

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Granite Rock Company, a California Corporation, hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A**
  - (a) The scope of work is briefly described and outlined as follows:  
Conduct cleanup work at the Salinas River Diversion Facility after the impact from the 2023 Winter Storms. Work will consist of silt/ debris removal deposited at the facility, restoring to pre-storm conditions.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
  
2. **Term of Agreement.** The term of this Agreement shall begin on May 20th, 2024, by CONTRACTOR and Agency, and will terminate on June 30th, 2025, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One Hundred Thousand Dollars, (\$100,000).
  
4. Monthly Invoices by CONTRACTOR; Payment.
  - (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
  
  - (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator Section 26.
  
  - (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
  
  - (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
  
  - (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.
  
5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

**10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.**

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

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

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

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

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

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic

duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Independent Contractor Compliance with Government Code Section 1097.6(c). CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

- 20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
- 22. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
- 23. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 24. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
- 25. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
- 27. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be:  
\_\_\_\_\_  
Martin Canning

Agency’s designated administrator of this Agreement shall be:  
\_\_\_\_\_  
Peter Vannerus



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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Peter Vannerus	Name: Martin Canning
Address: 1441 Schilling Place, Salinas, CA 93901	Address: 350 Technology Drive, Watsonville, CA 95076
Telephone: 831-788-3436	Telephone: 831-768-2700
Fax:	Fax:
E-Mail: Vannerusp@countyofmonterey.gov	E-Mail: MCanning@graniterock.com

29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.

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

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

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

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

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

DocuSigned by:  
BY: *Shaunna Murray*  
C2E06EDBECEFE4B5...  
Ara Azhderian  
General Manager

Date: 5/21/2024 | 9:26 AM PDT

**CONTRACTOR:**

BY: *Robert Snyder*

Type Name: Robert Snyder

Title: EVP Construction

Date: 5/16/2024

BY:

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Doulon*  
22D690CA05A940B...  
Assistant County Counsel

DocuSigned by:  
*Trent Hill*  
30922505678A4ED...  
Administrative Analyst

Dated: 5/20/2024 | 8:45 AM PDT

Dated: 5/20/2024 | 1:40 PM PDT

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

DocuSigned by:  
*Jennifer Forsyth*  
4E7E667876454AE...  
Auditor-Controller <sup>2</sup>:

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

Dated: 5/20/2024 | 12:56 PM PDT

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Contractor shall conduct the cleanup items listed in the attached document "SRDF 2023 Winter Storm Damage Repair: Out of Channel Structures", and as directed by Agency Staff assigned to the project. The items will consist of removal of silt and debris described in the Inspection Report within the document. The cleanup is partitioned into multiple tasks which will be conducted at a T&M rate until the task is completed or funding is expended. The contractor shall provide all labor, equipment, and materials needed to conduct the cleanup tasks.

Scope shall include:

Task 1: Mobilization & De-mobilization

Task 2: Remove Approx. 250cy of sediment on top of articulated block area and concrete structures of the facility (Right and Left Bank, areas are mapped in attached document). Cleanup to an "as-built" condition.

Task 3: Remove Approx. 1900cy of sediment from boat ramps, riprap, topsoil area of facility (Left and Right Bank, areas are mapped in attached document). Cleanup to an "as-built" condition or suitable alternative condition.

Task 4: Remove debris and vegetation throughout the facility with focus around the Dam Warning signs (Upstream and Downstream, areas are mapped in attached document). Cleanup to an "as-built" condition or suitable alternative condition.

**EXHIBIT B**  
**FEE SCHEDULE/PAYMENT PROVISIONS**

This Contract payment provisions shall be a Time and Material (T&M) rate to perform the cleanup services outlined in the Scope of Work and attached inspection report. Labor and Equipment rates will be based off Cal-trans hourly rates in accordance with general prevailing wages for labor and the standard equipment rental rates per Cal-trans Standard Specification Section 9-1.04. Material rate will be based off cost plus standard material markups.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Chris Kelley <b>PHONE (A/C. No. Ext):</b> 415-402-6521 <b>FAX (A/C. No):</b> 415-989-9923 <b>E-MAIL ADDRESS:</b> ckelley@woodruffswayer.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Granite Rock Company 350 Technology Dr. Watsonville, CA 95076	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> American Contractors Insurance Co RRG</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B :</b> Continental Insurance Company</td> <td style="text-align: center;">12300</td> </tr> <tr> <td><b>INSURER C :</b> ACIG Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td><b>INSURER D :</b> Berkley Assurance Company</td> <td style="text-align: center;">19984</td> </tr> <tr> <td><b>INSURER E :</b></td> <td style="text-align: center;">39462</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> American Contractors Insurance Co RRG	<b>NAIC #</b>	<b>INSURER B :</b> Continental Insurance Company	12300	<b>INSURER C :</b> ACIG Insurance Company	35289	<b>INSURER D :</b> Berkley Assurance Company	19984	<b>INSURER E :</b>	39462	<b>INSURER F :</b>	
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<b>INSURER D :</b> Berkley Assurance Company	19984												
<b>INSURER E :</b>	39462												
<b>INSURER F :</b>													

