

# County of Monterey

*Board of Supervisors Chambers  
168 W. Alisal St, 1st Floor  
Salinas, Ca 93901*



## Meeting Agenda

**Monday, March 17, 2025**

**10:00 AM**

### **SPECIAL MEETING - FISCAL YEAR 2026 BUDGET WORKSHOP/ BOARD OF DIRECTORS**

**Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or  
BoS Chambers 168 W. Alisal 1st Fl., Salinas, Ca 93901**

### **Water Resources Agency Board of Directors**

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
John Baillie  
Jon Conatser*

**Participation in meetings:**

**You may attend the Board of Directors meeting through the following methods:**

**1. You may attend in person**

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**Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.**

**You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push \*9 on your keypad.**

**PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE BOARD OF DIRECTORS MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

**4. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting.. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) or <mailto:WRAPubliccomment@countyofmonterey.gov>. In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.**

**Participacion en Reuniones:**



Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:

1. Podar asistir personalmente a la reunion; o,
2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>
3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/997%206907%209850)

O para participar for teléfono, llame a cualquiera de los números a continuación:

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Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione \*9 en su teclado.

**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI EL FEED DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN DE LA JUNTA DIRECTIVA PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) <mailto:WRAPubliccomment@countyofmonterey.gov> Para ayudar al Secretario a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

**NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to corresponding Board Report.**

**PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.**

**THE BOARD RECESSES FOR CLOSED SESSION AGENDA ITEMS: Closed Session may be held at the conclusion of the Board's Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.**

**Call to Order Special Board of Directors meeting - Budget Workshop at 10:00 A.M.**

**Roll Call**

**Pledge of Allegiance**

**ADDITIONS AND CORRECTIONS BY CLERK: The Clerk of the Board will announce agenda corrections and proposed additions, which may acted on by the Board as provided in Sections 54954.2 of the California Government Code.**

**Public Comment**

**Action Items**

1. Hold a workshop to review the Monterey County Water Resources Agency Fiscal Year 2025 - 26 Requested Budget and provide direction to staff:
  - Introduction (Presenter: Ara Azhderian)
  - FY26 Budget Approach & Overview (Presenter: Shaunna Murray)
  - FY26 Budget Review (Presenter: Nan Kim)
  - Groundwater Monitoring Program (Presenter: Amy Woodrow)
  - Recycling Water Program Budget Needs (Presenter: Pete Vannerus)
  - Fund 116 Dam Operations Budget Needs
    - o Funding Gap and Plans (Presenter: Ara Azhderian)
    - o Grant Funded Projects (Presenter: Elise Harden, Mark Foxworthy, Jason Demers)
  - Recapitulation and Next Steps. (Presenter: Ara Azhderian)

**Attachments:** [FY26 WRA Budget Book](#)

**Public Comment**

**Adjournment**

**Call to Order Board of Director meeting at 12:00 P.M.**

**Roll Call**

**Public Comments on Closed Session Items**

2. Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.

b. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

Pajaro River Cases: *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz case: 23CV03022).

*Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.*

**Recess to Closed Session**

**Reconvene Meeting at 1:00 P.M.**

**Pledge of Allegiance**

**Public Comment**

**Consent Calendar**

3. Approve the Action Minutes of February 18, 2025 and Special Board of Directors Meeting Action Minutes of February 18, 2025.

**Attachments:** [draft BOD Minutes February 18, 2025](#)  
[draft Special BOD Minutes February 18, 2025](#)

4. Approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.  
(Staff: Jason Demers)

**Attachments:** [Board Report](#)  
[Original Agreement for Services](#)  
[Amendment No. 3](#)  
[Board Order](#)

5. Ratify Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.  
(Staff: Guillermo Alvarez)

**Attachments:** [Board Report](#)  
[Amendment No. 4](#)  
[Agreement for Professional Services](#)  
[Amendment No's.1,2 and 3](#)  
[Board Order](#)

### **Action Items**

6. Consider approving Amendment No. 8 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.  
(Staff Presenting: Mark Foxworthy)

**Attachments:** [Board Report](#)  
[Amendment No. 8](#)  
[Agreement for Professional Services](#)  
[Amendment Nos. 1 thru 7](#)  
[Board Order](#)

### **Key Information and Calendar of Events**

7. March, April, and May 2025 Calendars.

**Attachments:**    [March 2025](#)  
                              [April 2025](#)  
                              [May 2025](#)

### **General Manager's Report**

- 8.
- Personnel
  - Dam Safety Funding
  - Monterey One Water Reconciliation Process
  - Monterey Peninsula Water Management District PWMx Proposed Water Allocation
  - Association of California Water Agencies
  - Regulatory/Legislative Activities
  - Other

### **Presentations**

9.                      Board of Director training concerning the Brown Act and conflict of interest regulations. (Presenter: Kelly Donlon, Chief Assistant County Counsel)

### **Committee Reports**

10.                    Committee Agenda's and Cancellation Notices for February and March 2025:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Water Resources Agency Basin Management
  - Water Resources Agency Planning Committee Cancellation Notice
  - Water Resources Agency Finance Committee
  - Water Resources Personnel and Administration Advisory Committee Cancellation Notice

**Attachments:**    [Final ResOps Agenda February 27, 2025](#)  
                              [Final BMAC Agenda March 5, 2025](#)  
                              [Planning Cancellation Notice March 2025](#)  
                              [Final Finance Agenda March 7, 2025](#)  
                              [P&A March Cancellation Notice](#)

### **Information Items**

11.                    Reservoir Storage Release Update Report. (Staff: Peter Kwiek)

**Attachments:**    [Reservoir Storage Release Update](#)

### **Correspondence**

- 12.
1. Letter dated February 18, 2025, to Honorable Jimmy Panetta, and Honorable Zoe Lofgren, from Chris Lopez, Chair Monterey County Board of Supervisors RE: H.R. 338, the Every Drop Counts Act. - SUPPORT
  2. Letter dated February 18, 2025, to Honorable Alex Padilla and Honorable Adam Schiff, from Chris Lopez, Chair Monterey County Board of Supervisors RE: H.R. 471, Fix our Forest Act. - SUPPORT
  3. Letter dated February 18, 2025, to Honorable Jimmy Panetta, and Honorable Zoe Lofgren, from Chris Lopez, Chair Monterey County Board of Supervisors RE: H.R. 471, Fix our Forest Act. - SUPPORT
  4. Letter dated February 15, 2025, to Honorable Alex Padilla, Honorable Adam Schiff, Honorable Jimmy Panetta and Honorable Zoe Lofgren, from Chris Lopez, Chair Monterey County Board of Supervisors RE: Impacts of Office Management and Budget Federal Funding Pause

**Attachments:**    [Every Drop Counts Act \(HR 338\) Panetta - Lofgren Support 2.18.25](#)  
[Fix Our Forests Act \(HR 471\) Padilla-Schiff – Support 2.18.25](#)  
[Fix Our Forests Act \(HR 471\) Panetta-Lofgren – Support 2.18.25](#)  
[LTR RE: Impacts of Office Managements Protect Federal Funding](#)

### **Board of Directors Comments**

### **Adjournment**



# County of Monterey

## Item No.1

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-031**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Hold a workshop to review the Monterey County Water Resources Agency Fiscal Year 2025 - 26

Requested Budget and provide direction to staff:

- Introduction (Presenter: Ara Azhderian)
- FY26 Budget Approach & Overview (Presenter: Shaunna Murray)
- FY26 Budget Review (Presenter: Nan Kim)
- Groundwater Monitoring Program (Presenter: Amy Woodrow)
- Recycling Water Program Budget Needs (Presenter: Pete Vannerus)
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- Recapitulation and Next Steps. (Presenter: Ara Azhderian)

# **MONTEREY COUNTY WATER RESOURCES AGENCY**

## **FISCAL YEAR 2025-26 RECOMMENDED BUDGET**





# Monterey County Water Resources Agency

## **HISTORY**

The Salinas River was the original main source for irrigation in the Salinas Valley, but by 1872, farmers turned to groundwater. By 1900, wells were so common to the point by 1930 there were concerns about seawater intrusion. Combined with continual flooding in the valley, the concerns prompted the formation of the Monterey County Flood Control and Water Conservation District (MCFCWCD) in 1947. In the late 50s, the Monterey County Flood Control and Water Conservation District became autonomous with the district Engineer reporting directly to the Board of Supervisors.

The MCFCWCD became the Monterey County Water Resources Agency (“Agency”) in 1991, with an updated mandate to provide for the control of flood and storm waters, conservation of such waters through storage and percolation, control of groundwater extraction, protection of water quality, reclamation of water, exchange of water, and the construction and operation of hydroelectric power facilities. In addition to the Agency's responsibility for flood plain management and emergency flood-related preparedness, the Agency has jurisdiction over matters pertaining to water within the entire area of the County of Monterey, including both incorporated and unincorporated areas. The Agency is authorized to conserve water in any manner, to buy, sell and purvey water, to prevent the waste or diminution of the water extractions which are determined to be harmful to the groundwater basin.

## **PRESENT**

The Agency has a nine-member Board of Directors. The board is made up of members appointed by the Monterey County Farm Bureau, Monterey Grower-Shipper Association, the County Agricultural Advisory Committee, five members appointed by the County Board of Supervisors (one from each district), and a member appointed by the Mayor Select Committee. The board is under the governance of the Monterey County Water Resources Agency Board of Supervisors.

The FY 2025-26 Recommended Budget attempts to meet Agency’s 5-year strategic plan Goal C: Financial Stability to ensure long term financial stability with sufficient funding to pay for Agency obligations and align expenditures with revenues.

