



Monterey County Board of Supervisors

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Salinas, CA 93901
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Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16085

- a. Approve Amendment No. 1 to the Standard Agreement, Multi-Year Agreement #3200*6210, with Specialized Utility Services Program, Inc. to continue to provide Chief Plant Operator services for the water and wastewater utility systems at Lake San Antonio and County Service Area 75 - Chualar, and to: include services for Lake Nacimiento; update the annual cost of each location effective January 1, 2023; increase the not-to-exceed amount by \$67,624 for a total amount not-to-exceed \$130,904; and extend the expiration date for one (1) additional year through December 31, 2023, for a revised term from January 1, 2022 to December 31, 2023; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to the Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 8th day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 8, 2022.

Dated: November 10, 2022
File ID: A 22-558
Agenda Item No.: 64

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SPECIALIZED UTILITY SERVICES PROGRAM, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Specialized Utility Services Program, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on January 18, 2022 (hereinafter, “Agreement”) to provide Chief Plant Operator (CPO) services for Lake San Antonio and County Service Area (CSA) 75 – Chualar water and wastewater utility systems (hereinafter, “services”) through December 31, 2022 for an amount not to exceed \$63,280; and

WHEREAS, the County has a continued need for services in order to comply with the requirements of the State Water Board; and

WHEREAS, the original scope of the Agreement in Exhibit A – Scope of Services/Payment Provisions requires an update to include services for Lake Nacimiento; and

WHEREAS, the CONTRACTOR’s original annual cost for services requires an update effective January 1, 2023; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2023, to include services for Lake Nacimiento, to update the original annual costs effective January 1, 2023, and to increase the amount by \$67,624 for a total amount not to exceed \$130,904 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1.0, “General Description”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide Chief Plant Operator services for Lake San Antonio, Lake Nacimiento and County Service Area (CSA) 75 – Chualar water and wastewater utility systems.

2. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$130,904.

3. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from January 1, 2022 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to delete "Exhibit A – Scope of Services/Payment Provisions" and to add "Exhibit A-1 – Scope of Services/Payment Provisions".

5. Amend the Business Automobile Liability Insurance paragraphs of Section 9.03 of Paragraph 9.0, "Insurance Requirements", to read as follows:

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 11/14/2022 | 9:18 AM PST

Approved as to Form
Office of the County Council
Leslie J. Girard, County Counsel

DocuSigned by:
By: Michael J. Whilden
0F98C5BE9B6F476...
Michael J. Whilden
Deputy County Counsel

Date: 10/21/2022 | 11:19 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller

Date: 10/21/2022 | 12:35 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Council
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

Specialized Utility Services Program, Inc.
Contractor's Business Name

DocuSigned by:
By: Dan DeMoss
FEDDED987251422...
(Signature of Chair, President or Vice President)

Its: Dan DeMoss, President
(Print Name and Title)

Date: 10/20/2022 | 2:33 PM PDT

DocuSigned by:
By: Dustin Hardwick
D20B90CD5F6549F...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Dustin Hardwick, Secretary
(Print Name and Title)

Date: 10/20/2022 | 3:08 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Specialized Utility Services Program, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide Chief Plant Operator (CPO) services for Lake San Antonio, Lake Nacimiento and County Service Area (CSA) 75 – Chualar water and wastewater utility systems, including but not limited to necessary site inspection, operations and testing review, reporting, staff training, emergency response, and State Water Resources Control Board (SWRCB) coordination services as further listed below:

1. Site visits once every two (2) weeks.
2. Facilitate as CPO with a Grade 2 wastewater certified operator or higher.
3. While onsite, CONTRACTOR staff shall review and assist in daily operations and routine testing and sampling along with facility process control adjustments and review operations with County staff as needed.
4. Complete and submit all necessary reporting.
5. Provide all necessary training to County staff and reporting of the existing operator(s).
6. Provide twenty-four (24) hour emergency response and phone availability for the systems operator and the utility itself.
7. CONTRACTOR will be available for all scheduled inspections and meetings with the SWRCB staff regarding the operation of the treatment facility.

A.2 A copy of all written reports submitted to regulatory agency(ies) under this Agreement shall be delivered electronically to the following individuals:

For Lake San Antonio and Lake Nacimiento:

Nathan Merkle, Administrative Operations Manager
County of Monterey, Department of Public Works, Facilities and Parks
Email: merklen@co.monterey.ca.us
Phone: (831) 755-5462

For CSA 75 - Chualar:

Tom Moss, Senior Water Resources Hydrologist
County of Monterey, Department of Public Works, Facilities and Parks
Email: mosst@co.monterey.ca.us
Phone: (831) 755-5847

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**B. PAYMENT PROVISIONS****B.1 COMPENSATION/PAYMENT**

County shall pay an increased amount not to exceed **\$67,624 (total Agreement amount not to exceed \$130,904)**, for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

General and Direct Services:

CONTRACTOR shall provide general and direct services as outlined under the Scope of Services. CONTRACTOR shall provide operations supervision (one (1) day every two (2) weeks), pricing includes County staff oversight and all reporting. Labor includes hours traveled, hours onsite, and hours for any administrative report, review, and submission.

CPO Services	
Labor:	\$85/hour
Additional/Emergency Services:	\$110/hour

Original Agreement:		
Location	2022 Monthly Cost	Annual Cost
Lake San Antonio	\$2,100 (includes \$520 for travel)	\$25,200
CSA 75 - Chualar	\$2,340 (includes \$520 for travel)	\$28,080
Total for 2022:		\$53,280

Increase for Amendment No. 1 to Agreement:		
Added Location	2022 Monthly Cost	November and December Cost
Lake Nacimiento	\$800 (no additional travel)	\$1,600
Total for 2022 Added Location:		\$1,600

Location	2023 Monthly Cost	Annual Cost
Lake San Antonio	\$2,205 (includes \$546 for travel)	\$26,460
Lake Nacimiento	\$840 (no additional travel)	\$10,080
CSA 75 - Chualar	\$2,457 (includes \$546 for travel)	\$29,484
Total for 2023:		\$66,024

Total Increase for Amendment No. 1 to Agreement: \$67,624

Additional/Emergency Services:

On an as needed basis, CONTRACTOR shall provide any additional hours or emergency services, requested, or required by County, at a rate of \$110.00 per hour per person, plus travel costs at Federal per diem rates. CONTRACTOR shall provide a written cost

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

estimate to County for identified additional/emergency services to be performed by CONTRACTOR. Additional/emergency services shall not be provided unless authorized in writing by County's Administrative Operations Manager (for Lake San Antonio and Lake Nacimiento) or Senior Water Resources Hydrologist (for CSA 75 - Chualar) prior to initiating services.

Costs for Additional/Emergency Services have an allocated budget amount not to exceed \$10,000 for the term of this Agreement.

The total amount of this Agreement, including increase of \$67,624 under Amendment No. 1, shall not exceed \$130,904.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (*MYA #3200*6210*), Project name and services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division,
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.