

**Measure G Oversight Committee  
Agenda  
BMKCSD Community Center**

**Tuesday June 17, 2025 6:30pm**

**Members**

Vince Lattanzio, Board Lead	vlattanzio@bmkcsd.us
Steve Nash, Board Lead	snash@bmkcsd.us
Wendy Gibson	wendygibsonlaw@gmail.com
Matthew Glerum	matthewglerum1@gmail.com
Aylene Lambert	aylenefromthe6@gmail.com
Martin O'Leary	martin.oleary@comcast.net
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Robin Lee	robin.lee8@gmail.com
Michael Zatto	michaelzatto@sbcglobal.net
Kevin Dugan	kevindugan1966@yahoo.com

**I. Roll call and introductions:**

**II. Meeting ground rules:**

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

**III. Review of Roles and Responsibilities**

- a. Agendas must be submitted to Lisa in the CSD office to post to the public no less than 96 Hours (4) days prior to the date of the meeting.
- b. Scheduling meetings should be no less than two weeks prior to meeting.
- c. Submissions for the agenda items must be submitted no later than seven days prior to meeting date.
- d. Meeting minutes should be submitted to Lisa on the Friday before the board meeting scheduled (third Thursday of the month, unless there is a holiday)

**June board meeting is scheduled for June 26, 2025 at 7:30pm**

**IV. Current Projects**

- a. Stop logs – scheduled date for test stop log June 6, 2025
- b. Moving of stop logs from the North to the South lagoon
- c. WRA – approved proposal for Environmental work and permitting
- d. SGH – approved proposal for structural engineering design/Construction documentation/administration

**V. New Business**

- a. Interview Engineering Committee with estimated costs  
Recommendations from SGH:  
CS Marine – Mark Weisz [mark@csmarine.com](mailto:mark@csmarine.com)  
Power Engineering Construction – Wayne Stoneciper  
[wds@powerengconstruction.com](mailto:wds@powerengconstruction.com)  
Jeff Van Meter [jvanmeter@powerengconstruction.com](mailto:jvanmeter@powerengconstruction.com)  
Manson Construction- Kelly Blythe [kblythe@mansonconstruction.com](mailto:kblythe@mansonconstruction.com)
- b. Locks plan update
- c. Hydrologic Study & Sediment Management report– Robin Lee
- d. S. Lock 2026
- e. N. Lock 2027
- f. Flood gates – TBD
- g. Permit updates

**VI. Finances**

- a. Measure G Savings - \$1,351,432.80
- b. Measure G Checking - \$9,001.14
- c. Measure D Savings - \$453,248.25
- d. Measure D Checking - \$9,009.77
- e. Operations Savings - \$2,592,395.95 (keep in mind all operating expenses are pulled from the savings account for the FY)

**VI. Adjournment of meeting**

**Next Board of Directors Meeting Thursday June 26, 2025 7:30pm**

**Certificate of Posting**

I declare under penalty of perjury under the laws of the State of California, that I am employed by the Bel Marin Keys Community Services District, and that I caused this Notice & Agenda to be posted on the District's website ([www.bmkcsd.us](http://www.bmkcsd.us)), as well as on the interior and exterior bulletin boards located at the District Office, 4 Montego Key, Novato, California, on the date reflected below.



Lisa Lue, Board Clerk

June 3, 2025



**Project Title**  
**Title Line Two (if needed)**

**Scope of Work and Estimated Cost**

**Prepared for:**  
Lisa Lue  
District Manager  
Bel Marin Keys Community Services District  
4 Montego Key  
Novato, CA 94949  
415-883-4222  
cell: 415-996-3907  
lluebmksd.us

**April 14, 2025**

**WRA PROJECT NO. 350139**

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**PURPOSE**

WRA, Inc. (WRA), is pleased to submit this proposal to provide professional consulting services to Bel Marin Keys Community Services District (Client). The purpose of this Scope of Work is to describe the anticipated level of effort and deliverables involved in regulatory permitting for the proposed maintenance of the CSD's lagoon locks (Project).

**WORK PRODUCTS AND SERVICES**

- Written Project Description
- Marin Project Coordination (MPC) Meeting Presentation
- Biological Report
- Cultural and Historical Resources Report
- US Army Corps. Of Engineers (USACE) Permit Application
- Regional Water Quality Control Board (RWQCB) Permit Application
- California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement Application



- Section 7 Endangered Species Act Consultation with the US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS/NOAA)

## **SCOPE OF WORK**

### **PHASE 1. BASELINE ENVIRONMENTAL WORK**

Phase 1 of this scope of work includes baseline studies to assist the CSD with scoping of the level of effort and to develop an approach to project implementation that could minimize the permitting level of effort.

#### **TASK 1: PROJECT DESCRIPTION AND BMP PREPARATION**

WRA will coordinate with the client and engineer to develop a written project description that can be used for the project's permit applications. The project description will be based on information from the design team including conceptual layouts, alignments and descriptions of construction approaches. Developing a complete project description will require information from the design team based on anticipated construction methods. This task also includes WRA's assistance developing best management practices (BMPs) for completing the project in a way that minimizes the level of effort for permitting.

#### **TASK 2: MARIN PROJECT COORDINATION (MPC) MEETING**

The Marin Project Coordination (MPC) Meeting provides a forum to present projects to regulatory agencies prior to submitting a permit application. It can be used to fulfill certain requirements to meet with the Regional Water Quality Control Board prior to submittal of an application. The meeting forum is organized by Marin County and held once every month. WRA will submit a request for inclusion in a Marin Project Coordination Meeting on behalf of the RCD and lead a presentation providing a project overview. WRA will take notes during the meeting as to regulatory agency feedback for incorporation into project permit applications. The meeting will also provide an opportunity to make a case for a Corps of Engineers permit not being required for the project, which would reduce overall permitting costs.

#### **TASK 3: MEETINGS AND PROJECT SUPPORT**

This task includes time for meetings and coordination between WRA and the CSD during Phase 1 of this scope. It is anticipated that 4 hours of meetings and coordination with the client will be required during this phase.

### **PHASE 2. REGULATORY PERMITTING**

Phase 2 of this scope of work includes tasks that would be required if regulatory agencies determine that permits are required for the project during the MPC meeting.

#### **TASK 1: BIOLOGICAL REPORT**

Based on a desktop mapping of aquatic areas within the lock repair areas, WRA will prepare a memorandum describing the potential for the site to support special status species listed on the CDFW Special Animals List. The memorandum is required as an attachment to the CDFW Streambed Alteration Agreement application and will provide avoidance and minimization measures that can be incorporated into project construction documents. The memorandum will be based on the desktop mapping in combination with the results of a California Natural Diversity Database (CNDDDB) query. It is anticipated that one draft and one final version of the memorandum will be prepared.





## **TASK 2: CULTURAL AND HISTORICAL RESOURCES REPORT**

To meet the requirements of the Corps' permit processing procedures, Eileen Barrow & Associates (as a subconsultant to WRA) will prepare a Cultural Resources Report for compliance with Section 106 of the National Historic Preservation Act. The report will be based on the cultural resources study completed for the emergency repair project. Archival research will be completed at the Northwest Information Center of the California Historical Resources Information System and at local and online libraries to assess the potential for prehistoric and historic-era cultural resources within the study area and its surroundings. The Native American Heritage Commission will be contacted for a Sacred Lands File search of the study area. Contact will also be initiated with local Native American tribes and individuals and notify them of our involvement in the project. This notification does not constitute legal consultation as defined by Section 106 of the National Historic Preservation Act, but is expected protocol for completing a Section 106 compliant report. This task assumes that the field study of the area of potential effects will be conducted as part of the spill response permitting. Preliminary documentation of cultural resources on DPR 523 forms will be completed if found during our fieldwork. A written technical report of findings will be completed that summarizes the results of the investigations and offers recommendations for the treatment of cultural resources.

## **TASK 4: REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) PERMIT APPLICATION**

NWP #3 is one of 15 NWPs included in State Water Board Order No. WQ 2021-0048-DWQ requiring a "Notice of Intent" application form submitted to the Regional Water Quality Control Board (RWQCB). The Notice of Intent will include the project description, list of avoidance and minimization measures, and justification for why no mitigation or restoration of temporary impacts are required for the project.

## **TASK 5: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW) STREAMBED ALTERATION AGREEMENT**

The California Department of Fish and Wildlife (CDFW) requires any person who may affect the bed or bank of a perennial, intermittent, or ephemeral river, stream, or lake, or associated riparian habitat submit a notification of Lake or Streambed Alteration. The Streambed Alteration Agreement notification process is submitted via a CDFW on-line portal. Additional analysis of state listed special-status species will be required as part of the CDFW notification, based on the biological report. WRA will work with the client to compile a list of construction equipment and methods anticipated to be used during construction for inclusion in the notification. The complete notification will be submitted to the CDFW after client review. CDFW's online portal does require some direct interaction and CDFW online account creation/management by CSD staff. WRA will respond to questions by CDFW concerning the application and the project. This task also includes response to one letter from CDFW requesting a moderate level of additional or supplemental information.

## **TASK 6: ENDANGERED SPECIES ACT CONSULTATION**

Due to the project occurring adjacent to potential habitat for species listed under the Endangered Species Act, consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service is anticipated to occur as part of the Corps permitting process. Potential impacts to federal threatened or endangered species or designated critical habitat may result from project access, noise, and visual impacts in and adjacent to potential habitat for salt marsh harvest mouse and California Ridgway's rail. WRA will serve as the project's agent during discussions with the USFWS during the Section 7 consultation process. This task assumes that



the biological report prepared under Phase 2, Task 2 will be acceptable to the regulatory agencies and that measures recommended by WRA to avoid potential take of listed species will be implemented during construction to keep the consultation at a level of "not likely to adversely affect".

#### **TASK 7: AGENCY COORDINATION**

This task includes time for meetings and coordination between WRA, the regulatory agencies and the CSD required to procure aquatic resources permits described above. WRA will also monitor project schedule and deliverable dates, budgets, and coordinate work product completion. It is anticipated that an average of 4 hours per month for a period of up to eight months will be required for attendance at project meetings, conference calls, and completion of other miscellaneous tasks to facilitate the project's environmental approval.

#### **SCHEDULE**

Work can begin upon execution of this Scope of Work. Typical timelines required to obtain permits from regulatory agencies in the San Francisco Bay Area range from 6 to 24 months (or in special cases longer). WRA anticipates permits can be issued for this project in 9-12 months from the date of the application.

#### **STAFFING**

Justin Semion will be the principal in charge of the project. Bianca Clarke will be the project manager. Other staff will be assigned to the project as necessary.

#### **ASSUMPTIONS**

The following assumptions have been made in the preparation of this Scope of Work:

- Client will provide evidence of California Environmental Quality Act (CEQA) compliance to provide to regulatory agencies.
- Project work will involve maintenance of the existing locks utilizing existing lock infrastructure for dewatering.
- Client can provide the project design or property boundaries in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
- Any previous environmental reports for the project supplied to Client or the project owner will be provided to WRA.
- Any previous correspondence between Client or the project owner and government agencies that relates to WRA's proposed work will be provided to WRA.
- Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and data obtained may not be accurate or applicable in subsequent years.
- WRA cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities, which are outside of WRA's control.

#### **ESTIMATED COST**

The cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above and normal working conditions. Costs may be reallocated between tasks that are based on time and materials, but the total cost shown below will not be exceeded without authorization.