**COVERAGES** **CERTIFICATE NUMBER: 1080511532** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL23A00056 GL23B00056 (GL Excess) GL23C00056 (GL Excess)	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AL23000019	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			7014990956	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	N/A	WCA000026123	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution/Professional Liability			PCAB50223200623	6/1/2023	6/1/2024	Per Claim*/Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Excess GL & AL: Insurer issues an Excess Liability policy that follows Commercial General Liability and Auto Liability for \$10M Each Occurrence/\$10M Aggregate. Professional/Pollution \*Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.  
 Re: GR Job #8449; SRDF Post Storm Cleanup PH 1. Monterey County Water Resources Agency and the County of Monterey their officers, agents, and employees are named as additional insured as respects general liability and automobile liability, on a primary, non-contributory basis, per endorsements attached. Policies contain a 30-day notice of cancellation, 10-day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  Monterey County Water Resources Agency 1441 Schilling Place - North Building Salinas CA 93901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: AL23000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO LIABILITY COVERAGE FORM

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organizations(s); and
- B. Prior to the "accident" or the "loss".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: AL23000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG



# Attachment A

## Salinas River Diversion Facility 2023 Winter Storm Damage Repair: Out of Channel Structures

### Scope of Work:

The following repairs and cleanup required at the Salinas River Diversion Facility include work at both banks of the Facility. Left and Right banks, determined from the river flow direction. Facing with the flow of the river, the left side is the left bank and the right is the right bank. The diversion pumping structure is located on the left bank and this is the side with the most cleanup and repair efforts. Pictures and clear description of the work requested is included in Attachment A: SRDF March Winter Storm Damage and Cleanup Assessment. Aerial Map is included in Attachment B. The goal is to return the facility to post storm status similar to original construction completion status.

### Left Bank:

- Remove sediment on top of facility's articulated block and staging area
- Remove vegetation from the area outlined in the Attached Map
- Care needs to be taken when removing the sediment to not damage articulated block and concrete. Final removal should be done with a sweeper truck to get the final layer and expose all the articulated block and concrete floor
- Two boat ramps need sediment removed (upstream and downstream) and reestablish path to river, vegetation removal likely needed as well
- Two areas of heavy vegetation removal in front of the dam safety signs up and downstream of facility. Area needs to be clean and free of debris so viewing of the signs is possible from the river
- Some buildup of sediment needing removal on up and downstream wingwalls
- ~~Concrete spalling repair, approx. 14 sites varying size~~
- ~~Fish ladder cover plate repair : 3 damaged panels~~
- ~~Railing anchor repair (multiple sites)~~
- ~~Bring in riprap to replace displaced, sediment stuck in existing riprap may need hydro jetting to cleanup~~

### Right Bank:

- Sediment removal throughout site, estimates in Attachment A
- ~~Concrete repair (two sites)~~
- Clean articulated block and concrete abutments with sweeper truck
- Remove vegetation from upstream and down stream warning signage
- ~~Replace displaced riprap on upstream wingwall barrier~~

# SRDF March Winter Storm Damage and Cleanup Assessment

March 2024



## Summary:

After the winter storm of March 2023, significant disturbance and damage was observed at the Salinas River Diversion facility. Approximately 22,000 cfs went through the facility and submerged most of it, elevated pump diversion platform was above water. In April 2023, initial debris and silt was removed to allow the facility to operate. This was the minimum amount, and more is required to restore the facility to the California Division of Safety of Dams (DSOD) standards, after the 2023 inspection. The cleanup and repairs needed include further silt and sediment removal, debris removal, exposing and cleaning all the facility's structures to be observable. Significant Scouring was also discovered in the channel on the facility's approach apron of the structure which will need to be repaired as soon as possible. Damage assessment is on going to determine extent of damage to that component. Vegetation and silt removal is needed at the boat ramps and in front of all the upstream and downstream safety signage. Replacement of displaced riprap is also required.

