

**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**Carmel Beach Coastal Protection and Access Improvement Projects**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Moffatt & Nichol, Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Provide professional coastal engineering and environmental services for the Carmel Beach Coastal Protection and Access Improvement Projects. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
  - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B," Key Personnel, Compensation, and Fee Schedule which is made a part of this Agreement.
  - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

**B. Change Orders.**

- i. Agreements and Change Orders exceeding Fifty-Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$59,999.00) require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

**C. Familiarity with Services and Site.**

- i. By executing this Agreement, Consultant represents that Consultant:
  - a. has thoroughly investigated and considered the Scope of Services to be performed;

- b. has carefully considered how the services should be performed;
  - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
  - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

## 2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), in a base amount not-to-exceed Three Hundred Forty-One Thousand and One Dollars (\$341,001). A Supplemental Services budget of Fifty-Eight Thousand and Twelve Dollars (\$58,012) is available, but only upon prior written authorization by the City for as-needed geotechnical support services. The combined amount of Three Hundred and Ninety Nine Thousand and Twelve Dollars (\$399,013) is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
  - i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;

- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that Consultant submits an invoice which is not incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant will advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant’s Key Personnel, Compensation & Fee Schedule (Exhibit “B”).
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Compensation & Fee Schedule (Exhibit “B”). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
  - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
  - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
  - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
  - iv. Consultant must include the requirements of Section 2F, “Audit and Examination of Accounts,” in all contracts with assignees or subconsultants under this Agreement.

- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

### 3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by February 15, 2025 and must be completed by June 30th, 2027 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C." The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B."
- B. **Substitution of Employees or Subconsultants:**
  - i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants

for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
  - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
  - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

## 5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Javier Hernandez  
Title: Project Manager  
Address: Junipero St, Carmel-By-The-Sea, CA 93921  
Telephone: 831-427-7665  
Email: [jhernandez@ci.carmel.ca.us](mailto:jhernandez@ci.carmel.ca.us)

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Jaclyn Gnusti  
Title: Senior Coastal Engineer  
Company: Moffatt & Nichol  
Address: 2185 N California Blvd, Suite 500, Walnut Creek, CA 934596  
Telephone: 925-944-5411  
Email: [jgnusti@moffattnichol.com](mailto:jgnusti@moffattnichol.com)

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.

- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.



Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

## 7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
  - i. All insurance required under this Agreement must be written by an insurance company either:
    - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
    - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
  - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
  - iii. The general liability and auto policies must:

- a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
  - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.
  - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

## **8. PERFORMANCE STANDARDS**

- A. Consultant represents that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property

(including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for

alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA," and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret," "Confidential," or "Proprietary." If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

## 12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

### **13. DISPUTE RESOLUTION**

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

#### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
  - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

- iii. Fails to observe or comply with all applicable laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force to;
  - iv. Fails to observe or comply with the City's reasonable instructions;
  - v. Breaches the Conflict of Interest provisions of this Agreement; or
  - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
  - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
    - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
    - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
  - iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

## 15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.



- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.

- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City’s City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_

Title

\_\_\_\_\_

Consultant Legal Company Name

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brian Pierik, Esq., City Attorney

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

**ATTEST:**

By: \_\_\_\_\_  
Nova Romero, MMC, City Clerk

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

- Exhibit "A"      Scope of Services
- Exhibit "B"      Key Personnel, Compensation, and Fee Schedule
- Exhibit "C"      Project Schedule

## **Exhibit "A" - Scope of Services**

**PROPOSAL**

Produced for the City of Carmel-by-the-Sea  
July 2024



moffatt & nichol

Pages from:

COASTAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR  
**CARMEL BEACH COASTAL  
PROTECTION AND ACCESS  
IMPROVEMENTS**  
**RFP #23-24-007**



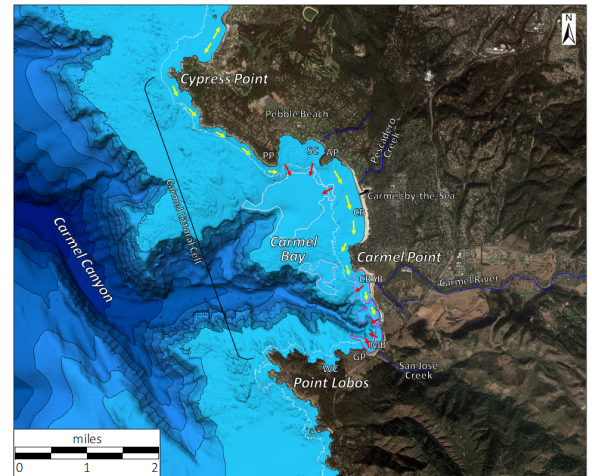
SECTION 5. PROJECT UNDERSTANDING AND APPROACH

# Understanding

We understand that the City’s primary goals for this project are the Development and Design of a Multi-Phased Project for Coastal Protection and Access improvements. The City has conducted recent studies for the area that include a Condition Assessment of the seawalls, revetments and stair structures, and a Coastal Hazards Vulnerability Assessment. The City now seeks to develop both a Near-Term Repair Design for damaged stairways and seawall, and a Long-Term Repair and Implementation Strategy for the remaining structures along the beach. We also understand that the City is seeking cost effective, environmentally conscious, and robust solutions to improve the public access experience along the beach, while respecting the natural coastal environment.

## THE CARMEL LITTORAL CELL

It is important to understand the physical setting when developing a long-term strategy that both preserves recreational public access and addresses future climate change. Carmel Bay exists as a result of two headlands that form the limits of the Carmel Littoral Cell - Cypress Point and Point Lobos. Within this cell lies Carmel Beach, which varies seasonally in response to the wave climate with a wider summer beach and a narrower winter beach. Sand transport is generally north to south. The characteristic white sand originates from erosion of the cliffs upcoast of the Bay. In this dynamic environment, structures must be designed to withstand wave impacts and founded securely in the marine terrace hardpan under the sand to resist wave-induced scour and erosion.



Carmel Littoral Cell between Cypress Point and Point Lobos. Yellow arrows indicate sand transport direction, red arrows denote losses, black arrow indicates accumulation of sand via dune building.

# Approach

Our approach is structured into four main activities, some of which apply to multiple tasks in the scope of work:

1. Project Initiation, Field Investigations, and Information Assessment
2. Coastal Protection and Access Improvements Program Level Planning
3. Design Process for Repair and Replacement of Structures
4. Environmental Permitting

Activity 1 will be performed first, while Activities 2 through 4 will be performed somewhat concurrently to maximize efficiency. Program Level planning will be initiated with the stairway and seawall Design Process so that creative ideas from the long-term plan may be considered in the near-term repairs, avoiding a default to the “replace-in-kind” approach. The Environmental Permitting component will also begin at the same time to ideally result in final approvals prior to completion of 90% design packages.