## **MCWRA FUNDS:**

MCWRA Funds are comprised of fourteen (14) funds as below:

### **Special Assessment Funds:**

Fund 116 - Salinas Valley Water Project Dam Operations, Maintenance & Administration (Zone 2C)

Fund 131 - Castroville Seawater Intrusion Project (CSIP) Operations (Zone 2B & 2Y)

Fund 132 - Salinas Valley Reclamation Project (SVRP) Operations (Zone 2B & 2Z)

Fund 134 - Salinas River Diversion Facility (SRDF) Operations (Zone 2B)

### **Flood Assessment Funds:**

Fund 112 - Pajaro Levee (Zone 1 & 1A)

Fund 121 - Soledad Storm Drain (Zone 8)

Fund 122 - Reclamation Ditch (Zone 9)

Fund 124 - San Lorenzo Creek (Zone 12)

Fund 127 - Moro Cojo Slough (Zone 17)

### **Debt Service Funds:**

Fund 303 - CSIP Debt Service

Fund 313 - SVWP Monterey Financing Authority Debt Service

### **Other Funds:**

Fund 111 - Administration & Countywide Services

Fund 130 - Hydro-Electric Operations

Fund 426 - Interlake Tunnel and Spillway Modification DWR Grant Project/Study (ILT)

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## SUMMARY OF RECOMMENDATIONS

### **Expense:**

The Monterey County Water Resources Agency (Agency) FY 2025–2026 (FY26) Recommended Budget (Budget) totals \$43,485,541 in expenses and \$39,741,598 in revenue, with 44 full-time equivalent (FTE) positions funded out of a total of 57 authorized FTE positions across all 14 Agency Funds. The Recommended Budget represents an 11% decrease in expenditures and a 6% decrease in revenue compared to the Adopted Budget for Fiscal Year 2024–25 (FY25).

The FY26 Budget allocates \$8.59 million for salaries and benefits, accounting for 20% of the total Budget. Although the Agency is authorized for 57 FTE positions, the Budget provides funding for 44 FTE positions, leaving 13 FTE positions unfunded, resulting in salary savings of \$2.45 million.

The total budgeted amount for consultant services is \$20,082,704, marking a \$5.11 million (20%) decrease from the FY25 Adopted Budget. The Monterey One Water contract amount increases by 2% to \$9,357,370, while grant-funded consultant costs decrease by 42% to \$5.25 million, and other consultant expenses decrease by 22% to \$5.48 million.

In FY25, the Agency experienced a 41% increase in insurance costs. For FY26, insurance costs are projected to rise by an additional 17% compared to FY25. These costs include general liabilities (GL) covered through the County, property insurance, and GL and pollution coverage under the Public Risk Innovation, Solutions, and Management (PRISM) program.

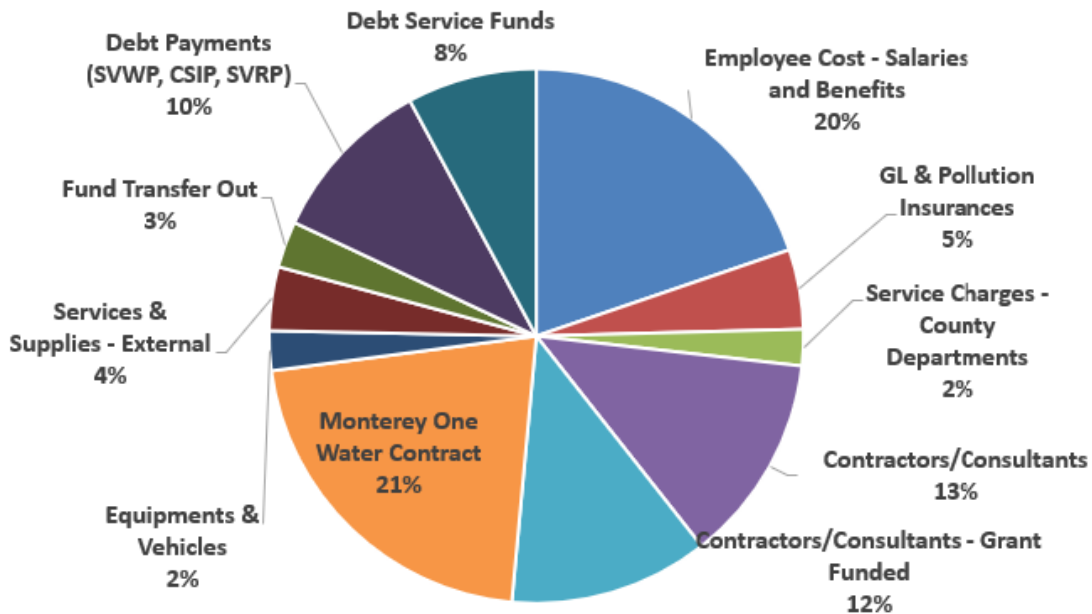
The County's Cost Plan charges in FY26 are reduced to \$0.29 million from \$0.57 million in FY25, which was a \$1.26 million decrease from FY24's charges. However, this reduction is expected to lead to a significant increase in Cost Plan allocations in FY28, as charges will then be based on actual amounts from FY26.

Combined debt payments in FY26 total \$4.42 million, or 10% of the Budget. These payments cover bond repayments for the Salinas Valley Water Project Bond (SVWP) and annual loan payments for the Castroville Seawater Intrusion Project (CSIP) and the Salinas Valley Reclamation Project (SVRP). Fund transfers to the Debt Service Funds for CSIP loan and SVWP bond payments are estimated at \$3.41 million, or 8% of the Budget.

Remaining expenditures include \$0.95 million for County department charges, \$1.04 million for equipment and vehicle-related expenses, and \$1.67 million for other services and supplies. The Budget allocates \$0.7 million in fund transfers from Fund 130 to Fund 116 to cover regulatory costs and \$0.52 million in payments to the Pajaro River Flood Management Agency (PRFMA). Additionally, the Agency anticipates receiving \$850,000 in cash aid during FY25 to complete repairs to the Hydro-Plant Access Road in FY26, which sustained damage during the 2023 winter storm events.

The FY26 Budget does not recommend allocating \$105,000 from Fund 116 fund balance to Fund 116 Dam Operations' capital project reserve for FY25–26, citing the current fund balance amount of Fund 116.

## **FY26 Expense Distribution**



### **Revenue:**

The FY26 Budget estimates total revenue at \$39.74 million, a 6% decrease from the FY25 Adopted Budget revenue of \$42.15 million.

The estimated revenue assumes 3% cost-of-living adjustment (COLA) increase to FY25's assessment charges. Annual COLA adjustments by the CPI percentage are authorized by MCWRA ordinances and the actual COLA will be subject to the Consumer Price Index (CPI) of the San Francisco Bay Area, which is scheduled to release on March 12, 2025. The Budget estimates Ad-Valorem tax revenue at \$3.56 million and total assessment revenue at \$18.29 million.

Grant revenue is estimated at \$6.16 million from sources such as the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) subgrant, the Nacimiento Project with the California Department of Water Resources (DWR), the SB 104 Dam Safety Project with DWR, Section 6 HCP grants with the California Department of Fish and Wildlife (CDFW), the Integrated Regional Water Management (IRWM) grant with DWR, and the Prop 1 Well Destruction grant. IRWM, HCP, and Prop 1 Well Destruction grants will conclude in FY26. The Budget also includes \$900,000 in federal assistance for the Castroville Seawater Intrusion Project and revenue from two grants awarded in FY25.

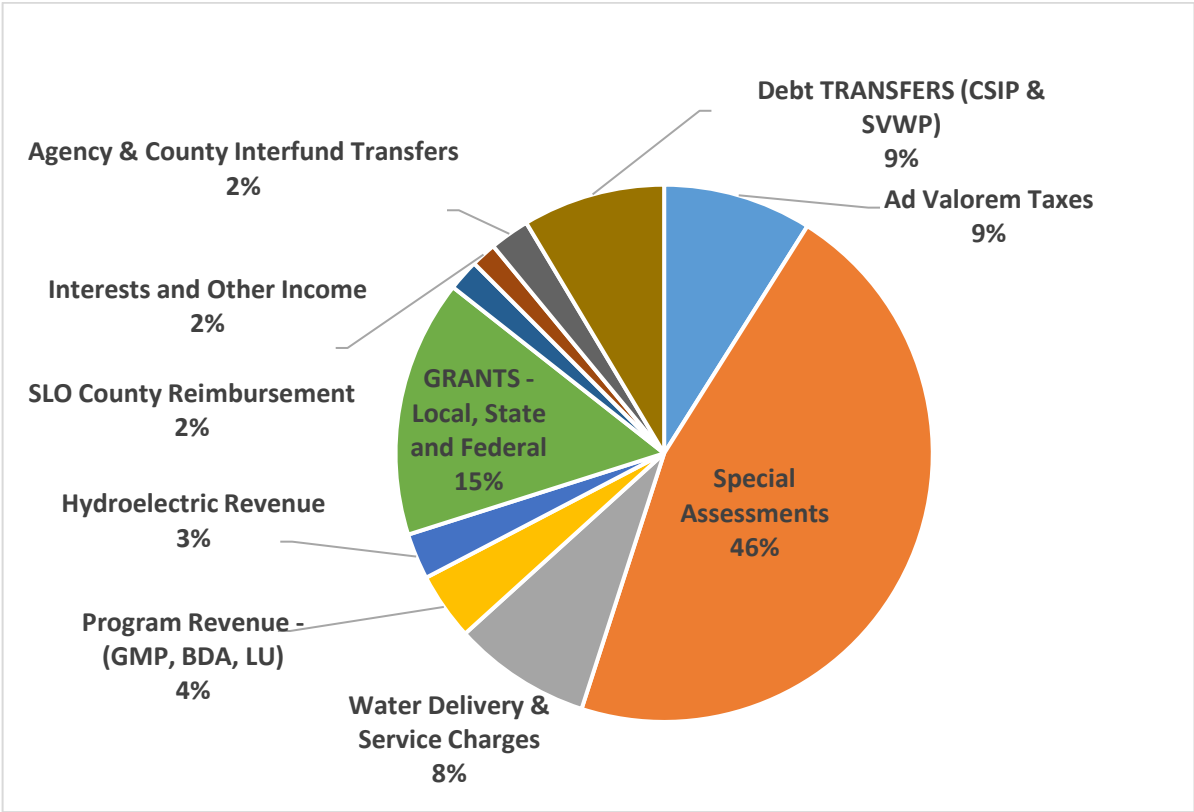
Estimated combined revenue from Water Delivery Fee and Water Services Charge is \$3.30 million. The Agency recommends increasing the Water Delivery Fee from \$45.24 in FY25 in FY26 to \$85.00 per acre-foot of water delivered in FY26. This increase will help cover funding gaps caused by higher operation and maintenance costs, particularly for utility and chemical expenses at CSIP and SVRP.