TASK	COST
<b>PHASE 1. BASELINE ENVIRONMENTAL WORK</b>	
1. Project Description and BMP Preparation	\$ 4,660
2. Marin Project Coordination (MPC) Meeting	\$ 5,450
3. Meetings and Project Support	\$ 2,000
<b>Subtotal Phase 1</b>	<b>\$12,110</b>
<b>PHASE 2. REGULATORY PERMITTING</b>	
1. Biological Report	\$ 8,500
2. Cultural and Historical Resources Report	\$ 12,100
3. US Army Corps. Of Engineers (USACE) Permit Application	\$ 12,200
4. Regional Water Quality Control Board (RWQCB) Permit Application	\$ 12,400
5. California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement	\$ 12,000
6. Endangered Species Act Consultation	\$ 6,500
7. Meetings and Agency Coordination	\$ 12,100
<b>Subtotal Phase 2</b>	<b>\$ 75,800</b>
<b>TOTAL:</b>	<b>\$87,910</b>

## TERMS & CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

*(Approval / Signature Page Follows)*



## APPROVAL TO PROCEED

To authorize WRA's services and signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

### FOR CLIENT

LS May 16, 2025  
Signature Date

Lisa Lue, District Manager  
Printed Name and Title

llue@bmksd.us  
Email Address

### BILLING INFORMATION:

Please send all invoices to:  
bmks-ap@bmksd.us  
Name and Email (if different from above)

### FOR WRA

DocuSigned by:  
Justin Semion 5/28/25  
Signature Date

Justin Semion, Principal and Technical Services Director  
Printed Name and Title





**EXHIBIT A**  
**WRA, INC. – STANDARD TERMS AND CONDITIONS**

- 1. STANDARD OF CARE:** The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.
- 2. SCOPE OF WORK; CHANGES:** The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control. In the event of a change to WRA's scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.
- 3. ESTIMATED COST; PAYMENT:** The cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January, but stated costs will not be exceeded without written authorization from Client. Reimbursable expenses, including subcontractors and equipment, are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time (in minimum increments of .25 hours) and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days after Client's receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall promptly notify WRA and pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a "retainer," the retainer amount will be held and applied only to the final invoice under the Scope of Work.
- 4. CONFIDENTIALITY:** All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.
- 5. WORK PRODUCTS:** Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client's sole risk.
- 6. CLIENT DUTIES:** Client agrees to (a) provide all known requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. A minimum of 4 hours per staff member will be charged to Client for staff who are mobilized for work that is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered while at the site cause WRA staff to cease work. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.
- 7. LEGAL COUNSEL:** WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.
- 8. NONDISCRIMINATION:** WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,



sex, or national origin. Moreover, these regulations require that covered consultants take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**9. LIMITATION OF LIABILITY:** In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA or Client be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.

**10. INDEMNIFICATION:** Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence or willful misconduct of the indemnifying party arising out of the performance of this Agreement, and subject to any limitations of liability contained in this Agreement. If WRA's services include construction management, WRA has no duty to direct or supervise any separate consultants or contractors of Client, or to provide their means, methods, or sequences, or to stop or otherwise suspend their activities. WRA shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.

**11. TERMINATION:** Either party may terminate the Agreement (a) in the event of a material breach by the other party that is not cured within seven (7) days after receipt of written notice of such breach, or (b) for any reason upon ten (10) days' advance written notice to the other party. All work properly completed up to the effective notice of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.

**12. FORCE MAJEURE:** Neither party shall be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.

**13. DISPUTE RESOLUTION; ATTORNEY'S FEES:** Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for payment of its own share of costs for mediation. In the event any legal action is commenced to enforce this Agreement, the prevailing party in such action is entitled to reimbursement of reasonable attorney's fees, costs, and expenses incurred.

**14. GOVERNING LAW:** This Agreement and any action for claims arising out of it shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any objections as to laying of venue) of (a) the United States District Court for the Northern District of California (San Francisco) or, if such court lacks subject matter jurisdiction, (b) the Superior Courts of the State of California, County of Marin.

**15. NOTICES:** Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify. Notice shall be effective on the date of service if served personally, upon delivery by a nationally recognized express courier, upon receipt if mailed by certified first class U.S. mail, or upon delivery by email.

**16. OTHER PROVISIONS:** This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersedes all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the use of electronic signatures for the execution of this Agreement shall be legally binding and shall have the same full force and effect as if signatures were by hand.



12 February 2025  
(Revised 13 May 2025)

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

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

Dear Mr. Lattanzio:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to submit this revised proposal to Bel Marin Keys Community Services District (BMKCSD) to develop a Repair Prioritization Plan and associated Repair Construction Package based on deficiencies identified in the 2024 SGH Condition Assessment Report of the BMKCSD navigation locks and associated marine infrastructure in Novato, California.

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

- Provide structural engineering design services, including providing construction documentation (Drawings & Specifications) necessary for contractor bidding, permitting, and construction for the following BMKCSD marine infrastructure:
  - North Lagoon Lock gates and supporting concrete basin.
  - North Lagoon Seawalls.
  - North Lagoon Flood Gates.
  - South Lagoon Lock gates and supporting concrete basin.
  - South Lagoon Seawalls.
- Provide electrical and mechanical engineering consultation services to help facilitate construction for deficiencies noted in the 2024 condition assessment report.
- Provide engineering services to explore the feasibility of increasing the height of the existing North Lock Gates for additional flood mitigation capacity.



## **BASIS OF PROPOSAL**

The following serves as a basis for this proposal:

- "Condition Assessment of the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA," prepared by Simpson Gumpertz & Heger Inc. (SGH), SGH Project No. 247232, dated 16 November 2024.
- Telephone conversation with Mr. Vincent Lattanzio, 10 October 2024.
- Email correspondence with Mr. Vincent Lattanzio, 2 April 2025.

We understand BMKCSD wants to repair deficiencies found for their marine infrastructure identified in the 2024 SGH Condition Assessment Report. For funding purposes, BMKCSD also seeks to understand the severity of the damage and requests a prioritization of the repair work based on present conditions and risk of operational disruption. Additionally, BMKCSD would like the North Lock Gates to be elevated to the level of the adjacent concrete.

## **SCOPE OF WORK**

We propose the following specific work scope:

1. **Construction Documentation** – SGH will conduct the necessary engineering to develop a complete set of construction documents, drawings, and technical specifications. All engineering work will be done in accordance with the 2022 California Building Code (CBC).

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

2. **Construction Administration** – During an assumed 8-week construction window, SGH will perform the following tasks:
  - Provide structural observation periodically during the structural portion of the construction effort. This will consist of weekly site visits to observe the general progress of construction at critical stages and to form an opinion as to the extent to which the contractor is conforming to the design intent.
  - Following each field observation, SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.

- Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, or work methods of the contractor, which are indicated thereon. This proposal includes the budget for one iteration of shop drawing review only.
  - Review contractor structural submittals other than shop drawings, including review of product data for conformance with the construction document requirements.
  - Provide consultation to the contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify construction requirements.
  - Coordinate with the owner's project manager if an immediate field response to construction issues is required.
  - Review special inspection and testing reports prepared by the owner's Special Inspection agency and testing laboratory under the specifications.
  - Upon completion of the construction, SGH will submit a letter to agencies as needed indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.
3. **Electrical and Mechanical Consultation** – Liftech will provide mechanical and electrical consultation to help facilitate identification and procurement of components and materials in need of replacement. Information necessary to scope items and specify equipment will be indicated on SGH drawings. We have assumed no new design work is required in the repairs, and consultation will be limited to identifying in-kind replacement or similar
4. **North Lock Gate Elevation** – SGH will perform the necessary evaluation of the existing infrastructure to elevate the gates to the top of the concrete basin, thereby increasing the floodwater capacity of the lagoon. SGH will provide the necessary calculations and drawings to assist in permitting and construction of the lock gate modification. All engineering work will be done in accordance with the 2022 California Building Code (CBC).

All engineering work described above will be performed under the direction of a California-registered Professional Engineer, as applicable.

## COMPENSATION

We propose to provide the indicated services in Tasks 1 and 4 for a fixed fee of \$45,000. We suggest BMKCSD establish a time-and-materials budget, not to exceed \$35,300 for the construction support services described in Task 2 and Mechanical and Electrical Engineering Consultation in Task 3. A breakdown of our fee is provided in Table 1.

**Table 1 - Breakdown of Fixed Fee**

Task	Description	Fee
1	Construction Documentation	\$30,000 Fixed
2	Construction Administration	\$25,000 T&M
3	Mechanical and Electrical Engineering Consultation	\$10,300 T&M
4	North Lock Gate Elevation	\$15,000 Fixed

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

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

#### **SCHEDULE AND DELIVERABLES**

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

1. Task 1 (Construction Documentation): SGH will submit draft 30% drawings for permitting two weeks after NTP. SGH will provide construction drawings and necessary technical specifications within eight weeks of receipt of all comments on the permitting set. We will provide 60% drawings and final (100%) construction documents four weeks after all comments have been received on the Draft documents.
2. Tasks 4 (North Lock Gate Elevation): SGH will provide our draft evaluation of the gates and suggestions needed for the project four weeks after NTP. We will provide final documents Four weeks after all comments have been received on the Draft submission.

#### **LIMITATIONS**

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



Mr. Vincent Lattanzio

- 5 -

12 February 2025  
(Revised 13 May 2025)

**CLOSURE**

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

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



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

Accepted: BEL MARIN KEYS COMMUNITY  
SERVICES DISTRICT

WMB/cab (SF25 000018&r3 WMB) 0101D25 010617 CP 2 CA

Encls.

Signature: LS/  
Printed Name: LISA LUE  
Title: District Manager  
Date: May 16, 2025

*approved Board Meeting  
May 15, 2025*

*please send all invoices  
to bmk-ap@bmkcsd.us*

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

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

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

**SIMPSON GUMPERTZ & HEGER INC. (SGH)****CONTRACT PROVISIONS**

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

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

4. **DISPOSAL OF SAMPLES** - SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** - The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES** - When construction phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

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

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

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

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

8. **OPINION OF PROBABLE COSTS** - When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment readjusting or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** - The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning, accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

CLIENT: BEL MARIN KEYS COMMUNITY SERVICES DISTRICT

12. **FORCE MAJEURE** - SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** - This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

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

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

**16. MISCELLANEOUS**

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

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

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

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

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

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

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

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



# BEL MARINE KEYS NAVIGATION LOCKS & MARINE INFRASTRUCTURE REPAIRS NOVATO, CALIFORNIA

PROJECT LOCATION



Vicinity Map



Site Map

## Drawing Index

SHEETS	
00.0	COVER SHEET
01.0	DEMOLITION PLAN
02.0	NORTH LOCK AND FLOOD GATES SITE AND MOORING PLAN
03.0	NORTH LOCK PLAN
04.0	NORTH FLOOD GATES AND CANAL
05.0	NORTH LOCK CLOSURE GATES
06.0	NORTH LOCK CLOSURE GATES
07.0	NORTH LOCK - NORTH GATE
08.0	SOUTH LOCK SITE AND MOORING PLAN
09.0	SOUTH LOCK CLOSURE GATES
10.0	SOUTH LOCK CLOSURE GATES
11.0	SOUTH LOCK - NORTH GATE



SAWYER GUMPERTZ & HEDER  
1999 Harrison Street, Suite 2400  
415.465.3700  
www.sgh.com

