

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, 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:
Engineering, permitting, and environmental services related to the design and permitting for the repair of the Agency's Moss Landing Tide Gate facility.
- (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 August 21, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2025, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to 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.

(\$)-100,000.00

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 shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us 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

- 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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

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.

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. 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

Mark Foxworthy

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 | TO CONTRACTOR |
|--|---|
| Name: <u>Mark Foxworthy</u> | Name: <u>Mr. William Rettberg</u> |
| Address: <u>1441 Schilling Place - N. Bldg, Salinas CA 93901</u> | Address: <u>180 Grand Avenue, Suite 950, Oakland CA 94612</u> |
| Telephone: <u>(831) 755-8984</u> | Telephone: <u>510-910-2201</u> |
| Fax: <u>831-424-3579</u> | Fax: <u>-----</u> |
| E-Mail: <u>foxworthymel@co.monterey.ca.us</u> | E-Mail: <u>wrettberg@geiconsultants.com</u> |

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 - Fee Schedule

Exhibit C - Deliverables

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:**

BY: DocuSigned by:
Ara Azhderian
1F182FEB49A2435

Ara Azhderian
General Manager

Date: 8/25/2023 | 11:46 AM PDT

CONTRACTOR:

BY: 

Type Name: WILLIAM RETZBERG

Title: SEN. VP

Date: 8/24/23

BY: 

Type Name: Mark Freitas

Title: Vice-President

Date: 8/24/2023

* 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.

(GEI Consultants, Inc.)
Agreement

Approved as to form ¹:

Approved as to fiscal provisions:

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

DocuSigned by:
Ezequiel Vega Rios
7D289913E628402...
Administrative Analyst

Dated: 8/24/2023 | 3:36 PM PDT

Dated: 8/25/2023 | 8:36 AM PDT

County Counsel – Risk Manager:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Auditor-Controller ²:

Dated: _____

Dated: 8/25/2023 | 7:20 AM PDT

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

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

Task 1 – Review Project Details and Project Management – This task is for General Oversight and QA/QC by GEI’s MCWRA and Contract Project Managers (Bill and Rob, respectively). It includes some initial review and oversight hours.