The Water Delivery Fee will also increase to support well maintenance projects, condition assessments, and cathodic protection projects. In FY26, the Service charge will receive a COLA adjustment of 3% based on the CPI.

FY26 marks the first year of the Groundwater Monitoring Program (GMP) Fee, authorized by Agency Ordinance 5426. Revenue from the GMP Fee is estimated at \$800,000.

The Budget includes \$700,000 in revenue transfers from Fund 130 to Fund 116 to cover regulatory costs and \$252,500 in transfers from the County’s Public Works Department for tide gate construction in Fund 127 Moro Cojo. Additionally, FY26's total debt service fund transfer is \$3.41 million, hydroelectric revenue is estimated at \$1.1 million, and payments from San Luis Obispo County are estimated at \$0.75 million.

**FY26 Revenue Distribution**



Overall, FY26 Budgeted expenditures exceed revenues by \$3,743,943, which will be financed using the fund balances of Agency Funds. The ending fund balance for the Agency's funds at the fiscal year-end is estimated to be \$16,045,624.

For the FY26 Budget, the Agency proposes reducing funded positions to 44 and leaving 13 positions unfunded to limit the use of fund balances and achieve a structurally balanced budget. This, with use of \$3.74 million of fund balances would align expenses with the sustainable level of ongoing revenue.

However, the Agency's revenue growth does not keep pace with the growing expenses required for operations, maintenance, and major repair and replacement projects. The Recommended Budget reflects approximately \$7.33 million in reductions compared to the estimated costs for a preferred level of staffing and services and supplies. It remains constrained by current revenue growth rates and zone restrictions.

The Agency is working on interim and long-term plans to meet County fiscal guidelines, which aim to eliminate reliance on fund balances for sustaining operations. These plans include organizational restructuring focused on service levels and financial sustainability, as well as strategies to enhance fund balances and maintain positive cash flow.

## STRATEGIC PLAN: FISCAL YEAR 2025-26 PROPOSED GOALS

Agency Board of Directors adopted a five-year strategic plan in December 2020. The strategic plan developed and provided updates to the Agency's, vision mission, organizational values, and multi-year goals. Those are outlined below.

### VISION STATEMENT

Be recognized throughout the region as a leader in water resource management through demonstrated knowledge, integrity, and the quality of our actions.

### MISSION STATEMENT

Manage water resources sustainably while minimizing impacts from flooding for present and future generations.

### ORGANIZATIONAL VALUES

**LEADERSHIP:** Set a positive example for others in water resources management and flood control through our knowledge, integrity, and actions.

**STEWARDSHIP:** Operate with financial and environmental responsibility so the Agency continuously succeeds.

**TRANSPARENCY:** Work in ways that are easily understood by stakeholders and the public, communicating effectively about Agency decisions, actions, resources, and progress.

**INTEGRITY:** Act with openness, honesty, and consistency, showing no favoritism and utilizing professional standards for decision making.

**PUBLIC SERVICE:** Work in a way that brings pride upon the Agency, showing that we care about quality and safety, are accountable, think long term, and provide excellent service to the community we serve.

**COLLABORATION:** Work with stakeholders and related organizations to advance our mission and vision.

### PROPOSED GOALS FOR FISCAL YEAR 2026

The Agency Board of Directors held an annual Strategic Plan Update Workshop in February 2025. Agency staff summarized accomplishments and updates on progress for the final year of implementation of the adopted plan. These are summarized below:

**GOAL A:** Infrastructure Maintenance was critical to maintaining services to the community

**GOAL B:** Planning and New Projects progressed well with completion of numerous studies and completion of the Lagoon Low Effects HCP

**GOAL C:** Financial Stability launched new initiatives such as development of Fee Studies and maximizing grant opportunities

**GOAL D:** Effective Core Services and Organizational Improvement focused on section goals and objectives, trainings, and procedures to increase effectiveness and efficiencies



**GOAL E:** Community Relations showed growth in legislative initiatives and stakeholder outreach

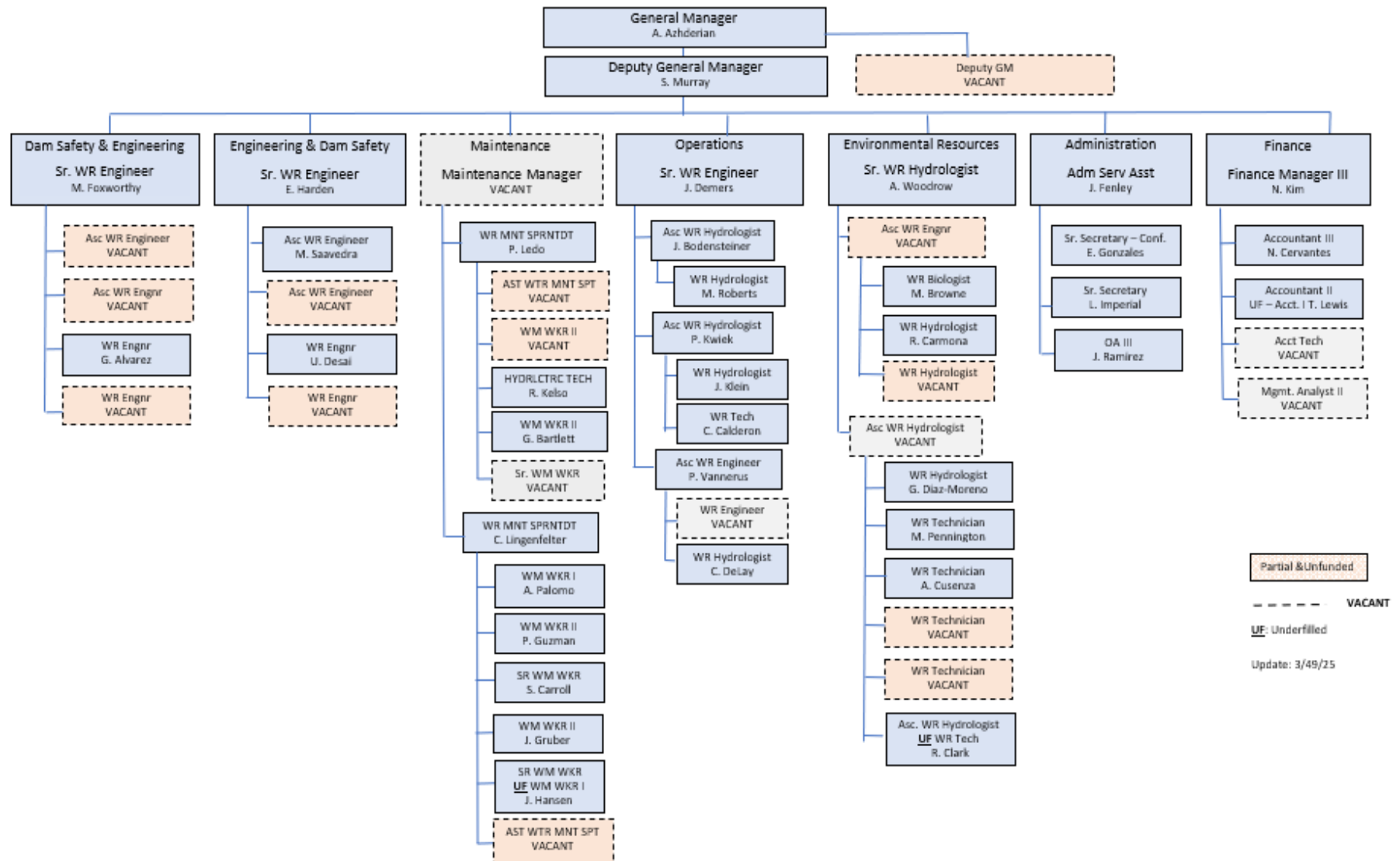
The group continued to review and discuss the seven multi-year goals that were established last year, upcoming priorities, and a review of the process in developing a new Strategic Plan in 2026. A summary of the priorities is provided below.

