusive privileges or rights to provide services to MHCS D. Consultant may contract with other agencies, private companies or individuals for similar services.

5. **Legal Requirements.**

- 5.1 **Compliance.** Consultant shall comply with all Federal, State and local laws, regulations and requirements necessary for the performance of the Work. Consultant shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 5.2 **Licenses and Permits.** Consultant represents and warrants to MHCS D that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to MHCS D that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 5.3 **Conflict of Interest Statement.** Consultant covenants that Consultant, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by Consultant under this Agreement. Consultant shall not hire MHCS D's employees to perform any portion of the Work, including secretarial, clerical and similar incidental services except upon the written approval of MHCS D. Performance of the Work by associates or employees of Consultant shall not relieve Consultant from any responsibility under this Agreement.
- 5.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, gender identity, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant pursuant to this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- 5.5 **Drug Free Workplace.** Consultant shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

**5.6 Form Law.** The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**5.7 Subcontracts.** Consultant shall include the provisions of this Section 5 in any subcontract approved by the Contract Administrator or this Agreement.

**6. Indemnification, Hold Harmless and Defense.**

To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend MHCS D, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCS D's property, arising out of Consultant's alleged negligence, or wrongful acts related to or in connection with Consultant's performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCS D shall indemnify, hold harmless and defend the Consultant, its directors, officers, employees, agents and each of them (collectively referred to as "Consultant Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the Consultant's property, arising out of MHCS D's alleged negligence, or wrongful acts related to or in connection with MHCS D's performance of duties under the terms and conditions of this Agreement.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**7. Insurance.**

Before beginning any Work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance described in Exhibit C, incorporated herein, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to MHCS D of such insurance that meets the requirements of Exhibit C and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning Work to MHCS D. Consultant shall maintain the insurance policies required by Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence Work on any subcontract until Consultant has obtained all insurance required by Exhibit C for the subcontractor(s) and provided evidence that such insurance is in

effect to MHCS D. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**8. Termination and Modification.**

**8.1 Termination.** MHCS D may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon sixty (60) days' written notice to MHCS D and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; MHCS D, however, may condition payment of such compensation upon Consultant delivering to MHCS D any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or MHCS D in connection with this Agreement.

**8.2 Extension.** MHCS D may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2.2. Any such extension shall require a written amendment to this Agreement, as provided for herein. The MHCS D General Manager is hereby authorized to negotiate and execute such extension.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** MHCS D and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to MHCS D for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between MHCS D and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, MHCS D's remedies shall include, but not be limited to, the following:

- a. Immediately terminate the Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- c. Retain a different consultant to complete the Work described in Exhibit A not finished by Consultant; or
- d. Charge Consultant the difference between the cost to complete the Work that is unfinished at the time of breach and the amount that MHCSD would have paid Consultant pursuant to Section 3 if Consultant had completed the Work.

9. **Miscellaneous.**

- 9.1 **Contract Administrator.** The Contractor Administrator shall be designated, and may be changed, by the MHCSD General Manager in writing.
- 9.2 **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.
- 9.3 **Non-Liability of Officials, Employees and Agents.** No officer, official, employee or agent of District shall be personally liable to Consultant in the event of any default or breach by District or for any amount that may become due to Consultant pursuant to this Agreement.
- 9.4 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.
- 9.5 **Documents.** All drawings, specifications, documents and other memoranda or writings relating to the Work hereunder, shall remain or become the property of MHCSD upon termination of this Agreement, whether executed by or for the Consultant for MHCSD, or otherwise, by or for the Consultant, or by or for a subcontractor operating under the Consultant's supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the Work under this Agreement. Prior to termination Contractor shall deliver to MHCSD any such records upon request.
- 9.6 **Force Majeure.** It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.
- 9.7 **Waiver.** No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.



- 9.8 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.
- 9.9 **Headings.** The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.
- 9.10 **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.
- 9.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, MHCS D and Consultant have executed this Agreement on the day and year first written above.