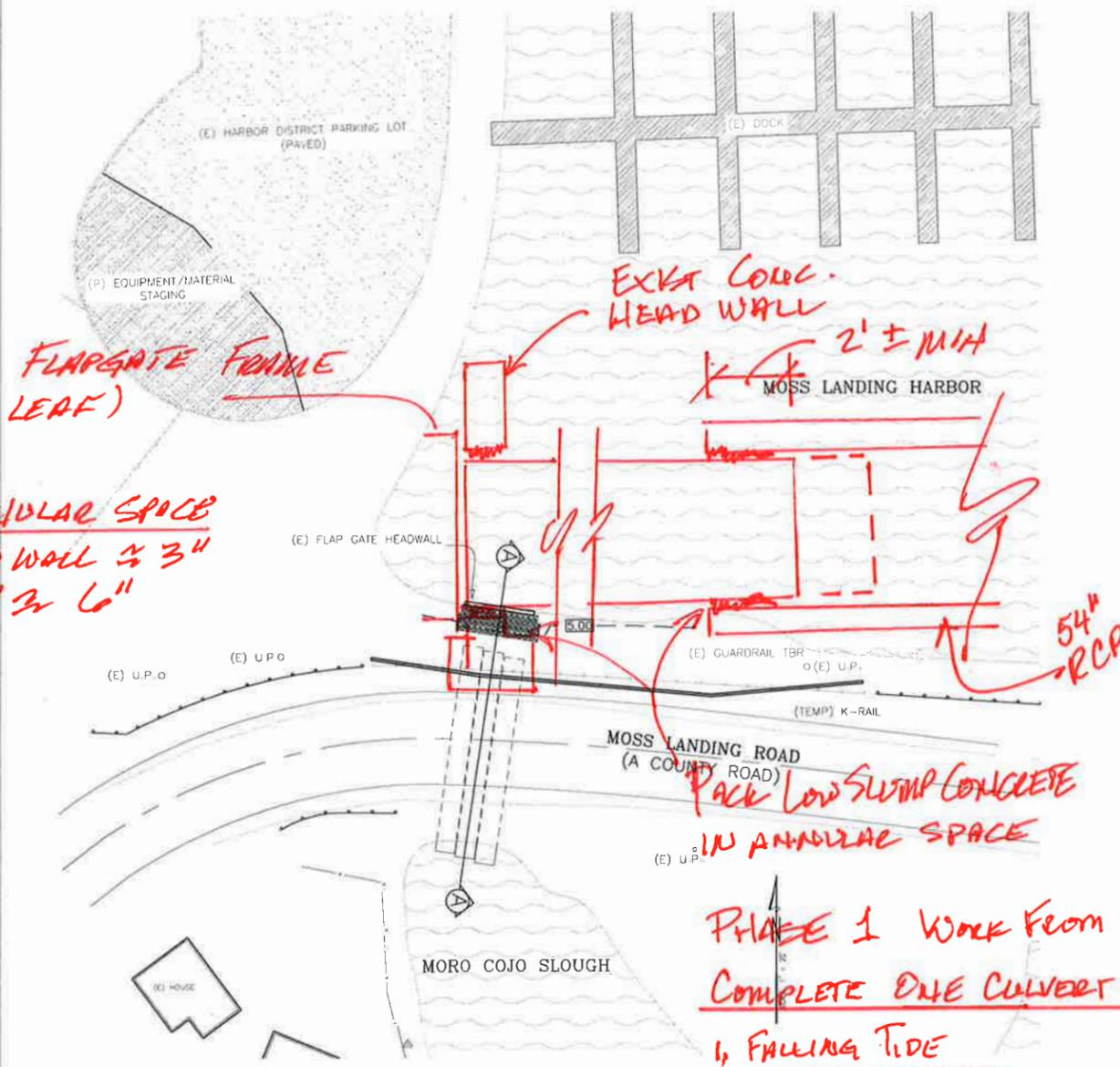
Task 2 – Develop Plans and Specifications for Construction Contract – This task is for preparation and QC/QA oversight of plans and specifications for the Moss Landing Tide Gates culvert repair project based on the conceptual design as shown in MCWRA Moss Landing Culverts SOW_v2 below (this exhibit). The conceptual drawings are included for reference. This task also includes a contingency for additional design efforts if changes are necessary in response to permitting agency comments or requirements.

Task 3 – Environmental Permitting Assistance – GEI will prepare environmental regulatory permit applications for the project.

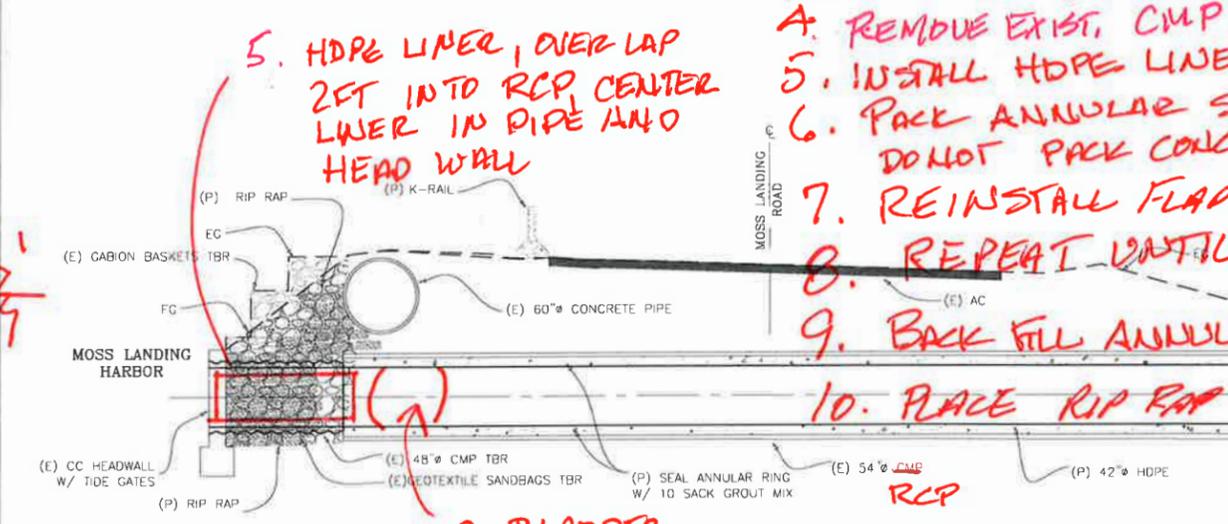
GEI assumes that the necessary permits will include: a U.S. Army Corps of Engineers (USACE) Nationwide Permit (NWP) 3 for Maintenance Activities ; Notice of Intent to work under the General Order for Waste Discharge Requirements for Corps’ Nationwide Permits (WQ-2021-0048-DWQ); Lake and Streambed Alteration Notification to the California Department of Fish and Wildlife; and Coastal Development Permit for the California Coastal Commission. Since the project will require a USACE permit, information to support USACE’s consultations with the U.S. Fish and Wildlife Service, pursuant to Section 7 of the Endangered Species act, and the State Historic Preservation Office, pursuant to Section 106 of the National Historic Preservation Act will also be necessary.