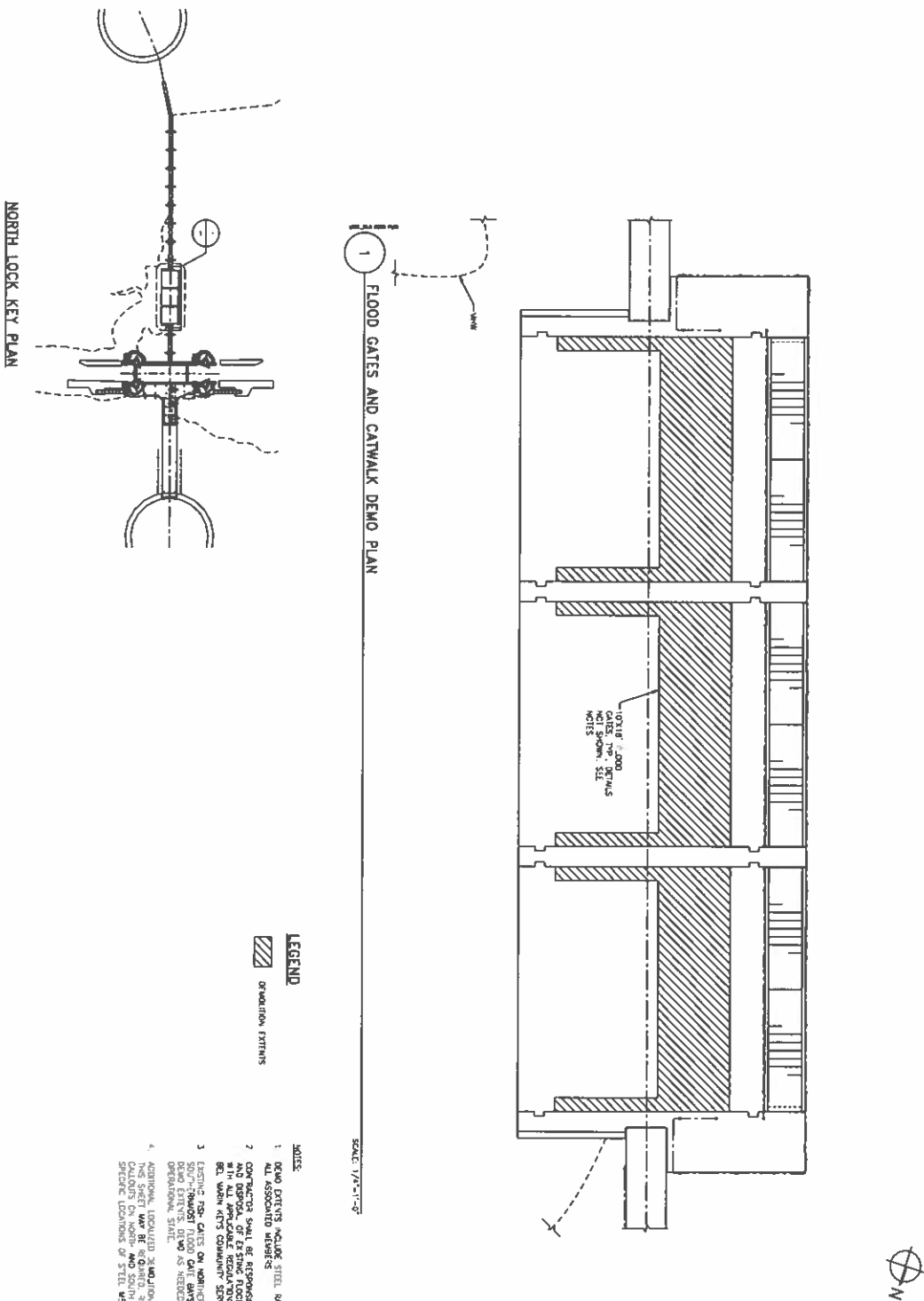
Revisions	
No.	Description

Project Information	
Project Name	BEL MARIN KEYS NAVIGATION LOCKS & MARINE INFRASTRUCTURE REPAIRS
Location	NOVATO, CALIFORNIA
Client	


Drawing Title	
Project No.	2417232.00
Revision	05/29/2025

Cover Sheet	
Project No.	2417232.00
Revision	05/29/2025

GO.0



**LEGEND**

 DEMOLITION EXTENTS

NOTES:

1. DEAD ENTRIES INCLUDE STEEL, BULK, FLOOD CATES AND ALL ASSOCIATED MATERIALS
2. CONTRACTORS SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF EXISTING FLOOD CATES IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS ESTABLISHED BY THE B.C. WATER UTILITIES COMMISSION'S SERVICES DISTRICT
3. EXISTING 30" CATES ON NORTHVIEW AVE. AND SOUTHVIEW FLOOD CATE BAYS ARE NOT INCLUDED IN DEAD ENTRIES. WORK IS REQUIRED IN ORDER TO REPAIR TO ORIGINAL STATE.
4. ADDITIONAL LOCALIZED SKIMMING CATES WILL BE SUPPLIED ON THE SHEET VARY BE REQUIRED. STRIPS TO KEEP CATES CLEANERS ON NORTH AND SOUTH LOCK SHEETS FROM EXCESS DEBRIS AND STILL WATERSHEDS TO BE REMOVED

SCALE: 1/4"=1'-0"

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**

**NOVATO, CALIFORNIA**

## DEMOLITION PLAN

Drawing Table

Project No.	Drawn	Date
247232.00	M/A	05/28/2025
Drawn	Approved	Scale
RTB/JDG	WVS	AS NOTED

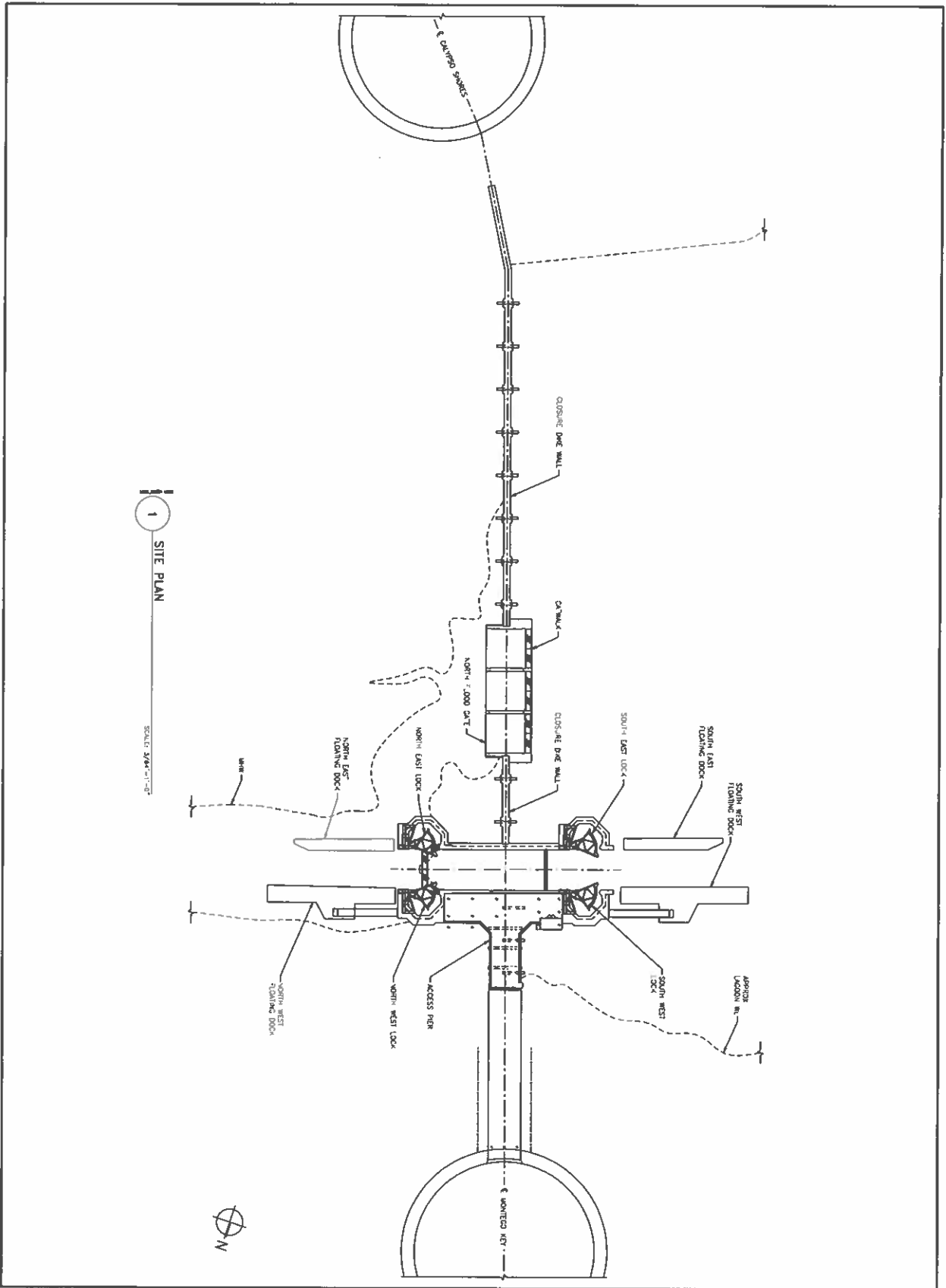
## S1.01

**SHAPSON CUMPERTZ & HIEGER**  
1999 Harrison Street, Suite 2400  
Oakland, CA 94612  
415.495.3700



**Conclusion**

[illegible]



**SCH**

SAMPSON QUARENTA & HIEGER  
1099 Hamilton Street, Suite 2400  
San Francisco, CA 94102  
415.495.3700  
sch@sch.com