Consultant

Mountain House Community Services  
District, a political subdivision of the  
State of California

DocuSigned by:  
By: Elizabeth Drayer  
FCC447E890843C  
West Post

DocuSigned by:  
By: Steven J. Pinkerton  
4DA05076C1408...  
Steven J. Pinkerton  
General Manager

Date: 7/28/2022

Date: 8/11/2022

Approved as to Form:

DocuSigned by:  
By: [Signature]  
4D33E017761B451  
John Bakker  
General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**



6800 Koll Center Parkway  
Suite 150  
Pleasanton CA 94566

925.426.2580 phone  
530.756.5991 fax  
westyost.com

June 27, 2022

SENT VIA: EMAIL

Nader Shareghi, PE  
Public Works Director  
Mountain House Community Services District  
251 East Main Street  
Mountain House, CA 95391

**SUBJECT: Proposal for Engineering Services for the Mountain House Community Services District to Evaluate a Physical Emergency Water Supply Intertie with the City of Tracy**

Dear Nader:

This letter proposal provides the Mountain House Community Services District (MHCS D) with a proposed Scope of Services, Budget, and Schedule to evaluate a potential emergency water supply intertie between the MHCS D and the City of Tracy (City).

## BACKGROUND

The MHCS D provides water to Mountain House, a master-planned community located in San Joaquin County. Since its inception, the MHCS D has received raw water from the Byron Bethany Irrigation District (BBID) as its sole water supply source.

In 2015, the State Water Resources Control Board (SWRCB) delivered a “notice of unavailability of water” to BBID. The following year, West Yost helped the MHCS D prepare an Emergency Water Supply Reliability Plan Update, which documented several short-term and long-term water supply options. With the SWRCB delivering a similar unavailability notice in 2021, the MHCS D has requested assistance from West Yost to more closely evaluate the option of an emergency water supply intertie between the MHCS D and the City. MHCS D anticipates that a curtailment will also be issued by the SWRCB in 2022. As a result of receiving three curtailment orders in eight years, MHCS D is planning for the likelihood of regular curtailment orders in the future.

## SCOPE OF SERVICES

The following key tasks are necessary to perform this proposed Scope of Services. Each task is further described below.

- Task 1. Define Conditions for Operation, Intertie Connection Points, and Pipeline Alignment
- Task 2. Conduct Hydraulic Analysis and Identify System Capacity Constraints
- Task 3. Identify Preliminary Costs and Next Steps
- Task 4. Prepare Technical Memorandum
- Task 5. Conduct Workshops
- Task 6. Manage Project and Coordinate Tasks

Nader Shareghi, PE  
June 27, 2022  
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## **Task 1. Define Conditions for Operation, Intertie Connection Points, and Pipeline Alignment**

### ***Task 1.1. MHCS D Criteria for Intertie***

West Yost will schedule a conference call with the MHCS D to discuss design and operational criteria for the intertie. Intertie criteria could include defining the purpose of the emergency intertie (e.g., the emergency conditions under which it could be activated), minimum flows required from the City and alternative supply sources, and proximity to potential aquifer storage and recovery (ASR) well sites. Once intertie criteria have been established, West Yost will develop an intertie supply projection for the MHCS D to use in planning for future supplemental emergency supply from the City and other alternative water supply sources. The supply projections determined as part of this task may be adjusted based on discussions with the City during Workshop 1.

### ***Task 1.2. Intertie Operating Conditions***

In coordination with the MHCS D and the City, West Yost will determine the mutually agreeable conditions under which to operate and evaluate the emergency intertie. Specifically, West Yost will define:

- Demands (including peaking) for each agency
- Supply sources available to and remaining after any transfer for each agency
- Target operating criteria for the emergency intertie
- Whether the emergency intertie supply will be interruptible or not

West Yost will prepare a draft table of operating conditions for MHCS D and the City for review and discussion under Workshop 1. Finalized mutually agreeable operating conditions will be used as assumptions for the analysis conducted under Task 2.

