

**AMENDMENT No. 1**  
**to**  
**Agreement for Professional Services**  
**between**  
**Monterey County Water Resources Agency and GEI Consultants, Inc.**

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and GEI Consultants, Inc., (hereinafter "CONTRACTOR") executed and effective on July 12, 2022 (hereinafter "Agreement").

Section 1 of the Agreement is hereby amended to read as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and C, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedules set forth in Exhibits A and C:**
  - (a) The scope of work is briefly described and outlined as follows:  
*Nacimientto Dam 8th FERC Part 12D inspection and report, and PFMA workshop, and Nacimientto Dam Spillway Panel 14R Repair Engineering and QCIP Management Services, and General Engineering Services.*
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

Section 3 of the Agreement is hereby amended to read as follows:

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibits B and D. The maximum amount payable to CONTRACTOR under this contract is **Two hundred twenty seven thousand six hundred twenty dollars (\$227,620)**, summarized below:

\$137,680	Original Agreement
\$ 89,940	Amendment No. 1
\$227,620	Not-to-Exceed Total

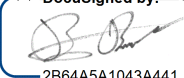
Section 31 of the Agreement is hereby amended to read as follows:

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A - Scope of Work/Work Schedule for Nacimiento Dam 8<sup>th</sup> Part 12D Inspection, Report and PFMA
  - Exhibit B - Fee Schedule for Nacimiento Dam 8<sup>th</sup> Part 12D Inspection, Report and PFMA
  - Exhibit C - Scope of Work/Work Schedule for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services
  - Exhibit D – Payment Provisions for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

All other provisions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, Agency and CONTRACTOR have caused this Amendment No. 1 to be executed as follows:

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

  
2B64A5A1043A441

Brent Buche, General Manager

Dated: 8/30/2022 | 2:44 PM PDT

**CONTRACTOR**


By: **Chad Masching**  
Digitally signed by Chad Masching  
DN: C=US, E=cmasching@geiconsultants.com, O="GEI Consultants, Inc.", OU=Engineering, CN=Chad Masching  
Date: 2022.08.03 14:30:09-06'00'

(signature)

Chad Masching, Vice President

(print name and title)\*

Dated: 8/3/2022

By:   
(signature)

William Rettberg, Senior Vice President

(print name and title)\*


Dated: 8/3/2022

\*INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

(GEI Consultants, Inc. – Amendment No. 1)

\* \* \* \* \*

Approved as to form<sup>1</sup>:


DocuSigned by:  
  
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Assistant County Counsel

Dated: 8/16/2022 | 9:02 AM PDT


County Counsel – Risk Manager

Dated:

Approved as to fiscal provisions:

DocuSigned by:  
  
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Administrative Analyst

Dated: 8/16/2022 | 9:42 AM PDT

DocuSigned by:  
  
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Auditor-Controller<sup>2</sup>

Dated: 8/16/2022 | 9:21 AM PDT

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

<sup>2</sup> Approval by Auditor-Controller is required.

# **EXHIBIT C**

## **Scope of Work / Work Schedule for Nacimientto Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services**

A portion of Nacimientto Dam spillway chute Panel 14R has been found to be unsupported by the rock foundation, and repair is needed to restore that portion of Panel 14R to its original design. Panel 14R repair requires engineering services and construction inspection services in accordance with the Quality Control Inspection Program (QCIP). Panel 14R repairs include (1) grouting under the wall footing adjacent to Panel 14R near transverse Drain No. 4, (2) demolition and replacement of the downstream portion of chute floor at Panel 14R, (3) construction of two new cleanouts to access the longitudinal drains of Panel 14R for maintenance and inspection, and (4) other work included within the Drawings and Specifications.

GEI's scope of work is based on information from the following documentation developed by GEI for MCWRA:

1. Design Memo, Design Drawings, and Specifications: Nacimientto Dam Spillway Chute Panel 14R Repair, dated April 18, 2022, by GEI.
2. Quality Control Inspection Program (QCIP): Spillway Chute Panel 14R Repair – Nacimientto Dam dated April 8, 2022, by GEI. The scope

This Scope of Work consists of the following tasks:

- Task 1 – Inspection Services during Construction for QCIP Manager Position
- Task 2 – Inspection Services during Construction for QCIP Inspector Position
- Task 3 – Inspection Services during Construction for QCIP Design Engineer Position
- Task 4 – Engineering Services for As-Built and Final Construction Report
- Task 5 – General Engineering Services

GEI will provide engineering services as described herein. MCWRA intends to provide primary staffing of the QCIP Manager and QCIP Inspector positions from another consultant and in-house personnel. GEI will provide QCIP Manager and QCIP Inspector positions as needed up to the man-hours indicated herein to give MCWRA flexibility in selecting the preferred combination of consultant and in-house support to oversee completion and documentation of the work.