Contract

No.	Date	Description	By

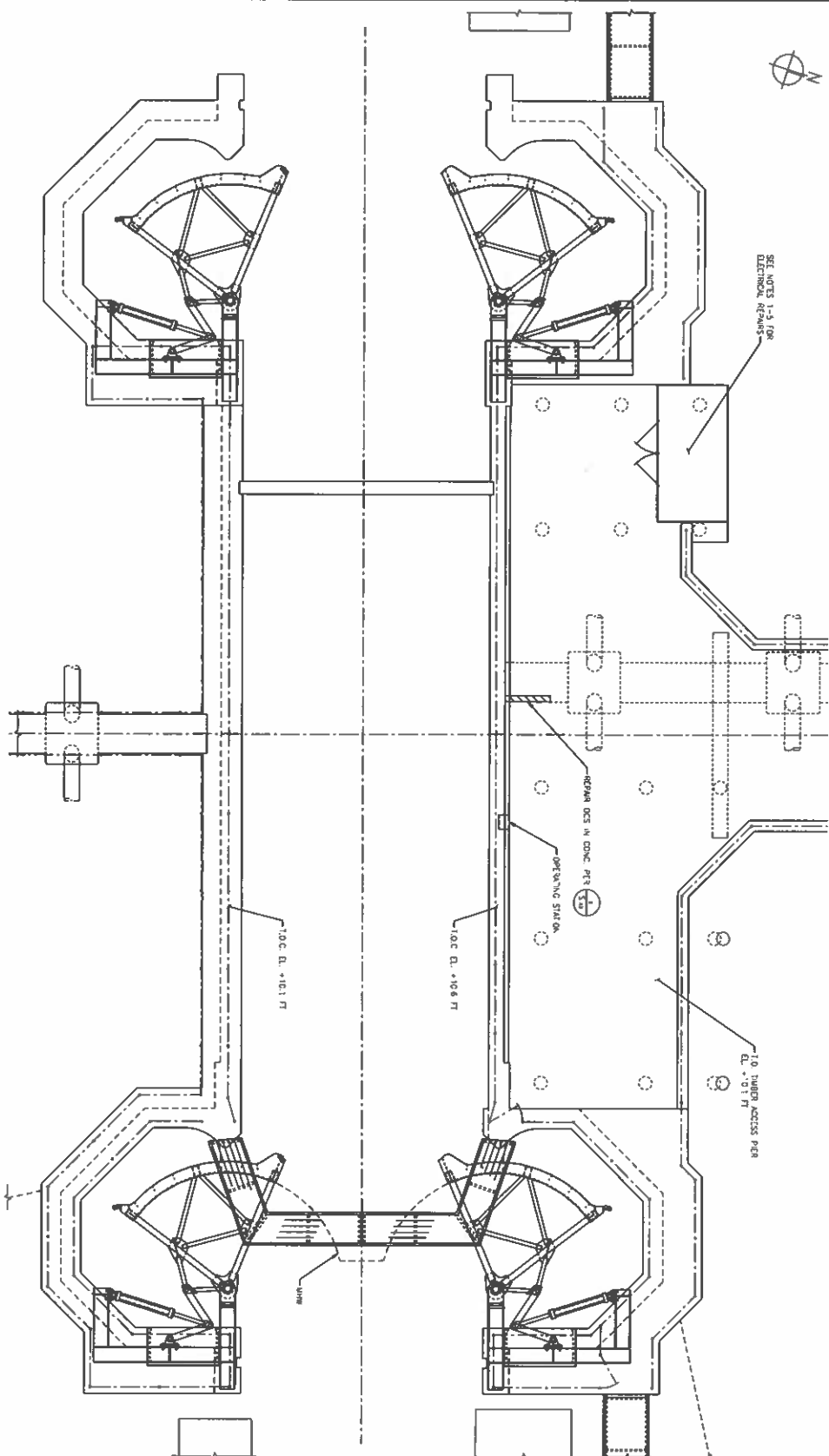
**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**  
NOVATO, CALIFORNIA

**NORTH LOCK AND  
FLOOD GATES SITE  
AND VICINITY PLAN**

Project No.	Contract	Date
241213-00	WLA	05/29/2024
Sheet No.	Sheet	Sheet
378/300	WV3	151 NOTD
Drawing No.	Sheet	Sheet

**S2.01**





SCALE: 1/4" = 1'-0"

1. FIND THE DISTANCE BETWEEN POINTS TO BE REPRODUCED IN A LATER STATION.
2. THE NEW STAKE POSITIONED AT THE SAME DISTANCE FROM THE FIRST STAKE AS THE DISTANCE BETWEEN THE FIRST STAKE TO SECOND STAKE AND REPRODUCE POINT TO THE POINT.
3. REPRODUCE THE POINTS IN THE SAME MANNER.
4. THE CONTROL, WHEN WE FOLLOW THE CONTROL POINT, WE OBTAINING STAKES AND EACH STAKE'S POINT, BE REPRODUCED AS NEEDED TO CONNECT TO THE NEW REPRODUCED STAKE.
5. REPRODUCE EVERY POINT REPRODUCED AND LOOK AT THE STAKE BORDERS AS NEEDED.

## NORTH LOCK PLAN

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**  
NOVATO, CALIFORNIA

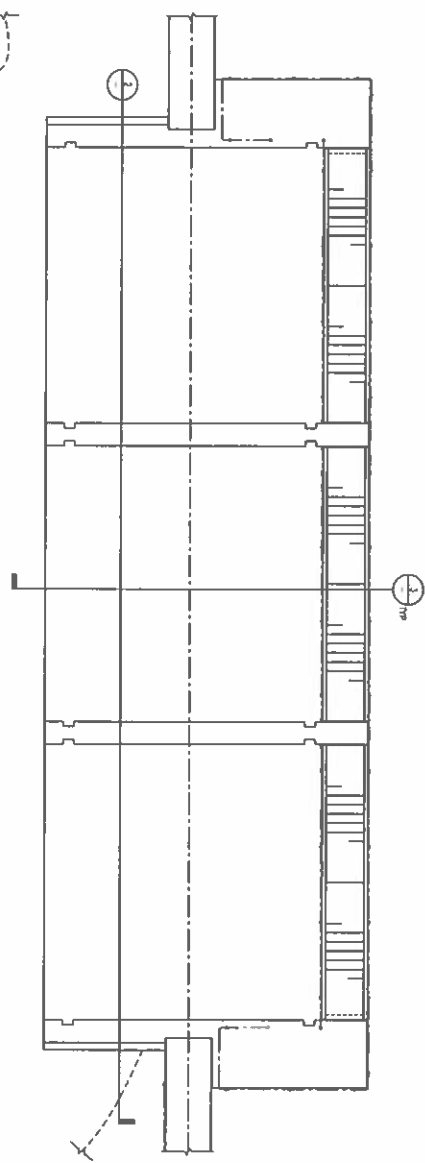
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100	1900		

Consultant

SPAINSON GUMPERTZ & HEGGER  
1999 Harrison Street, Suite 2400  
Oakland, CA 94612  
415.495.3700

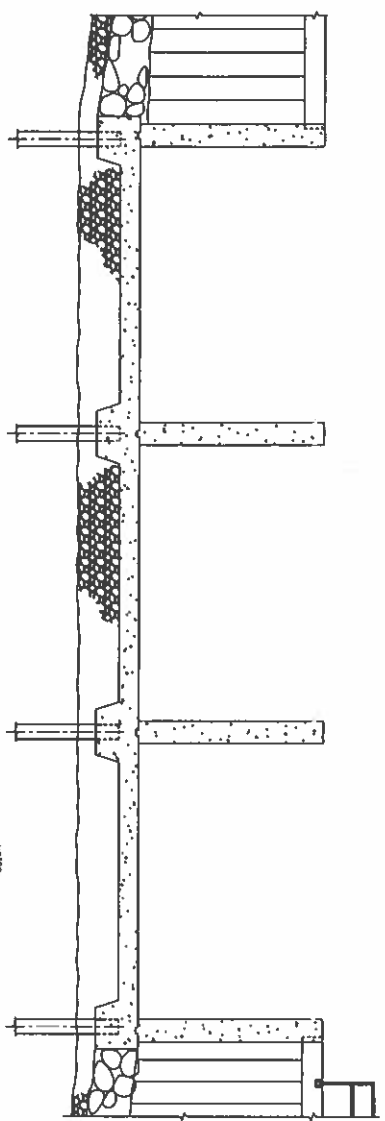


## S2.02



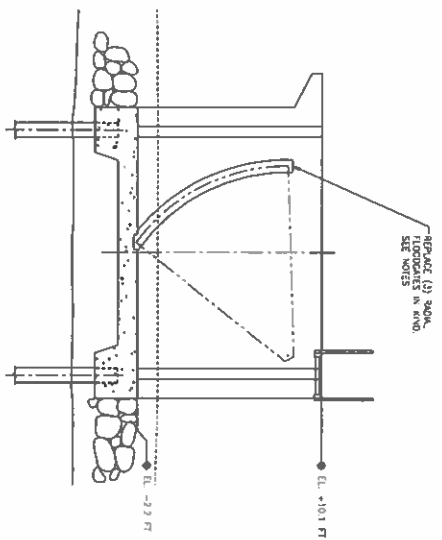
1 FLOOD GATES AND CATWALK PLAN

SCALE: 1/8"=1'-0"



2 FLOOD GATES SECTION

SCALE: 1/8"=1'-0"



3 FLOOD GATES SECTION

SCALE: 1/8"=1'-0"

- NOTES:**
1. PROPOSED TO BE REPAIRED IN AND TO MATCH EXISTING DAM. GATES AND CATWALKS TO BE REPAIRED BY AMCO STEEL CO. SEE SPEC.
  2. CONTRACTOR SHALL VERIFY AND CORRECT ALL DEFECTS AFTER REPAIRING FLOODGATE SHOPS.
  3. STRUCTURAL STEEL FOR OPENING THE GATES SHALL BE REPAIRED/REPLACED AS NEEDED TO RESTORE FULL OPERATIONAL FUNCTIONALITY.
  4. EXISTING FISH GATES OR HOPE-ERVICES AND SOLENOID FLOOD GATES SHALL BE REPAIRED/REPLACED TO RESTORE FULL OPERATIONAL FUNCTIONALITY.
  5. ALL ELEVATIONS ARE IN REFERENCE TO BENCHMARK DATUM TO MONITOR IS +260 FT.

**SCM**

SIMPSON QUINNERTZ & HESLER  
10000 W. 24th Ave.  
Oakland, CA 94612  
415.455.3700

