

**Measure G Oversight Committee  
Agenda  
BMKCS D Community Center**

**Sunday March 16, 2025 1:00 pm**

**Members**

Vince Lattanzio, Board Lead	vlattanzio@bmkcsd.us
Steve Nash, Board Lead	snash@bmkcsd.us
Wendy Gibson	wendygibsonlaw@gmail.com
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Kevin Dugan	kevindugan1966@yahoo.com

**I. Roll call and introductions:**

**II. Meeting ground rules:**

- a. Participate with intention
- b. Appreciate the diversity of perspectives
- c. Listen and be respectful of all opinions
- d. Assume good intent, be kind and remember it is not personal

**III. Review of Roles and Responsibilities**

- a. Agendas must be submitted to Lisa in the CSD office to post to the public no less than 72 Hours (3) days prior to the date of the meeting.
- b. Scheduling meetings should be no less than two weeks prior to meeting.
- c. Submissions for the agenda items must be submitted no later than seven days prior to meeting date.
- d. Meeting minutes should be submitted to Lisa on the Friday before the board meeting scheduled (third Thursday of the month, unless there is a holiday)

**IV. Current Projects**

- a. SGH – Attached -revised proposal to prioritize deficiency repairs and Provide associated construction documentation for the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure
- b. SGH – Attached signed proposal to provide miscellaneous engineering services for BMKCS D

[Type here]

- c. Terry Friesen – Attached – Prioritization of Measure G repairs
  - 1. Flood gate – North lock stop log fabrication estimated \$200,000. To prevent anticipated failure of flood gates as a priority safety measure. Request proposal from Sam for North flood gates
- d. Update on Svendsen’s Bay Marine – stop log fabrication -Per Sam, he is waiting for materials and should be completed soon. Will need a fork lift at time of delivery. The stop log is approximately four hundred pounds.
- e. Brian Clark – researching pressure switches for locks and replacing with limit switches. Strom Electric proposal for installation will be needed.

**V. New Business**

- a. Permit Consultants for projects- Permitting assessment recommendation and proposal for permitting per project
  - 1. WRA – work with infrastructure- Justin Semion with WRA
  - 2. Anchor QEA – Katie Chamberlin
  - 3. EMC Planning Group – Janet Walther, M.S.
- b. Interview Engineering Committee with estimated costs
- c. Meeting with Justin Semion with WRA, Inc. scheduled for March 21, 2025-Site walk and boat tour for permit assessment, permitting and get proposal.
- d. Maloney Construction – Proposal for concrete curtain wall leak barrier – sent proposal to Maximo at SGH to review

**VI. Adjournment of meeting**



12 February 2025  
(Revised 21 February 2025)

Mr. Vincent Lattanzio  
Bel Marin Key Community Services District  
4 Montego Key  
Novato, CA 94949

Re: Revised Proposal to Prioritize Deficiency Repairs and Provide Associated Construction Documentation for the Bel Main Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA

Dear Mr. Lattanzio:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to submit this proposal to Bel Marin Keys Community Services District (BMKCSD) to develop a ~~Repair Prioritization Plan and associated~~ Repair Construction Package based on deficiencies identified in the 2024 SGH Condition Assessment Report of the BMKCSD navigation locks and associated marine infrastructure in Novato, California. This revised proposal supersedes all previous proposals for this work scope. Changes are marked by underlining or strikethrough.

This proposal is intended to provide the necessary engineering for the following:

- ~~Provide engineering services to develop a Repair Prioritization Plan for addressing the identified deficiencies in the 2024 condition assessment report for a 5-year implementation period.~~
- Provide structural engineering design services, including providing construction documentation (Drawings & Specifications) necessary for contractor bidding, permitting, and construction for the following BMKCSD marine infrastructure:
  - North Lagoon Lock gates and supporting concrete basin
  - North Lagoon Seawalls
  - North Lagoon Flood Gates
  - North and South Lagoon Connecting Culvert
  - South Lagoon Lock gates and supporting concrete basin
  - South Lagoon Seawalls
  - South Lagoon Overflow
- Provide engineering services to explore options for restoring the mechanical and electrical operational capability of the North Lagoon Flood Gates.

- Provide engineering services to explore the feasibility of increasing the height of the existing North and South Lock Gates for additional flood mitigation capacity.

## **BASIS OF PROPOSAL**

The following serves as a basis for this proposal:

- Email correspondence with Mr. Vincent Lattanzio, 14 February 2025.
- SGH presentation to BMKCSD Board, 21 November 2024.
- "Condition Assessment of the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA," prepared by Simpson Gumpertz & Heger Inc. (SGH), SGH Project No. 247232, dated 16 November 2024.
- Telephone conversation with Mr. Vincent Lattanzio, 10 October 2024.

We understand BMKCSD wants to repair deficiencies found for their marine infrastructure identified in the 2024 SGH Condition Assessment Report. ~~For funding purposes, BMKCSD also seeks to understand the severity of the damage and requests a prioritization of the repair work based on present conditions and risk of operational disruption.~~ BMKCSD is interested in restoring the Connecting Culvert between the two lagoons, enhancing the capacity of the South Lagoon Overflow Pipes, and restoring the operational capability of the North Lagoon Flood Gates. Additionally, BMKCSD would like to understand if the Lock Gates can be reasonably elevated to the level of the adjacent concrete for additional flood protection. We further understand that BMKCSD intends to hire a hydrologist to undertake a study to identify potential needs to reduce the risk of lagoon flooding and potential sea level rise issues.