## PROJECT INITIATION, FIELD INVESTIGATIONS, AND INFORMATION ASSESSMENT

Key members of the Team will attend a kick-off meeting with City staff to discuss project objectives and expectations, and to start the process for logging existing site assessments and inspection reports. Based on the meeting, a concise Project Plan will be prepared with goals, tasks, milestones, and communication protocols. Following kick-off, field investigations will be conducted for structural inspection, surveying, and geotechnical sampling. Investigations will address all structures listed in Task 3 of the RFP for efficiency. The results of the surveying will be used to develop existing condition mapping in support of coastal processes evaluation and design of improvements, including a 3-Dimensional terrain model to visualize the beach, trail, walls, and staircases. The geotechnical subsurface exploration will help define

the profile, consistency and depth of the beach sand and bedrock deposits for analysis of bearing capacities, potential settlement and future storm-induced erosion, followed by development of recommendations to address geotechnical concerns for the stability of the existing seawalls, rock revetments, and stairways. All field data and findings will be integrated with the existing information as described in the following sections. We anticipate that we will be able to rely on the recent coastal studies for data, and supplement with additional analysis if needed for the design documents.



This is an example of a 3-dimensional model developed by CSW/ST2 for Cliff Drive in Capitola to support the planning of bluff stabilization. Using Autodesk® ReCap™, we can establish precise elevations along the entire bluff.

## COASTAL PROTECTION AND ACCESS IMPROVEMENTS PROGRAM LEVEL PLANNING

Using the assembled information, we will develop and evaluate a range of conceptual improvement alternatives for long-term stairway, revetment, and seawall resiliency. Those alternatives found to be feasible will be further evaluated to identify preferred alternatives based on technical merit, cost, service life, and environmental impact. For the stairs, we will evaluate timber and timber-substitute/composite materials (shown to have greater longevity than timber while being cost effective) as well as the potential use of cast-in-place concrete. For the seawall, we will investigate if an alternative design is beneficial since the current damage may reveal an inherent problem with the existing system. For example, we will evaluate the merits of a supplemental soil nail wall faced with sculpted shotcrete versus a pile supported structure. We also plan to consider alternatives to the existing 3x3 concrete outfall, such as a circular HDPE pipeline to provide better resiliency to degradation and lateral deformation, or simply lining the existing culvert. We will also evaluate potential energy dissipation measures at the outfall, such as installing a scour apron.

## DESIGN PROCESS FOR REPAIR AND REPLACEMENT OF STRUCTURES

In coordination with the City, conceptual design for the stairs and seawall will begin immediately after completion of the field investigations, and concurrent with the long-term strategy development (Program Level Planning). The purpose of the concurrent timing is to allow an opportunity to incorporate a potential long-term solution into the near-term repair that could be otherwise overlooked. At a minimum, the stair design will include designing safe access to the beach at varying topographic elevations. For the seawall design, we will develop options and discuss with the City if a simple and temporary repair is preferable to a full replacement alternative. Specific focus areas for the access stairs and seawall include: 1) Establishing the elevation of the marine terrace below the beach; 2) Seasonal variation of the beach profile; 3) Wave runup associated with typical winter and episodic storms; 4) Wave forces for design of stairways, landings, and wall elements exposed to wave loads.

## ENVIRONMENTAL PERMITTING

DD&A will lead the CEQA Review and preparation of environmental document(s). Assuming that the repairs for Stairways ST4 and ST7 and Seawall S10 are constructed simultaneously or within a short time span of each other, we propose a cost-effective and time-efficient approach of combining the CEQA review into a single Initial Study/Mitigated Negative Declaration (IS/MND). If the level of repairs indicate minimal environmental impacts, we will discuss the option of Categorical Exemptions for one or both of them with the City's planning and legal team. It is assumed that the City will be the lead agency under CEQA and will have local permitting authority to issue the Coastal Development Permit (CDP) under its certified Local Coastal Program (LCP). DD&A recognizes the sensitivity of the project area being located in an Area of Special Biological Significance (ASBS) and Carmel Bay State Marine Conservation Area (SMCA) where protecting water quality, biological resources, and cultural resources are of extreme importance. These environmental topics will be thoroughly analyzed in the IS/MND to avoid and minimize potentially significant impacts.

## SECTION 7. SCOPE OF WORK

Tasks 1 through 4 are arranged per the RFP. They assume separate bid packages for Task 2 repairs to Stairway 4 (ST4) and Stairway 7 (ST7), and to Task 4 replacement to Seawall 10 (S10), resulting in two construction events. If the City combines the two projects, our design and construction services can be condensed.

### **TASK 1: WOOD STAIRS – EXISTING CONDITIONS SURVEY**

This task includes performing a condition site survey and development of preliminary repair or replacement recommendations for the following six wooden stairways as identified in the City of Carmel Coastal Protection Evaluation: ST1, ST4, ST6, ST7, ST8, AND ST11.

We will lead a site visit to perform site reconnaissance for geotechnical and surveying events, and visual inspections to supplement and update site condition information in the 2023 stair evaluation (such as foundations, structural members, and tread surfaces).

Following the reconnaissance visit, CSW/ST2 will set project survey controls, extract a three-dimensional model from a drone-based survey for visualization using Autodesk® ReCap™, and perform supplemental survey using traditional methods to acquire the top of landing for conformance with accessible standards and bottom the bottom stair to marine terrace.

Haley & Aldrich will then conduct field investigations, likely using a CPT crawler pending site accessibility. A Geotechnical Conditions and Recommendations Technical Memorandum will be prepared for use in design (Tasks 2 and 4), and long-term planning of coastal protection and access improvements (Task 3).

We will also prepare a Condition Survey Report to include:

- Site condition assessment, including visual inspection.
- Preliminary repair or replacement concepts, using timber or timber substitute.
- High level concept for concrete replacement.
- Regulatory discussion, including approach, anticipated approvals, and conditions.
- Budget-level design, permitting, and construction costs for repair and replacement concepts.

### **DELIVERABLES:**

- Topographic survey data and maps of the stairways; Data and 3-D model for seawalls and revetments (Tasks 3 and 4)
- Draft and final Geotechnical Conditions and Recommendations Technical Memorandum
- Draft and final Condition Survey Report for stairways only

### **TASK 2: STAIR ST7 AND STAIR ST4 REPAIR PROJECT – PS&E**

This task includes preparing bid documents for ST4 and ST7 based on preferred stairway repair concepts in the Condition Survey Report (Task 1). It also includes preparing an IS/MND for CEQA and permit applications that will cover both the stairway project and the seawall project (Task 4) for efficiency. We anticipate that permits will be required from California Department of Fish and Wildlife (Marine), U.S. Army Corps of Engineers (Sections 10 and 404), Regional Water Quality Control Board (Section 401), and NOAA-Monterey Bay National Marine Sanctuary. As part of the Corps permit process, we will also coordinate with NOAA Fisheries and U.S. Fish and Wildlife Service. Additionally, a Coastal Development Permit (CDP) will be processed by the City under their certified Local Coastal Program (LCP) and Cultural Study, AB 52 consultation, and Biological Study will be included in the environmental review process. No other technical studies are anticipated.

Regulatory conditions will be integrated into the design. The 50%, 90% and Final packages will include a bid form and drawings. The 50% package will include an annotated technical specification outline, and the 90% and Final packages will include complete technical specifications and an estimate of probable cost. The Final package will be stamped by the engineer of record. All packages will be submitted electronically, with hard copies upon request. It is assumed that the City will provide its standard construction contract boilerplate documents.



