

ATTACHMENT 3

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI CONSULTANTS INC, a CALIFORNIA CORPORATION, located at 180 Grand Avenue, Suite 1410,
Oakland, CA 94612, hereinafter called "CONTRACTOR".

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

1. **Employment of CONTRACTOR.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:
Spillway Condition Assessment Report completion for San Antonio and Nacimiento Dam spillways.
- (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 upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on December 31, 2018 unless earlier terminated as provided herein.

3. **Payments to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred twenty six thousand six hundred eleven dollars
(\$ 126,611.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

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

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.

☐ 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.

☐ 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.

☐ 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.

☐ 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 County of Monterey, its 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. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR 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.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be Mr. William Rettberg; Agency's designated administrator of this Agreement shall be Mr. Chris Moss.

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

TO AGENCY

Name: Mr. Chris Moss

Address:

P.O. Box 930
Salinas CA 93902

Telephone: 831-755-4860

Fax: 831-424-7935

E-Mail: mosscc@co.monterey.ca.us

TO CONTRACTOR

Name: Mr. William Rettberg

Address:

180 Grand Ave Suite 1410
Oakland CA 94612

Telephone: 510-350-2900

Fax: 510-350-2901

E-Mail: wrettberg@geiconsultants.com

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

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

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

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

Exhibit A – Scope of Work / Work Schedule

Exhibit B - Payment Provisions

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

BY:

BY:

David E. Chardavoyne
General Manager

Type Name: _____
Title: _____

Date:

Date:

BY:

Type Name: _____
Title: _____

Date:

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

* 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.

(Spillway Condition Assessments)
Agreement/Amendment No # (June 2017)

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

Administrative Analyst

Dated: _____

Dated: _____

Risk Management:

Auditor-Controller:

Dated: _____

Dated: _____

Exhibit A

Scope of Work and Work Schedule

Nacimiento Dam and San Antonio Dam Spillway Condition Assessments

Task 1: Kick-Off Meeting and Review of Existing Information

1.1 Kick-Off Meeting (via telephone/web)

Upon receiving Notice to Proceed (NTP) from MCWRA, GEI will conduct a kickoff meeting (via telephone/web) with MCWRA to facilitate transfer of existing knowledge of Nacimiento and San Antonio dams and spillways among project personnel. The agenda will include scope of work, schedule, and project member roles and responsibilities.

1.2 Review of Existing Spillway Information

GEI will review available spillway plans, specifications, construction documents, prior inspection reports, and other technical documents provided by MCWRA to familiarize project personnel with the structures to be evaluated and identify potential issues or vulnerabilities to direct attention to during field inspections. Findings from this review will augment development of each spillway inspection plan prepared under Task 2.

Task 1 Deliverables:

Findings from Task 1.2 will be summarized in each Spillway Condition Assessment Report.

Task 2: Detailed Inspection Plans, Field Inspections and Technical Memorandum

2.1 Detailed Inspection Plan

GEI will prepare a detailed Inspection Plan for each spillway, which will include Health and Safety Plans. Inspection Plans will describe items to be inspected, inspection methods, safe access procedures for conducting inspections, particular points of interest developed from Task 1.2, and any other needed topics. Inspection Plans will be provided to MCWRA for review and comment before GEI conducts the field inspections under Task 2.2.

2.2 Spillway Field Inspections

Field inspection of each spillway will include, but are not limited to, the following elements: Visual inspection, photo documentation, and assessment of the entire concrete surface including the approach, crest, chute slab and side walls, and terminal structures;

- Use of safety ropes and trained staff may be needed for inspection of the steeper portion of the Nacimiento spillway. Use of safety ropes is not anticipated for San Antonio Dam.
- Mapping of the concrete chute lining for significant cracks, joints, offsets, damage, prior repairs, spalling, erosion, exposed aggregate or rebar, and any other signs of visible structural distress including potential for undermining, uplift, or hydraulic jacking
- Visual inspection of all accessible elements of the spillway drainage system including cleanouts, discharge points, or related locations
- Striking the concrete surface with a hammer to check for drum-like or hollow sounding concrete that may indicate voids under or behind concrete
- Inspection of accessible ground conditions adjacent to and downstream of each spillway, to map the site geology, assess foundation conditions beneath the chute and crest, and obtain information to help determine the potential presence of adverse conditions that could affect spillway performance such as susceptibility to erosion under or adjacent the

spillway (including plunge pool area), or instability of spillway foundation or adjacent areas

- Nacimiento inflatable spillway crest gates and high level spillway gates as access allows.
- Bridge inspection is not included in this scope of work

Field inspection personnel for each spillway will include key members covering hydraulic, structural, and geotechnical/geologic disciplines.