GEI will prepare the draft applications for the permits and send to MCWRA for review. Upon receipt of comments and edits, GEI will finalize the permit applications for MCWRA submittal to the agencies. GEI assumes that MCWRA will prepare the CEQA Notice of Exemption and will pay the filing fees for the final permit applications. This scope of work and fee estimate includes time for GEI to assist MCWRA with consultations with the agencies to obtain issued permits.

Conceptual Drawing



SITE PLAN
SCALE 1" = 20'



PROFILE A-A
SCALE 1" = 5'

PROJECT PURPOSE

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR, FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES

SURVEY NOTES

- ELEVATIONS SHOWN ARE NAVD 88.
- CONTOUR INTERVAL = 1 FOOT.
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

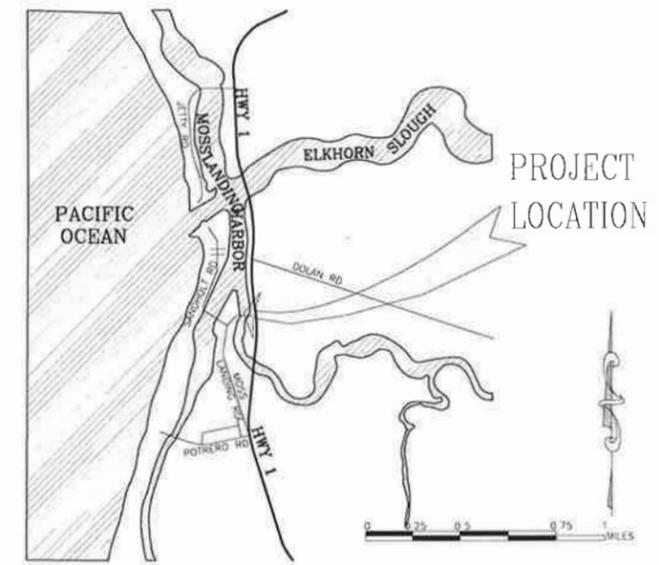
GRADING NOTES

- ALL GRADING SHALL BE DONE ABOVE THE WATER LINE.
- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION.
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (C.Y.):

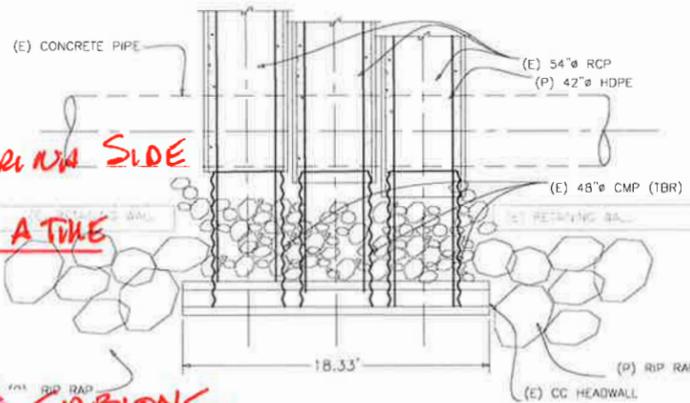
| | CUT | FILL |
|------------|-----|------|
| SAND BAGS | 9 | |
| CAGON ROCK | 17 | |
| HDPE PIPE | | 6 |
| RIP RAP | | 26 |
| GROUT | | 30 |
| TOTAL | 26 | 62 |
- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS.