1. Recycled water system master planning has commenced with data collection and scoping and will be a multi-year effort to complete.
2. Staff will continue to participate in project feasibility studies to address seawater intrusion/groundwater sustainability and make recommendations.
3. Condition assessments of facilities to support capital replacement and improvement plan has begun and will need to continue for all Agency facilities.
4. Relationship building with other water resources agencies continues to be developed and expand through both informal ways and formal participation efforts.
5. Focusing on a public information and community engagement plan is a priority for future efforts to be successful.
6. New efforts towards forecasting and fees have been developed to support funding strategies and implementation plan and will continue moving forward.
7. The Agency has furthered their legislative platform and engagement strategy

**UPCOMING PRIORITIES:**

- Develop and implement training plans for new and existing staff to increase knowledge and skills
- Re-evaluate organizational processes and make changes as necessary to increase efficiencies and effectiveness
- Prepare for the future through investing in longer term planning efforts
- Increase financial sustainability through development of new funding, reviewing costs of providing services to the community and outreach
- Continue to maintain facilities, lands and operations to plan for long term efficacy & resiliency

# AGENCY ORGANIZATIONAL CHART



## AGENCY PERSONNEL POSITIONS & POSITION COSTS

The tables below describe position changes in FY26 from those of FY25

### **Funded Positions:**

| Funded Positions                           | FY25 FTE | FY25 Cost | FY26 FTE | FY26 Cost | Variance from FY25 |
|--|----------|-----------|----------|-----------|--------------------|
| Accounting Technician                      | 1        | 124,058   | 1        | 137,156   | 13,098             |
| Accountant II                              | 1        | 145,626   | 1        | 138,423   | (7,203)            |
| Accountant III                             | 1        | 210,635   | 1        | 206,155   | (4,480)            |
| Administration Services Assistant          | 1        | 179,944   | 1        | 173,821   | (6,123)            |
| Assistant Water Maintenance Superintendent | 2        | 281,911   | 0        | -         | (281,911)          |
| Associate Water Resources Engineer         | 5        | 958,580   | 2        | 414,940   | (543,640)          |
| Associate Water Resources Hydrologist*     | 4        | 758,101   | 4        | 761,720   | 3,619              |
| Deputy General Manager                     | 1        | 378,290   | 1        | 366,902   | (11,388)           |
| Finance Manager III                        | 1        | 280,663   | 1        | 273,536   | (7,127)            |
| General Manager                            | 1        | 378,147   | 1        | 450,304   | 72,157             |
| Hydroelectric Technician                   | 1        | 106,230   | 1        | 116,559   | 10,329             |
| Maintenance Manager                        | 1        | 176,392   | 1        | 234,843   | 58,451             |
| Management Analyst II                      | 0.7      | 119,629   | 1        | 189,164   | 69,535             |
| Office Assistant III                       | 1        | 104,131   | 1        | 93,965    | (10,166)           |
| Senior Secretary                           | 1        | 127,729   | 1        | 132,617   | 4,888              |
| Senior Secretary - Confidential            | 1        | 115,425   | 1        | 91,977    | (23,448)           |
| Senior Water Resources Engineer            | 3        | 731,602   | 3        | 788,861   | 57,259             |
| Senior Water Resources Hydrologist         | 1        | 245,646   | 1        | 245,761   | 115                |
| Senior Water Maintenance Worker            | 3        | 282,254   | 3        | 318,542   | 36,288             |
| Water Maintenance Superintendent           | 2        | 343,830   | 2        | 366,891   | 23,061             |
| Water Maintenance Worker I                 | 1        | 75,654    | 1        | 101,886   | 26,232             |
| Water Maintenance Worker II                | 3        | 324,567   | 3        | 323,020   | (1,547)            |
| Water Resources Biologist                  | 1        | 111,473   | 1        | 125,699   | 14,226             |
| Water Resources Engineer                   | 4        | 547,125   | 3        | 454,769   | (92,356)           |
| Water Resources Hydrologist                | 6        | 714,158   | 5        | 721,561   | 7,403              |
| Water Resources Technician                 | 5        | 481,772   | 3        | 305,998   | (175,774)          |
| Total Funded Positions                     | 53       | 8,303,571 | 44       | 7,535,070 | (768,501)          |

### **Unfunded Positions**

| Unfunded Positions                         | FY25 FTE | FY26 FTE | FY26 Salary Savings |
|--|----------|----------|---------------------|
| Associate Water Resources Engineer         | 1        | 4        | 867,905             |
| Assistant Water Maintenance Superintendent | 0        | 2        | 297,123             |
| Deputy General Manager                     | 1        | 1        | 340,961             |
| Water Resources Engineer                   | 1        | 2        | 351,682             |
| Water Resources Hydrologist                | 0        | 1        | 175,840             |
| Water Resources Technician                 | 0        | 2        | 299,162             |
| Water Maintenance Worker II                | 1        | 1        | 118,759             |
| Total Unfunded Positions                   | 4        | 13       | 2,451,432           |

## ALL AGENCY FUNDS: CONSOLIDATED FY26 BUDGET SUMMARY

Agency's FY26 Budget totals \$43,485,541 in expense and \$39,741,598 in revenue for all 14 Agency Funds. The Recommended Budget is a decrease of 11% in expenditures and a decrease of 6% in revenue from the Adopted Budget of FY25.

**Table 1: All Agency Fund FY26 Revenues & Expense**

| REVENUES                            | AMOUNT            |
|-------------------------------------|-------------------|
| AD VALOREM TAXES                    | 3,558,675         |
| SPECIAL ASSESSMENTS                 | 18,288,409        |
| WATER DELIVERY & SERVICE CHARGES    | 3,302,718         |
| PROGRAM REVENUE - (GMP, BDA, LU)    | 1,610,998         |
| HYDROELECTRIC REVENUE               | 1,100,000         |
| GRANTS - LOCAL, STATE AND FEDERAL   | 6,161,372         |
| SLO COUNTY REIMBURSEMENT            | 750,000           |
| INTERESTS AND OTHER INCOME          | 607,212           |
| AGENCY & COUNTY INTERFUND TRANSFERS | 2,602,500         |
| DEBT TRANSFER (CSIP & SVWP)         | 1,759,714         |
| <b>TOTAL REVENUES</b>               | <b>39,741,598</b> |

| EXPENSES                               | AMOUNT            |
|--|-------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | 8,591,997         |
| GL & POLLUTION INSURANCES              | 2,091,788         |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 954,768           |
| CONTRACTORS/CONSULTANTS                | 5,475,414         |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | 5,250,000         |
| MONTEREY ONE WATER CONTRACT            | 9,357,370         |
| EQUIPMENT & VEHICLES                   | 1,041,506         |
| SERVICES & SUPPLIES - EXTERNAL         | 1,674,726         |
| FUND TRANSFER OUT                      | 1,218,544         |
| DEBT PAYMENTS (SVWP, CSIP, SVRP)       | 4,419,714         |
| DEBT SERVICE FUNDS                     | 3,409,714         |
| <b>TOTAL EXPENDITURES</b>              | <b>43,485,541</b> |

|                               |                    |
|-------------------------------|--------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(3,743,943)</b> |
|-------------------------------|--------------------|

|                                  |            |
|----------------------------------|------------|
| ESTIMATED BEGINNING FUND BALANCE | 19,789,567 |
| ESTIMATED ENDING FUND BALANCE    | 16,045,624 |

## FUND 111: ADMINISTRATION & COUNTYWIDE SERVICES

**Zones: Countywide (CW), Nacimiento and San Antonio Non-O&M (2- 2A), Lower Salinas River (3), Merritt Lake (5), N. Monterey County (7), Carmel Valley (11), Arroyo Seco (14), Alisal-Spence Road Drainage (15), Blanco Storm Drain (S2), Gonzales Slough (GS)**

Fund 111 supports the Agency's organizational structure and functions as well as to provide Countywide services related to water resources management. In 2024, the Agency adopted a groundwater monitoring program, through Ordinance Number 5426, to investigate and produce the data necessary to perform a thorough review, or audit, of the hydrologic budget within the monitored area. The ordinance authorizes Agency's collection of a regulatory fee, which is set effective July 1, 2025, by resolution of the Agency Board of Supervisors and is included in the recommended budget.

The range of activities, within this Fund, include:

- Administration covers the planning, organizing, directing, coordinating, and controlling of the Agency's operations, including: 2.4 FTE + \$837,000 services and supplies + vehicles and equipment costs
  - Governance related items
  - Strategic Planning Process
  - Funding Strategy Development
  - Public engagement, coordination and advocacy
  - Training, safety, policies and procedures
- Operations and Maintenance of facilities including: 4.3 FTE + \$475,000 services and supplies + vehicles and equipment costs
  - Upper and Merritt Pump Stations
  - Merritt Channel & Tembladero Slough
  - Potrero Tide Gates
  - Blanco Storm Drain
  - Old Salinas River
  - Gonzales Slough Pump Station
- Groundwater Monitoring Program Administration 3.47 FTE + \$120,000 services and supplies + vehicles and equipment costs
  - Well Registration
  - Groundwater Extraction Monitoring
  - Groundwater Level Monitoring
  - Groundwater Quality Monitoring
- Countywide flood monitoring and flood response 0.3 FTE + \$68,000 services and supplies
  - Real-time storm monitoring
  - ALERT equipment
  - Flood fight training and supply of materials
  - Emergency Operations Center participation
  - General flood inquiries

- Community support
- County of Monterey reimbursable services per a Memorandum of Understanding that includes well permit review and other technical services. 0.05 FTE
- Debt Payments totaling \$1,759,714 pledged for the Salinas Valley Water Project, a net of \$637,699 comes exclusively from Fund 111.