## **SCOPE OF WORK**

We propose the following specific work scope:

1. ~~**Repair Prioritization**—SGH will develop a repair priority matrix. For each structure, SGH will identify a repair task based on the condition assessment. SGH will provide a preliminary, rough, order-of-magnitude engineer's opinion of construction costs for each repair task. SGH will consult with California-based marine contractors familiar with performing this type of work to develop our opinions. SGH will provide a cost with a proper contingency reflective of identified risk factors and the preliminary nature of the concept. We will make a determination of relative risk to operations based on the deficiencies identified and potential growth without mitigation over a 5-year time. Based on this, SGH will assign a risk ranking and rank all the tasks to help BMKCSD prioritize the execution of the repairs. Our matrix will be suitable for capital planning purposes.~~

~~SGH will prepare a letter report documenting our Repair Prioritization Plan, discussing cost, risk, and other operational, permitting, and construction opportunities. SGH will provide BMKCSD with a draft report for review. After receiving comments, SGH will finalize our report, the sole task deliverable.~~

2. **Construction Documentation** – SGH will conduct the necessary engineering to develop a complete set of construction documents, drawings, and technical specifications for installing the structural repairs for the following structures:

- North Lagoon Lock gates and supporting concrete basin
- North Lagoon Seawalls
- North Lagoon Flood Gates
- South Lagoon Lock gates and supporting concrete basin
- South Lagoon Seawalls

All engineering work will be done in accordance with the 2022 California Building Code (CBC). Drawings and technical specifications will be suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard.

We assume BMKCSD is leading all permitting efforts for the work included in this task.

3. **Construction Administration** – For the repair work described in Task 2, we have assumed an 8-week construction window. Over this time, SGH will perform the following tasks:

- Provide periodic structural observation during the structural portion of the construction effort. This will consist of weekly site visits to observe the general progress of construction at critical stages and to form an opinion as to the extent to which the contractor is conforming to the design intent.
- Following each field observation, SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.
- Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, or the contractor's work methods, which are indicated thereon. This proposal includes the budget for one iteration of shop drawing review only.
- Review contractor structural submittals other than shop drawings, including review of product data for conformance with the construction document requirements.

- Provide consultation to the contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify construction requirements.
- Coordinate with the owner's project manager if an immediate field response to construction issues is required.
- Review special inspection and testing reports prepared by the owner's Special Inspection agency and testing laboratory under the specifications.
- Upon completion of the construction, SGH will submit a letter to agencies as needed indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.

4. **Connecting Culvert Design and Documentation** — For this task, SGH assumes BMKCSD will retain a hydrologist to assess the hydraulic needs of the overall lagoon system, who will provide the necessary dimensions and flow rates for the culvert pipelines connecting the two lagoons.

For scoping purposes, we assume a 36-in. diameter pipeline will be required at two locations, as shown in our 21 November 2024 presentation to the Board. The design would also include outfall structures at each end of the pipelines. SGH will develop the drawings and technical specifications suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard. We assume BMKCSD is leading all permitting efforts to install the work included in this task.

5. **South Lagoon Overflow Design and Documentation** — For this task, SGH assumes BMKCSD will retain a hydrologist to assess the hydraulic needs of the overall lagoon system, who will provide the necessary dimensions and flow rates for the overflow pipes connecting the two lagoons.

For scoping purposes, we assume three to four 18-in. diameter pipes will be required to pierce the existing levee near the existing overflow. The design would also include riprap levee protection at each end of the pipes. SGH will develop the drawings and technical specifications suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard. We assume BMKCSD is leading all permitting efforts to install the work included in this task.

6. **North Lagoon Flood Gates Operational Restoration Evaluation** — SGH will investigate the condition of the electrical and mechanical system components that operate the gates, assuming all structural repairs detailed in Task 2 are to be made. SGH will provide mechanical and electrical engineering services to determine what is

required to restore operations of the system and identify failed, damaged, or otherwise inoperable equipment components. We assume all instrumentation and control equipment are functional and have excluded this system from our evaluation. SGH will team up with an electrical and mechanical subcontractor familiar with these types of installations to assist with the evaluation. We will be on-site for one day and assume BMLCSD will provide access to the gate structure.

Based on our findings, SGH will provide a list of suggested mitigation actions necessary to restore mechanical and electrical operations. For each action, SGH will provide a preliminary, rough, order-of-magnitude engineer's opinion of construction costs for suggested repairs. To develop our opinions of cost, SGH will consult with local contractors familiar with performing this type of work. SGH will provide a cost with a proper contingency reflective of identified risk factors and the preliminary nature of the suggested repair schemes.

7. **Lock Gate Elevation** – For both locks, SGH will investigate the feasibility of elevating the lock gate outer panel to the top of the adjacent concrete basin to improve flood resistance. SGH will perform the necessary evaluation of the existing gate to verify overall adequacy with the added head height and understand the extent of local reinforcing. SGH assumes minimal strengthening of the lock gates will be required to accommodate the increase their height. Based on this assumption, SGH will provide a cost for BMKCSD to consider and will adjust the construction documentation provided in Task 2 accordingly. However, if more significant modifications are necessary, SGH will consult BMKCSD before furthering the design and re-evaluate the next steps. SGH will investigate each lagoon lock gate independently.

## COMPENSATION

Task 1 has been eliminated from the scope at the direction of BMKCSD. We propose to provide the indicated services in Task 2 for a fixed fee of \$30,000. We suggest BMKCSD establish a time-and-materials budget, not to exceed US\$76,000 for the services described in Tasks 2 through 7. A breakdown of our fee is provided in Table 1.

**Table 1 - Breakdown of Fixed Fee**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	Connecting Culvert Design and Documentation	\$12,000 T&M
5	South Lagoon Overflow Design and Documentation	\$12,000 T&M
6	North Lagoon Flood Gates Operational Evaluation	\$12,000 T&M
7	Lock Gate Elevation	\$15,000 T&M

Our T&M budget amount represents our estimate of the cost to perform the scope of work based on the information currently in our possession and includes a small amount for contingencies. Our actual fees could be slightly more or less than the budget amount. However, we will not bill more than the budget amount without your prior written consent. If additional time and/or travel is required, this work can be performed for an additional cost on a time-and-materials or other mutually agreed-upon basis.

We reserve the right to suspend services if payments fall substantially in arrears. This proposal is valid for sixty days from the date of this proposal, after which time we reserve the right to modify it to reflect changing economic conditions.

### **SCHEDULE AND DELIVERABLES**

We are prepared to begin work upon receipt of a written notice-to-proceed (NTP). The following are project deliverables with a corresponding schedule of completion:

1. ~~Task 1 (Repair Priority): A draft repair priority matrix will be provided within four weeks of receipt of the NTP from BMKCSO. After receipt of all comments on the repair priority matrix, SGH will provide a final repair matrix with the submission of the Construction Documents.~~
2. Task 2 (Construction Documentation): After NTP, SGH will submit draft construction drawings and necessary technical specifications within eight weeks ~~of receipt of all comments on the Repair Priority Matrix~~. We will provide final construction documents four weeks after all comments have been received on the Draft documents.
3. Tasks 4 (Connecting Culvert Design and Documentation) and 5 (South Lagoon Overflow Design and Documentation): After receiving the hydrologist's report, SGH will submit draft construction drawings and necessary technical specifications within eight weeks. We will provide final construction documents four weeks after all comments have been received on the Draft documents.
4. Task 6 (North Lagoon Flood Gates Operational Evaluation): A draft report will be provided to BMKCSO within four weeks of the completion of all field work activities. A final report will be issued three weeks after receipt of all BMKCSO comments.
5. Task 7 (Lock Gate Elevation): Four weeks after NTP, SGH will provide our draft evaluation of the gates and suggestions needed for the project. We will provide the final documents three weeks after all comments have been received on the Draft submission. If the design change is approved, the Task 2 drawings can be updated within three weeks of BMKCSO authorization to proceed and finalization of the evaluation report.



**LIMITATIONS**

All drawings, specifications, reports, calculations, and other instruments of service prepared by SGH under this contract may be used only for the specific project and purpose stated. SGH cannot be responsible for the unauthorized use of these instruments of service on other projects, for other purposes, or by parties other than those intended at the time of preparation. Our services and the instruments of that service are prepared with that degree of care, skill, and technical expertise ordinarily provided by reputable engineers practicing in this field at this time. No other warranty, either expressed or implied is offered with regard to these services.

**CLOSURE**

Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. We hope you find the above proposal acceptable and look forward to hearing from you and getting started on this effort. If acceptable, please sign and return one copy of this letter.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



William M. Bruin, P.E.  
Senior Principal  
CA License No. C57867

Accepted: BEL MARIN KEYS COMMUNITY  
SERVICES DISTRICT

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIMPSON GUMPERTZ & HEGER INC.  
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$360
Principal	\$350
Associate Principal	\$320 – \$335
Project/Technical Director	\$280 – \$300
Senior Technical Manager	\$265 – \$275
Senior Project Manager	\$270 – \$295
Senior Project Supervisor	\$250 – \$285
Senior Consulting Architect/Engineer/Geologist	\$220 – \$250
Consulting Architect/Engineer/Geologist	\$200 – \$220
Senior Project Consultant	\$235 – \$240
Project Consultant II	\$200
Project Consultant	\$175 – \$190
Associate Project Consultant	\$160
Technical Aide	\$115
Laboratory Technician	\$150 – \$195
Graphics Specialist	\$150 – \$255
BIM Technician	\$135 – \$205
Non-Technical	\$125 – \$145

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

## CONTRACT PROVISIONS

- 1. CONTRACT** – These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
- 2. RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
- 3. DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

- 4. DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
- 5. HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
- 6. CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

- 7. STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

- 8. OPINION OF PROBABLE COSTS** – When required as part of our work, SGH will furnish opinion of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
- 9. SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.  
  
If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.
- 10. TERMINATION** – The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.
- 11. CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

- 12. FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- 13. LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.
- 14. CONFLICTS OF INTEREST** – This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

- 15. INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify (but not defend) the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.
- 16. MISCELLANEOUS**

**Governing Law:** The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**SGH Reliance:** Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

**Copyright Infringement Indemnification:** To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

**Certifications:** SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

**Payment:** Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

**Litigation:** All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

**Taxes:** Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.



5 February 2025

Mr. Vincent Lattanzio  
Bel Marin Key Community Services District  
4 Montego Key  
Novato, CA 94949

Re: Proposal to Provide Miscellaneous Engineering Services for Bel Marin Keys Community Services District, Novato, CA

Dear Mr. Lattanzio:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to submit this proposal to Bel Marin Keys Community Services District (BMKCSD) for ongoing, miscellaneous engineering consulting and design services for BMKCSD in Novato, California. This work is intended to help support maintenance and repair and other engineering needs for the locks and levees that may arise throughout the year.

#### **BASIS OF PROPOSAL**

The following serves as the basis for this proposal:

- Telephone conversation with Mr. Vincent Lattanzio, 10 October 2024.

#### **SCOPE OF WORK**

The proposed scope of work is described in the following tasks:

- We will support BMKCSD on an as-needed basis for structural, marine, and maritime issues that arise during the year, such as:
  - General consultation
  - Accident and damage investigations
  - Minor repair design
  - Design reviews
  - Code compliance and regulatory support
  - Guidance on permitting and regulatory approvals.
- We will participate in periodic conference calls, perform site visits, and attend Board Meetings, as necessary.

#### **COMPENSATION**

We suggest that BMKCSD establish a **time and materials budget of \$15,000** for the engineering services described above. Please note that this is a budget cost estimate only. BMKCSD will only be charged for the time and materials actually spent on executing the work. This estimated budget will not be exceeded without prior written approval. If additional time and/or travel is required, this work

can be performed for an additional cost on a time and materials or other mutually agreed upon basis. We suggest that all work be done in accordance with the Contract attached at the hourly billing rates shown in the attached fee schedule.

Our fees will be invoiced monthly, based on the estimated percentage of completion of project scope during that month. Invoices are payable within thirty days of receipt. We reserve the right to suspend services if payments fall substantially in arrears.

**SCHEDULE**

We are prepared to begin work immediately upon receipt of a written notice-to-proceed (NTP).

**LIMITATIONS**

All drawings, specifications, reports, calculations, and other instruments of service prepared by SGH under this contract may be used only for the specific project and purpose stated. SGH cannot be responsible for the unauthorized use of these instruments of service on other projects, for other purposes, or by parties other than those intended at the time of preparation. Our services and the instruments of that service are prepared with that degree of care, skill, and technical expertise ordinarily provided by reputable engineers practicing in this field at this time. No other warranty, either expressed or implied, is offered with regard to these services.

**CLOSURE**

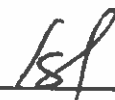
We hope you find the above proposal acceptable and look forward to hearing from you and getting started on this effort.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



William M. Bruin, P.E.  
Senior Principal  
CA License No. 57867

Accepted: BEL MARIN KEYS COMMUNITY  
SERVICES DISTRICT

Signature:   
Printed Name: Lisa Lue  
Title: District Manager  
Date: March 10, 2025

WMB/ssl (SF25-0000139-WMB)  
0101D25 010617-CP-2-CA  
Encls.

*Approved Feb. 20, 2025  
Board Meeting*

TO: MEASURE G OVERSIGHT COMMITTEE

FROM: TERRY FRIESEN, 2/27/2025

**PRIORITIZATION OF MEASURE G REPAIRS:**

SGH has completed a \$49,500 inspection of BMK's North and South locks, North Lagoon flushing gates, and South Lagoon overflow structure. Below is SGH's CONDITION ASSESSMENT SUMMARY

**Table 1: Structure Inspection Condition Assessment Rating (ICAR) Summary**

Marine Structure	Component	2024 AW Condition Rating
North Lock	Concrete	Satisfactory
	South Gates	Poor
	North Gates	Fair
North Lock Seawall	Concrete	Fair
	Piles	Fair
North Lagoon Flood Gates	-	Critical
South Lock	Concrete	Satisfactory
	South Gates	Poor
	North Gates	Satisfactory
South Lock Seawall	Concrete	Satisfactory
	Piles	Fair
Connecting Culvert	-	N/A

Based on reviewing SGH's preliminary and final report, here are my thoughts on prioritization of maintenance of BMK lagoon infrastructure:

**1. FABRICATE AND INSTALL STOP LOGS FOR THE NORTH LAGOON RADIAL FLUSHING**

**GATES:** These are failing structurally and could be carried away leaving the North Lagoon subject to the full tidal range. SGH labeled these CRITICAL. We should install stop logs to dam these off before the gates fail. Bill Bruin of SGH suggested that stop logs can be used to permanently or temporarily dam these gates. We should not delay in installing stop logs. Repairs or replacement of the flushing gates can wait. I will guess that stop logs will cost roughly \$350,000.

2. **OBTAIN CONSTRUCTION DRAWINGS AND CONSTRUCTION SUPERVISION:** SGH has quoted the following:

**Table 1 - Breakdown of Fixed Fee**

Task	Description	Fee
1	Repair Priority	\$8,000 Fixed
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	North Lock Gate Elevation	\$15,000 Fixed

We can determine the repair priority ourselves. We do need the CONSTRUCTION DOCUMENTATION (construction drawings and specifications) \$30,000. It will also be useful to have professional Construction Administration interface with contractors, check the quality of work, and answer questions as they arise... \$25,000. We will need Construction Drawings for raising both the North and South lock gates... \$15,000. TOTAL SGH FEE ESTIMATE: \$70,000

3. **REPAIR THE SOUTH LOCK:** SGH CONDITION RATING= POOR. The locks are critical for three functions. They maintain a constant water level in the lagoons. If the locks break or fail in the open position, the lagoons will be subject to full tidal range. At high tides, yards will be flooded, particularly in the South Lagoon because of lower lagoon design elevation. At low tides, boats and docks will be sitting on the bottom. The locks are necessary for navigation. The locks provide flushing. As a result, maintenance of the locks isn't an option...it is a critical top priority.
- **REPAIR THE SOUTH LOCK:** Condition of lagoon side gates is rated POOR by SGH. Repair gates, sandblast, add coating, and add sacrificial anodes. SGH indicates this lock has highest repair cost due to extent of corrosion damage.
 

Liftech noted that the hydraulic system of the South lock is in poorer condition than at the North lock. It has a persistent leak and needs refurbishing. One gate does not open fully. The electrical control system has electrical safety/code defects, exposed wiring/brittle insulation, failing control system components that are obsolete and can't be replaced, and the position sensors need to be replaced. The present control system should be replaced with a simple Programmable Logic Controller.
  - **STOP LOGS:** The stop logs for the South Lagoon Lock are already on hand. The work on this lock can begin as soon as we select a contractor and get drawings and specifications for the work.



Current South Lagoon lock (lagoon side) condition....February 24, 2025 photos by TVF:



The framework for the South lagoon-side lock is so heavily rusted that holes are appearing in these large beams. There is concern that the actuator force required to open and close these locks will tear a rusted section out of these beams, leaving the lock inoperable.





- **RAISE THE SOUTH LOCK GATES FOR FLOOD PROTECTION:** SGH estimated that raising the South Lock gates to top of concrete will cost \$62,500. Raising the gates in conjunction with the Lock Gates repairs will save the community a LOT of money compared to doing these improvements at a later date.
  - **SEAWALL REPAIR AT SOUTH LOCK:** Since the steel South lock gates will need sandblasting, coating, and installation of sacrificial anodes, it will be cost effective to do this same maintenance to the small amount of steel seawall at the South Lock. SGH cost estimate: \$5,825
  - **TOTAL COST OF SOUTH LOCK REPAIRS**
    - Repair lock gates, sandblast, coat, repair concrete, raise lock gates = \$1,102,426
    - Sandblast and coat South seawall = \$5,825
    - Repair/renew electrical control system and hydraulic system= \$187,600/2= \$93,800
    - SUBTOTAL: \$1,202,051
    - Mobilization at 5%: \$60,102
    - Contingency at 10%: \$120,205
    - **TOTAL SOUTH LOCK AND SEAWALL REPAIRS ESTIMATE: \$1,382,358**
4. **REPAIR THE NORTH LOCK:** SGH CONDITION RATING OF LAGOON-SIDE GATES = POOR BMK's need for the North Lock is the same as the South Lock. The North lock is in slightly better condition from a corrosion point of view. The hydraulics at the North Lock are in better condition. The electrical and control system at the North lock needs the same repair/replacement as at the South lock.
- **FABRICATE STOP LOGS:** We have a quote by Svendsen Bay Marine to build one as a test case for \$9000 and to build all the stop logs for the North Lock for \$110,000. SGH provided PE approval of design and drawings.
  - **REPAIR THE NORTH LOCK:** Condition of lagoon side gates is rated POOR by SGH. Replace lock gate structural members and gate facings as needed. Sandblast and coat steel components. Refurbish the hydraulic system. The electrical control system has electrical safety/code defects, exposed wiring/brittle insulation, failing control system components that are obsolete and can't be replaced, and the position sensors need to be replaced. The control system should be replaced with a simple Programmable Logic Controller.
  - **RAISE THE NORTH LOCK GATES FOR FLOOD PROTECTION:** SGH estimated that raising the North Lock gates to top of concrete will cost \$150,000. Raising the gates in conjunction with the Lock Gates repairs will save the community a LOT of money compared to doing these improvements at a later date.
  - **SEAWALL REPAIR AT NORTH LOCK:** Since the steel North lock gates will need sandblasting, coating, and installation of sacrificial anodes, it will be cost effective to do

this same maintenance to the extensive steel seawall at the North Lock. SGH cost estimate: \$14,446

○ **TOTAL COST OF NORTH LOCK REPAIRS**

- Fabricate stop logs= \$119,000
- Repair lock gates, sandblast, coat, repair concrete, raise lock gates = \$685,320
- Sandblast and coat North seawall = \$14,446
- Repair/renew electrical control system and hydraulic system= \$187,600/2= \$93,800
- SUBTOTAL: \$912,566
- Mobilization at 5%: \$45,628
- Contingency at 10%: \$91,257
- **TOTAL NORTH LOCK AND SEAWALL REPAIRS ESTIMATE: \$1,049,451**

**SUMMARY OF TOP PRIORITY PROJECTS**

<b>1. FABRICATE AND INSTALL STOP LOGS FOR THE NORTH LAGOON RADIAL FLUSHING GATES:</b>	
<b>Guestimate by TVF,</b>	<b>\$350,000</b>
<b>2. SGH CONSTRUCTION DRAWINGS AND CONSTRUCTION SUPERVISION:</b>	<b>\$70,000</b>
<b>3. REPAIR THE SOUTH LOCK:</b>	<b>\$1,382,358</b>
<b>4. REPAIR THE NORTH LOCK:</b>	<b>\$1,049,451</b>
<b>5. TOTAL TOP PRIORITY PROJECTS:</b>	<b>\$2,851,709</b>

**MEASURE G FUNDS AVAILABILITY:**

- FEB, 28, 2025: We currently have \$614,461
- DEC, 2025: Another \$631,800 should become available
- Annually: About \$1,278,000
- Funds for all top priority projects above will be available about mid-2027

**OTHER MEASURE G PROJECTS**

The above critical work will likely take all of our available Measure G funds in 2025-2027 and keep us very busy with monitoring and facilitating all the above work. As a result, at this time there is little need for the Measure G Committee or CSD Board to decide what and when regarding the following projects. We can consider these later:

- **REPLACING FLUSHING RADIAL GATE(S) AT NORTH LOCK:** At this point, Brian Clark is of the opinion that the large sliding gate on one of the 3 radial gates is not effective in flushing because he feels it does not increase the flow rate, due to flow interference. We will measure flow rates with and without this sliding gate open. Opening this gate for flushing does push a large amount of

sediment into the Creek. So further study is appropriate before we decide whether to rebuild one or more of these gates. The stoplogs provided as top priority will likely last for decades

- **INCREASING SOUTH LAGOON OVERFLOW STRUCTURE FLOW CAPACITY:** At this point, lowering the South Lagoon for the winter and before and after storms seems to provide adequate control of South Lagoon water level...and has for almost 40 years. We can wait for more experience and consider this item after the critical work above is completed
- **RAISING LOW PORTION OF THE SOUTH LAGOON LEVEE:** This can be scheduled when adequate funds are again available.
- **RECONSTRUCT THE CULVERT CONNECTING NORTH AND SOUTH LAGOONS:** This has not been in service nor needed for about 45 years, so there does not appear to be any critical need. This can be reconsidered as more experience with North Lagoon water level maintenance is acquired

**TIMING:** Ideally, it would be nice if the lock work could be done in March-April or October-November so it would minimize impact on the summer boating. Repairing the locks involves putting in stop logs and taking the locks out of service for 1 or 2 months. Repairing the seawalls at both locks probably requires dropping the lagoon water level by 2 feet.

Best regards,

Terry Friesen, PE

[terry.friesen1@outlook.com](mailto:terry.friesen1@outlook.com)

415 847 8545

ADDENDUM

SGH COST ESTIMATE OF CONSTRUCTION COSTS.... NOV. 16, 2024



**Table 2: Engineer's Opinion of Construction Cost**

No.	Item	Materials/Equipment/Labor				Total
		Qty	Unit	Unit Cost	Item Total	
<b>1</b>	<b>Site Preparation</b>					<b>\$335,000</b>
1.1	New North lock stop logs - purchase and install	1	LS	\$150,000	\$150,000	\$150,000
1.2	Mob/Demob (Assumed 5% of Direct Costs)	1	LS	\$185,000	\$185,000	\$185,000
<b>2</b>	<b>North Lock</b>					<b>\$685,320</b>
2.1	J-seals (Seals Unlimited Inc. No. 3658 5") - replace	12	EA	\$1,429	\$17,148	\$17,148
2.2	Zinc anodes - replace	4	EA	\$200	\$800	\$800
2.3	Crew to install Seals and Anodes	10	DY	\$5,600	\$56,000	\$56,000
2.4	Replace deteriorated sections of steel members above waterline	2000	LBS	\$250	\$500,000	\$500,000
2.5	Clean and recoat existing corroded steel members above waterline	445	SF	\$250	\$111,372	\$111,372
2.6	Raise gates to top of concrete	600	LBS	\$250	\$150,000	\$150,000
<b>3</b>	<b>South Lock</b>					<b>\$1,102,426</b>
3.1	J-seals (Seals Unlimited Inc. No. 3658 5") - replace	12	EA	\$1,429	\$17,148	\$17,148
3.2	Zinc anodes - replace	4	EA	\$200	\$800	\$800
2.3	Crew to install Seals and Anodes	10	DY	\$5,600	\$56,000	\$56,000
3.4	Replace deteriorated sections of steel members above waterline	3600	LBS	\$250	\$900,000	\$900,000
3.5	Clean and recoat existing corroded steel members above waterline	510	SF	\$250	\$127,500	\$127,500
3.6	Concrete repair - fix spalled cylinder pedestals - no reinforcing	1	SF	\$978	\$978	\$978
3.7	Raise gates to top of concrete	250	LBS	\$250	\$62,500	\$62,500
<b>4</b>	<b>North Lock Seawall</b>					<b>\$14,446</b>
4.1	Concrete repair - epoxy injection - no reinforcing	2	LF	\$98	\$196	\$196
4.2	Sheetpile repair - clean and recoat top 38" on creek side	570	SF	\$25	\$14,250	\$14,250
<b>5</b>	<b>South Lock Seawall</b>					<b>\$5,825</b>
5.1	Sheetpile repair - clean and recoat top 30" on creek side	225	SF	\$25	\$5,625	\$5,625
5.2	Knifeplate - replace buckled 3/8" connecting plate	1	EA	\$200	\$200	\$200
<b>6</b>	<b>Flood Gates</b>					<b>\$503,200</b>
6.1	Removal & disposal of existing steel gates	1	EA	\$75,000	\$75,000	\$75,000
6.2	In-kind replacement of all steel members - Materials, fabrication off-site	16700	LBS	\$15	\$250,500	\$250,500
6.3	Install new gates	1	EA	\$175,000	\$175,000	\$175,000
6.4	Concrete repair - patch CCS - no reinforcing	4	SF	\$675	\$2,700	\$2,700
<b>7</b>	<b>Levees</b>					<b>\$874,000</b>
7.1	South Levee - 2 ft raising and minor repairs	10,300	FT	\$80	\$824,000	\$824,000
7.2	New South Levee overflows	1	EA	\$50,000	\$50,000	\$50,000
<b>8</b>	<b>Lock Mechanical and Electrical</b>					<b>\$187,600</b>
8.1	Rebuild/repair hydraulic cylinders	8	EA	\$6,000	\$48,000	\$48,000
8.2	Cylinder removal and replacement	8	EA	\$1,200	\$9,600	\$9,600
8.3	Hydraulic system improvements and servicing	2	EA	\$25,000	\$50,000	\$50,000
8.4	Electrical improvements	2	EA	\$40,000	\$80,000	\$80,000

**Subtotal (Total Direct Cost) \$3,707,817**

**REFERENCES:**

- "Condition Assessment of the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA," prepared by Simpson Gumpertz & Heger Inc. (SGH), SGH Project No. 247232, dated 16 November 2024
- "INSPECTION AND CONDITION SURVEY OF MARINE INFRASTRUCTURE, PRELIMINARY REPORT", by SGH, 18 SEP 2024

- “Proposal to Prioritize Deficiency Repairs and Provide Associated Construction Documentation for the Bel Main Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA”.... By SGH, 2/12/202

Below is SGH’s quote for the above item. I suggest we eliminate the \$8000 PRIORITIZATION STUDY and make the prioritization decisions ourselves based on available funding and the need for repairs as already indicated in SGH’s final report of November, 16, 2024.

**COMPENSATION**

We propose to provide the indicated services in Tasks 1, 2 and 4 for a fixed fee of \$53,000. We suggest BMKCSD establish a time-and-materials budget, not to exceed US\$25,000 for the construction support services described in Task 3. A breakdown of our fee is provided in Table 1.

**Table 1 - Breakdown of Fixed Fee**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Repair Priority	\$8,000 Fixed
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	North Lock Gate Elevation	\$15,000 Fixed

Our T&M budget amount represents our estimate of the cost to perform the scope of work based on the information currently in our possession and includes a small amount for contingencies. Our actual fees could be slightly more or less than the budget amount. However, we will not bill more than the budget amount without your prior written consent. If additional time and/or travel is required, this work can be performed for an additional cost on a time-and-materials or other mutually agreed-upon basis.



Maloney Construction Inc.

74 Digital Dr Ste 6 • Novato, CA 94949-5742 • Phone: 707 799-8890

Bel Marin Keys Community Service Dist.

Cell: +14158834222

Job Address:

4 Montego Key

Novato, CA 94949

Print Date: 1-30-2025

## Proposal for Concrete Curtain Wall Leak Barrier

I/WE, the Owner(s) of the premises described above authorize Maloney Construction Inc., hereinafter referred to as "Contractor", to furnish all materials and labor necessary to construct and/or improve these premises according to the following terms, specifications and provisions:

**SCOPE OF WORK: Construction of Concrete Curtain Wall Leak Barrier.**

**Build Curtain Walls that total 32' long (24' and 8') and approximately 6' tall.**

1. Break out concrete obstructions along the 24' length of wing wall and 8' on the opposite side.
2. Excavate a trench to allow for a Curtain wall to be embedded into the ground at least 3' to help prevent water transfer. All soil will remain on site and be used to back-fill once the new wall is in place.
3. Epoxy dowel rebar hooks into the existing wing wall and build a rebar reinforcing for the new wall.
4. Set forms, pour concrete, and finish the top of the wall with a slant away from the wing wall to shed standing water.
5. Remove forms and backfill soil against the new wall.
6. Remove all debris from the job site that was created by our work.

Contractor proposes to perform the above work, (subject to any additions, or deductions pursuant to authorized change orders), for the sum shown below:

TOTAL PRICE

**\$34,962**

Contractor will submit progress billings for contracted items. Payments are due upon receipt of each invoice.

**COMMENCEMENT AND COMPLETION OF WORK:**

**Material purchase/Job start     **\$16,500****

**Weekly progress billing         **\$14,962****

**Work complete                     **\$3,500****

Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor, and commencement shall be subject to delays as described in provision (6).

Approximate Start Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

**ACCEPTANCE:**

This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties in this contract. The written terms, provisions, plans (if any) and specifications are all part of the contract in its entirety. Any changes, additions or adjustments to this contract shall be submitted in the form of written change order only, requiring signature from both parties.

Additional provisions of this contract are listed below and may be continued on subsequent pages.

OWNER/AGENT, see the "Arbitration of Disputes" (provision 14) and the NOTICE where indicated.

Initial in the same place on EACH COPY of this contract.

**Note: This contract may be withdrawn or renegotiated after 14 days from date of contract if not approved and signed by BOTH parties.**

**ADDITIONAL PROVISIONS:**

*Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:*

1. Contract, Plans, Specifications, Permits and Fees...The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications, All required building permits will be paid for by Owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, utility company or the like shall be paid for by Owner.
2. Property Lines: Owner is responsible to locate and inform Contractor of the location of all property lines. At the discretion and direction of Contractor, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.
3. Installation: Owner understands that Contractor may or may not install the materials. Contractor has the right to subcontract any part of, or all of, the work herein.
4. Modification of work: Should Owner, construction lender, government body, engineer or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work, and Owner agrees to pay Contractor for any such extra work. All extra work, as well as any other modifications to the original contract, shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract, and shall be incorporated herein.
5. Owner's Responsibilities: Owner is responsible for the following:
  - (a) Access to on site water source and electrical power
  - (b) Space within the work site for temporary storage of equipment, tools and materials.



appliances, draperies, clothing, personal effects, satellite dishes, vehicles, tools, garden art, birdbaths, or garden equipment. These are *examples* only. The items which the owner needs to relocate and/or protect so that Contractor can perform the work in this contract are not limited to the list of examples provided. IN the event that Owner fails to relocate any items which impede the progress or performance of work, the Contractor may relocate these items as required, but in no way is Contractor responsible for damage to these Items during their relocation, nor during the performance of the work.

(d) Obtain written permission from the owner(s) of any adjacent property to which the Contractor must gain access, in the performance of work, or to reach a work area. Owner agrees to be responsible for, and to hold Contractor harmless from, any damages resulting from the use of adjacent property(ies) by Contractor.

(e) Correction of any existing defects which are discovered and/or recognized during the course of the work. Contractor shall have no liability, or responsibility for correction of any existing defects. Such defects as, but not limited to, dry rot, structural defects, code violations, pre-existing work by others, un-permitted work by others, drainage defects, or other previously unknown defects.

(f) Current, active policy of insurance for the project property, which includes adequate coverage for Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief, to cover a minimum of the total contract sum, *prior to and during performance of this contract*. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, all labor and materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Owner as extra work.

6. Delay: Contractor shall not be held responsible for any damage occasioned, or any added costs caused by delays resulting from work done by Owner's other subcontractors or contractors, extra work, acts of owner(s), owner's agent(s) or tenants, including failure of owner to make timely progress payments or payments for extra work, shortages of material, shortage of labor, inclement weather, Federal, state, county or regional COVID 19 related shut-downs, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

7. Surplus Materials and Salvage: Any surplus materials following completion of work are the property of Contractor, and will be removed by the same. No credit is due Owner for any surplus materials because this contract is based upon completion of specified work. Any salvage resulting from work under this contract is also the property of Contractor, and will be removed by the same.

8. Cleanup & Advertising: Upon completion of contract, following debris / surplus material removal, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing, uninterrupted until fourteen (14) days past the date the job is completed, and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list given to prospective customers.

9. Unanticipated Conditions and Concealed damage: Expenses incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work as specified by written change order. Conditions such as, but not limited to, ground conditions that require fill or unusually hard soil, rocky soil, or the presence or invasion of ground water. Contractor will inform Owner of any dry rot, or other deterioration or unanticipated condition which is concealed and is discovered during the course of the work. Contractor is not *responsible* for repair of any such discovered deterioration or conditions, and repairs will only be done as extra work, at additional cost, as specified in a written change order.

10. Hazardous Substances: Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances, as defined by the government, be found to be present on the premises, it is the Owners' responsibility to arrange and pay for abatement of same.

11. Right to Stop Work and to Withhold Payment on Labor and Materials: If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. *Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor*. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor, any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

12. Collection: Owner agrees to pay all collection fees and charges including, but not limited to, all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at 18% per annum or at the highest rate allowed by law.

fees, The court or arbitrator shall not be bound to award fees based on any set fee schedule, but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

14. Arbitration of Disputes: Any controversy or claim arising out of, or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorney's fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at, or participate in, the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party who appears and participates, notwithstanding Contractor's right to arbitrate. Contractor does not waive any of its lien rights.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law, and you are giving up any rights you might possess, to have the dispute litigated in a court of law, or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing, and agree to submit disputes arising out of the matters included-in the "arbitration of disputes" provision, to neutral arbitration.

I Agree to Arbitration: \_\_\_\_\_

(Initials of Owner)

I Agree to Arbitration: \_\_\_\_\_

(Initials of Owner)

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act, or omission, is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Contractors' State License Board, P.O. Box 26000, Sacramento, CA, 95826.

**Addendum A Exclusions:**

**Standard Conditions of Quotation**

**The following conditions are a part of the attached proposal (or as amended herein and initialed): WORK BY OTHERS**

1. The General Contactor shall obtain all permits, and as necessary, if any portion of our work or equipment encroaches on adjacent property or City property, shall issue all required notices and obtain necessary permission and approvals to perform the work.
2. Suitable areas to stockpile and fabricate materials and store equipment are to be made available for our use at the jobsite.
3. General contractor shall furnish all lines, grades, layout, and surveys necessary for our work.
4. All special inspections of work and testing of materials is to be performed by others.
5. Handling and removal of all materials are a result of our operations including drill spoils, waste concrete, and grout, drilling fluid, etc.
6. Conflicting utilities are to be removed and relocated by others as required. Overhead power lines or obstructions which interfere with our equipment and access are to be removed or relocated by others as required. Any potholing required is to be by others. Contacting USA is by others. We will accept no liability for the damage to any underground utility, ducts, pipelines, conduit, etc.
7. Access ramps and level breaches with adequate surfaces and slopes for track-mounted and rubber tire equipment shall be provided by others at locations that will permit our access to the work. Mats, Planks, and maintenance of ramps are to be provided and maintained by others as required.

including but not limited to, removal, shifting or drilling through such obstructions.

9. Removal of any shoring components and / or DE-tensioning is excluded unless specifically included in our scope of work.

10. Site dewatering, pumping, and drainage to be performed by others so that our work may be done in the dry. Construction handrails, barricades, flagmen, and other traffic control devices are excluded.

11. Mass excavation is to be performed by others including the removal of all material to be plane of the back face of the wall, General contractor shall coordinate excavation with installation to prevent unsafe over-excavation and assure a continuous operation.

12. We specifically exclude any

13: Demolition work and any required bracing and/or shoring of the demolition work.

14. Effects of settlement from vibration due to heavy equipment is the responsibility of others, Vibration and settlement monitoring shall be by others, Establishment of monitoring points and monitoring for lateral displacement of installed components shall be performed by others during the excavation process. Readings shall be taken at locations and intervals specified and shall be reported to MALONEY throughout the excavation process.

15. As-built and record drawings are excluded

16. Extra cost associated with performing work in contaminated or hazardous soil conditions are excluded.

17. No back charges shall be accepted by MALONEY unless properly documented and approved by MALONEY.

18. Potable water within 50ft of drilling locations at 50 gpm and city pressure to be provided by others.

19. If attendance at pre-job conference, training, or safety orientation is required, MALONEY should be reimbursed at the rate of \$95 per man hour plus expenses.

20. Cost of bonds are excluded,

21. All work not specifically mentioned in the "Scope of Work" is excluded.

Maloney Construction will schedule the work upon receipt of the signed and initial acceptance of the contract.

We thank you for the opportunity to work together.

**Approval Deadline:** Feb 12, 2025

I confirm that my action here represents my electronic signature and is binding.

## Required clients

Bel Marin Keys Community Service Dist.