ABBREVIATIONS (GENERAL)

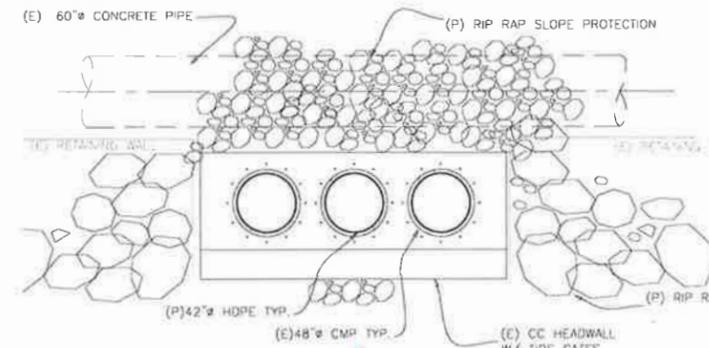
| | | | |
|------|-----------------------|------|--------------------------|
| AC | ASPHALT | RCP | REINFORCED CONCRETE PIPE |
| CMP | CORRUGATED METAL PIPE | TYP | TYPICAL |
| (E) | EXISTING | Ø | DIAMETER |
| EG | EXISTING GRADE | W/ | WITH |
| FG | FINISHED GRADE | TBR | TO BE REMOVED |
| TEMP | TEMPORARY | U.P. | UTILITY POLE |



VICINITY MAP



TIDE GATE W/ 12" SLIDE GATE- EXPLODED VIEW
SCALE 1" = 2'



FRONT ELEVATION
SCALE 1" = 5'

PHASE 1 Work From MARINA SIDE

COMPLETE ONE CULVERT AT A TIME

- FALLING TIDE
- INSTALL BLADDER
- REMOVE FLAP GATE LEAF
- REMOVE EXIST. CMP - 1/2 GABIONS
- INSTALL HDPE LINER DR 21 (100psi) $\pm 2"$ MIN 2' INTO RCP, CENTER HDPE (LENGTH TO BE FIELD DETERMINED)
- PACK ANNULAR SPACE WITH LOW SLUMP (STIFF) CONCRETE AT LOW TIDE
DO NOT PACK CONCRETE IN FLAP GATE FRAME (FULL WIDTH WALL, 2' AT RCP)
- REINSTALL FLAP GATE LEAF, REMOVE PLUG
- REPEAT UNTIL ALL CMPS ARE REPLACED
- BACK FILL ANNULAR SPACE BTWN PIPE & AND RETAINING WALL W/ 3/4" CRUSH GRAVEL, 1' ABOVE HDPE
- PLACE RIP RAP ON SLOPE AND RESTORE