**Table 2. Fund 111 Revenues & Expense**

| REVENUES                          | AMOUNT           |
|-----------------------------------|------------------|
| AD VALOREM TAXES                  | 3,175,642        |
| SPECIAL ASSESSMENTS               | 1,122,045        |
| PROGRAM REVENUE - (GMP, BDA, LU)  | 856,421          |
| GRANTS - LOCAL, STATE AND FEDERAL | 75,000           |
| INTERESTS AND OTHER INCOME        | 134,800          |
| <b>TOTAL REVENUES</b>             | <b>5,363,908</b> |

| EXPENSES                               | AMOUNT           |
|--|------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | 1,860,493        |
| GL & POLLUTION INSURANCES              | 182,562          |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 265,799          |
| CONTRACTORS/CONSULTANTS                | 929,100          |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | 50,000           |
| EQUIPMENT & VEHICLES                   | 189,094          |
| SERVICES & SUPPLIES - EXTERNAL         | 354,559          |
| FUND TRANSFER OUT                      | -                |
| DEBT PAYMENTS (SVWP, CSIP, SVRP)       | 1,759,714        |
| <b>TOTAL EXPENDITURES</b>              | <b>5,591,321</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(227,413)</b> |
|-------------------------------|------------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 4,493,354 |
| ESTIMATED ENDING FUND BALANCE    | 4,265,941 |

## FUND 112: PAJARO LEVEE (ZONE 1 & 1A)

The purpose of this fund is to maintain the Pajaro Levee and adjacent river bench as a flood control structure according to US Army Corps of Engineers criteria to reduce potential flooding impacts from the Pajaro River. In addition, this fund supports the watershed management effort of the Pajaro River Watershed Flood Prevention Authority and works with the Army Corps of Engineers to develop 100-year flood protection project.

In 2021 a Joint Powers Authority, the Pajaro Regional Flood Management Agency (PRFMA), was established to perform these activities and the Agency is one of the member agencies. A Cost Share Agreement was approved in 2023 that required the member agencies to make cost share contributions to PRFMA on an ongoing basis. The Agency continues to perform certain activities related to transition of responsibility and previous obligations. The activities budgeted for FY26 in Fund 112 are outlined below:

- Administrative and legal support activities, which includes flood assessment-based revenue collection in the zones. 0.11 FTE + \$86,000 services
- Disbursement of revenues to PRFMA through a cost share agreement \$518,544
- Maintenance & storm monitoring support activities reimbursable by PRFMA. 0.15 FTE + \$160,000 services and supplies + vehicles and equipment costs

**Table 3. Fund 112 Revenues & Expense**

| REVENUES                         | AMOUNT         |
|----------------------------------|----------------|
| AD VALOREM TAXES                 | -              |
| SPECIAL ASSESSMENTS              | 556,319        |
| PROGRAM REVENUE - (GMP, BDA, LU) | 100,000        |
| INTERESTS AND OTHER INCOME       | 47,068         |
| <b>TOTAL REVENUES</b>            | <b>703,387</b> |

| EXPENSES                              | AMOUNT         |
|---------------------------------------|----------------|
| EMPLOYEE COST - SALARIES AND BENEFITS | 54,291         |
| GL & POLLUTION INSURANCES             | 6,134          |
| SERVICE CHARGES - COUNTY DEPARTMENTS  | 35,572         |
| CONTRACTORS/CONSULTANTS               | 245,000        |
| EQUIPMENT & VEHICLES                  | 20,518         |
| SERVICES & SUPPLIES - EXTERNAL        | 11,440         |
| FUND TRANSFER OUT                     | 518,544        |
| <b>TOTAL EXPENDITURES</b>             | <b>891,499</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(188,112)</b> |
|-------------------------------|------------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 1,344,805 |
| ESTIMATED ENDING FUND BALANCE    | 1,156,693 |

## **FUND 116: SALINAS VALLEY WATER PROJECT DAM OPERATIONS, MAINTENANCE & ADMINISTRATION (ZONE 2C)**

Fund 116 was established to support the Salinas Valley Water Project, and the Nacimiento & San Antonio Dams Operations and Maintenance. This fund also supports the Property Management Program of Agency lands within the Zone and the Nacimiento Boat Dock Program. The primary revenue for this Fund is the Zone 2C Special Benefit Assessment. Fund 116 receives additional revenues, some ongoing and more one-time, that are described below. There are several grazing and recreational lease agreements in place as well as a Boat Dock Fee Program that bring in revenues to support those programs.

The Salinas River Operations Habitat Conservation Plan is under development and is currently funded through a Federal Endangered Species Act Section 6 Grant which is administered through the State of California Department of Fish and Wildlife (CDFW) and a State funded Proposition 1 Integrated Regional Water Management Implementation Grant. These grants will be wrapping up in FY26 and the Agency anticipates applying for the 2025 Federal Endangered Species Act Section 6 grant to continue the efforts towards completion of this project.

Additionally, the Agency has been approved to receive cash aid from County's strategic reserves to make repairs and improvements to the Nacimiento Dam South Access Road, in response to damages during the 2023 winter storm events. The South Access Road project is eligible for FEMA reimbursement.

There are also two funding agreements in place with the California Department of Water Resources (DWR) that will finance numerous dam maintenance and capital improvement projects. The first agreement provides funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207.) to assist in financing the Nacimiento Reservoir and Dam Maintenance for a total amount of \$6.163M. This agreement was executed on May 31, 2023, and amended on October 9, 2024 and has a term of three years. The total amount has been disbursed and is subject to annual progress and final completion reporting. The second agreement provides funding from the Budget Act of 2023 (Stats. 2023, ch. 189, § 33) to assist in financing the Nacimiento and San Antonio Spillway Improvements for a total amount of \$16.15M. This agreement was executed on May 28, 2024, and has a project completion date of March 15, 2027. Project costs will be reimbursable and will require quarterly progress and final completion reporting.

The range of activities proposed for the upcoming fiscal year includes:

- Nacimiento and San Antonio Dam Operations 6.4 FTE + \$1,370,000 services and supplies + vehicles and equipment costs
  - Inspections, Reporting and Regulatory Compliance
  - Salinas River Operations Habitat Conservation Plan
  - Reservoir Operations Tool Development
  - Salinas River Stream Maintenance Program
- Nacimiento and San Antonio Dam Maintenance 4.2 FTE + \$1,545,000 services and supplies + vehicles and equipment costs
  - Nacimiento Low Level Outlet Works Intake maintenance, outlet energy dissipation, and penstock protection (estimated total of \$850,000 grant funded)



- San Antonio Low Level Outlet Works Design Projects (Estimated total of \$300,000 grant funded)
  - San Antonio Drain Repairs
  - Nacimiento Spillway Inspections and Maintenance
- Capital Improvements 3.4 FTE + \$2,470,000 services and supplies + vehicles and equipment costs (Funded through agreements with DWR and FEMA)
  - San Antonio Spillway Replacement
  - Nacimiento Plunge Pool Protection Project
  - Nacimiento Dam South Access Road Improvements
- Property Management 0.8 FTE
  - Recreational leases with County of Monterey and Private groups
  - Property boundaries, access and maintaining lands
  - Grazing lease program renewal and implementation
- Nacimiento Boat Dock Licensing Program 0.5 FTE + \$100,000 services and supplies + vehicles and equipment costs
- Sandbar Management Program 0.3 FTE + \$40,000 services and supplies + vehicles and equipment costs
- Flood Monitoring and Response 0.2 FTE
- Administration 2.7 FTE + \$150,000 services and supplies

**Table 4. Fund 116 Revenues & Expense**

| REVENUES                            | AMOUNT            |
|-------------------------------------|-------------------|
| AD VALOREM TAXES                    | -                 |
| SPECIAL ASSESSMENTS                 | 4,682,156         |
| PROGRAM REVENUE - (GMP, BDA, LU)    | 654,577           |
| GRANTS - LOCAL, STATE AND FEDERAL   | 4,504,834         |
| SLO COUNTY REIMBURSEMENT            | 750,000           |
| INTERESTS AND OTHER INCOME          | 55,341            |
| AGENCY & COUNTY INTERFUND TRANSFERS | 700,000           |
| <b>TOTAL REVENUES</b>               | <b>11,346,908</b> |

| EXPENSES                               | AMOUNT            |
|--|-------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | 3,862,893         |
| GL & POLLUTION INSURANCES              | 1,123,755         |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 400,665           |
| CONTRACTORS/CONSULTANTS                | 770,870           |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | 4,610,000         |
| EQUIPMENT & VEHICLES                   | 372,007           |
| SERVICES & SUPPLIES - EXTERNAL         | 695,415           |
| FUND TRANSFER OUT                      | -                 |
| DEBT PAYMENTS (SVWP, CSIP, SVRP)       | -                 |
| <b>TOTAL EXPENDITURES</b>              | <b>11,835,605</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(488,697)</b> |
|-------------------------------|------------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 1,581,192 |
| ESTIMATED ENDING FUND BALANCE    | 1,092,495 |

## FUND 121: SOLEDAD STORM DRAIN (ZONE 8)

The purpose of this fund is to maintain the Soledad Storm Drain and Bryant Canyon Channel in accordance with an agreement with the City of Soledad and the Department of Housing and Urban Development for facilities such as the channel, culverts, and access roadway.