**Exhibit "B" - Key Personnel,  
Compensation, and Fee  
Schedule**

**PROPOSAL**

Produced for the City of Carmel-by-the-Sea  
July 2024



moffatt & nichol

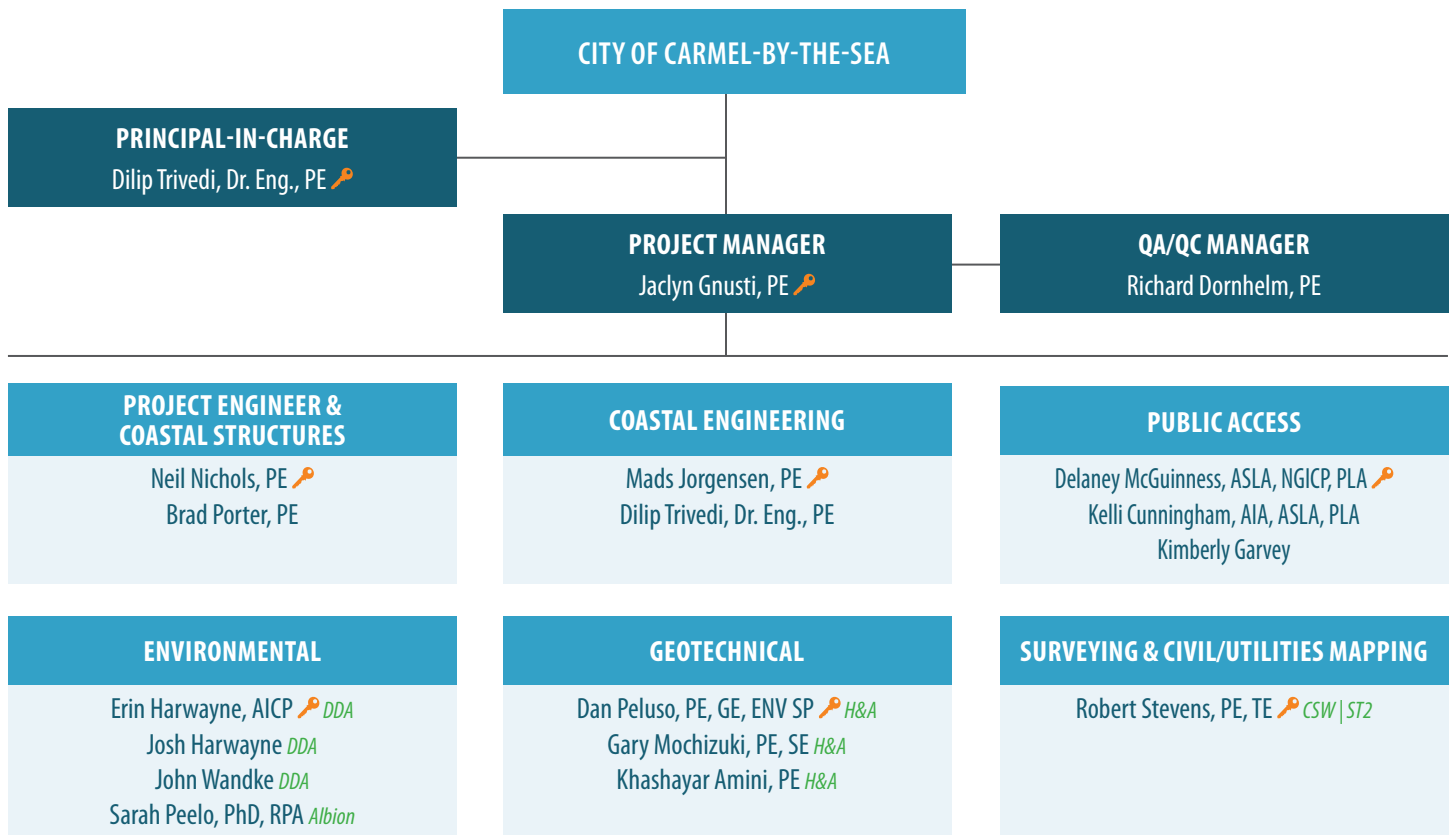
COASTAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR  
**CARMEL BEACH COASTAL  
PROTECTION AND ACCESS  
IMPROVEMENTS**  
**RFP #23-24-007**



SECTION 4. PROJECT TEAM AND QUALIFICATIONS

# Organizational Chart

Moffatt & Nichol’s proposed organizational chart is shown below. Key staff are highlighted below with short biographies elaborating on their qualifications on the following page and are available and committed to this project. Full resumes for our key staff are included in the Appendix.



All staff is Moffatt & Nichol unless noted. Denotes key staff

## AVAILABILITY

| Key Staff                                |                    | Firm    | Availability |
|--|--------------------|---------|--------------|
| Principal-in-Charge                      | Dilip Trivedi      | M&N     | 25%          |
| Project Manager                          | Jaclyn Gnusti      | M&N     | 50%          |
| Coastal Structures Lead                  | Neil Nichols       | M&N     | 25%          |
| Coastal Engineering Lead                 | Mads Jorgensen     | M&N     | 25%          |
| Public Access Lead                       | Delaney McGuinness | M&N     | 25%          |
| Environmental Lead                       | Erin Harwayne      | DDA     | 30%          |
| Geotechnical Lead                        | Dan Peluso         | H&A     | As-needed    |
| Surveying & Civil/Utilities Mapping Lead | Robert Stevens     | CSW/ST2 | As-needed    |

## Our Key Staff

### DILIP TRIVEDI, DR. ENG., PE

Principal-in-Charge



Dilip brings more than 35 years of experience in civil and coastal engineering, with emphasis on leading technical studies as well as implementing projects on the waterfront. His recent projects include coastal analysis in Monterey County, sea level rise and public use planning for large urban redevelopment projects on former Navy bases in San Francisco, restoration planning for several North Bay diked baylands, design and analyses for former salt ponds in the South Bay, and FEMA flooding studies throughout the South Bay.

### JACLYN GNUSTI, PE

Project Manager



Jaclyn will serve as project manager and the primary point of contact for the City on this project. She has 25 years of experience providing thoughtful and collaborative leadership throughout implementation of all phases of successful and sustainable coastal and aquatic improvement, restoration and development projects throughout California. As a seasoned project manager and engineer, she is experienced at prioritizing client and stakeholder needs while having the foresight to balance regulatory commitments with efficient design.

### NEIL NICHOLS, PE

Project Engineer & Coastal Structures



Neil has been involved in the design and construction of coastal, civil, and transportation engineering projects for 30 years. His experience includes shoreline improvement design, urban waterfront facilities, storm drain outfalls, wetland restoration, flood control, and transportation facilities. He has also provided construction support of civil, coastal, and transportation projects.

### MADS JORGENSEN, PE

Coastal Engineering



Mads has 29 years of coastal engineering experience with coastal hazards, sea-level rise, and hydrology and hydraulic analyses. He has substantial experience in data analysis, preparation of study reports, hydrodynamic and hydraulic modeling, flood hazards, sea-level rise assessments, climate change adaptation and mitigation, and design of shore protection and hydraulic structures.