### ***Task 1.3. Connection Points and Pipeline Alignment***

A preliminary intertie pipeline alignment and connection points have been prepared for MHCS D. West Yost will prepare a map showing optimum connection points and up to three (3) potential intertie alignments between the MHCS D water system and the City's water system.

West Yost will share information with both MHCS D and the City for review and discussion. West Yost will schedule Workshop 1, described under Task 5.

#### **Task 1 Assumptions**

- West Yost will schedule a one (1) hour conference call with the MHCS D to discuss and establish intertie criteria.

#### **Task 1 Deliverables**

- West Yost will prepare a draft table of the supplemental supply projection that aligns with the intertie criteria defined by the MHCS D.
- West Yost will prepare a draft table of operating conditions for submittal and review by MHCS D and the City.
- West Yost will prepare a map of proposed connection points and three (3) intertie alignments for submittal to MHCS D and City.

Nader Shareghi, PE

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- The deliverables under this task will be discussed in Workshop 1 (between MHCS D and the City), as described under Task 5.
- Finalized operating conditions, connection points, and pipeline alignment will be incorporated into Task 2.

## **Task 2. Conduct Hydraulic Analysis and Identify System Capacity Constraints**

### ***Task 2.1. Hydraulic Analysis***

Based on the operating conditions and intertie connection points and alignment defined in Task 1, West Yost will perform a hydraulic analysis using each agency's current distribution system hydraulic model. Each agency's hydraulic model will remain independent, with appropriate facilities representing the emergency intertie and demands. Current and buildout maximum day demands and peak hour demands will be modeled.

West Yost will perform steady-state hydraulic analyses in each agency's model to verify the appropriate size for the proposed intertie and that operation of the emergency intertie meets the adopted performance criteria (i.e., pressure and pipeline velocity) for both distribution systems.

### ***Task 2.2 MHCS D and City Water System Capacity Constraints***

Based on the assumptions defined in Task 2, West Yost will verify that:

- The City's water system continues to meet operational criteria defined in its 2022 Citywide Water System Master Plan Update (2022 City WSMP), while providing emergency water supply to MHCS D or receiving water supply from MHCS D.
- MHCS D's water system continues to meet operational criteria defined in its 2020 Potable Water System Master Plan Update (2020 MHCS D PWSMP), while providing emergency water supply to the City or receiving water supply from the City.

In addition to the hydraulic analysis, West Yost will also analyze the following for each agency:

- Treatment Capacity
- Pumping Capacity
- Storage Capacity

West Yost will identify capacity limitations and any MHCS D and City system improvements required to provide needed emergency water supply to each other.

West Yost will share preliminary findings and recommendations from this analysis with both MHCS D and the City for review and discussion. West Yost will schedule Workshop 2, as described under Task 5.

### **Task 2 Assumptions**

- West Yost will use MHCS D's and the City's hydraulic models developed for their respective water system master plans.
- West Yost will use demands and operational criteria defined in MHCS D's and the City's respective water system master plans.

Nader Shareghi, PE

June 27, 2022

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### **Task 2 Deliverables**

- West Yost will provide a table of preliminary findings and a table listing recommended system improvements, if any, to MHCS D and the City for review and comment.
- The deliverables under this task will be discussed in Workshop 2 (with MHCS D and the City), as described under Task 5.
- West Yost will address comments on the preliminary findings and recommendations and incorporate them in the TM to be prepared under Task 4.

## **Task 3. Identify Preliminary Costs and Next Steps**

### ***Task 3.2. Preliminary Cost Estimate***

West Yost will prepare a preliminary planning-level cost estimate for the recommended intertie pipeline alignment and any MHCS D or City water system improvements that are identified under Task 2. West Yost will prepare a draft table of the preliminary costs to discuss with the MHCS D and the City during Workshop 3.