Contractor

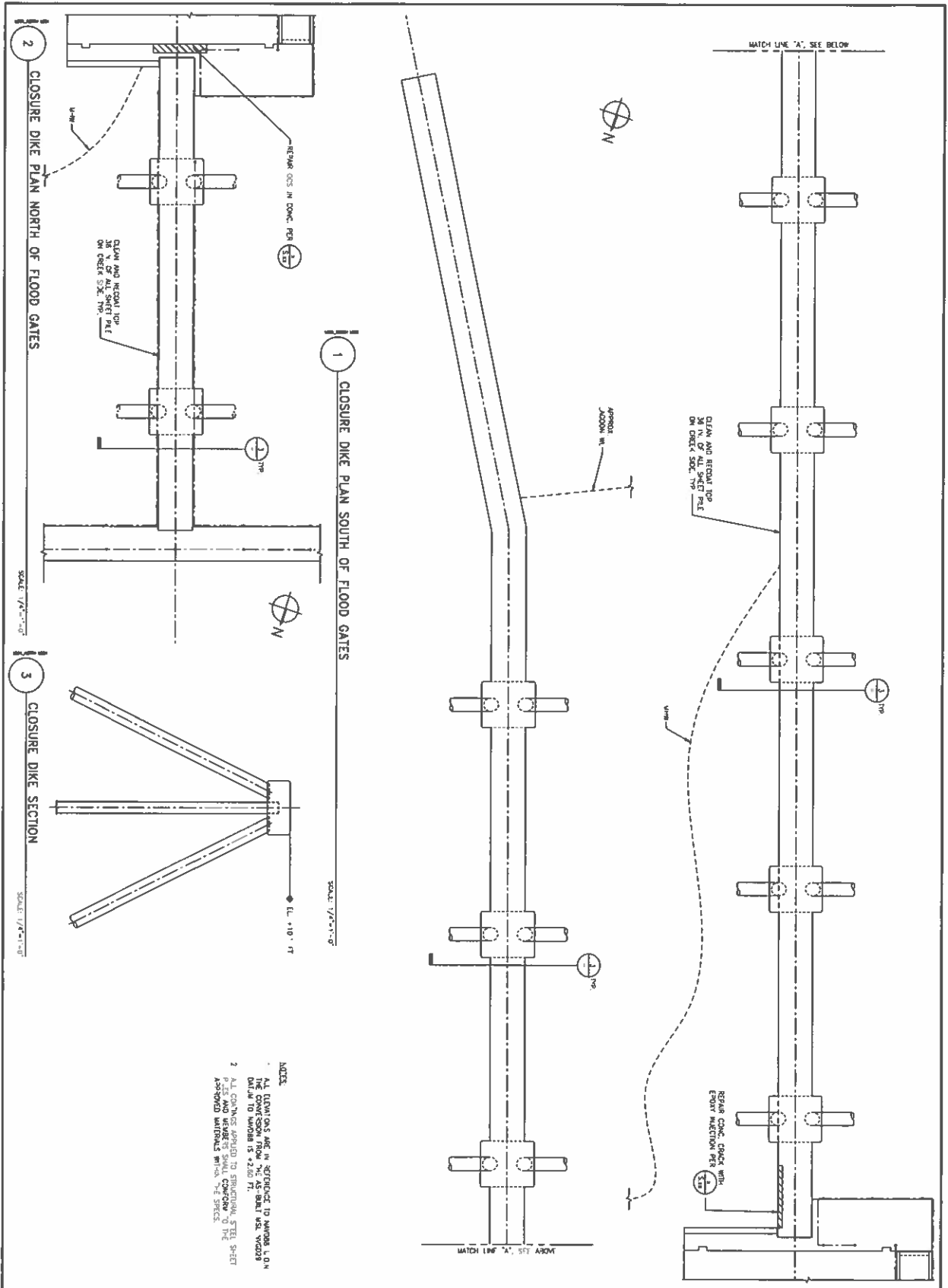
No.	Date	Description	By

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**  
NOVATO, CALIFORNIA

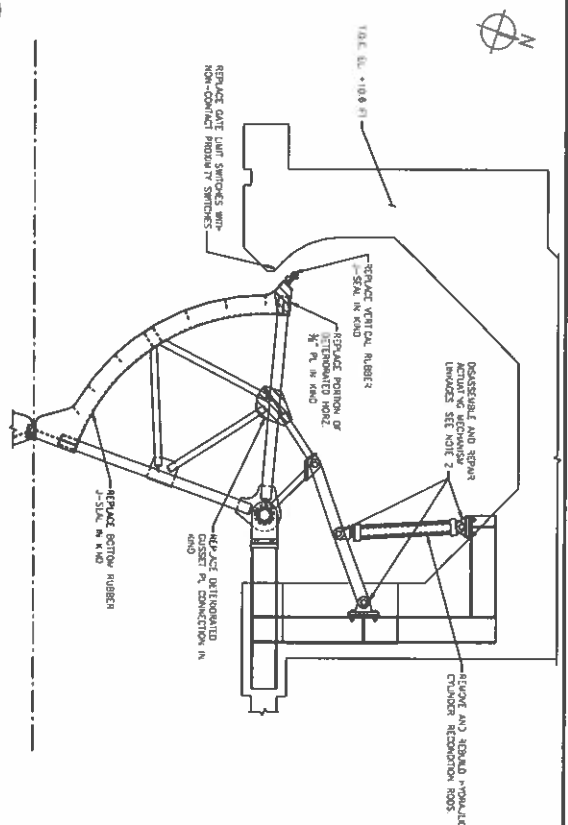
**NORTH FLOOD GATES  
AND CATWALK**

Project No.	201703-00	Contract	MA	Date	07/28/2023
Rev.	01/01	Rev.	1	AS NOTED	
Designing					

**S2.03**

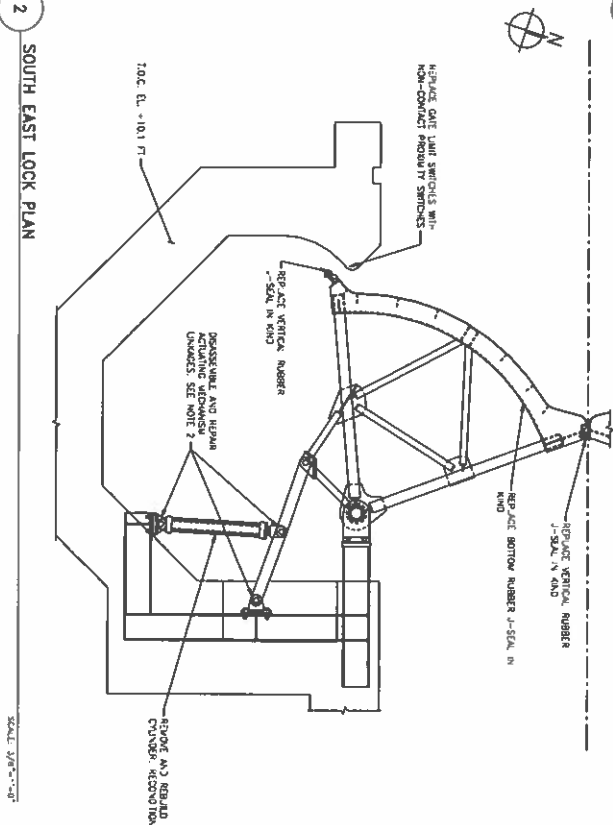


<b>SCM</b> SHAWSON GILBERT & HIGER 1099 Harrison Street, Suite 2400 San Francisco, CA 94103 415.455.3700		<b>BEL MARIN KEYS</b> NAVIGATION LOCKS & MARINE INFRASTRUCTURE REPAIRS NOVAJO, CALIFORNIA		<b>NORTH LOCK</b> CLOSURE DIKES	
Project No. 202203.00	Client MIA	Date 02/28/2023	Drawing No. S2.04	Drawing Title S2.04	Drawing Date 02/28/2023



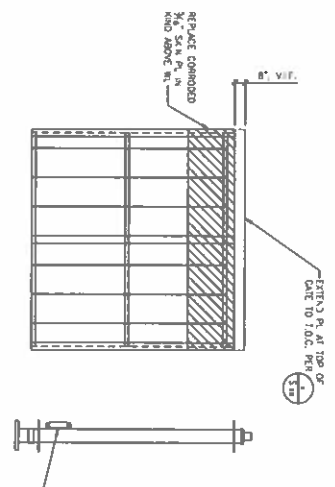
1 SOUTH WEST LOCK PLAN

SCALE 3/8" = 1'-0"



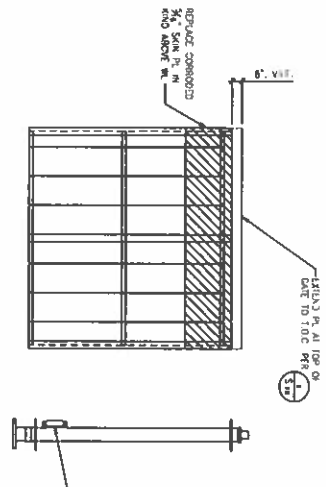
2 SOUTH EAST LOCK PLAN

SCALE 3/8" = 1'-0"



3 LOCK FACE AND PINTLE ELEVATIONS

SCALE 1/4" = 1'-0"



4 LOCK FACE AND PINTLE ELEVATIONS

SCALE 1/4" = 1'-0"

- NOTES:**
1. ZINC ANODE REPLACEMENT IN END TO BE APPROX. 14" x 14" x 1/2" ANODE PER GATE APPROVED CORAL. PROVIDE (1) ANODE PER GATE.
  2. ACTUATING WINDOWSWAY UNLATCHES SHALL BE REASSEMBLED, CLEANED, REGRIND, AND REOIL. OIL SHALL BE APPLIED TO ALL PINTLES.
  3. ALL BUSHINGS ARE TO BE REGRIND TO MATCH LOCK HOLE. REGRIND TO MATCH LOCK HOLE. REGRIND TO MATCH LOCK HOLE.
  4. ALL STEEL CUT WIPERS ABOVE THE WL THAT ARE NOT DESIGNED FOR SPECIFIC REPAIR IN REPAIRS SHALL BE CLEANED AND REOIL.
  5. ALL COATINGS ARE TO BE REAPPLIED TO STRUCTURAL STEEL. ALL COATINGS ARE TO BE REAPPLIED TO STRUCTURAL STEEL.

**Sci**

SIMPSON GILBERT & HIGER  
1599 Harrison Street, Suite 2000  
415.495.3700  
scigilbert.com

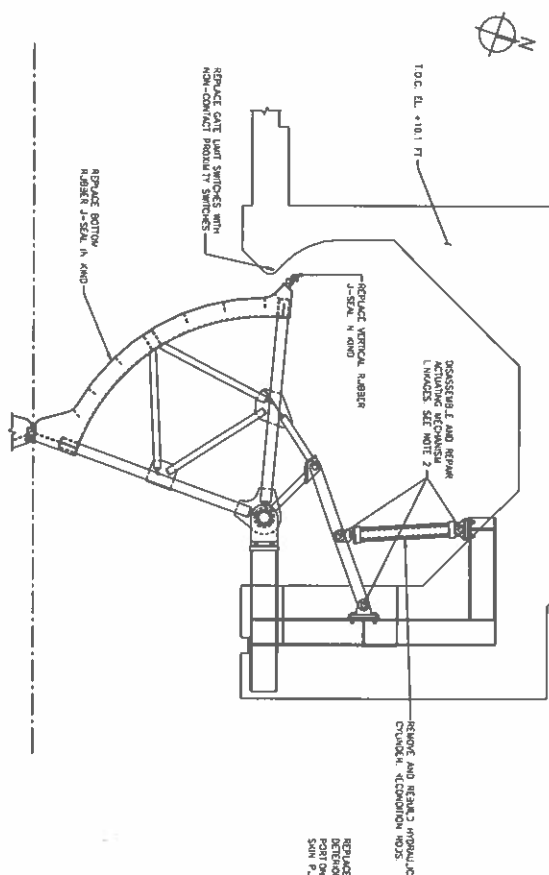
**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**

NOVATO, CALIFORNIA

**NORTH LOCK -  
SOUTH GATE  
INSPECTION**

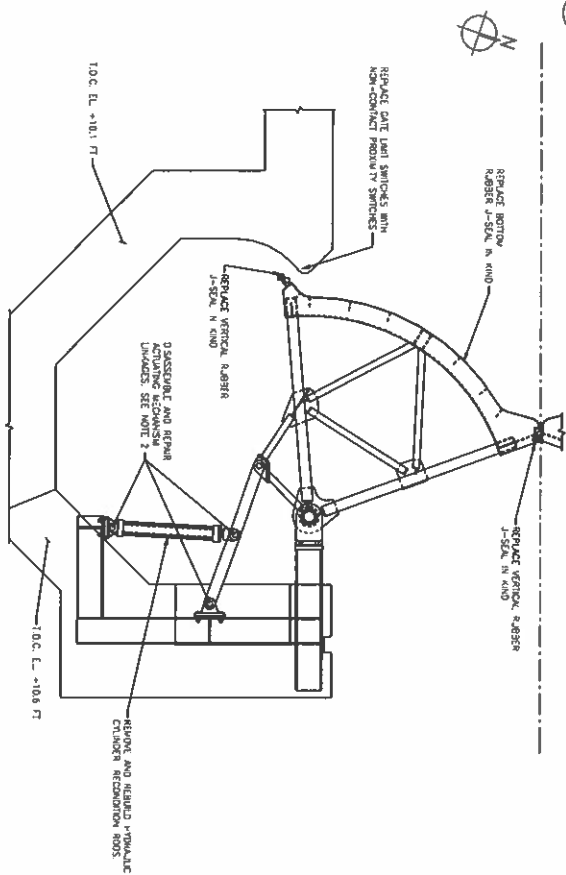
Project No.	Contract	Date
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Drawn By	Checked	Scale
318/JCS	WJ3	AS NOTED
<b>S2.05</b>		