### Summary Table:

Item	Qt.	unit
Sediment removal	1,983	yards
<del>Concrete repair (14 sites)</del>	<del>1154</del>	<del>sq-inches</del>
<del>In channel approach apron</del>	<del>Unquantified</del>	
<del>Fish ladder panels damaged</del>	<del>3</del>	<del>panels</del>
<del>Railing mounts damaged</del>	<del>6</del>	<del>mounts</del>
Vegetation and debris for signs	8,800	sq-ft
<del>Crack meters</del>	<del>2</del>	<del>meters</del>
<del>Staff plate replacement</del>	<del>2</del>	<del>plates</del>
<del>Riprap replacement</del>	<del>Calculated after sed removal</del>	

## Sediment Removal

- Removal of excess sediment on top of facility's articulated block.
- Removal of vegetation on facility.
- Reinstallation of riprap is needed along upstream and downstream banks.
- Upstream & downstream boat ramps have narrowed due to excess sediment, vegetation and fallen riprap. Needs to be cleared and widened to original size.
- Replacement riprap is needed to armor upstream and downstream banks of facility.
- Center riprap area between upper and lower deck, needs vegetation and sediment removed along with installation of replacement riprap.

Left Bank



**Area 1 LB Silt Removal:** Further sediment removal is required to return site to original condition. Estimated area: 15,500 sq feet with an estimated silt volume of 860 yards

*Seepage Wall*



**Area 2 LB Seepage Wall silt and debris removal:** Remove Silt build up and vegetation/ debris. Area included in Area 1 calculation.

*Upstream Boat Ramp*



**Area 3 Upstream boat ramp:** Remove Sediment and debris, restore boat ramp to original condition. Area: 1300sq ft, sediment varies in depth estimated at 80 yards (average 1.5 feet fill)

*Downstream Boat Ramp*



**Area 4 LB Downstream Boat ramp debris and fill removal:** Remove built up sediment and fill, restore to as original condition. Area 9100 sq ft estimated at 250 yards (ave. 0.75ft depth fill)

*Lower Deck & Center Rip Rap Area*



**Area 5 LB lower area and primary floor sections:** Remove Fill, debris and restore facility to original condition. Delicate sand removal is necessary to expose floor structures. The area is approximately 22,700 sq ft. or estimated fill of 168 yards (0.2 ft ave depth)



## Right Bank

- Removal of excess sediment on top of facility's articulated block.
- Removal of vegetation on facility.
- Reinstallation of riprap is needed along upstream and downstream banks.



**Area 1 RB facility structure:** Remove Silt, vegetation and expose facility structures. Area approximately 17,000 sq ft. Volume est. 125 yards



**Area 2 RB wing walls:** remove silt and replace riprap. Area 14,000 sq ft, volume est. 500 yards (ave depth 1 foot)

## Concrete Repairs

### Left Bank

- Several locations of spalling on left bank.
- Most concerning is located above the fish ladder entrance.
- Abutment between regulating weir and main weir has evidence of concrete damage.

#### Site #1

#### Upstream Wingwall, Left Bank, Area of repair (40 sq inches)



Site #2

Water edge of Fish Ladder, Left Bank, Area of repair (20 sq inches)