### ***Task 3.2. Anticipated Constraints and Approvals***

West Yost will conduct a preliminary planning-level environmental impacts analysis to identify any potentially significant impacts that could delay the recommended intertie. West Yost will also identify any anticipated agency permits, approvals, and contract amendments that the MHCS D may be required to obtain prior to completing the emergency intertie. Approval may be required by, and may not be limited to, current water suppliers, the State Water Resources Control Board, San Joaquin County, and the California Department of Transportation (Caltrans).

West Yost will share findings and recommendations from this analysis with both MHCS D and the City for review and discussion during Workshop 3.

### **Task 3 Assumptions**

- West Yost will develop costs consistent with an AACE Class 5 cost estimate.
- West Yost will develop unit costs for pipelines and other facilities recommended under Task 2.

### **Task 3 Deliverables**

- West Yost will provide a preliminary planning-level cost estimate table for the recommended emergency intertie and water system improvements recommended under Task 2.
- West Yost will provide a summary list of the anticipated environmental impacts and agency permits and approvals that will be required to MHCS D and the City for review and comment.
- The deliverables under this task will be discussed in Workshop 3 between MHCS D and the City, as described under Task 5.

## **Task 4. Prepare Technical Memorandum**

West Yost will prepare a draft technical memorandum (TM) documenting information from Task 1 and findings and recommendations from Tasks 2 and 3 for MHCS D review and comment.

After MHCS D has reviewed the draft TM, West Yost will conduct Workshop 3 with MHCS D and the City to review preliminary costs, anticipated approvals, and discuss comments. After receiving comments from MHCS D, West Yost will update the TM accordingly and prepare the final TM.

Nader Shareghi, PE  
June 27, 2022  
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#### Task 4 Assumptions

- MHCS D will share the draft TM with the City and request comments.
- MHCS D will consolidate its comments along with the City's, if any, and provide them to West Yost.
- The deliverables under this task will be discussed in Workshop 3 between MHCS D and the City, as described under Task 5.
- The TM review period is assumed to be two weeks.

#### Task 4 Deliverables

- West Yost will provide an electronic copy of the draft TM in Word and PDF format for review and comment.
- West Yost will provide a final TM in PDF format two weeks after receiving consolidated comments from MHCS D.

### Task 5. Conduct Workshops

Three (3) 1.5-hour workshops with the MHCS D and City staff are anticipated during the progress of the project to ensure that the proposed emergency intertie meets the needs of each agency. The planned workshops are listed below with the preliminary discussion topic.

- Workshop 1 – Intertie Operating Conditions: Workshop to be held with both MHCS D and City staff. The workshop will cover:
  - Operating conditions for using the emergency intertie; and
  - Optimum connection points and intertie pipeline alignments.
- Workshop 2 – Recommended Improvements: Workshop to be held with both MHCS D and City staff. West Yost will present the preliminary findings and recommendations from the hydraulic analysis and system capacity analyses conducted under Task 2.
- Workshop 3 – Draft TM/Costs Review: Workshop to be held with both MHCS D and City staff to review the draft TM, including the preliminary cost estimate for the recommended improvements and any anticipated project constraints and approvals that may be required.

#### Task 5 Assumptions

- Workshops (3) will be held in a hybrid meeting format, which will include a combination of in-person and remote attendees.
- For budgeting purposes, workshops are assumed to be no more than 1.5 hours in length and will be attended in-person by up to two (2) West Yost staff.

#### Task 5 Deliverables

- West Yost will provide an agenda prior to workshops.
- West Yost will prepare meeting notes, decisions, and action items discussed during the workshop(s).

### Task 6. Manage Project and Coordinate Tasks

West Yost will provide overall task management to keep this project on schedule and within budget. Day-to-day task management includes scheduling resources to perform the work, coordinating between staff, and communicating project progress with the MHCS D.

Nader Shareghi, PE

June 27, 2022

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This task also includes a kick-off meeting in addition to monthly project status meetings to keep MHCS D staff informed as to progress on the tasks. During the meetings, West Yost will report on progress for on-going tasks and discuss any issues being encountered. West Yost will provide brief status reports with each monthly invoice submittal.

The kickoff meeting is assumed to include both MHCS D staff and City staff to introduce the team and discuss the approach to the project, along with the project schedule. The kickoff meeting will go over:

- Existing supply sources and constraints (e.g., contractual requirements, water rights, etc.) within each agency's service area;
- Distribution system pressures (MHCS D Zone 2 and City Zone 3);
- Each agency's operating criteria (e.g., maximum pipeline velocities);
- Goal of the emergency intertie (maximum sustainable flow or transfer a specific volume)

#### Task 6 Assumptions

- Project kick-off meeting will be held in a hybrid meeting format, which will include a combination of in-person and remote attendees.
- Monthly project status meetings will be held virtually via Teams or similar format.

#### Task 6 Deliverables

- West Yost will provide agendas prior to meetings.
- West Yost will prepare meeting notes, decisions, and action items discussed during the meeting.
- West Yost will provide invoices with summary of activities completed during the previous month.

## 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 2022 Billing Rate Schedule, with a not-to-exceed budget of \$98,200. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

| Task  | Level of Effort, hours | Estimated Budget, dollars |
|---|------------------------|---------------------------|
| Task 1. Define Conditions for Operation, Intertie Connection Points, and Pipeline Alignment | 91                     | 23,100                    |
| Task 2. Conduct Hydraulic Analysis and Identify System Capacity Constraints                 | 92                     | 23,000                    |
| Task 3. Identify Preliminary Costs and Next Steps   | 40                     | 9,300                     |
| Task 4. Prepare Technical Memorandum  | 84                     | 19,600                    |
| Task 5. Conduct Workshops   | 44                     | 13,200                    |
| Task 6. Manage Project and Coordinate Tasks   | 34                     | 10,000                    |
| <b>Total Project Hours and Budget</b>   | <b>385</b>             | <b>\$98,200</b>           |



**EXHIBIT B**  
**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

1) **Compensation Schedule.**

**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 2022 Billing Rate Schedule, with a not-to-exceed budget of \$98,200. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

| <b>Table 1. Estimated Project Hours and Budget</b>  |                                   |                                      |
|---|-----------------------------------|--------------------------------------|
| <b>Task</b>   | <b>Level of Effort,<br/>hours</b> | <b>Estimated Budget,<br/>dollars</b> |
| Task 1. Define Conditions for Operation, Intertie Connection Points, and Pipeline Alignment | 91                                | 23,100                               |
| Task 2. Conduct Hydraulic Analysis and Identify System Capacity Constraints                 | 92                                | 23,000                               |
| Task 3. Identify Preliminary Costs and Next Steps   | 40                                | 9,300                                |
| Task 4. Prepare Technical Memorandum  | 84                                | 19,600                               |
| Task 5. Conduct Workshops   | 44                                | 13,200                               |
| Task 6. Manage Project and Coordinate Tasks   | 34                                | 10,000                               |
| <b>Total Project Hours and Budget</b>   | <b>385</b>                        | <b>\$98,200</b>                      |

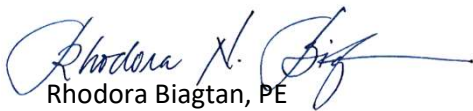
Nader Shareghi, PE  
June 27, 2022  
Page 7

## SCHEDULE

West Yost anticipates providing the draft operating conditions and holding a joint meeting between MHCS D and the City four weeks after receiving notice to proceed and conducting the kickoff meeting. A final TM will be issued within two (2) weeks following receipt of comments from the MHCS D on the draft TM.

Thank you for providing West Yost the opportunity to be of continued service to the MHCS D. 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



Rhodora Biagtan, PE  
Principal Engineer  
RCE #59371



Elizabeth Drayer  
Vice President  
REC #46872

Attachment(s): West Yost 2022 Billing Rate Schedule

## Attachment A

# West Yost 2022 Billing Rate Schedule



## 2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)\*

| POSITIONS   | LABOR CHARGES<br>(DOLLARS PER HOUR) |
|---|-------------------------------------|
| <b>ENGINEERING</b>  |                                     |
| Principal/Vice President                                  | \$318                               |
| Engineer/Scientist/Geologist Manager I / II               | \$301 / \$315                       |
| Principal Engineer/Scientist/Geologist I / II             | \$272 / \$289                       |
| Senior Engineer/Scientist/Geologist I / II                | \$244 / \$256                       |
| Associate Engineer/Scientist/Geologist I / II             | \$209 / \$224                       |
| Engineer/Scientist/Geologist I / II                       | \$168 / \$195                       |
| Engineering Aide  | \$98                                |
| Field Monitoring Services                                 | \$90                                |
| Administrative I / II / III / IV                          | \$86 / \$109 / \$130 / \$144        |
| <b>ENGINEERING TECHNOLOGY</b>                             |                                     |
| Engineering Tech Manager I / II                           | \$313 / \$315                       |
| Principal Tech Specialist I / II                          | \$287 / \$297                       |
| Senior Tech Specialist I / II                             | \$263 / \$275                       |
| Senior GIS Analyst  | \$238                               |
| GIS Analyst   | \$225                               |
| Technical Specialist I / II / III / IV                    | \$168 / \$191 / \$215 / \$240       |
| Technical Analyst I / II                                  | \$120 / \$144                       |
| Technical Analyst Intern                                  | \$97                                |
| Cross-Connection Control Specialist I / II / III / IV     | \$125 / \$136 / \$152 / \$170       |
| CAD Manager   | \$189                               |
| CAD Designer I / II                                       | \$147 / \$166                       |
| <b>CONSTRUCTION MANAGEMENT</b>                            |                                     |
| Senior Construction Manager                               | \$304                               |
| Construction Manager I / II / III / IV                    | \$185 / \$199 / \$211 / \$267       |
| Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1) | \$162 / \$180 / \$201 / \$209       |
| Apprentice Inspector                                      | \$147                               |
| CM Administrative I / II                                  | \$79 / \$106                        |
| Field Services  | \$209                               |

- 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.



## 2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)\*

### Equipment Charges

| EQUIPMENT                                      | BILLING RATES |
|--|---------------|
| 2" Purge Pump & Control Box                    | \$270 / day   |
| Aquacalc / Pygmy or AA Flow Meter              | \$28 / day    |
| Emergency SCADA System                         | \$35 / day    |
| Gas Detector                                   | \$80 / day    |
| Generator                                      | \$39 / day    |
| Hydrant Pressure Gauge                         | \$10 / day    |
| Hydrant Pressure Recorder, Impulse (Transient) | \$55 / day    |
| Hydrant Pressure Recorder, Standard            | \$40 / day    |
| Low Flow Pump Controller                       | \$75 / day    |
| Powers Water Level Meter                       | \$32 / day    |
| Precision Water Level Meter                    | \$19 / day    |
| Stainless Steel Wire per foot                  | \$0.03 / day  |
| Storage Tank                                   | \$15 / day    |
| Sump Pump                                      | \$24 / day    |
| Transducer Components (per installation)       | \$23 / day    |
| Trimble GPS – Geo 7x                           | \$220 / day   |
| Tube Length Counter                            | \$22 / day    |
| Turbidity Meter                                | \$22 / day    |
| Vehicle  | \$10 / day    |
| Water Flow Probe Meter                         | \$20 / day    |
| Water Quality Meter                            | \$27 / day    |
| Water Quality Multimeter                       | \$185 / day   |
| Well Sounder                                   | \$30 / day    |

2) **Reimbursable Expenses.**

Reimbursable expenses for Consultants working for MHCSD shall follow the guidelines outlined below. An invoice and receipts, outlining travel expenses, shall be submitted to NHCSD after the travel has occurred.