The FY26 budgeted activities include:

- Operations and maintenance of the facilities 0.18 FTE + \$25,600 services and supplies + equipment and vehicles
- Administration 0.05 FTE

**Table 5. Fund 121 Revenues & Expense**

| REVENUES                            | AMOUNT         |
|-------------------------------------|----------------|
| AD VALOREM TAXES                    | 15,380         |
| SPECIAL ASSESSMENTS                 | 93,426         |
| INTERESTS AND OTHER INCOME          | 6,125          |
| AGENCY & COUNTY INTERFUND TRANSFERS | -              |
| <b>TOTAL REVENUES</b>               | <b>114,931</b> |

| EXPENSES                              | AMOUNT         |
|---------------------------------------|----------------|
| EMPLOYEE COST - SALARIES AND BENEFITS | 50,726         |
| GL & POLLUTION INSURANCES             | 4,856          |
| SERVICE CHARGES - COUNTY DEPARTMENTS  | 7,504          |
| CONTRACTORS/CONSULTANTS               | 25,600         |
| EQUIPMENT & VEHICLES                  | 6,122          |
| SERVICES & SUPPLIES - EXTERNAL        | 14,571         |
| FUND TRANSFER OUT                     | -              |
| <b>TOTAL EXPENDITURES</b>             | <b>109,379</b> |

|                               |              |
|-------------------------------|--------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>5,552</b> |
|-------------------------------|--------------|

|                                  |         |
|----------------------------------|---------|
| ESTIMATED BEGINNING FUND BALANCE | 313,172 |
| ESTIMATED ENDING FUND BALANCE    | 318,724 |

## FUND 122: RECLAMATION DITCH (ZONE 9)

The purpose of this fund is to operate and maintain Reclamation Ditch No. 1665 (commonly referred to as the Rec Ditch) to reduce flooding impacts. The Rec Ditch watershed consists of an area of approximately 157 square miles. The Rec Ditch flows southeast to northwest, draining a series of generally dry lake beds (e.g., Carr Lake and Merritt Lake) that are farmed when not flooded and are linked by a system of lateral ditches (tributaries) and pumping facilities.

Near Castroville, the Rec Ditch flows into Tembladero Slough and then into the Old Salinas River (OSR) which discharges through tide gates at Potrero Road into Moss Landing Harbor. The Agency maintains sections of the Rec Ditch where the Agency has right-of-way or easements.

- Operations and maintenance of facilities: 5.2 FTE + \$ 329,813 services and supplies + equipment and vehicles
  - Hebbron, Santa Rita, Espinosa Pump Stations
  - Rec Ditch channels, culverts and related structures
  - Potrero Tide Gates
- Real-time storm monitoring 0.4 FTE & Administration 1.46 FTE

**Table 6. Fund 122 Revenues & Expense**

| REVENUES                                | AMOUNT           |
|---|------------------|
| AD VALOREM TAXES                        | 357,011          |
| SPECIAL ASSESSMENTS                     | 1,495,638        |
| INTERESTS AND OTHER INCOME              | 34,681           |
| <b>TOTAL REVENUES</b>                   | <b>1,887,330</b> |
| <b>EXPENSES</b>                         | <b>AMOUNT</b>    |
| EMPLOYEE COST - SALARIES AND BENEFITS   | 1,138,096        |
| GL & POLLUTION INSURANCES               | 108,836          |
| SERVICE CHARGES - COUNTY DEPARTMENTS    | 69,921           |
| CONTRACTORS/CONSULTANTS                 | 247,610          |
| EQUIPMENT & VEHICLES                    | 282,355          |
| SERVICES & SUPPLIES - EXTERNAL          | 329,813          |
| FUND TRANSFER OUT                       | -                |
| <b>TOTAL EXPENDITURES</b>               | <b>2,176,631</b> |
| <b>IMPACT TO FUND BALANCE</b>           | <b>(289,301)</b> |
| <b>ESTIMATED BEGINNING FUND BALANCE</b> | <b>1,286,180</b> |
| <b>ESTIMATED ENDING FUND BALANCE</b>    | <b>996,879</b>   |

## FUND 124: SAN LORENZO CREEK (ZONE 12)

The purpose of this fund is to reduce flooding from San Lorenzo Creek at King City. The Agency coordinates with the City of King to remove silt and debris from the channel and maintains the Bulkhead Wall in the Villa Drive area.

- Operations and maintenance of the facilities 0.12 FTE + \$15,850 services and supplies + equipment and vehicles
- Administration 0.04 FTE

**Table 7. Fund 124 Revenues & Expense**

| REVENUES                            | AMOUNT        |
|-------------------------------------|---------------|
| AD VALOREM TAXES                    | 10,642        |
| SPECIAL ASSESSMENTS                 | 39,450        |
| INTERESTS AND OTHER INCOME          | 968           |
| AGENCY & COUNTY INTERFUND TRANSFERS | -             |
| <b>TOTAL REVENUES</b>               | <b>51,060</b> |

| EXPENSES                              | AMOUNT        |
|---------------------------------------|---------------|
| EMPLOYEE COST - SALARIES AND BENEFITS | 32,255        |
| GL & POLLUTION INSURANCES             | 3,236         |
| SERVICE CHARGES - COUNTY DEPARTMENTS  | 2,055         |
| CONTRACTORS/CONSULTANTS               | 10,000        |
| EQUIPMENT & VEHICLES                  | 2,637         |
| SERVICES & SUPPLIES - EXTERNAL        | 5,850         |
| FUND TRANSFER OUT                     | -             |
| <b>TOTAL EXPENDITURES</b>             | <b>56,033</b> |

|                               |                |
|-------------------------------|----------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(4,973)</b> |
|-------------------------------|----------------|

|                                  |        |
|----------------------------------|--------|
| ESTIMATED BEGINNING FUND BALANCE | 37,057 |
| ESTIMATED ENDING FUND BALANCE    | 32,084 |

## FUND 127: MORO COJO SLOUGH (ZONE 17)

The purpose of this fund is to reduce flooding impacts from Moro Cojo Slough. Fund 127 supports the maintenance of the existing four tide gates at Moss Landing Road, the berm between Moss Landing Road and Water Tower Hill, and operations and maintenance of the Castroville Pumping Station.

- Operations and maintenance of the facilities 0.34 FTE + \$532,050 services and supplies + equipment and vehicles
  - Repair of the Moss Landing Road tide gate structure in cooperation with the County of Monterey
- Administration 0.08 FTE

**Table 8. Fund 127 Revenues & Expense**

| REVENUES                            | AMOUNT         |
|-------------------------------------|----------------|
| AD VALOREM TAXES                    | -              |
| SPECIAL ASSESSMENTS                 | 105,006        |
| INTERESTS AND OTHER INCOME          | 11,095         |
| AGENCY & COUNTY INTERFUND TRANSFERS | 252,500        |
| <b>TOTAL REVENUES</b>               | <b>368,601</b> |

| EXPENSES                              | AMOUNT         |
|---------------------------------------|----------------|
| EMPLOYEE COST - SALARIES AND BENEFITS | 83,700         |
| GL & POLLUTION INSURANCES             | 5,958          |
| SERVICE CHARGES - COUNTY DEPARTMENTS  | 8,144          |
| CONTRACTORS/CONSULTANTS               | 505,000        |
| EQUIPMENT & VEHICLES                  | 56,986         |
| SERVICES & SUPPLIES - EXTERNAL        | 27,050         |
| FUND TRANSFER OUT                     | -              |
| <b>TOTAL EXPENDITURES</b>             | <b>686,838</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(318,237)</b> |
|-------------------------------|------------------|

|                                  |         |
|----------------------------------|---------|
| ESTIMATED BEGINNING FUND BALANCE | 383,567 |
| ESTIMATED ENDING FUND BALANCE    | 65,330  |

## FUND 130: HYDRO-ELECTRIC PLANT

The purpose of this fund is to operate and maintain the Nacimientto Dam Hydroelectric Plant and to administer the Power Purchase Agreement. The plant generates hydroelectric power at Nacimientto Dam which results in oversight of the dam by the Federal Energy Regulatory Commission (FERC). This fund supports the operation and maintenance of the Plant facilities and regulatory requirements related to FERC's oversight.

- Operations and maintenance of the facilities 1.48 FTE + \$485,00 services and supplies + equipment and vehicles
- Reimbursement of Fund 116 for FERC's Regulatory Requirements at Nacimientto Dam 0.8 FTE + \$500,000 services and supplies
- Administration 0.37 FTE

**Table 9. Fund 130 Revenues & Expense**

| REVENUES                            | AMOUNT           |
|-------------------------------------|------------------|
| AD VALOREM TAXES                    | -                |
| SPECIAL ASSESSMENTS                 | -                |
| HYDROELECTRIC REVENUE               | 1,100,000        |
| GRANTS - LOCAL, STATE AND FEDERAL   | -                |
| INTERESTS AND OTHER INCOME          | 72,726           |
| AGENCY & COUNTY INTERFUND TRANSFERS | -                |
| <b>TOTAL REVENUES</b>               | <b>1,172,726</b> |

| EXPENSES                               | AMOUNT           |
|--|------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | 347,930          |
| GL & POLLUTION INSURANCES              | 81,535           |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 29,458           |
| CONTRACTORS/CONSULTANTS                | 485,000          |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | -                |
| EQUIPMENT & VEHICLES                   | 38,356           |
| SERVICES & SUPPLIES - EXTERNAL         | 134,808          |
| FUND TRANSFER OUT                      | 700,000          |
| <b>TOTAL EXPENDITURES</b>              | <b>1,817,087</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(644,361)</b> |
|-------------------------------|------------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 2,150,896 |
| ESTIMATED ENDING FUND BALANCE    | 1,506,535 |

## **FUND 131: CASTROVILLE SEAWATER INTRUSION PROJECT (CSIP) (ZONE 2B & 2Y)**

The purpose of this fund is to provide operations and maintenance for the CSIP Distribution System component of the Recycled Water Projects for irrigation use in a coastal region of Monterey County that has been impacted by seawater intrusion in the 180/400-Foot Aquifer groundwater basin.

Facilities include a storage pond connected to a pipeline system with nine monitoring stations, three booster stations, 10 supplemental groundwater wells, assorted valves and other appurtenances, and 113 farm turnouts throughout the 12,000 acres of Zone 2B. A mix of recycled water, treated surface water, and groundwater is delivered to the CSIP customers within the system.