| REVISIONS | | DATE | | BY | |
|-----------|--|------|--|----|--|
| | | | | | |
| | | | | | |

MOSS LANDING TIDE GATES

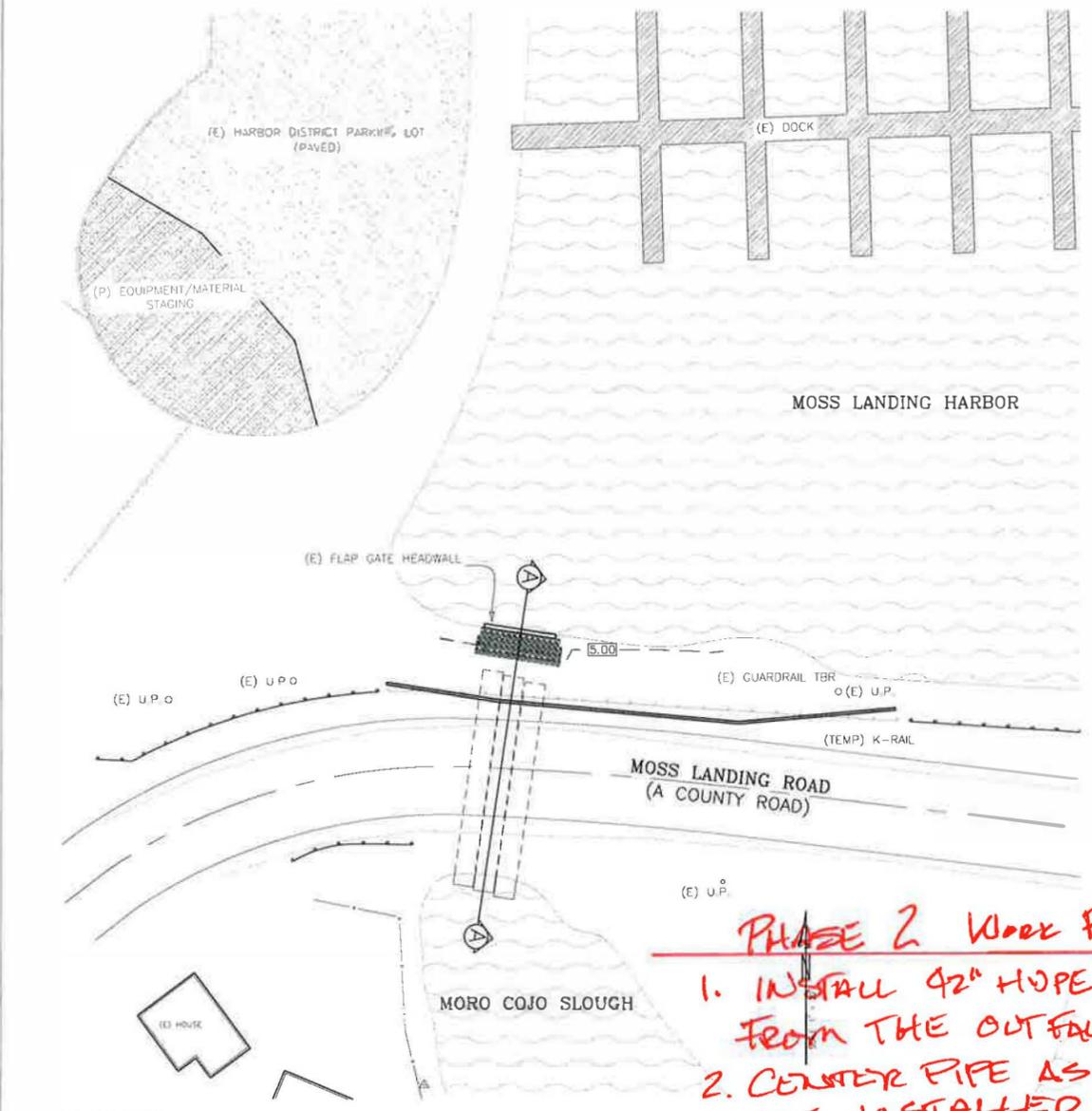
MOSS LANDING HARBOR
MOSS LANDING ROAD
MOSS LANDING, CA 95076
COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED BY
MONTEREY COUNTY WATER RESOURCES AGENCY

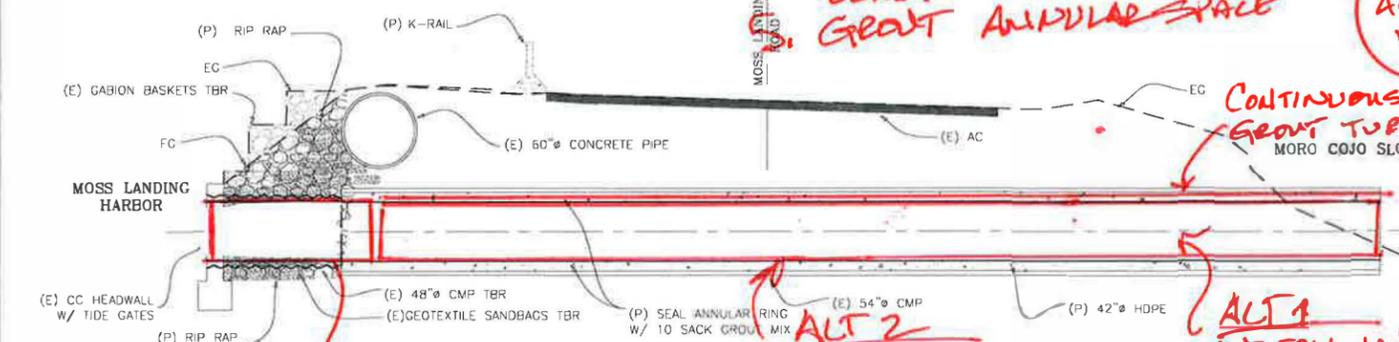
P.O. BOX 930 (831) 755-4860 SALINAS, CALIFORNIA 93902

| SCALE | DATE | DRAWN BY | SHEET |
|--------|----------|----------|------------|
| VARIES | DEC 2021 | MEP | C-1 OF ONE |

JOB No. 21-001



SITE PLAN
 SCALE 1" = 20'



PROFILE A-A
 SCALE 1" = 5'

PROJECT PURPOSE

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR, FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES.