2.3 Additional Investigations (to be determined)

Based on the findings from Tasks 1.2 and 2.2, supplemental field and laboratory investigations may be recommended. Additional investigations may include but are not limited to:

- Geotechnical borings with rock coring to evaluate subsurface soil and/or rock conditions
- Laboratory testing of soil and/or rock core samples to evaluate engineering properties
- Impulse Response Method of void investigation under or behind concrete
- Ground penetrating radar to investigate slab thickness, presence of reinforcing steel, and potential presence of voids beneath concrete slabs
- Concrete drilling and boroscope exploration of void locations
- Coring of spillway chute slab and/or wall concrete to evaluate condition and provide samples for laboratory testing
- Laboratory testing of concrete core samples for strength, durability, deterioration, and other properties
- Detailed structural scanning and/or photogrammetry to document existing conditions and geometry and to provide a basis for comparison with future surveys
- Video inspection of existing spillway subdrains

Recommendations for additional investigations will be developed during inspections performed under Task 2.2. Once a scope of recommended additional investigations is finalized and agreed to by MCWRA, it is anticipated that review and approval will also be required from DSOD (and FERC for Nacimiento). GEI will prepare work plans for the additional investigations proposed at each dam for submittal to DSOD and FERC. GEI will participate in meetings or telephone conference calls with DSOD and FERC to review the recommendations and facilitate procuring approvals to proceed with the additional investigation work.

Because the scope of additional investigations is undefined until Task 2 is completed and DSOD/FERC approval is obtained, the budget estimate included in Exhibit B may need to be modified.

2.4 Preparation of Technical Memorandum (TM) Summarizing Spillway Inspection Findings

A TM summarizing findings from the field inspections will be prepared for each spillway after completion of Task 2.2. The TM will include recommendations of items that, in GEI's opinion, should be repaired before the coming winter and recommendations for additional investigations, if any. Draft TMs will be issued for review and comment by MCWRA. Final TMs will be provided to MCWRA.

Task 2 Deliverables:

Draft Inspection Plans will be provided for review and comment by MCWRA prior to performing spillway inspections. Final Inspection Plans will be provided to MCWRA.

Draft TMs will be provided for MCWRA's review and comment. Final TMs will be provided to MCWRA.

Task 3: Spillway Condition Assessment Reports

Draft Spillway Condition Assessment Reports for the spillways at each dam will be prepared.

The following will be included in each Spillway Condition Assessment Report:

- A summary of construction history, key design details, and other pertinent facts and findings from Task 1.2
- A summary of the inspection plan prepared under Task 2.1
- A summary of the field inspection completed under Task 2.2
- A summary of the additional investigations, if any, completed under Task 2.3
- Detailed observations and findings from the field inspection and additional investigations, including descriptions of concrete condition, drainage system function, plunge pool and discharge channel condition, and Nacimiento inflatable crest gate and high level gate condition as access allows. Relevant photographs from the field inspection and additional investigations will be included as needed
- The potential for undermining and hydraulic jacking will be evaluated
- Conclusions regarding the condition of the spillway will be presented and recommendations for remediation, if any, will be provided

Task 3 Deliverables:

A Draft Spillway Condition Assessment Report for each spillway will be provided for MCWRA review and comment. After receiving comments from MCWRA on the Draft Reports, Draft-Final Spillway Condition Assessment Reports will be prepared for submittal to DSOD for both spillways and FERC for Nacimiento. If needed, comments from DSOD and FERC will be reviewed and addressed and Finalized Reports will be issued. It is assumed that one meeting with DSOD covering both spillway reports and one meeting with FERC regarding Nacimiento will be needed.