### DELANEY MCGUINNESS, ASLA

Public Access



Delaney is a licensed Landscape Architect with primary experience in coastal planning, stormwater management, and public engagement. Delaney draws on her fine arts background to connect with people in her community and beyond to cultivate an actionable, shared understanding of our role in climate adaptation.

### ERIN HARWAYNE, AICP

Environmental



Erin has 24 years of experience in managing complex projects where inter-agency coordination, resource management, and public outreach are integrally important. She is an expert at preparing all types of environmental documentation in compliance with CEQA and NEPA for coastal projects.

### DAN PELUSO, PE, GE, ENV SP | Geotechnical

Dan brings 38 years of geotechnical experience on a variety of projects relating to coastal infrastructure projects. He brings local knowledge of Monterey Bay geologic hazards and experience with preparing design and modifications to allow permitting by the CCC.

### ROBERT STEVENS, PE, TE | Surveying & Mapping

Robert specializes in developing and supporting private and public infrastructure projects. Engaged throughout the life of the project, his planning, design, and construction-support experience includes providing coastal surveying and mapping services using drone, scanning and traditional methods.



### Moffatt & Nichol Fee Proposal Detail - Revision 1 Carmel Beach Coastal Protection and Access Improvements

| Task                           | Description                             | M&N              | Sub-Consultants |                 |            |                 |                  | Fee              |
|--------------------------------|---|------------------|-----------------|-----------------|------------|-----------------|------------------|------------------|
|                                |   |                  | CSW/ST2         | DD&A            | H&A        | 10% Markup      | Total            |                  |
| 1                              | Wood Stairs - Existing Condition Report | \$56,729         | \$24,799        | \$5,593         |            | \$3,039         | \$33,431         | \$90,160         |
| 2                              | Stair ST7 and Stair ST4 Repair Project  | \$72,735         |                 | \$68,775        |            | \$6,878         | \$75,653         | \$148,388        |
| 4                              | Seawall S10 Replacement Project         | \$87,146         |                 |                 |            |                 | \$0              | \$87,146         |
| Total Labor                    |   | \$216,610        | \$24,799        | \$74,368        | \$0        | \$9,917         | \$109,084        | \$325,694        |
| Other Direct Costs             |   | \$990            | \$200           | \$12,816        |            | \$1,302         | \$14,318         | \$15,308         |
| <b>Total Project Estimate*</b> |   | <b>\$217,600</b> | <b>\$24,999</b> | <b>\$87,184</b> | <b>\$0</b> | <b>\$11,218</b> | <b>\$123,401</b> | <b>\$341,001</b> |

\*Final Fee is rounded to nearest dollar.

| AS NEEDED GEOTECHNICAL SUPPORT (to be determined during Task 1) |   |     |                 |      |                 |                |                 |                 |
|---|---|-----|-----------------|------|-----------------|----------------|-----------------|-----------------|
| Task  | Description                             | M&N | Sub-Consultants |      |                 |                |                 | Fee             |
|   |   |     | CSW/ST2         | DD&A | H&A             | 10% Markup     | Total           |                 |
| 1   | Wood Stairs - Existing Condition Report |     |                 |      | \$14,936        | \$1,494        | \$16,430        | \$16,430        |
| 2   | Stair ST7 and Stair ST4 Repair Project  |     |                 |      | \$23,085        | \$2,309        | \$25,394        | \$25,394        |
| 4   | Seawall S10 Replacement Project         |     |                 |      |                 |                | \$0             | \$0             |
| Total Labor   |   |     |                 |      | \$38,021        | \$3,802        | \$41,823        | \$41,823        |
| Other Direct Costs  |   |     |                 |      | \$14,718        | \$1,472        | \$16,189        | \$16,189        |
| <b>Total Project Estimate*</b>                                  |   |     |                 |      | <b>\$52,739</b> | <b>\$5,274</b> | <b>\$58,012</b> | <b>\$58,012</b> |

\*Final Fee is rounded to nearest dollar.

Revised budget estimates  
from email from Jaclyn Gnusti  
on 11/21/24.

**Moffatt & Nichol Fee Proposal Detail - Revision 1**  
**Carmel Beach Coastal Protection and Access Improvements**




Project Number: P241545      Subconsultant Markup: 10%  
 Project Manager: Jaclyn Gnusti      Other Direct Costs Markup 10%  
 Project Director: Dilip Trivedi

| STAFF-HOUR BUDGET                                   |   |                                    |                    |                   |                    |                           |                |                  |                |                    |               |                          |                             |            |            |           |              |
|---|---|------------------------------------|--------------------|-------------------|--------------------|---------------------------|----------------|------------------|----------------|--------------------|---------------|--------------------------|-----------------------------|------------|------------|-----------|--------------|
| LABOR CLASSIFICATIONS & CONTRACT RATES              |   |                                    |                    |                   |                    |                           |                |                  |                |                    |               |                          |                             |            |            |           |              |
| Principal (QA/QC)<br>P-9, P-8                       | Supervisory Eng/Sci<br>P-7              | Senior Engineer/Sci<br>P-6         | Eng/Sci III<br>P-5 | Eng/Sci II<br>P-4 | Eng/Sci I<br>P-3   | Staff Eng/Sci<br>P-1, P-2 | Sr CADD<br>T-4 | CADD Dsg.<br>T-4 | CADD II<br>T-3 | CADD I<br>T-2, T-1 | Sr. PA<br>A-4 | Admin II/ WP<br>A-4, A-3 | PA/Gen Clerical<br>A-1, A-2 | STAFF-HOUR | LABOR COST |           |              |
| Key Staff Name:                                     | Dilip Trivedi                           | Jaclyn Gnusti                      | Neil Nichols       | -As Needed-       | Delaney McGuinness | -As Needed-               | -As Needed-    | -As Needed-      | -As Needed-    | -As Needed-        | -As Needed-   | -As Needed-              | -As Needed-                 |            |            |           |              |
| Anticipated Support Staff Name (subject to change): | Richard Dornhelm                        | Brad Porter; Jack Fink; Kim Garvey | -As Needed-        | Cheng-Feng Tsai   | Justin Estrada     | -As Needed-               | -As Needed-    | -As Needed-      | -As Needed-    | -As Needed-        | -As Needed-   | -As Needed-              | -As Needed-                 |            |            |           |              |
| Task  | Rate:                                   | \$343.00                           | \$328.00           | \$315.00          | \$297.00           | \$261.00                  | \$235.00       | \$189.00         | \$255.00       | \$240.00           | \$206.00      | \$153.00                 | \$150.00                    | \$120.00   | \$100.00   | SUBTOTALS | SUBTOTALS    |
| 1   | Wood Stairs - Existing Condition Report | 13                                 | 58                 |                   |                    | 102                       |                |                  |                | 2                  | 24            |                          | 8                           |            |            | 207       | \$56,729.00  |
| 2   | Stair ST7 and Stair ST4 Repair Project  | 11                                 | 25                 | 26                | 48                 | 84                        |                |                  |                | 4                  | 72            |                          | 4                           |            |            | 274       | \$72,735.00  |
| 4   | Seawall S10 Replacement Project         | 14                                 | 20                 | 32                | 48                 | 128                       |                |                  |                | 4                  | 80            |                          | 4                           |            |            | 330       | \$87,146.00  |
| <b>TOTAL STAFF HOURS</b>                            |   | 38                                 | 103                | 58                | 96                 | 314                       |                |                  |                | 10                 | 176           |                          | 16                          |            |            | 811       |              |
| <b>M&amp;N LABOR COST</b>                           |   | \$13,034.00                        | \$33,784.00        | \$18,270.00       | \$28,512.00        | \$81,954.00               |                |                  |                | \$2,400.00         | \$36,256.00   |                          | \$2,400.00                  |            |            |           | \$216,610.00 |

| OTHER DIRECT COSTS                | Fee          | Markup      | Total        |
|-----------------------------------|--------------|-------------|--------------|
| Airfare                           |              |             |              |
| Lodging                           |              |             |              |
| Meals                             |              |             |              |
| Mileage/Rental Car                | \$400        | \$40        | \$440        |
| Outside Reproduction              |              |             |              |
| Postage/Delivery                  |              |             |              |
| Telephone                         |              |             |              |
| I&R                               |              |             |              |
| Misc.                             | \$500        | \$50        | \$550        |
| <b>Other Direct Costs Totals:</b> | <b>\$900</b> | <b>\$90</b> | <b>\$990</b> |

| PROJECT SUMMARY               |                  |
|-------------------------------|------------------|
| Total M&N Labor Cost          | \$216,610        |
| Total Other Direct Costs:     | \$900            |
| Mark-up on ODCs:              | \$90             |
| <b>Total Project Estimate</b> | <b>\$217,600</b> |

| <b>Carmel Beach</b><br><br><b>SUMMARY OF PRIME CONSULTANT LABOR EFFORT</b><br><br> |                                      | <b>CSWST2</b><br>Existing Conditions Survey |  |                             |                             |                             |                              | <b>Total Hours</b> | <b>Total Base Fee</b> |
|--|--------------------------------------|---|--|-----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------|-----------------------|
|  |                                      | Robert Stevens<br><b>PIC</b>                | Josh Woelbing<br><b>Survey Manager</b> | Varies<br><b>Surveyor 3</b> | Varies<br><b>Surveyor 2</b> | Varies<br><b>Surveyor 1</b> | Varies<br><b>Survey Team</b> |                    |                       |
| Billable Rate (\$/ hour)   |                                      | 269.00                                      | 240.00                                 | 194.00                      | 175.00                      | 144.00                      | 340.00                       |                    |                       |
| <b>Task 1 Wood Stairs - Existing Conditions Survey</b>   |                                      |   |  |                             |                             |                             |                              |                    |                       |
| 1.1  | Field Survey for Stairs              |   | 4                                      |                             |                             | 4                           | 8                            | 16                 | \$4,256               |
| 1.2  | Update Base Map                      | 1   | 2                                      |                             |                             | 10                          |                              | 13                 | \$2,189               |
| <b>Task 1 Wood Stairs - Existing Conditions Survey Subtotal:</b>   |                                      | <b>1</b>                                    | <b>6</b>                               | <b>0</b>                    | <b>0</b>                    | <b>14</b>                   | <b>8</b>                     | <b>29</b>          | <b>\$6,445</b>        |
| <b>Task 2 Stair 7 Repair Project</b>   |                                      |   |  |                             |                             |                             |                              |                    |                       |
| 2.1  | Design Phase                         |   |  |                             |                             |                             |                              | 0                  | \$0                   |
| 2.2  | Construction Phase - Provide Control |   |  |                             | 2                           |                             |                              | 2                  | \$350                 |
| <b>Task 2 Stair 7 Repair Project Subtotal:</b>   |                                      | <b>0</b>                                    | <b>0</b>                               | <b>0</b>                    | <b>2</b>                    | <b>0</b>                    | <b>0</b>                     | <b>2</b>           | <b>\$350</b>          |
| <b>Task 4 Seawall S10 Replacement Project</b>  |                                      |   |  |                             |                             |                             |                              |                    |                       |
| 4.1  | Design Phase                         |   |  |                             |                             |                             |                              | 0                  | \$0                   |
| 4.2  | Construction Phase - Provide Control |   |  |                             | 2                           |                             |                              | 2                  | \$350                 |
| <b>Task 4 Seawall S10 Replacement Project Subtotal:</b>  |                                      | <b>0</b>                                    | <b>0</b>                               | <b>0</b>                    | <b>2</b>                    | <b>0</b>                    | <b>0</b>                     | <b>2</b>           | <b>\$350</b>          |
| <b>Total Labor Expenses</b>  |                                      | <b>3</b>                                    | <b>14</b>                              | <b>2</b>                    | <b>44</b>                   | <b>21</b>                   | <b>28</b>                    | <b>112</b>         | <b>\$24,799</b>       |
| <b>Reimbursable Expenses</b>   |                                      |   |  |                             |                             |                             |                              |                    |                       |
| Travel and Printing  |                                      |   |  |                             |                             |                             |                              |                    | \$200                 |
| <b>Total Reimbursable Expenses:</b>  |                                      |   |  |                             |                             |                             |                              |                    | <b>\$200</b>          |
| <b>Total Labor and Expense Fee</b>   |                                      |   |  |                             |                             |                             |                              |                    | <b>\$24,999</b>       |