SURVEY NOTES

- ELEVATIONS SHOWN ARE NAVD 88.
- CONTOUR INTERVAL = 1 FOOT
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

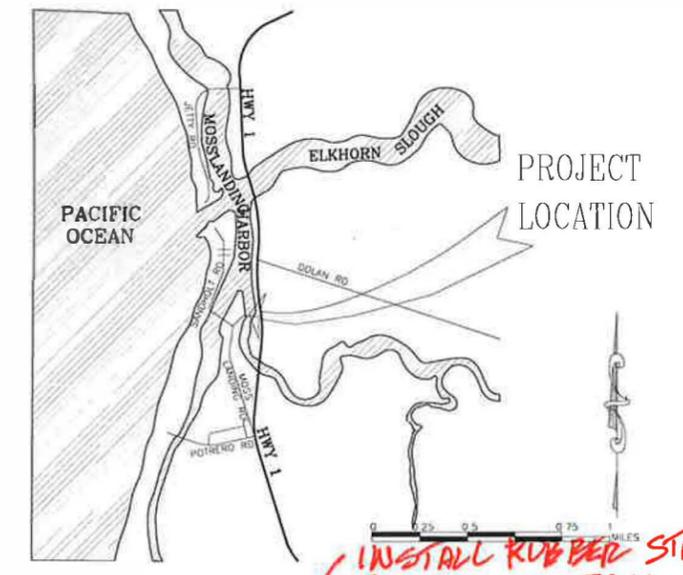
GRADING NOTES

- ALL GRADING SHALL BE DONE ABOVE THE WATER LINE.
- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION.
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (C.Y.):

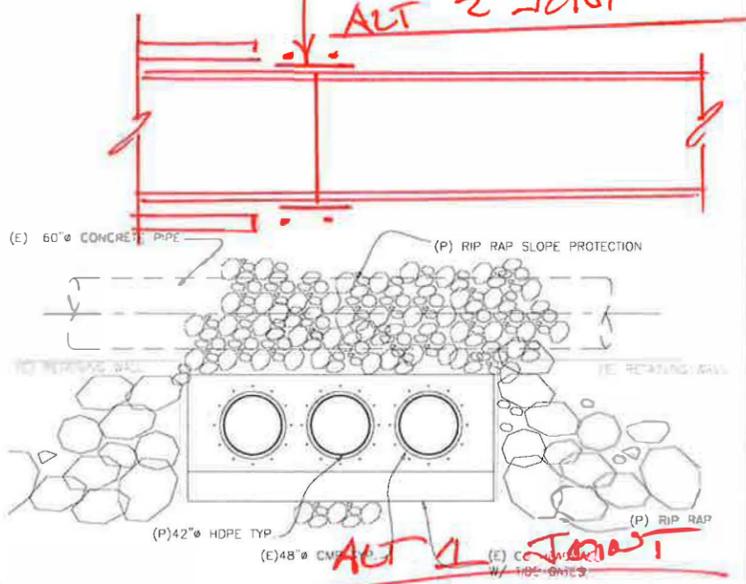
| | CUT | FILL |
|-------------|-----|------|
| SAND BAGS | 9 | |
| GATION ROCK | 17 | |
| HDPE PIPE | | 6 |
| RIP RAP | | 26 |
| CBOLIT | | 30 |
| TOTAL | 26 | 62 |
- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS

ABBREVIATIONS (GENERAL)

| | | | |
|------|-----------------------|------|--------------------------|
| AC | ASPHALT | RCP | REINFORCED CONCRETE PIPE |
| CMP | CORRUGATED METAL PIPE | TYP | TYPICAL |
| (E) | EXISTING | # | DIAMETER |
| EG | EXISTING GRADE | W/ | WITH |
| FC | FINISHED GRADE | TBR | TO BE REMOVED |
| TEMP | TEMPORARY | U.P. | UTILITY POLE |