Task 4: Project Management**4.1 Project Management**

GEI is confident that with proper planning, communication, and commitment from the project team, we can work with MCWRA to meet the project goals within the schedule provided. Under this task, GEI will include the following activities to ensure effectiveness in these important areas:

- Project Management and QA/QC (see Task 4.2 below), including engineering team and subcontractor services (as-needed)
- Monthly invoices including Project activities and status updates
- Project communications and correspondence, including meetings, site visits, and phone and e-mail communication

4.2 QA/QC

GEI has Quality Assurance (QA) and Quality Control (QC) procedures in place and is committed to providing MCWRA with quality service through our system of integrating quality control with the project management process. All staff assigned to MCWRA will be brief on the use of QA/QC procedures prior to commencing work. GEI is committed to systematically ensuring that we understand MCWRA's needs for all aspects of the services. GEI will provide a level of service that satisfies those needs. This policy is implemented by establishing controls that ensure continuous improvement. Quality control is performed by the technical team leaders identified on the organization chart, and these leaders will ensure that QA/QC procedures are followed from task order inception through sign-off all reports, recommendations, and other deliverables.

Work Schedule

Date	Activity
July 3, 2017	MCWRA issues Notice to Proceed
Week of July 10	Kick-off Meeting
5 Working Days following the Kick-off Meeting	Draft inspection plans provided to MCWRA
Weeks of July 17 or July 24	Spillway Field Inspections
August 16, 2017	Spillway Field Inspections Completed
August 18, 2017	Draft Technical Memoranda provided to MCWRA
August 23, 2017	Draft Condition Assessment Reports provided to MCWRA
September 8, 2017	Draft-Final Condition Assessment Reports provided to MCWRA

Exhibit B

Payment Provisions

GEI will perform work described in Exhibit A, and will be paid on a time and materials basis up to the “not-to-exceed” amount of \$126,611.

Nacimiento Spillway Inspection						
Task	Hours PM, Senior QA/QC (\$253)	Hours Sr Prof Grade 6 (\$190)	Hours Sr Prof Grade 5 (\$167)	Hours Sr Prof Grade 4 (\$141)	Hours Admin Assistant (\$94)	GEI Labor & Expenses
1. Kick-Off Meeting and Review of Existing Information	7	13	5	5		\$ 5,781
2. Detailed Inspection Plans, Field Inspections and Technical Memorandum		60	61	5	1	\$ 22,386
3. Spillway Condition Assessment Report	24	38	51	18	2	\$ 24,535
4. Project Management	2	1			1	\$ 790
Direct Costs				\$1,961		\$ 1,961
Subtotal						\$ 55,453

San Antonio Spillway Inspection						
Task	Hours PM, Senior QA/QC (\$253)	Hours Sr Prof Grade 6 (\$190)	Hours Sr Prof Grade 5 (\$167)	Hours Sr Prof Grade 4 (\$141)	Hours Admin Assistant (\$94)	GEI Labor & Expenses
1. Kick-Off Meeting and Review of Existing Information	2	1	1	1		\$ 1,004
2. Detailed Inspection Plans, Field Inspections and Technical Memorandum		28	29	6		\$ 11,009
3. Spillway Condition Assessment Report	8	8	12	6		\$ 6,394
4. Project Management	2	1			1	\$ 790
Direct Costs				\$1,961		\$ 1,961
Subtotal						\$ 21,158

Additional Investigations	
GEI labor and expenses and/or may include, but not limited to: concrete coring, video inspections, investigative drilling, Ground Penetrating Radar (GPR), Impulse-Response Method (IRS), boroscope exploration, laboratory testing, other	\$ 50,000

Note: Because the scope of the additional investigations is undefined until Task 2 is completed and DSOD/FERC approval is obtained, the amount above may need to be modified.

Project Costs	
Nacimiento Spillway Inspection	\$ 55,453
San Antonio Spillway Inspection	\$ 21,158
Additional Investigations	\$ 50,000
Not-to-Exceed Total	\$126,611

Hourly Rate Information	
Personnel	Hourly Rate
PM, Senior QA/QC	\$ 253
Senior Professional - Grade 6	\$ 190
Senior Professional - Grade 5	\$ 167
Senior Professional - Grade 4	\$ 141
Admin Assistant	\$ 94

NOTES:

1. Hotel, meals, incidentals to be billed at GSA rates; mileage to be billed at IRS allowable rate
2. Subcontractors cost may be marked up 10%