CSIP has been primarily operated by Monterey One Water, with oversight by the Agency, since the project's inception in 1998. In 2015, the Agency and Monterey One Water entered into an Amended and Restated Water Recycling Agreement to cover operations and maintenance of the Recycled Water Projects through 2045.

FY26 Budget funds the activities outlined below:

- Monterey One Water's Operations and Maintenance activities \$2,014,132 staffing, services and supplies
- Agency Operations and Maintenance activities 2.0 FTE + \$615,000 services and supplies + equipment and vehicles
- Capital Improvements 0.4 FTE + \$1,246,735 services and supplies + vehicles and equipment costs
  - Capital Improvement Plan Development – Phase 1
  - Groundwater well replacement
  - Electrical upgrades to Booster Pumps
- USBR loan payments of \$1,650,000
- Administration 0.78 FTE



**Table 10. Fund 131 Revenues & Expense**

| REVENUES                            | AMOUNT           |
|-------------------------------------|------------------|
| AD VALOREM TAXES                    | -                |
| SPECIAL ASSESSMENTS                 | 4,958,560        |
| WATER DELIVERY & SERVICE CHARGES    | 593,751          |
| GRANTS - LOCAL, STATE AND FEDERAL   | 950,000          |
| INTERESTS AND OTHER INCOME          | 65,862           |
| AGENCY & COUNTY INTERFUND TRANSFERS | -                |
| <b>TOTAL REVENUES</b>               | <b>6,568,173</b> |

| EXPENSES                               | AMOUNT           |
|--|------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | 647,636          |
| GL & POLLUTION INSURANCES              | 336,988          |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 55,599           |
| CONTRACTORS/CONSULTANTS                | 1,826,498        |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | 50,000           |
| MONTEREY ONE WATER CONTRACT            | 2,014,132        |
| EQUIPMENT & VEHICLES                   | 39,367           |
| SERVICES & SUPPLIES - EXTERNAL         | 43,994           |
| FUND TRANSFER OUT                      | -                |
| DEBT PAYMENTS (SVWP, CSIP, SVRP)       | 1,650,000        |
| <b>TOTAL EXPENDITURES</b>              | <b>6,664,214</b> |

|                               |                 |
|-------------------------------|-----------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(96,041)</b> |
|-------------------------------|-----------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 1,558,255 |
| ESTIMATED ENDING FUND BALANCE    | 1,462,214 |

## **FUND 132: SALINAS VALLEY RECLAMATION PROJECT (SVRP) (ZONE 2B & 2Z)**

The purpose of this fund is to provide operations and maintenance for the SVRP Recycled Water Treatment Plant component of the Recycled Water Projects. Facilities include a tertiary treatment plant, which produces non-potable tertiary recycled water that meets State Title 22 water quality standards for irrigation of raw food crops. The SVRP is located at the Monterey One Water Regional Treatment Plant. Monterey One Water is the sewer treatment provider in northern Monterey County where wastewater flows are cleaned and safely reintroduced into the environment. SVRP facilities include pipelines, pumps, coagulation and flocculation basins, filtration systems, and chlorination facilities. The recycled water is then placed in the CSIP distribution storage pond to be delivered to the CSIP customers.

SVRP has been operated by Monterey One Water since the project's inception in 1998. In 2015, the Agency and Monterey One Water entered into an Amended and Restated Water Recycling Agreement to cover operations and maintenance of the Recycled Water Projects through 2045. The activities are outlined below:

- Monterey One Water's Operations and Maintenance activities \$5,333,442 staffing, services and supplies
- Capital Improvements \$380,000 services and supplies
  - Electrical Upgrade Design (21kV switchgear)
- Reimbursement of M1W USBR loan payments \$1,010,000

**Table 11. Fund 132 Revenues & Expense**

| REVENUES                            | AMOUNT           |
|-------------------------------------|------------------|
| AD VALOREM TAXES                    | -                |
| SPECIAL ASSESSMENTS                 | 5,235,809        |
| WATER DELIVERY & SERVICE CHARGES    | 1,021,250        |
| GRANTS - LOCAL, STATE AND FEDERAL   | -                |
| INTERESTS AND OTHER INCOME          | 54,872           |
| AGENCY & COUNTY INTERFUND TRANSFERS | -                |
| <b>TOTAL REVENUES</b>               | <b>6,311,931</b> |

| EXPENSES                               | AMOUNT           |
|--|------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | -                |
| GL & POLLUTION INSURANCES              | 153,518          |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 15,000           |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | -                |
| MONTEREY ONE WATER CONTRACT            | 5,713,442        |
| FUND TRANSFER OUT                      | -                |
| DEBT PAYMENTS (SVWP, CSIP, SVRP)       | 1,010,000        |
| <b>TOTAL EXPENDITURES</b>              | <b>6,891,960</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(580,029)</b> |
|-------------------------------|------------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 2,397,420 |
| ESTIMATED ENDING FUND BALANCE    | 1,817,391 |

## **FUND 134: SALINAS RIVER DIVERSION FACILITY (SRDF) OPERATIONS AND MAINTENANCE (ZONE 2B)**

The purpose of this fund is to provide for operations and maintenance of the SRDF surface water diversion component of the Recycled Water Projects. Facilities include an instream inflatable dam, fish bypass system, diversion pump station with 4 diversion pumps, pipeline, standpipe, filtration system, and chlorination system. The SRDF filtration system and chlorination system are located at the Monterey One Water Regional Treatment Plant, where the filtered and chlorinated surface water is mixed with the recycled water from the SVRP in the CSIP Storage Pond and then delivered through the CSIP Distribution System.

The Fund also captures expense related to a grant funded well destruction project for Zone 2B and various activities funded by the Salinas Valley Basin GSA subgrant.

The SRDF is a component of the Agency's Salinas Valley Water Project and operations began in 2010. The Agency operates the Nacimiento and San Antonio Reservoir to deliver the previously stored water to the SRDF site during the irrigation season, in compliance with State and Federal regulatory requirements. Those operations are permitted from April 1<sup>st</sup> to October 31<sup>st</sup> of each year.

Monterey One Water, with management and oversight by the Agency, has operated the SRDF facility, since 2010. In 2015, the Agency and Monterey One Water entered into an Amended and Restated Water Recycling Agreement to cover operations and maintenance of the Recycled Water Projects through 2045.

Debt payments of Salinas Valley Water Project are funded with Fund 111 and Zone 2C special assessments, in the amount of \$637,669 and \$1,122,045, respectively.

FY26 budgeted activities in Fund 134 are outlined below:

- Monterey One Water's Operations and Maintenance activities \$1,598,546 staffing, services and supplies
- Agency Operations and Maintenance activities 1.05 FTE + \$380,736 services and supplies + equipment and vehicles
  - Updated Title 22 Engineers Report and other Regulatory Compliance
  - New Source Supply Feasibility Studies (grant funded)
  - Filtration System Improvements/ Repairs
  - Upstream Apron Scour Repair Investigation
- Capital Improvements 0.2 FTE + \$371,250 services and supplies + vehicles and equipment costs
  - Optimization Projects
  - Electrical Upgrades
- Well Destruction Project 0.3 FTE + \$200,000 services and supplies + vehicles and equipment costs
- Administration 0.59 FTE

**Table 12. Fund 134 Revenues & Expense**

| REVENUES                            | AMOUNT           |
|-------------------------------------|------------------|
| AD VALOREM TAXES                    | -                |
| SPECIAL ASSESSMENTS                 | -                |
| WATER DELIVERY & SERVICE CHARGES    | 1,687,717        |
| GRANTS - LOCAL, STATE AND FEDERAL   | 631,538          |
| INTERESTS AND OTHER INCOME          | 118,438          |
| AGENCY & COUNTY INTERFUND TRANSFERS | -                |
| <b>TOTAL REVENUES</b>               | <b>2,437,693</b> |

| EXPENSES                               | AMOUNT           |
|--|------------------|
| EMPLOYEE COST - SALARIES AND BENEFITS  | 457,682          |
| GL & POLLUTION INSURANCES              | 80,043           |
| SERVICE CHARGES - COUNTY DEPARTMENTS   | 53,915           |
| CONTRACTORS/CONSULTANTS                | 380,736          |
| CONTRACTORS/CONSULTANTS - GRANT FUNDED | 540,000          |
| MONTEREY ONE WATER CONTRACT            | 1,629,796        |
| EQUIPMENT & VEHICLES                   | 34,064           |
| SERVICES & SUPPLIES - EXTERNAL         | 57,226           |
| FUND TRANSFER OUT                      | -                |
| DEBT PAYMENTS (SVWP, CSIP, SVRP)       | -                |
| <b>TOTAL EXPENDITURES</b>              | <b>3,233,462</b> |

|                               |                  |
|-------------------------------|------------------|
| <b>IMPACT TO FUND BALANCE</b> | <b>(795,769)</b> |
|-------------------------------|------------------|

|                                  |           |
|----------------------------------|-----------|
| ESTIMATED BEGINNING FUND BALANCE | 2,281,255 |
| ESTIMATED ENDING FUND BALANCE    | 1,485,486 |

## FUND 426: INTERLAKE TUNNEL AND SPILLWAY MODIFICATION DWR GRANT PROJECT/STUDY (ILT)

The purpose of this fund is to track the Department of Water Resources \$10 million grant to study the feasibility of an Interlake Tunnel between Nacimiento and San Antonio Reservoirs with modifications to the Nacimiento Spillway. Operationally, the Interlake Tunnel would divert water from Nacimiento Reservoir to San Antonio Reservoir that would have otherwise been spilled at Nacimiento Dam. The Nacimiento River basin produces nearly three times the average annual flow of the San Antonio River basin, therefore, capturing high Nacimiento River flows and diverting those flows to San Antonio Reservoir increases the overall storage capacity of the system.