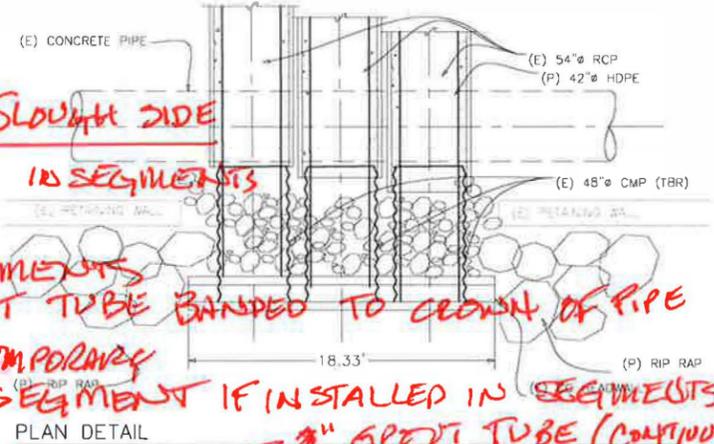
VICINITY MAP



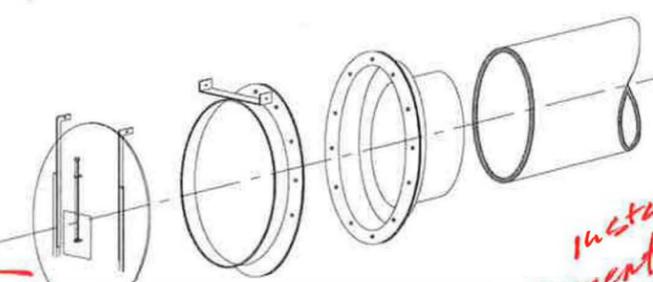
FRONT ELEVATION
 SCALE 1" = 5'

PHASE 2 Work From Slough Side

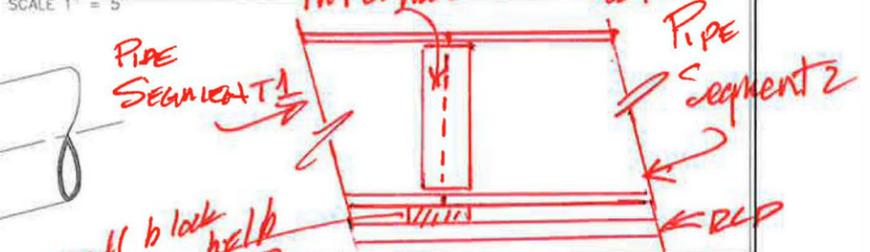
- INSTALL 42" HDPE OR 21 IN SEGMENTS FROM THE OUTFALL.
- CENTER PIPE AS SEGMENTS ARE INSTALLED. GROUT TUBE Banded TO CROWN OF PIPE
- INSTALL INTERNAL TEMPORARY SEAL WITH PHASE 1 SEGMENT IF INSTALLED IN SEGMENTS
- SEAL ANNULAR SPACE AT EXIST, INSTALL VENTS THRU SEAL. GROUT ANNULAR SPACE



PLAN DETAIL
 SCALE 1" = 5'



TIDE GATE W/ 12" SLIDE GATE- EXPLODED VIEW
 SCALE 1" = 2'



ALT 2
 42" HDPE UNDER FIELD WELD SEGMENTS INSTALL AS ONE CONTIN. PIECE

ALT 1
 INSTALL IN SEGMENTS THAT CAN BE HANDLE FROM SHORE, JT Seal to Right or proprietary lock seal.

MONTEREY COUNTY WATER RESOURCES AGENCY

MOSS LANDING TIDE GATES

MOSS LANDING HARBOR
 MOSS LANDING ROAD
 MOSS LANDING, CA 95076
 COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED BY
MONTEREY COUNTY WATER RESOURCES AGENCY

P.O. BOX 830 (831) 755-4860 SALINAS, CALIFORNIA 95302

SCALE VARIES DATE DEC 2021 DRAWN BY MEP SHEET C-1 OF ONE

EXHIBIT D

Payment Provisions

Monterey County Water Resources Agency Labor and Direct Cost Estimate

Moss Landing Tide Gates

MCWRA - Moss Landing Tide Gates

| Task No. | Description | Labor Estimates | | | | | | | | | | | | | | | | | | Total Estimate | | | | | |
|---------------------------------|--|-----------------|---------|---------|-------|------|---------|--------|----------|-------|-------|--------|-------|-------|-------|---------|---------|----------------|----------|----------------|---------|----------|----------|----------|----------|
| | | Rettberg | | Sansone | | Fill | | Martin | | Htain | | Irving | | Staff | | Liu | | Subconsultants | | | | | | Admin | |
| | | Hrs | \$342 | Hrs | \$342 | Hrs | \$306 | Hrs | \$269 | Hrs | \$228 | Hrs | \$182 | Hrs | \$191 | Hrs | \$171 | Hrs | | Hrs | \$127 | Hrs | Labor | Per Diem | Total |
| 1 | Review Project Details and Project Management | | | | | | | | | | | | | | | | | | | | | 4 | \$1,296 | | \$1,296 |
| | Review Project Details and Coordinate Work | 2 | \$684 | | | 2 | \$612 | | | | | | | | | | | | | | | 4 | \$1,296 | | \$1,296 |
| 2 | Develop Plans and Specifications for Construction Contract | | | | | | | | | | | | | | | | | | | | | 116 | \$25,978 | \$1,771 | \$27,749 |
| | Develop Plans and Specifications for Construction Contract, including Site Visit | | | 2 | \$684 | 14 | \$4,284 | 40 | \$10,760 | | | | | | | 50 | \$8,550 | | | 8 | \$1,016 | 114 | \$25,294 | \$1,771 | \$27,065 |
| | QC/QA Review | 2 | \$684 | | | | | | | | | | | | | | | | | | | 2 | \$684 | | \$684 |
| 3 | Assist with Environmental Permitting | | | | | | | | | | | | | | | | | | | | | 4 | \$41,296 | | \$41,296 |
| | Assist with Environmental Permitting | | | | | | | | | | | | | | | | | | \$40,000 | | | | \$40,000 | | \$40,000 |
| | QC/QA Review | 2 | \$684 | | | 2 | \$612 | | | | | | | | | | | | | | | 4 | \$1,296 | | \$1,296 |
| HOURS Subtotal Tasks 1-4 | | 6 | | 2 | | 18 | | 40 | | | | | | | 50 | | | | 8 | | 124 | | | | |
| Total Tasks 1-4 | | | \$2,052 | | \$684 | | \$5,508 | | \$10,760 | | | | | | | \$8,550 | | \$40,000 | | \$1,016 | | \$68,570 | \$1,771 | \$70,341 | |

Notes and Assumptions:

General

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 7% of labor for field tasks and will comply with MCWRA travel policies and procedures.

Task 1

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

Task 2

- Develop Plans and Specifications for Construction Contract is anticipated for one construction manager for 12 hours, one senior engineer for 32 hours, and one CAD/Design Engineer for 40 hours for conceptual and final drawings in coordination with MCWRA engineer(s).
- Site visit for Construction Manager and Engineer includes travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 assumes that existing MCWRA CAD files can be used for initial design layout and transfer into GEI CAD and drawing format.
- Task 2 will be based on conceptual drawings provided to and discussed with Mark Foxworthy of MCWRA on 8/14/2023 (copy attached). Specifications will be included on the drawings and not in separate specification format.
- Task 2 does not include an Opinion of Probable Cost Estimate from the design engineer.
- Task 2 includes a contingency of one construction manager for 2 hours, one senior engineer for 8 hours, and one CAD/Design Engineer for 10 hours for design changes due to unanticipated permitting agency comments and requirements.

Task 3

- Scope of Task 3 Assist with Environmental Permitting and Oversight and summary of cost by permit is included in attached document "MCWRA Moss Landing Culverts SOW_v2". Estimated costs are included and services will be performed only as approved by MCWRA.

EXHIBIT C

DELIVERABLES

Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Plan set suitable for construction of repairs to Moss landing Tide Gate Culverts at Moss Landing Harbor. [one (1) set PDF format]

ACAD file used to generate plans (include all layers, surfaces, and topo). [.dwg format]

A completed permit application for all required permits necessary to implement the repair project at Moss landing Tide Gates. [PDF format]

All documents, plans and associated files shall be provided to the Agency in digital formats specified via a link to a cloud based file transfer service/app.