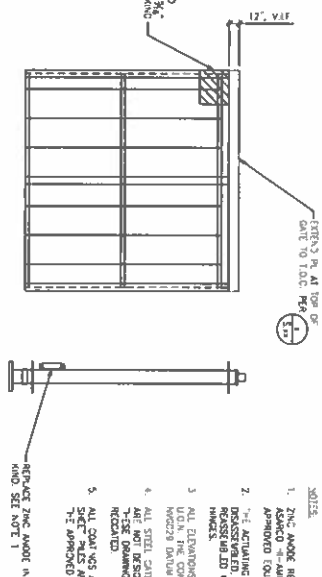
1 NORTH WEST LOCK PLAN

SCAL. 2/0°-1°-0



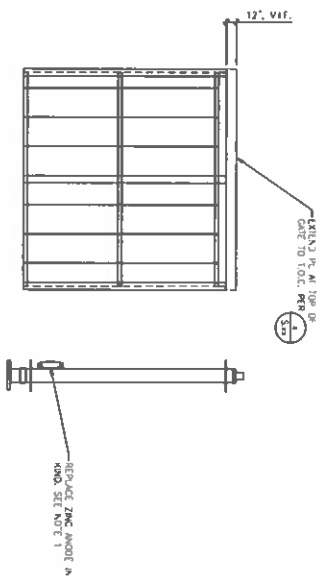
2 NORTH EAST LOCK PLAN

Scale: 1/8" = 1'-0"



3) LOCK FACE AND PINTLE ELEVATIONS

SAC: 1/4-01-0



#### 4 LOCK FACE AND PINTLE ELEVATIONS

SCA 1/4-1-0 3298

- [illegible]

**ST**  
**SAUNDSON CLUMPETZ & HIGGER**  
 1899 Harrison Street, Suite 2400  
 Oakland, CA 94612  
 415.485.3700  
 sig@saundson.com

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**

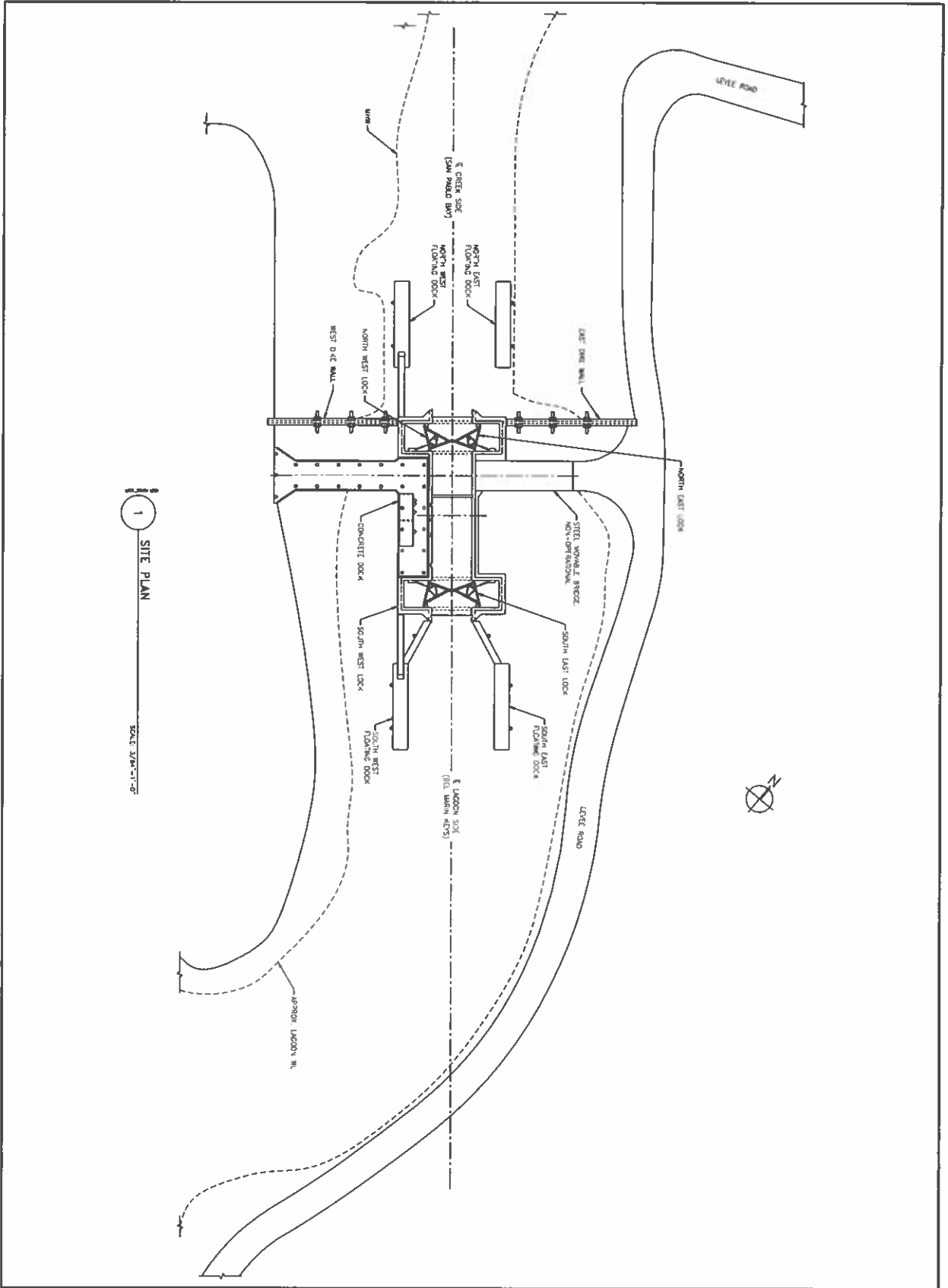
**NOVATO, CALIFORNIA**

Project

**NORTH LOCK -  
NORTH GATE  
INSPECTION**

## S2.06

Project No.	Contract	Date
2-67232-00	M/A	05/28/2025
Drawn	Approved	Scale
THB/JWC	WVS	AS NOTED
Drawing No.		
S2.06		
Sheet		



**SCM**

SIMPSON CLUMPERTZ & HESLER  
15991 Harrison Street, Suite 2400  
San Francisco, CA 94140  
415.465.3700  
scm@scmh.com

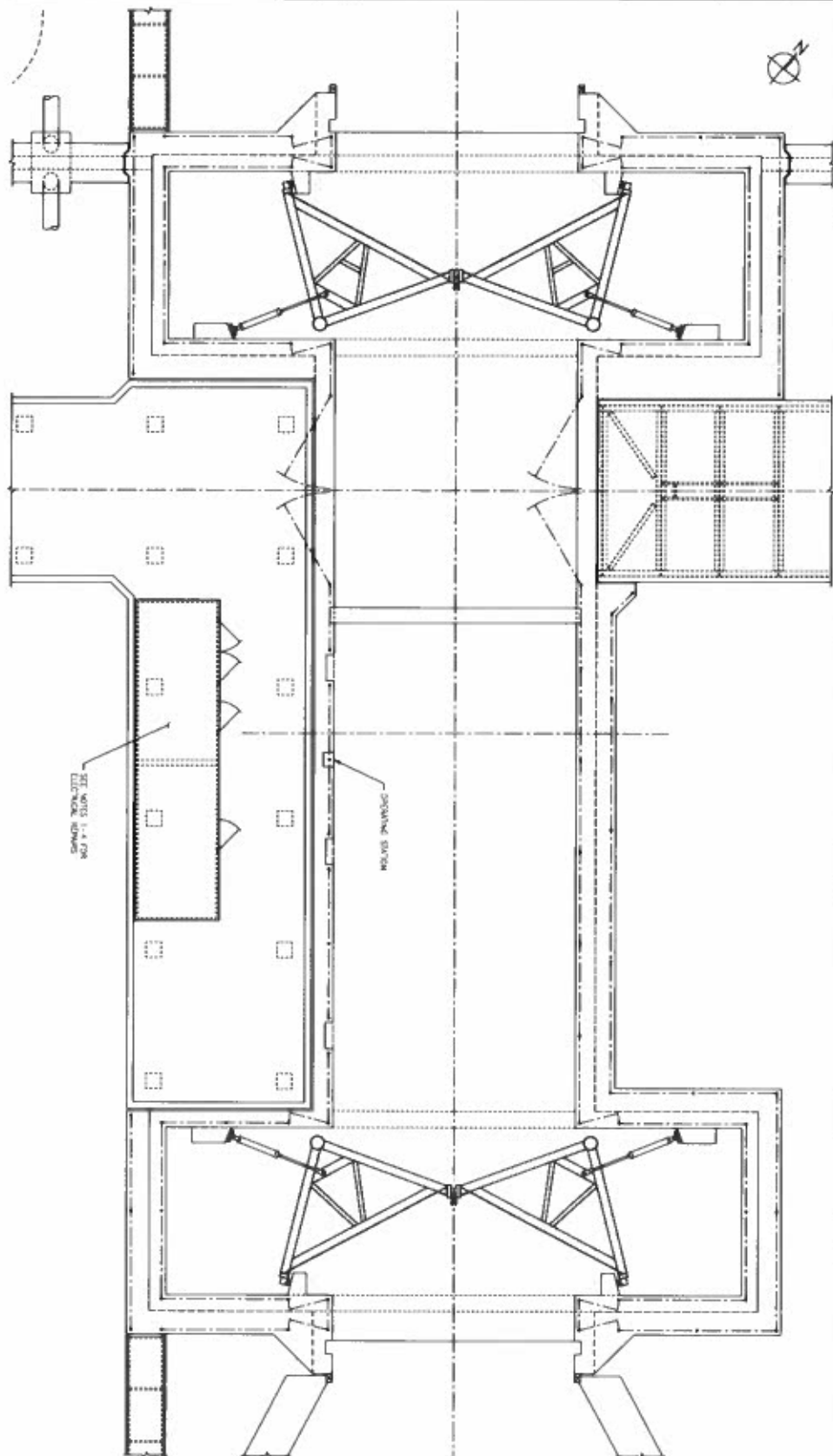
No.	Date	Description	By

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS  
NOVATO, CALIFORNIA**

**SOUTH LOCK SITE  
AND VICINITY PLAN**

Project No.	Contract	Date
247232-00	M.A.	05/28/2015
378/LDC	REV 3	AS NOTED

**S2.11**



### SOUTH LOCK PLAN

10/10/10 07:25

NOTES

3. CHARGE ELECTRICAL SYSTEM PHENOMENA TO BE OBSERVED IN A TEST SYSTEM.
4. APPLYING TEST CONTROL SIGNALS WITH A NEW SIGNAL SOURCE AND A PROGRAMMABLE LOGIC CONTROL UNIT (PLC) AND RECOVERING COMPLEXED SIGNALS BY COMPARISON AND THE DECISION TO START THE TEST.
5. THE CONTROL SIGNALS FROM THE TESTERS, ANALOG AND DIGITAL SIGNALS, AND TEST SIGNALS SHALL BE TRANSMITTED AS NEEDED TO CONTROL THE NEW ELECTRICAL SYSTEM.
6. APPLYING TESTER FLUXING SIGNALS AND LOGIC OPERATION SIGNALS AS NEEDED.



SAMPSON QUINNERTZ & HEDER  
1599 Hawthorn Street, Suite 240  
Oakland, CA 94612  
415.435.3700  
sqh@comcast.net

Copyright

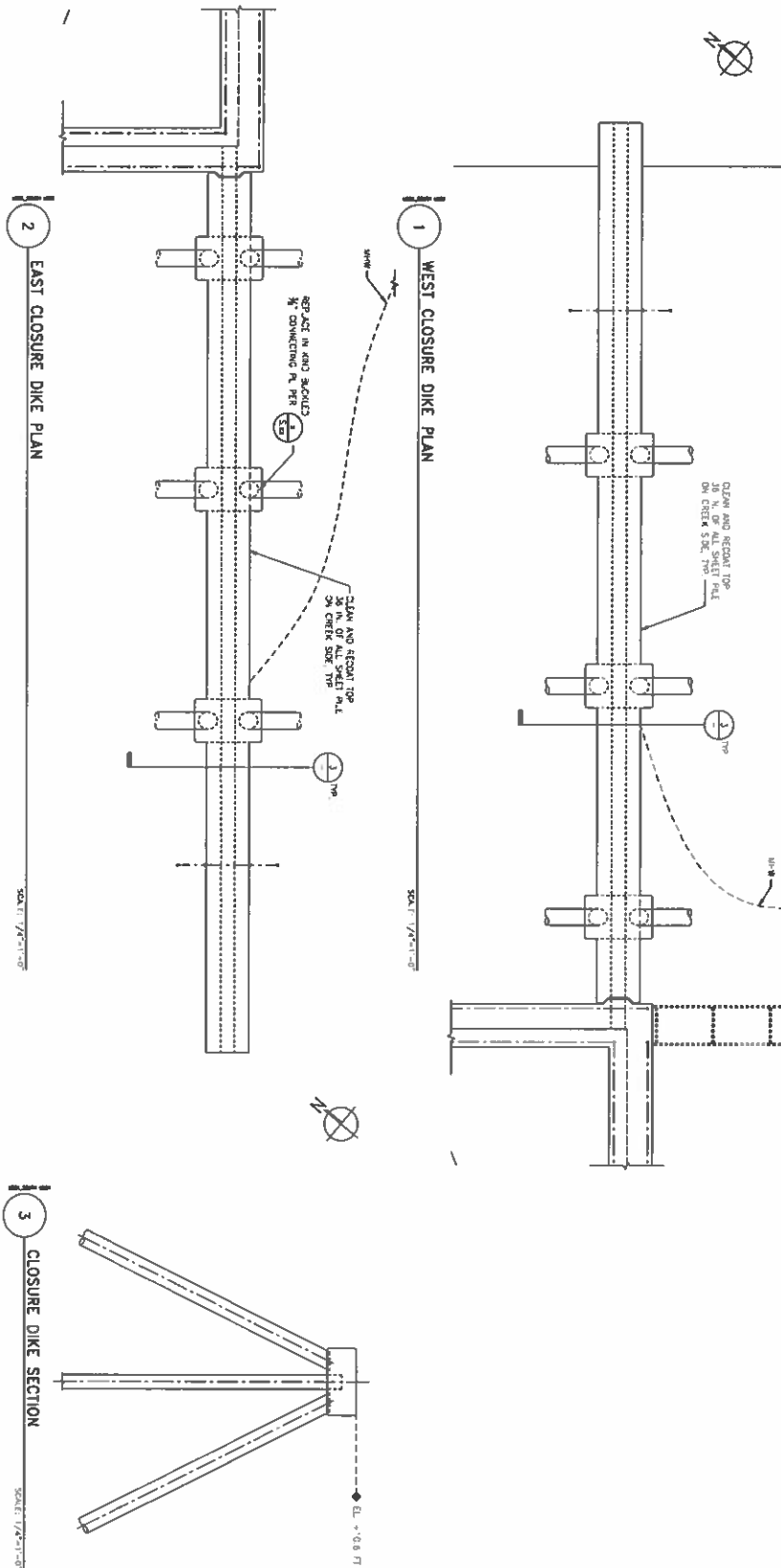
**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**  
NOVATO, CALIFORNIA

### SOUTH LOCK PLAN

Chengcheng 11-06

247232.00	W/A	05/26/2011
LS 2000	Super speed	Scuba
RTB/175	SW/3	AS NOTED

## S2.12



1. ALL ELEVATIONS ARE IN REFERENCE TO NAVD88 U.S.M. THE CONVERSION FROM THE AS-BUILT MSL TO NAVD88 DATUM IS +2.60 FT.
2. ALL COATS ARE APPLIED TO STRUCTURAL, STILL-SHEFT PILES AND REINFORCERS SHALL CONFORM TO THE APPROVED MATERIALS WITHIN THE SPETS.

上

**SNAPSON GUMPERTZ & HIEGER**  
1999 Harrison Street, Suite 2400  
Oakland, CA 94612  
415.495.3700  
SG/H/MS

1000000

[illegible]

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**

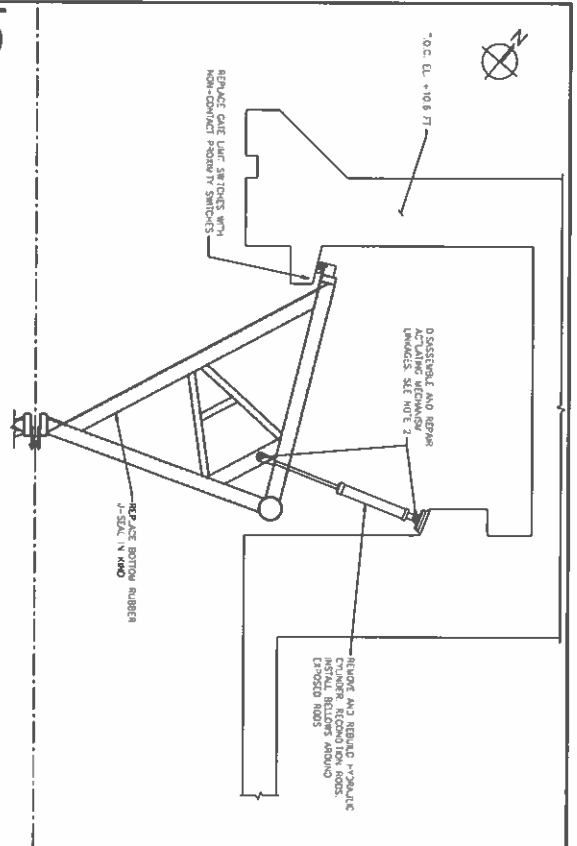
**SOUTH LOCK  
CLOSURE DIKES**

Drawing Title

Project No.	Client Name	Date
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Dr. #	Assigned	Scale
R18/J2C	W/3	AS NO-ED
		Device No.

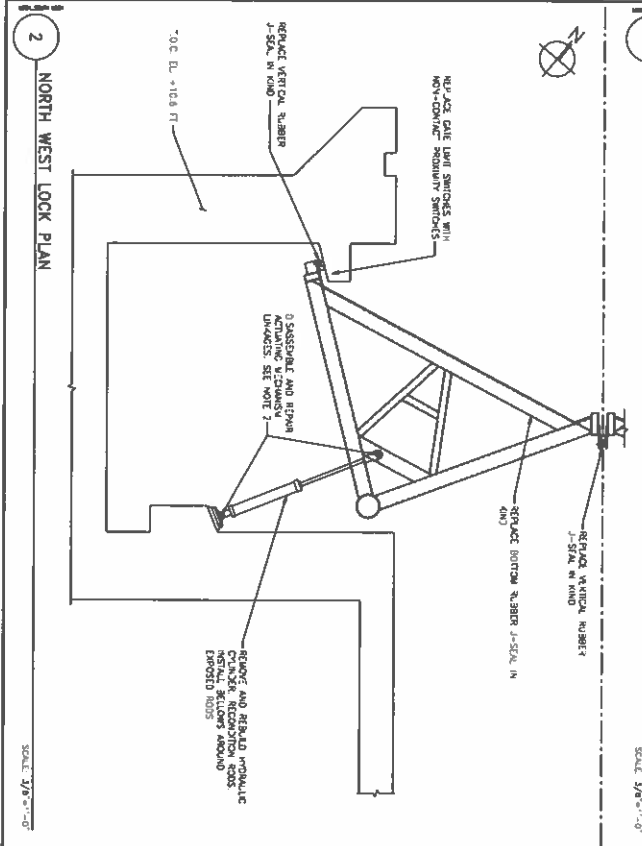
## S2.13





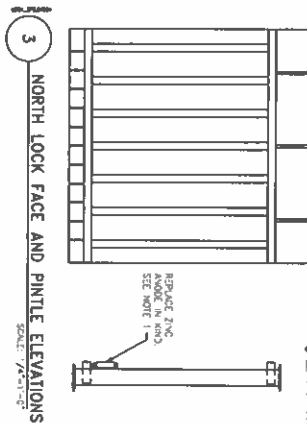
**1 NORTH EAST LOCK PLAN**

100

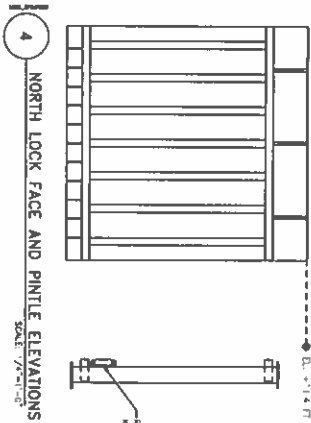


2 NORTH WEST LOCK PLAN

SCALE: 1/8" = 1'-0"



3 NORTH LOCK FACE AND PINTLE ELEVATIONS  
SCALE: 1/4"=1'-0"

SEAT: 16-17-0.

4 NORTH LOCK FACE AND PIN TLE ELEVATIONS

SCALE: 1-9/137025

- [illegible]

[illegible]

BEL MARIN KEYS NAVIGATION LOCKS & MARINE INFRASTRUCTURE REPAIRS NOVATO, CALIFORNIA		Project No. 20232-00	Company MUA	Date 09/28/2025
SOUTH LOCK - NORTH GATE INSPECTION		S/W / J/S W/S	AS NOTED	Drawing No. S2.14

**Soft**

**SAWSON GUMPERTZ & NEGER**  
1399 Harrison Street, Suite 2400  
Oakland, CA 94612  
415.493.3700

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1 SOUTH EAST LOCK PLAN



2 SOUTH WEST LOCK PL



3 SOUTH LOCK FACE AND PINTLE ELEVATION  
SCL<sub>SL</sub>: 1' / 4" = 1' - 0"



4 SOUTH LOCK FACE AND PINTLE ELEVATION  
SCALE: 1/4"=1'-0"

NOTES.

**SCF**

**SIMPSON QUAMERTZ & MIEGER**  
1939 Harrison Street, Suite 2400  
Oakland, CA 94612  
415.495.3700  
sqh@comcast.net

**BEL MARIN KEYS  
NAVIGATION LOCKS  
& MARINE  
INFRASTRUCTURE  
REPAIRS**

**SOUTH LOCK -  
SOUTH GATE  
INSPECTION**

## S2.15

## **PROPOSAL MEMO**

VIA EMAIL

DATE: May 23, 2025  
TO: Bel Marin Keys Community Service District  
Attention: Vincent Lattanzio and Steve Nash  
FROM: Caitlin J. Tharp, PE, CFM  
Robin J. Lee, PE, CFM  
SUBJECT: Bel Marin Keys Hydrologic Study and Sediment Management  
Recommendations

Schaaf & Wheeler is providing you with this scope and fee to perform hydrologic and hydraulic modeling of the Bel Marin Keys Community Service District (CSD) neighborhoods inclusive of the North and South Lagoons, and the overflow spill area on the South Lagoon.