All fees included in M&N Task 1

**DD&A, Inc. Cost Estimate**

for

**Carmel Beach Coastal Protection and Access Improvements Projects**

| Task  |   | Principal | Sr. Project Manager | Senior Scientist or Planner | Associate Scientist or Planner | Assistant Scientist or Planner | GIS/Computer Specialist | Administration and Editing | Hours Per Task | Subtotal  | Cost Per Task    |
|---|---|-----------|---------------------|-----------------------------|--------------------------------|--------------------------------|-------------------------|----------------------------|----------------|-----------|------------------|
| <b>1</b>  | <b>Project Initiation/Site visit</b>                        | 1         | 6                   |                             | 10                             |                                | 2                       | 1                          | 20             |           | <b>3,079.00</b>  |
| 1a  | <i>Wood Stairs Environmental and Permitting Approach</i>    |           | 2                   | 2                           | 4                              | 8                              | 2                       | 1                          | 19             |           | <b>2,514.00</b>  |
| <b>2</b>  | <b>Stairs and Seawall IS/MND</b>                            |           |                     |                             |                                |                                |                         |                            |                |           |                  |
| 2a  | Draft and Final Project Description                         |           | 2                   | 4                           | 8                              | 16                             | 6                       | 2                          | 38             |           | <b>4,888.00</b>  |
| 2b  | Early Coordination with Responsible and Interested Agencies | 1         | 2                   | 8                           | 8                              | 4                              | 2                       |                            | 25             |           | <b>3,693.00</b>  |
| 2c  | Prepare Technical Studies                                   |           |                     |                             |                                |                                |                         |                            |                |           | <b>8,896.00</b>  |
|   | <i>Biological Resources Report (DD&amp;A)</i>               |           | 2                   | 12                          | 10                             | 28                             | 8                       | 4                          | 64             | 8,244.00  |                  |
|   | <i>Cultural Study and AB 52</i>                             |           | 2                   |                             | 2                              |                                |                         |                            | 4              | 652.00    |                  |
| 2d  | Prepare Administrative Draft IS/MND                         | 1         | 4                   | 8                           | 28                             | 48                             | 10                      | 2                          | 101            |           | <b>13,169.00</b> |
| 2e  | Prepare Public Review Draft IS/MND                          |           | 2                   | 4                           | 10                             | 16                             | 2                       | 4                          | 38             |           | <b>4,824.00</b>  |
| 2f  | Respond to Public Comments and Prepare Final IS/MND         | 1         | 4                   | 12                          | 14                             | 24                             | 2                       | 8                          | 65             |           | <b>8,529.00</b>  |
| 2g  | Prepare Mitigation Monitoring and Reporting Program         |           | 2                   | 2                           | 4                              | 6                              |                         | 2                          | 16             |           | <b>2,108.00</b>  |
| 2h  | City Council Meeting and Additional Meeting Attendance      |           | 10                  |                             | 8                              | 6                              | 2                       | 4                          | 30             |           | <b>4,268.00</b>  |
| 2j  | Stair and Seawall Permitting                                |           | 4                   | 16                          | 40                             | 60                             | 16                      | 8                          | 144            |           | <b>18,400.00</b> |
|   | <b>Total Hours</b>  | 4         | 42                  | 68                          | 146                            | 216                            | 52                      | 36                         | 564            |           |                  |
|   | <b>Hourly Rate</b>  | \$265.00  | \$192.00            | \$156.00                    | \$134.00                       | \$120.00                       | \$122.00                | \$78.00                    |                |           |                  |
|   | <b>Total Labor</b>  | \$ 1,060  | \$ 8,064            | \$ 10,608                   | \$ 19,564                      | \$ 25,920                      | \$ 6,344                | \$ 2,808                   |                |           | \$ 74,368        |
| <b>Subconsultants:</b>  |   |           |                     |                             |                                |                                |                         |                            |                |           | \$ 10,794        |
| Albion (Cultural Resources Report and AB 52 Compliance)           |   |           |                     |                             |                                |                                |                         |                            |                | \$ 10,794 |                  |
| <b>Expenses:</b>  |   |           |                     |                             |                                |                                |                         |                            |                |           | \$ 350           |
| Mileage (at current IRS mileage rate)                             |   |           |                     |                             |                                |                                |                         |                            |                | \$ 100    |                  |
| Miscellaneous (communication, GIS/Trimble, postage, courier etc.) |   |           |                     |                             |                                |                                |                         |                            |                | \$ 250    |                  |
| <b>Subtotal</b>   |   |           |                     |                             |                                |                                |                         |                            |                |           | \$ 11,144        |
| <b>Administration Fee (15%)</b>                                   |   |           |                     |                             |                                |                                |                         |                            |                |           | \$ 1,672         |
| <b>Total Budget</b>   |   |           |                     |                             |                                |                                |                         |                            |                |           | \$ 87,184        |



Haley & Aldrich, Inc.

Carmel Beach Coastal Protection and Access Improvements Projects

| P211381 - Carmel Coastal Protection |                                 |          | Task 1: Wood Stairs – Existing Conditions Survey Subtotal |                    | Task 2 & Task 4: Stair 7 & 4 Repair Project and Seawall 10 Replacement Project - (PS&E) Subtotal |                    | Total       |                    |
|-------------------------------------|---------------------------------|----------|---|--------------------|--|--------------------|-------------|--------------------|
| Category                            | Name                            | Rate     | Quantity  | Amount             | Quantity   | Amount             | Quantity    | Amount             |
| Principal                           |                                 | 355      | 16  | \$5,680.00         | 4  | \$1,420.00         | 20          | \$7,100.00         |
| Senior Project Manager              |                                 | 262      | 8   | \$2,096.00         | 16   | \$4,192.00         | 24          | \$6,288.00         |
| Senior Technical Specialist         |                                 | 219      | 18  | \$3,942.00         | 21   | \$4,599.00         | 39          | \$8,541.00         |
| Technical Specialist                |                                 | 200      | 8   | \$1,600.00         | 46   | \$9,200.00         | 54          | \$10,800.00        |
| Project Professional                |                                 | 191      | 6   | \$1,146.00         | 18   | \$3,438.00         | 24          | \$4,584.00         |
| Project Support                     |                                 | 118      | 4   | \$472.00           | 2  | \$236.00           | 6           | \$708.00           |
| <b>Labor Total</b>                  |                                 |          | <b>60</b>   | <b>\$14,936.00</b> | <b>107</b>   | <b>\$23,085.00</b> | <b>167</b>  | <b>\$38,021.00</b> |
| Permit                              | Monterey County                 | 932.80   |   |                    | 1.00   | \$932.80           | 1           | \$932.80           |
| Mileage                             |                                 | 0.74     | 150.00  | \$110.55           | 600.00   | \$442.20           | 750         | \$552.75           |
| Mileage                             |                                 | 0.74     |   |                    |  |                    | -           | \$0.00             |
| Select Category                     |                                 | 0.74     |   |                    |  |                    | -           | \$0.00             |
| <b>Expense Total</b>                |                                 |          | <b>150</b>  | <b>\$110.55</b>    | <b>601</b>   | <b>\$1,375.00</b>  | <b>751</b>  | <b>\$1,485.55</b>  |
| Subcontractors                      | ConeTec Inc.                    | 9,020.00 |   |                    | 1.00   | \$9,020.00         | 1           | \$9,020.00         |
| Laboratory Testing                  | Cooper Testing Laboratory, Inc. | 1,980.00 |   |                    | 1.00   | \$1,980.00         | 1           | \$1,980.00         |
| Subcontractors                      | Geotech Utility Locating        | 1,980.00 |   |                    | 1.00   | \$1,980.00         | 1           | \$1,980.00         |
| <b>Consultant Total</b>             |                                 |          |   |                    | <b>3.00</b>  | <b>\$12,980.00</b> | <b>3</b>    | <b>\$12,980.00</b> |
| Unit                                | Field Supplies - Daily          | 28.00    | 1.00  | \$28.00            | 2.00   | \$56.00            | 3.00        | \$252.00           |
| <b>Unit Total</b>                   |                                 |          | <b>1.00</b>   | <b>\$28.00</b>     | <b>2.00</b>  | <b>\$56.00</b>     | <b>3.00</b> | <b>\$252.00</b>    |
| <b>Grand Total:</b>                 |                                 |          |   | <b>\$15,074.55</b> |  | <b>\$37,496.00</b> |             | <b>\$52,738.55</b> |

**FEES FOR SERVICES**

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

| <i>Classification</i>                                | <i>Hourly Rate</i> |
|--|--------------------|
| <i>Project Support</i>                               | <i>\$118</i>       |
| <i>Technician</i>                                    | <i>\$118</i>       |
| <i>Project Technician</i>                            | <i>\$130</i>       |
| <i>Senior Technician</i>                             | <i>\$142</i>       |
| <i>Project Controls</i>                              | <i>\$143</i>       |
| <i>Staff Professional 1</i>                          | <i>\$155</i>       |
| <i>Staff Professional 2</i>                          | <i>\$172</i>       |
| <i>Project Professional</i>                          | <i>\$191</i>       |
| <i>Technical Specialist</i>                          | <i>\$200</i>       |
| <i>Project Manager / Senior Technical Specialist</i> | <i>\$219</i>       |
| <i>Senior Project Manager / Technical Expert</i>     | <i>\$262</i>       |
| <i>Program Manager / Senior Technical Expert</i>     | <i>\$335</i>       |
| <i>Principal</i>                                     | <i>\$355</i>       |
| <i>Senior Principal</i>                              | <i>\$375</i>       |

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

**EQUIPMENT RATE SCHEDULE**

| <b>AIR MONITORING EQUIPMENT</b>                             | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
|---|--------------|---------------|----------------|
| <i>Drager/Rae Sampling Kit (tubes not included)</i>         | \$10         | \$40          | \$120          |
| <i>Dust Monitor</i>   | \$100        | \$400         | \$1,200        |
| <i>Four-Gas Meter</i>                                       | \$43         | \$172         | \$516          |
| <i>Photoionization Detector - 10.6 or 11.7 eV</i>           | \$70         | \$280         | \$840          |
| <b>FIELD TESTING</b>  | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| <i>Double Ring Infiltrometer</i>                            | \$250        | ---           | ---            |
| <i>Field Supplies</i>                                       | \$28         | \$112         | \$448          |
| <i>Guelph Permeameter</i>                                   | \$150        | ---           | ---            |
| <i>Inclinometer Readings</i>                                | \$250        | ---           | ---            |
| <i>Sand Cone Field Density Kit</i>                          | \$75         | \$225         | \$725          |
| <i>pH Meter</i>   | \$15         | \$60          | \$180          |
| <i>Pile Load Testing (per test)</i>                         | \$1,500      | ---           | ---            |
| <i>Plate Load Tester (per day)</i>                          | \$50         | ---           | ---            |
| <i>Pit Box Test (per day)</i>                               | \$400        | ---           | ---            |
| <i>Slug Test Kit (per day)</i>                              | \$350        | ---           | ---            |
| <i>Wood Pile Load Testing (per test)</i>                    | \$250        | ---           | ---            |
| <b>SAMPLING EQUIPMENT</b>                                   | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| <i>Groundwater Sampling Bundle with Bladder Pump</i>        | \$315        | \$1,000       | \$3,000        |
| <i>Groundwater Sampling Bundle with Peristaltic Pump</i>    | \$250        | \$750         | \$2,100        |
| <i>Groundwater Sampling Bundle with Grundfos Pump</i>       | \$350        | \$1,100       | \$3,100        |
| <i>Rotohammer Drill</i>                                     | \$100        | \$400         | ---            |
| <i>Soil Sampling or Tank Pull Equipment Bundle</i>          | \$150        | \$350         | \$1,050        |
| <i>Soil Vapor Sampling Bundle</i>                           | \$400        | \$1,400       | \$2,600        |
| <i>Turbidity Meter</i>                                      | \$20         | \$80          | \$240          |
| <i>YSI Meter with Flow Cell</i>                             | \$100        | \$400         | \$1,200        |
| <b>WATER LEVEL METERS AND INTERFACE PROBES</b>              | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| <i>Barologger</i>   | \$10         | \$40          | \$120          |
| <i>Levelogger</i>   | \$25         | \$100         | \$300          |
| <i>Oil/Water Interface Probe</i>                            | \$50         | \$200         | \$600          |
| <i>Water Level Indicator</i>                                | \$20         | \$80          | \$240          |
| <b>GEOTECHNICAL INSTRUMENTATION</b>                         | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| <i>Cone Penetrometer</i>                                    | \$15         | \$60          | \$180          |
| <i>Crack Monitors - Electronic Datalogger</i>               | ---          | \$120         | \$360          |
| <i>Dynamic Cone Penetrometer</i>                            | \$150        | ---           | ---            |
| <i>Electronic Readout Box</i>                               | \$25         | \$100         | \$300          |
| <i>Geokon LC-2 Single Channel Logger</i>                    | ---          | \$80          | \$240          |
| <i>Geokon - CR 800 Vibrating Wire Datalogger with Modem</i> | ---          | \$100         | \$300          |
| <i>Geokon GK 401 Vibrating Wire Readout Box</i>             | \$50         | \$100         | \$300          |
| <i>In-Place Inclinometer Rental</i>                         | ---          | ---           | \$1,250        |
| <i>Modem</i>  | ---          | ---           | \$250          |
| <i>Nuclear Density Gauge</i>                                | \$100        | \$300         | \$900          |

**EQUIPMENT RATE SCHEDULE (continued)**

| <b>GEOTECHNICAL INSTRUMENTATION (continued)</b>              | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
|--|--------------|---------------|----------------|
| Power System - Battery                                       | \$5          | \$20          | \$60           |
| Power System - Solar   | \$15         | \$60          | \$180          |
| Seismograph - Manual   | \$75         | \$225         | \$725          |
| Seismograph - Remote Units                                   | \$100        | \$275         | \$825          |
| Tiltmeter  | ---          | \$150         | \$450          |
| Vibration and Sound Monitoring Station                       | \$125        | \$325         | \$925          |
| VDV Web Service  | ---          | ---           | \$200          |
| <b>UAS DATA ACQUISITION &amp; PROCESSING</b>                 | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| UAS Digital Imagery Equipment                                | ---          | \$200         | \$800          |
| UAS Digital Imagery w/Ground Control Package (UAS + GNSS)    | ---          | \$300         | \$1,200        |
| UAS Hyperspectral Equipment                                  | ---          | \$300         | \$1,200        |
| UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS) | ---          | \$400         | \$1,600        |
| <b>LIDAR SCANNING &amp; PROCESSING</b>                       | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| LiDAR Scanning Equipment (Terrestrial & Aerial)              | ---          | \$400         | \$1,600        |
| LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)      | ---          | \$500         | \$2,000        |
| <b>MISCELLANEOUS</b>   | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> |
| Camera - Digital   | \$10         |               |                |
| Decontamination Kit (each)                                   | \$50         | ---           | ---            |
| Field Truck (including fuel)                                 | \$95         | \$380         | \$1,140        |
| Generator  | \$50         | \$200         | \$600          |
| GeoTech Sample Jars 16 oz. (per box)                         | \$10         | ---           | ---            |
| GPS Unit   | \$150        | \$600         | \$1,800        |
| Harness with Restraint Lanyard                               | \$40         | \$160         | \$480          |
| Motorola CP200d Radio (pair)                                 | ---          | \$35          | \$140          |
| Personal Protective Equipment - Level C (per person)         | \$45         | ---           | ---            |
| R/V Catalyst - 26 Ft Sampling Vessel                         | \$600        | ---           | ---            |
| Research Nets  | \$60         | ---           | ---            |
| Sampling Tubing (roll)                                       | \$20         | ---           | ---            |
| Saximeter II   | \$35         | \$140         | \$420          |
| Sound Level Meter  | \$50         | \$200         | \$600          |
| Tool Trailer   | \$300        | ---           | ---            |

**LABORATORY RATE SCHEDULE**

| <b>SOIL CLASSIFICATION AND INDEX TESTS</b>                 | <b>Unit Price</b> |
|--|-------------------|
| <i>Atterberg Limits - 1 Point</i>                          | \$125             |
| <i>Atterberg Limits - 3 Point</i>                          | \$180             |
| <i>Grain Size - Hydrometer and Sieve Analysis</i>          | \$300             |
| <i>Grain Size - 200 Wash</i>                               | \$100             |
| <i>Grain Size- Sieve Analysis (Standard Sample)</i>        | \$125             |
| <i>Grain Size - Sieve Analysis (Bulk Sample)</i>           | \$150             |
| <i>Grain Size - Hydrometer</i>                             | \$175             |
| <i>Water Content</i>                                       | \$25              |
| <i>Organic Content</i>                                     | \$75              |
| <i>Specific Gravity</i>                                    | \$125             |
| <i>Visual Classification</i>                               | \$15              |
| <b>SOIL MOISTURE-DENSITY TESTS</b>                         | <b>Unit Price</b> |
| <i>Bulk Density</i>  | \$100             |
| <i>California Bearing Ratio (CBR)</i>                      | \$650             |
| <i>Proctor - 1 Point</i>                                   | \$120             |
| <i>Proctor - 4 Point</i>                                   | \$250             |
| <i>Proctor - 4 Point (Cohesive Soil)</i>                   | \$300             |
| <b>SOIL CONSOLIDATION AND STRENGTH TESTS</b>               | <b>Unit Price</b> |
| <i>Consolidation - Constant Rate of Strain (CRS)</i>       | \$650             |
| <i>Consolidation - Incremental</i>                         | \$500             |
| <i>Unconfined Compression</i>                              | \$100             |
| <i>Direct Simple Shear (DSS)</i>                           | \$300             |
| <i>Cyclic Direct Simple Shear (CDSS)</i>                   | \$650             |
| <i>Triaxial Compression - Isotropic Consolidation</i>      | \$500             |
| <i>Triaxial Compression - Ko/anisotropic Consolidation</i> | \$800             |
| <i>Triaxial Compression - Unconsolidated</i>               | \$300             |
| <b>SURCHARGE RATES</b>                                     | <b>Unit Price</b> |
| <i>Atterberg Limits Dry Prep</i>                           | \$15              |
| <i>Atterberg Limits Organic Classification</i>             | \$40              |
| <i>Sample Preparation</i>                                  | \$120             |
| <i>Triaxial High Pressure (over 100 psi)</i>               | \$100             |
| <i>Tube Cut (per cut)</i>                                  | \$25              |
| <i>Tube Extrusion</i>                                      | \$100             |

*Additional H&A Laboratory analyses, pricing, and rush rates available upon request.*

**DELIVERABLES:**

- Draft and final IS/MND
- Draft and final permit application packages
- 50%, 90%, and Final Bid Document Packages

**TASK 4: SEAWALL S10 REPLACEMENT PROJECT**

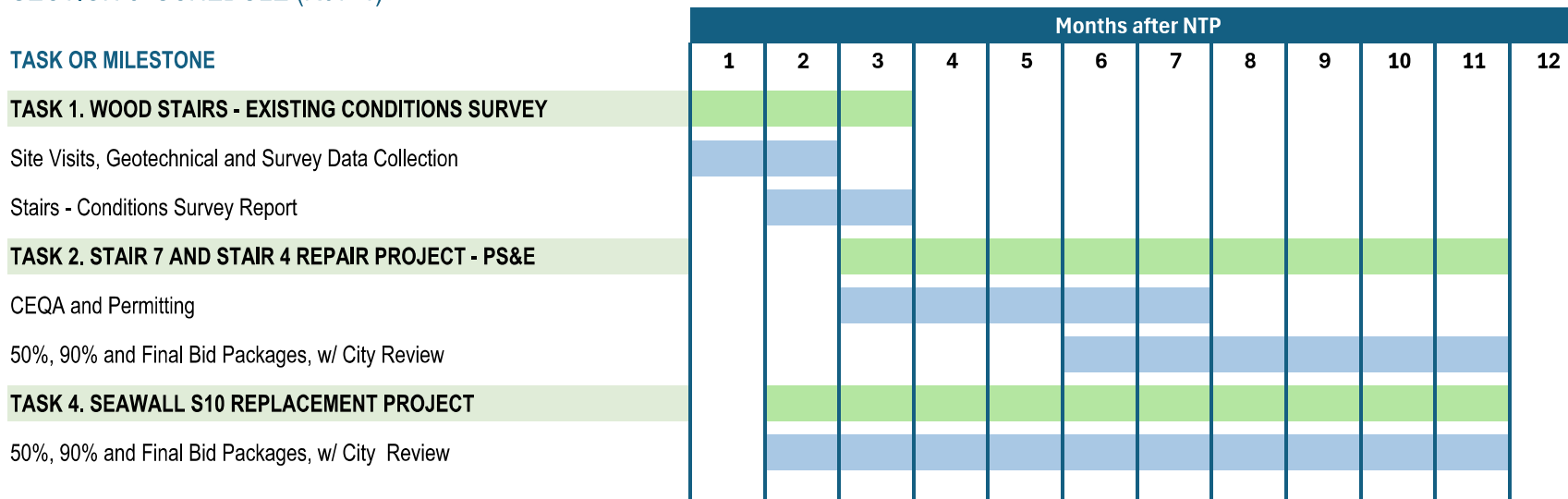
This task includes preparation of a bid package for the replacement of S10. CEQA and permitting efforts will have been covered in Task 2. This bid package will be prepared independently from the stairway repair bid package in Task 2. All deliverables for this task will be the same as the Task 2 deliverables but applicable only to the Seawall.

**DELIVERABLES:**

- Preliminary concept memorandum (basis of design)
- 50%, 90%, and Final Bid Document Packages

## Exhibit "C" - Project Schedule

SECTION 8. SCHEDULE (Rev. 1)



Assumptions:

1. This schedule represents a reasonable timeline for processing site investigation information and completing the CEQA and permitting approvals.  
 We aim to align permit acquisition approximately midway of the 90% design efforts to allow time to incorporate permit conditions. However, if the CEQA and permitting process can be completed more rapidly than assumed, our schedule can be condensed accordingly. Likewise, if the CEQA and permitting efforts take longer, this schedule may be extended.
2. Task 1 - City review of draft report will not exceed two weeks.
3. Task 2 and Task 4:
  - City review of IS/MND and permit packages will not exceed two weeks.
  - 12 weeks allotted for agency permit processing; If longer, Tasks 2 and 4 will be impacted.
  - City review of 50% and 90% Bid Packages will not exceed two weeks each; City will review bids, award, and contract within four weeks.