### **Task 1 – Inspection Services during Construction for QCIP Manager Position**

As per the QCIP's Organization and Staffing Responsibilities, GEI will provide a FERC approved QCIP Manager who reports directly to the MCWRA Project Manager (PM) for up to the man-hours indicated in Exhibit D-Table 1. The following are a list of tasks that the QCIP Manager may perform to support MCWRA and satisfy FERC and DSOD requirements:

1. Submittal review and response;
2. RFI review and response / Site correspondence, as needed;
3. Preparation and/or review of daily field reports;

4. Review of contractor pay requests and design changes;
5. Assist the PM with negotiation of change orders and contractor claims;
6. Coordinate material testing with the material testing laboratory;
7. Report any situation where the plans and specifications do not appear to be appropriate for the conditions encountered to the PM and may recommend changes to the PM and/or Design Engineer;
8. Issue nonconformance reports and stop work due to adverse quality conditions or potentially unsafe work practices;
9. Participate in two meetings; additional meetings may be requested:
  - Kickoff meeting with the contractor, DSOD, and FERC;
  - Site visit at completion of demolition at chute Panel 14R when the exposure of the chute subsurface voids will allow determination if additional adjacent areas need removal/replacement or repair.

## **Task 2 – Inspection Services during Construction for QCIP Inspector Position**

As per the QCIP's Organization and Staffing Responsibilities, GEI will provide a FERC approved Inspector on-site who reports directly to the QCIP Manager up to the man-hours indicated in Exhibit D-Table 1. The Inspector will complete daily field reports to include construction photographs. The Inspector will perform the typical day-to-day inspections for the project. 10-hour work days are assumed up to 6 days per week.

## **Task 3 - Inspection Services during Construction for Design Engineer**

During construction, the GEI Design Engineer (Bill Rettberg, PE) will be ultimately responsible for approval of required contractor submittals, shop drawings, material certificates, and reviewing the final construction documentation report prepared by the QCIP Manager to document compliance with Contract documents. The Design Engineer will be supported by engineering support staff, including Chad Masching, PE (CO) the project design lead. GEI will provide MCWRA with construction support to assist in laying out repair areas, reviewing the slab subgrade, coordinating, and performing Owner Quality Assurance testing, and documenting the repairs made for submittal to the DSOD and FERC.

GEI will provide weekly progress reports, and the weekly report will be based on the daily reports prepared by the Inspector or QCIP Manager. Weekly reports will include construction summary, QC testing, contractors onsite and equipment used, unanticipated construction difficulties, approved changes, and annotated photographs.

The Weekly Report will include the following as it relates to the project:

1. Progress of Work
2. Status of Construction
3. Construction Difficulties
4. Contract Status
5. Critical Events and Dates
6. Reservoir Filling (if applicable)
7. Foundations
8. Sources of Major Construction Materials
9. Material Testing and Results
10. Instrumentation (if applicable)
11. Photographs
12. Other Items

#### **Task 4 – Engineering Services for As-Built and Final Construction Report**

The Final Construction Report will be formatted to meet FERC QCIP requirements and will include summaries of the construction, any RFI or project change orders, and results of construction Quality Control and any Owner Quality Assurance Testing. Red-line as-built drawings developed by the contractor with the QCIP manager and Inspector will be updated in AutoCAD. Updated AutoCAD files and PDF version of as-built drawings will be provided to MCWRA.

#### **Spillway Panel 14R Repair Schedule**

Construction is considered for a period of 3 months (13 weeks) anticipated to start in August 2022. Schedule will be driven by MCWRA's notice to proceed and the contractor's construction schedule.

#### **Task 5 – General Engineering Services**

Condition assessment, investigation, repair, planning, and permitting activities at MCWRA facilities are ongoing. Engineering services listed below may be needed for conditions encountered in the field during such investigations and repairs. Work under this item will be specified and authorized in writing by MCWRA General Manager or Senior Engineer, Dam Safety & Engineering Section prior to GEI commencement. Work under this item may include, but is not limited to:

- Hydraulic engineering
- Hydrologic engineering
- Geotechnical engineering
- Structural engineering
- Surveying services
- Geological services
- Construction inspection / resident engineer services
- Environmental and permitting services
- Dam inspection services

Deliverables may include, but are not limited to:

- Technical reports
- Data reports
- Inspection reports
- Progress reports
- Drawings
- Specifications
- Technical recommendations
- Presentations

Work will be performed in accordance with the laws and rules of the California Board for Professional Engineers, Land Surveyors, and Geologists.

# EXHIBIT D

## Payment Provisions for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

GEI Consultants, Inc. will perform work described in Exhibit C, and will be paid on a time and expense basis up to the not-to-exceed the total amount shown in Table 1. Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates and expenses will be paid per the Fee Schedule and payable expenses described in Exhibit A.

The budget for services described in Exhibit C - Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services, and General Engineering Services, is shown in Table 1 below.

**Table 1.**

		Personnel						Labor and Expenses		
Task	Service	Bill Rettberg (Gr. 8)	Chad Masching (Gr. 7)	Rob Fill (Gr. 7)	Enrico Ruffini (Gr. 6-7)	Hugo Velasquez (Gr. 5)	Total Labor Hours	Labor	Expenses	Total
1	QCIP Manager			64			64	\$16,960	\$1,920	\$18,880
2	QCIP Inspector				80		80	\$17,840	\$2,400	\$20,240
3	Design Engineer during Construction	14	14				28	\$ 7,868	\$1,440	\$ 9,308
4	Engineering Services for As-Builts and Final Construction Report	8	8	8		76	100	\$21,512	--	\$21,512
5	General Engineering Services									\$20,000
									Total	\$89,940