Figure 1 shows the limit of the study. It should be noted that this is a large, hydraulically connected area and requires the study of hydraulic structures, open channels, spillways, detention basins (lagoons and ponds) all under a variety of rainfall and tidal events. This scope includes only the modeling of the North and South Lagoons at this time and does not include any modeling of Novato Creek or Pacheco Pond at this time. This scope is inclusive of coordination amongst the ongoing efforts that Flood Control District 1 is conducting on Novato Creek and Pacheco Pond.



**Figure 1. Study Area (black outline)**

Our work will be to primarily look at optimizing the ability to release water from both the North and South lagoons through the use of the current locks, but also additional mechanisms such as the culvert connector pipe that has not been used, north lagoon sluice gates, and the high flow spill from the South lagoon to the overflow area.

The majority of the residents within Bal Marin Keys are in the FEMA effective mapped floodplain. At some point, a more holistic study should be conducted on how the community will address both existing and future flooding conditions. At this time, the request from the community is to look at a few low lying areas that could be improved to provide some level of flood protection to existing storms.



**Figure 2. Study Area and FEMA Floodplain**

### **Task 1: Data Collection/Review**

Schaaf & Wheeler will collect relevant data from the CSD including as-built information of the lock systems, bathymetric surveys, as-built information of the connecting culvert, North Marin Water District Stafford release data, flushing and flushing information. Schaaf & Wheeler already has the County's LIDAR (topographical data) from 2020 and storm drain pipe information from the County. In addition, Schaaf & Wheeler has some hydraulic models of the Novato Creek used for other projects and will reach out the Marin County Flood Control to see if there have been any further updates to the previous studies.

Schaaf & Wheeler will also reach out to engineers on the Highway 37 and the BMK V restoration projects to see if any models have been developed for those projects. This task include one (1) in person meeting to review the data received and discuss project objectives.

Schaaf & Wheeler will summarize the relevant data collected and any further needs in a brief memo.



**Task 2: Hydrologic and Hydraulic Modeling of Lagoons**

Schaaf & Wheeler will prepare a hydrologic model in HEC-HMS that analyzes the volumes of runoff into the lagoons during storm events. These flows will be brought into a HEC-RAS hydraulic model to analyze the rise in water surface elevation of the lagoons based on an inch of precipitation. This will allow CSD staff to better prepare for storm events based on predicted inches of rainfall. The model will also allow CSD staff to better understand the time to lower the lagoons during a range of tidal elevations.

This HEC-RAS model will be used to determine the balance of volumes between the North and South lagoons and whether the culvert connecting pipe should be rehabilitated to allow water to flow from the North Lagoon into the South lagoon and into the overflow spill area.

Recommendations will be made based on the model to determine the feasibility of moving water from the North lagoon to the South lagoon and for the size of the culverts into the overflow area that is southeast of the South Lagoon.

**Task 3: Low Lying Area Recommendations**

This proposal will first identify a threshold for low lying areas that is lower than the 100-yr tide, such as the King Tide elevation plus one foot and make concept level recommendations for improving drainage and flood protection. Up to four (4) areas will be identified with recommendations.

This scope includes one site visit of the drainage pump station in Montego Park to assess if there are infrastructure updates to improve the overall drainage of Montego Park that routinely floods and is inundated during even small storm events.

**Task 4: Sediment Management Recommendations**

Sediment deposition in both Novato Creek and the lagoons is problematic to the boating community. At some point, the mouth of the Novato Creek will be impassible by boats during the majority of the tidal cycle. Flood Control District 1 dredges portions of Novato Creek, but not all the way to the mouth of the Creek. Sediment deposition in Creek channels is a holistic problem throughout San Francisco Bay. Schaaf & Wheeler will look into methods and projects that have been used by other communities. In addition, the Flood Control District is looking into newer methods for dredging that might be suitable for the Bel Marin Keys community. This task involves coordination with the District as well as contractors and vendors that are providing alternatives to dredging. This scope does not include environmental permitting as the CSD is currently working with WRA.

Over the years, sediments are depositing into the lagoons during the flushing cycles. Schaaf & Wheeler will review relevant bathymetric data and data collected by residents to identify any trends of deposition. Schaaf & Wheeler will also review the methods of opening locks for flushing.

**Task 5: Recommendations**

Schaaf & Wheeler will prepare a brief tech memo describing recommendations for the near term and long term. The near-term solutions will primarily focus on flushing and optimizing the way water is moved between the lagoons and the creek.

The long-term solutions that focus on the larger storm events, flood protection and climate change are not included in this scope.

**Task 6: Coordination and Project Management**

Schaaf & Wheeler will be made available to the BMK CSD throughout this project via email and telephone. In addition, Schaaf & Wheeler will be available to attend one (1) Measure G meeting and up to two (2) CSD board meetings in person. This scope also includes one (1) meeting with County Flood Control District to present results and hopefully attract more funding from Flood Control to continue to hydraulic modeling effort in more detail.

**Schedule and Fee**

Tasks 1 through 3 are anticipated to take 12 weeks after receipt of all of the data under Task 1. Task 4 will take 2 weeks to summarize the results and recommendations of Task 1 through 3. Overall, we estimate this work to take approximately 4 to 5 months.

Schaaf & Wheeler proposes to complete this work on a time and materials basis for a fee not to exceed \$48,620. Work will be billed in accordance with our 2025 charge rate (attached). Standard provisions dated April, 2017 (attached) apply. If you have any questions regarding this scope and budget, do not hesitate to contact me at 415-271-3117 or [rlee@swsv.com](mailto:rlee@swsv.com).

**Table 1 – Project Fee**

<b>Fee Proposal</b>		<b>Senior Project Manager</b>	<b>Senior Engineer</b>	<b>Schaaf &amp; Wheeler Total</b>
<b>Hourly Rates</b>		<b>\$280</b>	<b>\$255</b>	
<b>Task 1</b>	Data Collection/Review	8	16	<b>\$6,320</b>
<b>Task 2</b>	H&H Modeling of Lagoons	12	40	<b>\$13,560</b>
<b>Task 3</b>	Low Lying Area Identification and Recommendations	8	16	<b>\$6,320</b>
<b>Task 4</b>	Sediment Management Recommendations	8	24	<b>\$8,360</b>
<b>Task 5</b>	Recommendations	4	20	<b>\$6,220</b>
<b>Task 6</b>	Coordination and Project Management	28		<b>\$7,840</b>
<b>Labor Total w/o Sensing</b>		<b>68</b>	<b>116</b>	<b>\$48,620</b>

Best regards,

SCHAAF & WHEELER



Caitlin J. Tharp, PE  
Vice President  
RCE 76810

I DO HEREBY AUTHORIZE SCHAAF & WHEELER TO PROCEED FORWARD WITH THE  
EXECUTION OF THIS SCOPE OF WORK AS DESCRIBED HEREIN.

---

Name, Title

Date

**Schaaf & Wheeler**  
**CONSULTING CIVIL ENGINEERS**

4699 Old Ironsides Dr., Suite 350  
Santa Clara, CA 95054-1860  
408-246-4848  
Fax 408-246-5624

**Standard Provisions**

April 2017

Conditions set forth below are incorporated as part of this Agreement. These Standard Provisions and the accompanying proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Provisions shall govern.

1. **PROFESSIONAL STANDARDS OF CARE** - Schaaf & Wheeler, its employees, subconsultants, and subcontractors (hereinafter referred to as "CONSULTANT") shall perform its services under this Agreement in accordance with the degree of care and skill ordinarily practiced at the same point in time and under similar circumstances by professionals providing similar services. No other warranty, express or implied, shall apply to the services performed by CONSULTANT.
  2. **INDEMNITY** – CONSULTANT shall indemnify and hold harmless CLIENT (including its officers and employees) against claims, losses, damages, liabilities (including the reimbursement of reasonable attorney's fees), and liability for injury or harm to persons or property to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT for professional services performed under this Agreement. The duty to defend obligation of the CONSULTANT shall be limited to the proportionate percentage of any claim arising directly from the services performed by the CONSULTANT under this Agreement.
  3. **FORCE MAJEURE** – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
  4. **DISPUTE RESOLUTION** – CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
  5. **APPLICABLE LAWS** – CONSULTANT shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of the completion of the documents.
  6. **HAZARDOUS MATERIALS** - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
-



7. RIGHT OF ENTRY - When entry to property is required for the CONSULTANT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.
8. RELIANCE ON INFORMATION PROVIDED BY OTHERS – CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
9. THIRD PARTIES - Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.
10. OWNERSHIP OF DOCUMENTS - The CLIENT agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the CLIENT's sole risk and without liability to CONSULTANT or its employees, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
11. SUSPENSION OR TERMINATION OF CONTRACT – CLIENT may suspend or terminate this Agreement with seven days prior written notice to CONSULTANT for convenience or cause. CONSULTANT may terminate this Agreement for cause with seven days prior written notice to CLIENT. Failure of CLIENT to make payments when due shall be cause for suspension of services, or, ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges.
12. SITE VISITS - In the event that CONSULTANT's scope of services shall include site visits during the construction phase, CONSULTANT shall be serving only in the capacity as a consultant to advise CLIENT on issues involving progress and general design compliance. CONSULTANT does not assume any responsibility for the quality, sequences, techniques, or timeliness of any contractor's work, job site safety, continuous onsite inspections, or any issues that fall outside of the CONSULTANT's scope of services as defined herein.
13. GOVERNING LAWS - The laws of the state of California shall govern the validity and interpretation of the Agreement.
14. INSURANCE - During the performance of work covered by this Agreement, CONSULTANT shall maintain the following insurance coverage:
  - a) Workers' Compensation Statutory
  - b) Commercial General Liability \$2,000,000 each occurrence; \$4,000,000 aggregate  
(includes Products & Completed Operations)
  - c) Automobile Liability \$1,000,000 combined single limit each accident
  - d) Professional Liability \$5,000,000 each claim; \$5,000,000 aggregate

15. PREVAILING WAGE OBLIGATIONS - The Client shall notify Schaaf & Wheeler in writing if the Work contemplated by this Agreement constitutes a "public work" under any and all federal, state and/or local prevailing wage laws, and/or living wage laws, including but not limited to the Davis-Bacon Act and the provisions of California Labor Code §§ 1720 et seq. In the event that Schaaf & Wheeler must adhere to federal, state and/or local prevailing wage obligations for the Work performed, the Client shall notify and provide Schaaf & Wheeler with any and all applicable prevailing wage determinations prior to the Work to being performed under this Agreement. Any prevailing wage obligations might affect the payment terms contemplated by this Agreement and thus constitute a changed condition mandating renegotiation and/or termination of this Agreement. The Client understands and agrees that Schaaf & Wheeler will rely on the representations made by the Client with regard to prevailing wage obligations and the Client agrees to indemnify Schaaf & Wheeler, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from Schaaf & Wheeler's reliance upon the Client's representations regarding prevailing wage obligations.

**Schaaf & Wheeler**  
**CONSULTING CIVIL ENGINEERS**

4699 Old Ironsides Dr., Suite 350  
Santa Clara, CA 95054-1860  
408-246-4848

## **Hourly Charge Rate Schedule**

### **Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<b><u>Classification</u></b>	<b><u>Rate/Hr</u></b>
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

### **Litigation Charges**

Court or deposition time as an expert witness is charged at \$500 per hour.

### **Materials and Services**

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/25