**Site #3**  
**Fish Ladder top panels, Left Bank , Area of repair (80 sq inches)**



**Site #4**  
**Fish Ladder top panels, Left Bank, AOR (9 sq inches)**



**Site #5**  
**Fish Ladder Entrance, Left Bank, AOR (160 sq inches)**





**Site #6**  
**Downstream of Fish Ladder Entrance, Left Bank, AOR (30 sq inches)**





Site #7

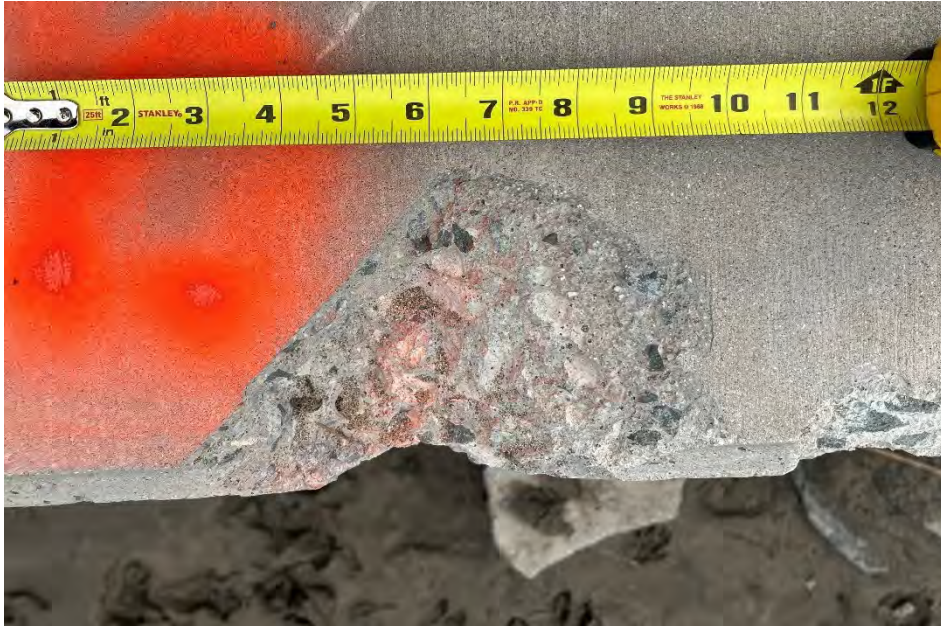
Downstream of Fish Ladder Entrance, Corner, Left Bank, AOR (16 sq inches)



Site #8  
Downstream Edge, Left Bank, AOR (128 sq inches)



**Site #9**  
**Downstream Edge, Left Bank, AOR (35 sq inches)**



**Site #10**  
**Downstream Edge, Left Bank, AOR (192 sq inches)**



**Site #11**  
**Downstream Edge, Left Bank, AOR (240 sq inches)**



**Site #12**  
**Downstream Edge, Left Bank, AOR (30 sq inches)**



**Site #13**  
**Downstream Edge, Left Bank, AOR (48 sq inches)**



Site #14

Upstream of Fish ladder Entrance, Left Bank, AOR (112 sq inches)





### Abutment Regulating Weir Side



*Figure 1: Gash in abutment*

## Right Bank

- Two locations of spalling on right bank structure.

### Site #1

Structure center of water's edge, Right bank, AOR (8 sq inches)



### Site #2

Downstream Wingwall, Right bank, AOR (6 sq inches)



## Articulated Block

- Articulated block on lower deck on left bank near fish ladder are disturbed.

**Between Spalling Sites 6 & 7 , AOR (360 sq inches)**



## Fish Ladder Repairs

- Several parts of top plates of the fisher ladder are damaged and the lower deck panel is uplift preventing it from being flush against other panels.

**Bent Fish Ladder Top Panels (Three panels damaged)**





## Crack Meters

- Two cracks on right bank, one is in need of cleaning and the other is missing and needs to be replaced.

### Right Bank



*Figure 2: Missing Crack Meter*



*Figure 3: Crack Meter needs cleaning.*

## Rail Supports

- Left bank rail support above fish screens needs to be repaired due to bolt being bent.
- Left and right bank rail supports are in need of tightening.

### Left Bank



*Figure 4: Damaged Rail Support*

## Signage

- Left and right bank downstream approach signs need vegetation to be removed to allow for it to be visible from river channel.
- Left bank upstream approach sign needs to be replaced and cleared of vegetation to be visible.
- Right bank upstream approach sign need vegetation to be removed to allow for it to be visible from river channel.
- Multiple right bank signs for no trespassing or indicating hazardous current conditions need to be removed due to damaged and/ or unreadable.
- Missing Staff Plates x2

Left Bank



*Figure 5: Downstream signage, vegetation removal needed.*

Right Bank



*Figure 6: Downstream signage, vegetation removal needed. Repair & remove debris from foreground sign*



# Attachment B



# Attachment B

Assumed volumes:  
Precision sand removal to expose facility structures  
223 yards  
Remove Sand Accumulation  
2150 yards  
Debris and veg removal for safety signs  
8900 sq feet



Remove debris for safety sign visibility

Remove debris for safety sign visibility

Remove Sand accumulation and fill

Remove Sand accumulation and fill

Remove sediment and expose facility floor

Remove Sand accumulation and fill

Remove sediment and expose facility floor

Remove debris for safety sign visibility

Remove debris for safety sign visibility