Activities covered by this fund are guided by the scope and deliverables of the grant agreement with DWR, including:

- Grant administration and reporting
- Water rights
- Draft engineer's report

**Table 13. Fund 426 Revenues & Expense**

| REVENUES                              | AMOUNT           |
|---------------------------------------|------------------|
| INTERESTS AND OTHER INCOME            | 5,236            |
| <b>TOTAL REVENUES</b>                 | <b>5,236</b>     |
|                                       |                  |
| EXPENSES                              | AMOUNT           |
| EMPLOYEE COST - SALARIES AND BENEFITS | 56,295           |
| GL & POLLUTION INSURANCES             | 4,367            |
| SERVICE CHARGES - COUNTY DEPARTMENTS  | 11,136           |
| CONTRACTORS/CONSULTANTS               | 50,000           |
| <b>TOTAL EXPENDITURES</b>             | <b>121,798</b>   |
|                                       |                  |
| <b>IMPACT TO FUND BALANCE</b>         | <b>(116,562)</b> |
|                                       |                  |
| ESTIMATED BEGINNING FUND BALANCE      | 148,454          |
| ESTIMATED ENDING FUND BALANCE         | 31,892           |

## FUND 303: CSIP DEBT SERVICE

Fund 303 issues debt service payment to the United States Bureau of Reclamation loan that funded the Castroville Seawater Intrusion Project.

**Table 14. Fund 303 Revenues & Expense**

| REVENUES                     | AMOUNT    |
|------------------------------|-----------|
| DEBT TRANSFERS (CSIP & SVWP) | 1,650,000 |
| TOTAL REVENUES               | 1,650,000 |
| EXPENSES                     | AMOUNT    |
| CONTRACTORS/CONSULTANTS      | 1,650,000 |
| TOTAL EXPENDITURES           | 1,650,000 |
| IMPACT TO FUND BALANCE       | 0         |

## FUND 313: SALINAS VALLEY WATER PROJECT DEBT SERVICE

The purpose of this fund is to collect partial Ad Valorem taxes from Fund 111 and Special Assessments from Fund 116 to make payment of the Salinas Valley Water Project Bond.

**Table 15. Fund 313 Revenues & Expense**

| REVENUES                     | AMOUNT    |
|------------------------------|-----------|
| DEBT TRANSFERS (CSIP & SVWP) | 1,759,714 |
| TOTAL REVENUES               | 1,759,714 |
| EXPENSES                     | AMOUNT    |
| CONTRACTORS/CONSULTANTS      | 1,759,714 |
| TOTAL EXPENDITURES           | 1,759,714 |
| IMPACT TO FUND BALANCE       | 0         |

## CONSOLIDATED FUND BALANCE SUMMARY

**Table 16 Agency's Unassigned Fund Balances Summary**

| Fund | Fund Name           | Zone | FY25<br>Beginning<br>Balance | FY25<br>Fund Balance<br>Budgeted<br>Use | FY25<br>Fund Balance<br>Use Estimates | FY25<br>Estimated<br>Ending<br>Balance | FY26<br>Requested Use<br>Fund Balance | FY26<br>Estimated<br>Ending<br>Balance |
|------|---------------------|------|------------------------------|---|---------------------------------------|--|---------------------------------------|--|
| 111  | Administration Fund |      | 4,241,073                    | (1,675,508)                             | 252,281                               | 4,493,354                              | (227,413)                             | 4,265,941                              |
| 112  | Pajaro Levee        | 1/1A | 963,440                      | (4,644)                                 | 381,365                               | 1,344,805                              | (188,112)                             | 1,156,693                              |
| 116  | Dam Operations      | 2C   | 1,700,408                    | (2,893,406)                             | (119,215)                             | 1,581,193                              | (488,697)                             | 1,092,496                              |
| 121  | Soledad Storm Drain | 8    | 303,708                      | (20,750)                                | 9,464                                 | 313,172                                | 5,552                                 | 318,724                                |
| 122  | Reclamation Ditch   | 9    | 1,301,112                    | 71,781                                  | (14,932)                              | 1,286,180                              | (289,301)                             | 996,879                                |
| 124  | San Lorenzo Creek   | 12   | 36,598                       | (7,671)                                 | 459                                   | 37,057                                 | (4,973)                               | 32,084                                 |
| 127  | Moro Cojo Slough    | 17   | 411,270                      | (260,230)                               | (27,703)                              | 383,567                                | (318,237)                             | 65,330                                 |
| 130  | Hydro-Electric Ops  |      | 2,077,882                    | 73,404                                  | 73,014                                | 2,150,896                              | (644,361)                             | 1,506,535                              |
| 131  | CSIP Operations     | 2B/Y | 2,439,324                    | (969,961)                               | (881,069)                             | 1,558,255                              | (96,041)                              | 1,462,214                              |
| 132  | SVRP Operations     | 2B/Z | 2,655,386                    | (460,500)                               | (257,966)                             | 2,397,420                              | (580,029)                             | 1,817,391                              |
| 134  | SRDF Operations     |      | 2,669,679                    | (121,317)                               | (388,424)                             | 2,281,255                              | (795,769)                             | 1,485,486                              |
| 303  | CSIP Debt Service   |      | 770,672                      | -                                       | -                                     | 770,672                                | -                                     | 770,672                                |
| 313  | SVWP Debt Service   |      | 1,036,745                    | -                                       | 6,543                                 | 1,043,288                              | -                                     | 1,043,288                              |
| 426  | Interlake Tunnel    |      | 209,431                      | (336,143)                               | (60,977)                              | 148,454                                | (116,562)                             | 31,892                                 |
|      | Agency Fund Totals  |      | <b>20,816,728</b>            |   | <b>(1,027,160)</b>                    | <b>19,789,568</b>                      | <b>(3,743,943)</b>                    | <b>16,045,625</b>                      |

**Table 17 Agency's Assigned Fund Balances Summary**

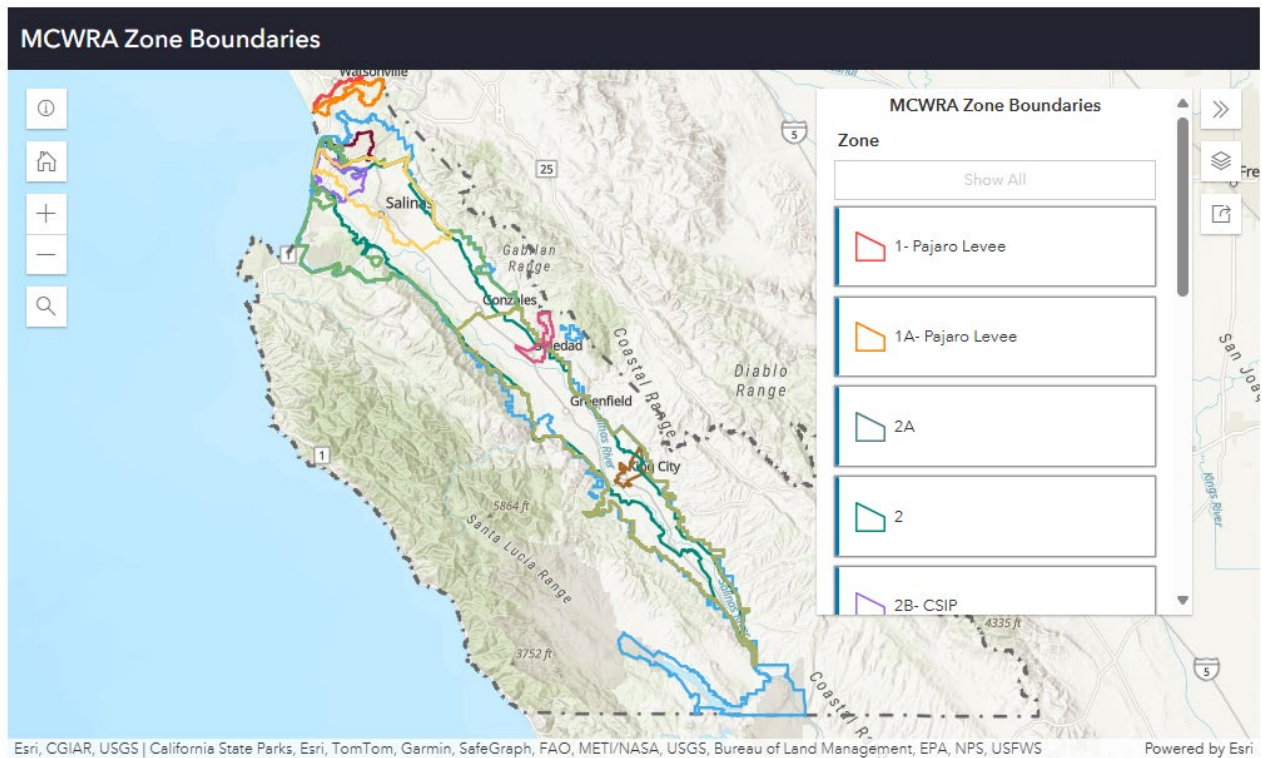
| Fund | Fund Name           | BSA  | Description                | FY26 Estimated Ending Balance |
|------|---------------------|------|----------------------------|-------------------------------|
| 111  | Administration Fund | 3066 | Canyon Del Rey Improvement | 12,200                        |
| 116  | Dam Operations      | 3115 | