

AGREEMENT FOR ENGINEERING SERVICES

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT & WEST YOST ASSOCIATES MONITORING WELL DESTRUCTION AND INSTALLATION PROJECT

The following is an Agreement dated as of July 14, 2025 by and between the Bolinas Community Public Utility District, hereinafter referred to as “DISTRICT” and West Yost, hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, CONSULTANT represents to DISTRICT that it is a duly qualified engineering firm experienced in fieldwork relating to monitoring well destruction and installation at the BCPUD wastewater treatment plant, among other things; and

WHEREAS, in the judgment of the Board of Directors of DISTRICT, it is necessary and desirable to employ the services of CONSULTANT for supporting fieldwork in connection with the DISTRICT’s Drought Relief Well Project (the “Project”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Services.** This Agreement is consummated for the purpose of the provision of fieldwork support in connection with the DISTRICT’s Project, as more particularly described in the “Proposal for Groundwater Monitoring Well Installation and Destruction for the Bolinas Community Public Utility District Wastewater Treatment Plant” attached as EXHIBIT A.

1.1 **Scope of Services.** In accordance with the terms and conditions set forth in this Agreement, CONSULTANT agrees to perform all services described in the “Proposal for Groundwater Monitoring Well Installation and Destruction for the Bolinas Community Public Utility District Wastewater Treatment Plant” attached as EXHIBIT A. In the event of a conflict or inconsistency between the terms of this Agreement and “Proposal for Groundwater Monitoring Well Installation and Destruction for the Bolinas Community Public Utility District Wastewater Treatment Plant” attached as EXHIBIT A, this Agreement shall prevail.

1.2 **Performance Standard.** CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person or firm practicing in CONSULTANT’s profession. If DISTRICT determines that any of CONSULTANT’s work is not in accordance with such level of competency and standard of care, DISTRICT, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to do any or all of the following:

- a. Require CONSULTANT to meet with DISTRICT to review the quality of the work and resolve matters of concern;
- b. Require CONSULTANT to repeat the work at no additional charge until it is satisfactory to the DISTRICT; or

- c. Terminate this Agreement in accordance with the provision of Section 4 herein.

1.3 Assigned Personnel. CONSULTANT shall assign the work hereunder to West Yost Associates, and such other personnel employed by CONSULTANT and selected by West Yost Associates.

2. Payment.

2.1 Notwithstanding anything stated to the contrary herein, for performance of the Services (including, without limitation, all tools, equipment, labor, supplies, supervision and materials), DISTRICT agrees to pay, and CONSULTANT agrees to accept compensation in accordance with the Terms and Conditions specified in Exhibit A attached hereto and incorporated herein, and expense reimbursement in accordance with Section 2.2, provided, however, that the total sum of all payment to be made by DISTRICT to CONSULTANT shall not exceed \$55,500 or \$70,500 for the Services to be performed under this Agreement, dependent on determination of the optional fieldwork. Billing rates for labor categories in Attachment A of Exhibit A cover all salary-related costs including, without limitation, salary, fringe benefits, overhead, taxes, insurance and profit.

2.2 Monthly invoices shall be submitted by CONSULTANT and shall identify the basis for determination of the percentage of completion, the number of hours worked on DISTRICT's behalf during the period by job classification and a description of the work performed, the time spent on each task, the percent of each task completed during the period, and total percent of each task completed.

2.3 DISTRICT shall make monthly payments based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

2.4 All payments will be made in accordance with this Agreement.

3. Term of Agreement. The term of this Agreement shall commence in accordance with Section 8 below, and as described in Exhibit A "Proposal for Groundwater Monitoring Well Installation and Destruction for the Bolinas Community Public Utility District Wastewater Treatment Plant"). Additional time in proportion to the amount of review time used by the DISTRICT greater than that assumed in the CONSULTANT'S proposal will be allowed.

4. Termination. At any time and with or without cause, DISTRICT shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days prior written notice to CONSULTANT. In the event of such termination, DISTRICT shall pay CONSULTANT for services satisfactorily rendered as of the date of the notice of termination. If CONSULTANT should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, DISTRICT may immediately terminate this Agreement by giving CONSULTANT written notice of such termination and stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive payment for all services satisfactorily rendered as of the date of the notice of termination, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by DISTRICT by virtue of the breach of the Agreement by

CONSULTANT. For agreements where payment is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by CONSULTANT bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by DISTRICT by virtue of the breach of the Agreement by CONSULTANT

5. Options upon Breach by CONSULTANT. If CONSULTANT materially breaches any of the terms of this Agreement, DISTRICT's remedies shall include, but not be limited to, the following:

5.1 Immediately terminate the Agreement;

5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;

5.3 Retain a different consultant to complete the Services not finished by CONSULTANT pursuant to this Agreement; and/or

5.4 Charge CONSULTANT the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that DISTRICT would have paid CONSULTANT pursuant to Section 2 if CONSULTANT had completed the work.

6. Indemnification. CONSULTANT shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, and hold harmless the DISTRICT and its officials, directors, officers, employees, agents and authorized volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the CONSULTANT and its employees or agents in the performance of services under this Agreement. CONSULTANT will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to, hold harmless and indemnify the DISTRICT shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the DISTRICT, and does not apply to any passive negligence of the DISTRICT unless caused at least in part by CONSULTANT. With respect to third party claims against the CONSULTANT, the CONSULTANT waives any and all rights of any type of express or implied indemnity against the DISTRICT.

The foregoing obligation of CONSULTANT shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the DISTRICT or its officials, directors, officers, employees, agents, or authorized volunteers and (2) the actions of CONSULTANT or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by DISTRICT of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, CONSULTANT acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

7. Insurance. Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, shall procure and maintain the types and amounts of insurance listed below at all times during the performance of CONSULTANT's work under this Agreement. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by DISTRICT. If any of the required coverages expire during the term of this Agreement, CONSULTANT shall deliver the renewal certificate(s), including the commercial general liability additional insured endorsement, to DISTRICT at least ten (10) days prior to the expiration date.

7.1 **Verification of Coverage**

- a. Properly executed certified Certificates of Insurance clearly evidencing all coverage's, limits and endorsements required by this Agreement. Said Certificates shall be submitted to DISTRICT before work commences under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.
- b. Certified copies of the specified endorsements for each policy. Said endorsement copies shall be submitted to the DISTRICT within thirty (30) days of execution of this Agreement.

7.2 **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office (ISO) Business Auto Coverage (form CA 0001) covering Symbol 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance (also known as Errors & Omission) appropriate to CONSULTANT's profession covering CONSULTANT's wrongful acts, negligent actions, errors or omissions.

If Claims Made Policies:

- a. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work under this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

less than: 7.3 **Minimum Limits of Insurance.** CONSULTANT shall maintain limits no

- a. Commercial General Liability: Two million dollars (\$2,000,000) per occurrence, including products and completed operations, bodily injury, personal and advertising injury and property damage, or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if CONSULTANT has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Professional Liability: (also known as Errors & Omission) Insurance appropriate to the Design Professional profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- e. Worker’s Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against DISTRICT, its officials, directors, officers, employees, agents and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.
- f. If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

7.4 **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. The DISTRICT may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7.5 **All Policies Requirements.** The commercial general liability must contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status: DISTRICT, its officials, directors, officers, employees, agents and authorized volunteers are to be given insured status insurance (at least as broad as ISO Form CG 20 10 10 01 with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations. Commercial general liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance.
- b. Primary Coverage: For any claims related to this project, CONSULTANT's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the DISTRICT, its officials, directors, officers, employees, agents and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officials, directors, officers, employees, agents and authorized volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its officials, directors, officers, employees, agents and/or authorized volunteers.
- d. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability.
- e. A certified endorsement must be attached to all each insurance policy required by this Agreement stating that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits by the insurance carrier or CONSULTANT except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

7.6 **Subcontractors.** CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.

7.7 **Policy Obligations.** CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7.8 **Material Breach.** If CONSULTANT, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONSULTANT, DISTRICT may deduct from sums due to CONSULTANT any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

8. **Commencement of Work.** CONSULTANT is authorized to proceed with the performance of this Agreement upon date of issuance, by the DISTRICT's General Manager, of written notice to proceed with the Services, and shall complete said performance in accordance with the time specified in this Agreement, provided, however, that if the scheduled performance is delayed by earthquake, flood, high water, other Act of God or by strike, lockout or similar labor disturbances, the time for CONSULTANT's scheduled performance of this Agreement shall be extended by a number of days equal to the number of days the schedule has been delayed.

9. **Extra or Changed Work.** Only the DISTRICT's General Manager may authorize extra or changed work. Failure of CONSULTANT to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

10. **Representations and Warranties of CONSULTANT.**

10.1 **Standard of Care.** DISTRICT has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all Services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care"). CONSULTANT must perform all Services in accordance with the requirements of applicable federal, state and local laws and must immediately notify DISTRICT if CONSULTANT determines that performing Services consistent with its Standard of Care will conflict with the requirements of federal, state, or local law. DISTRICT's acceptance of CONSULTANT's Services shall not operate as a waiver or release of CONSULTANT's obligations to perform Services consistent with its Standard of Care.

10.2 **Status of CONSULTANT.** The parties intend that CONSULTANT, in performing the services hereinafter specified, shall act as an independent CONSULTANT and shall have control of the work and the manner in which it is performed. CONSULTANT shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent. CONSULTANT is not to be considered an agent or employee of

DISTRICT, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits DISTRICT provides its employees. In the event DISTRICT exercises its right to terminate this Agreement pursuant to Section 4 above, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable employees.

10.3 Taxes. CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but no limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold DISTRICT harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In case DISTRICT is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10.4 Cost Disclosure. In accordance with Government Code §7550, CONSULTANT agrees to state in a separate portion of its filed report, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

10.5 Records Created As Part of CONSULTANT's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that CONSULTANT prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. CONSULTANT hereby agrees to deliver those documents to the DISTRICT upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. DISTRICT and CONSULTANT agree that, until final approval by DISTRICT, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

10.6 Records Maintenance. CONSULTANT shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compassable under this Agreement and shall make such documents and records available to DISTRICT for inspection at any reasonable time. CONSULTANT shall maintain such records for a period of not less than five (5) years, or for any longer period required by law, from the date of final payment to the CONSULTANT to this Agreement

10.7 Inspection and Audit of Records. Any records or documents that Section 10.6 of this Agreement requires CONSULTANT to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the DISTRICT. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the Agreement.

10.8 Conflict of Interest. CONSULTANT may serve other clients, but none whose activities within the corporate limits of DISTRICT or whose business, regardless of location, would place CONSULTANT in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

CONSULTANT shall not employ any DISTRICT official in the work performed pursuant to this Agreement. No officer or employee of DISTRICT shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

CONSULTANT hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the DISTRICT. If CONSULTANT was an employee, agent, appointee, or official of the DISTRICT in the previous twelve (12) months, CONSULTANT warrants that it did not participate in any manner in the forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090, *et. seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the DISTRICT for any sums paid to the CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Nondiscrimination. CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or any other characteristic protected by law, during the term of this Agreement and any extension of the term.

10.10 Licenses and Permits. CONSULTANT represents and warrants to DISTRICT 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 in their respective professions. CONSULTANT expressly represents and warrants 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.

10.11 Laws, Regulations and Permits. CONSULTANT shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the CONSULTANT’s work to be performed under this Agreement.

10.12 Safety. CONSULTANT shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

11. Demands for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and, until the party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

12. Assignment. Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no assignment shall be of any force or affect whatsoever unless and until the other party shall have so consented. CONSULTANT hereunder offers and agrees to assign to DISTRICT, and agrees to require its subcontractors to offer and agree to assign the DISTRICT, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time DISTRICT tenders final payment to CONSULTANT, without further acknowledgement of the parties.

13. Ownership and Disclosure of Work Product. DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by CONSULTANT in the performance of and prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement. CONSULTANT may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of DISTRICT, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Thereby, CONSULTANT and DISTRICT acknowledge that

they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONSULTANT and DISTRICT acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.4 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for breach thereof shall be brought and tried in the County of Marin.

14.5 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.6 Merger. This writing, including all exhibits attached hereto, is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.7 Time of Essence. Time is and shall be of the essence in this Agreement and of each and every provision contained in this Agreement.

14.8 Notices. Any written notice to CONSULTANT shall be sent to:

West Yost Associates	Phone: (925) 949-5800
1001 Galaxy Way Ste 310	Email: csorensen@westyost.com;
Concord, California 94520	kgies@westyost.com

Any written notice to DISTRICT shall be sent to:

Bolinas Community Public Utility District	
ATTENTION: General Manager	
P.O. Box 390	Phone: (415) 868-1224
Bolinas, California 94924	Email: gwoods@bcpud.org

14.9 Professional Seal. Where applicable in the determination of the DISTRICT, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

14.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

14.11 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, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CONSULTANT:

By: Elizabeth T. Drayer
Elizabeth T. Drayer

Title: Vice President

West Yost Associates

DISTRICT:

By: _____

Title: _____

Bolinas Community Public Utility District



June 23, 2025

SENT VIA: EMAIL

Georgia Woods
General Manager
Bolin Community Public Utility District
Bolin, California 94924

SUBJECT: Proposal for Groundwater Monitoring Well Installation and Destruction for the Bolinas Community Public Utility District Wastewater Treatment Plant

Dear Georgia:

The purpose of this letter proposal is to provide the Bolinas Community Public Utility District (BCPUD) with a proposed scope of services, budget, and schedule for the installation and destruction of groundwater monitoring wells at the BCPUD Wastewater Treatment Plant and drafting of a Monitoring Well Installation and Destruction Report (Report).

Since the BCPUD is evaluating options for completing the fieldwork, West Yost has included all its fieldwork as optional components within each task. It should be noted, however, that the well installations and destructions are required to be overseen by a Professional Geologist or Engineer licensed in the State of California or a field geologist under the supervision of a licensed professional.

PROJECT BACKGROUND

Currently, there are two (2) monitoring wells installed at the BCPUD's Wastewater Treatment Plant (WWTP). However, these wells are damaged and need to be replaced. In addition, the San Francisco Regional Water Quality Control Board (RWQCB) stated in a January 2024 13267 Order (RWQCB Order) that the BCPUD will need to install additional groundwater monitoring wells in the vicinity of the WWTP to provide a better understanding of the potential for groundwater impacts from the entire land application site, as well as to characterize the site background conditions.

In December 2024, the BCPUD submitted a Groundwater Monitoring Well Installation Work Plan (Work Plan) to the RWQCB for approval. This plan described the plan to destroy the two existing monitoring wells and install three new wells that will meet the RWQCB's stated objectives. On May 2, 2025, RWQCB approved the Work Plan on the condition that BCPUD re-evaluate the groundwater flow direction and gradient at the WWTP site after two years of groundwater monitoring to determine the need to install additional groundwater monitoring wells.

SCOPE OF SERVICES

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

- Task 1. Project Management
- Task 2. Groundwater Monitoring Well Installation, Destruction, and Development Activities
- Task 3. Assistance with the First Sampling Event
- Task 4. Monitoring Well Installation and Destruction Report
- Task 5. As-Needed Consulting Services

The tasks and associated activities are described further in the sections below.

Task 1. Project Management

West Yost will provide project management services to BCPUD. Project management tasks include:

- Regular coordination and check-in meetings with BCPUD
- Budget and schedule reviews to assist the project in staying on track
- Coordination with subconsultants
- Monthly invoices provided to the client with services rendered

Task 1 Assumptions

- Project duration is assumed to be five months.

Task 1 Deliverables

- Monthly invoices with descriptions of services.

Task 2. Groundwater Monitoring Well Installation, Destruction, and Development Activities

West Yost will assist BCPUD with the preparation for and oversight of the destruction of the two existing groundwater monitoring wells, and installation and development of the three proposed monitoring wells in the Work Plan. For budgeting purposes, some of these tasks (including the field oversight) are considered 'optional' under this scope of work. However, the scope portion should be completed by a field geologist under the supervision of a California licensed professional to oversee the work.

Task 2.1. Pre-Field Preparations

This effort includes coordination with the driller and surveyor, filing permits for installation and destruction of groundwater monitoring wells with the County of Marin Environmental Health Services, and general preparation for all field activities.

Task 2.2. Permitting and Underground Services Alert Tickets

West Yost will file two well destruction permits for the existing monitoring wells and three well installation permits for the proposed monitoring wells with Marin County Environmental Health Services (EHS), as well as coordinate with EHS in obtaining the required permits¹.

Underground Services Alert of Northern California (USA North) requires that all groundwork requires the locations of existing and proposed monitoring wells be marked in white flags and/or paint, and a ticket filed no later than two business days prior to the start of all subsurface work. West Yost will work with the drilling contractor to file the required tickets for the work with USA North.

¹ Based on a phone conversation on March 26, 2025 with EHS, because the BCPUD is within the Coastal Zone, a Coastal Permit may be required. The EHS representative indicated that the requirements are written to apply to production wells, but a final determination could only be made by the Planning Department once the permit application packages for well installations/destructions are submitted. Due to this uncertainty, Coastal Permit costs are not included.

Task 2.3. Groundwater Monitoring Well Destruction and Construction Activities

West Yost will oversee the destruction of the two existing monitoring wells (GW1 and GW2) and installation of three proposed monitoring wells (MW-1, MW-2, and MW-3). We anticipate three total days on-site to complete the work – one day for the well destructions and two days for the installation of the three proposed MWs.

BCPUD will contract with a C-57 licensed driller to destroy the existing wells and install the three proposed wells in accordance with the Work Plan. All work will be overseen by a California-Licensed Geologist or a field geologist under the direction of a California-Licensed Geologist. Additional details related to installation and destructions are detailed in the Work Plan.

Following installation of the three proposed MWs, the driller will develop the three wells in accordance with the Work Plan. West Yost will contract with a California-Licensed Surveyor to survey each installed well in accordance with the Work Plan and RWQCB Order. We anticipate two days in the field for well development, surveying, and construction of surface completions.

Task 2 Assumptions

- Work related to Task 2 will be completed over a span of five consecutive days in the field.
- A Coastal Permit with the Marin County Planning Department will not be required.
- West Yost will be able to directly select and develop a contract with the drilling contractor.
- BCPUD will contract directly with the driller. West Yost will contract with the surveyor.

Task 2 Deliverables

- Deliverables for this task are accounted for in Task 4.

Task 3. Assistance with First Sampling Event

West Yost will provide support to BCPUD staff with the first sampling event. Work may include:

- General coordination with BCPUD staff to prepare for the sampling event.
- On-site sampling assistance with BCPUD staff to assist with sampling during the event in compliance with the Work Plan.
- Other as-needed assistance related to sampling the three newly installed monitoring wells.

Work under this task will be limited to budget assigned.

Task 3 Assumptions

- BCPUD will order sampling containers and contract and coordinate directly with the analytical laboratory.

Task 3 Deliverables

- None.

Task 4. Monitoring Well Installation and Destruction Report

Following completion of Tasks 2 and 3, West Yost will develop a draft Monitoring Well Installation and Destruction Report (Report). The objective of the Report will be to document work completed in support of installing the three new monitoring wells and destroying the two existing monitoring wells. A general outline for the report is as follows:

- Introduction, including background and purpose for the Report.
- Physical Setting, including facility overview, geologic setting, and groundwater conditions.
- Monitoring Well Destruction, including documentation of the two existing MWs to be destroyed.
- Monitoring Well Installation, including encountered lithology, groundwater conditions, monitoring well construction, monitoring well development, and survey activities.
- References.
- Supporting Documentation, including County permits, USA tickets, well development logs, DWR Completion Reports, and Surveyors Report.

A draft Report will be delivered to the BCPUD electronically. Comments from BCPUD will be incorporated into the final Report which will then be submitted through Geotracker.

Task 4 Assumptions

- One draft and one final Report will be delivered electronically to BCPUD.
- One round of consolidated comments will be incorporated into the final Report.
- One final Report will be submitted to Geotracker.

Task 4 Deliverables

- Draft Monitoring Well Installation and Destruction Report.
- Final Monitoring Well Installation and Destruction Report.

Task 5. As-Needed Consulting Services

West Yost will provide as-needed support service related to the WWTP to the District. The specific work efforts and deliverables under this task cannot reasonably be determined at this time. The services may include, but are not necessarily limited to:

- Assistance related to understanding general regulatory compliance issues and implementing the measures needed to maintain compliance.
- Reviewing and developing responses to correspondences from the RWQCB.
- Support related to addressing RWQCB comments on the Groundwater Monitoring Well Installation and Destruction Work Plan and Report.
- Helping the District develop special monitoring programs to assess treatment performance.
- Completing reviews of collected monitoring data.
- Attending and preparing for meetings.

Work under this task will be limited to budget assigned.

Task 5 Deliverables

- To be determined based on as-needed requests.

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 2025 Billing Rate Schedule, with a not-to-exceed budget of \$55,500 or \$70,500 dependent on determination of the optional fieldwork. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Hours and Budget				
Task	Without Fieldwork		With Fieldwork	
	Level of Effort, hours	Estimated Budget, dollars	Level of Effort, hours	Estimated Budget, dollars
Task 1. Project Management	16	4,500	16	4,500
Task 2. Groundwater Monitoring Well Installation, Destruction, and Development Activities	28	16,700	82	28,800
Task 3. Assistance with First Sampling Event	2	600	14	3,500
Task 4. Monitoring Well Installation and Destruction Report	102	27,800	102	27,800
Task 5. As-Needed Consulting Services	16	5,900	16	5,900
Total Project Hours and Budget	164	\$55,500	230	\$70,500

SCHEDULE

West Yost anticipates well installation will occur within three (3) months after receiving notice to proceed, and no later than the October 31, 2026 deadline included in the RWQCB Order.

West Yost will provide the draft Monitoring Well Installation Work Plan RWQCB Order within two (2) months after completion of the installation. This report is due within 120 days of the well installation.

Thank you for providing West Yost the opportunity to be of continued service to the Bolinas Community Public Utility District. We look forward to working with you on this project. Please call if you have any questions or require additional information.

Sincerely,

WEST YOST



Kathryn Gies, PE
Engineering Manager
PE #60522

Attachment A: West Yost 2025 Billing Rate Schedule



Attachment A

West Yost 2025 Billing Rate Schedule

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the 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 services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be 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.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day