| <b>Expense Type</b>                  | <b>Reimbursement Policies</b>  | <b>Receipt Required</b> |
|--------------------------------------|--|-------------------------|
| Airfare                              | Actual cost of the least expensive class available. Business class and first class are not reimbursable.   | Yes                     |
| Airline Baggage Fees                 | Actual expense.  | Yes                     |
| Rental Car                           | Reimbursement for rental cars will be for a standard size car or smaller and will be reimbursed for the actual expense.  | Yes                     |
| Airport Shuttle                      | Actual expense, including gratuity.  | Yes                     |
| Taxi                                 | Actual expense, including gratuity.  | Yes                     |
| Meals & Incidentals                  | Actual expense, including gratuity. Itemized receipts must be included for reimbursement. No alcohol.<br><br>Other incidentals per itemized receipt.   | Yes                     |
| Hotel                                | Lodging obtained will be reasonable and in line with the moderate priced hotels for the area. Reimbursement will be only for room charge, taxes, and parking (if applicable).<br><br>Itemized receipts must be included for reimbursement. | Yes                     |
| Privately Owned Vehicle Mileage Rate | IRS allowable rate for the current year.   | No                      |
| Office Incidentals                   | Actual expense.<br><br>Copies/printing, courier/express delivery fees, phone calls.  | Yes                     |

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

- 1) **Required Coverage.** Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

| <b><u>TYPE OF INSURANCE</u></b>   | <b><u>MINIMUM LIMITS</u></b>  |
|---|---|
| <p><b>Commercial General Liability</b><br/> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>   | <p>\$1,000,000 per occurrence;<br/> Bodily Injury and Property Damage<br/> \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis</p>  |
| <p><b>Commercial or Business Automobile Liability</b><br/> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</p> | <p>\$1,000,000 per occurrence;<br/> Any Auto; Bodily Injury and Property Damage.<br/> Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.</p>   |
| <p><b>Workers’ Compensation (WC) and Employers Liability (EL)</b><br/> Required for all contractors with employees</p>  | <p>WC: Statutory Limits<br/> EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against MHCSD and its officers, officials, employees, and volunteers for loss arising from Work performed under this Agreement</p> |
| <p><b>Professional Liability/Errors &amp; Omissions</b><br/> Includes endorsements of contractual liability</p>   | <p>\$1,000,000 per occurrence<br/> \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim</p>  |

- 2) **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a) **Term.** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a

claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all Work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

- b) Additional Insured. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Mountain House Community Services District, its Board of Directors, and all MHCSO officers, agents, employees, volunteers and representatives.
- c) Primary Insurance. For any claims related to this Agreement or the Work hereunder, the Consultant's insurance covered shall be primary insurance as respects MHCSO, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by MHCSO, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d) Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to MHCSO.
- e) Certificates of Insurance. Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to MHCSO, evidencing that all required insurance coverage is in effect. MHCSO reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.
- f) Subcontractors. Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- g) Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  - i) The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the Work, so long as commercially available at reasonable rates.
  - iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of Work under this Agreement.
  - iv) A copy of the claim reporting requirements must be submitted to MHCSO for review prior to the commencement of any Work under this Agreement.



**3) All Policies Requirements.**

- a) Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to MHCS D. Acceptance of Consultant's insurance by MHCS D shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.
- b) Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of MHCS D for the self-insured retentions and deductibles before beginning any of Work called for by any term of this Agreement. At the option of MHCS D, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MHCS D, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to MHCS D guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c) Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- d) Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all Work performed by the consultant, its employees, agents, and subcontractors.

**4) Remedies.** In addition to any other remedies MHCS D may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, MHCS D may, at its sole option exercise any of the following remedies, which are alternatives to other remedies MHCS D may have and are not the exclusive remedy for Consultant's breach:

- a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b) Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c) Terminate this Agreement.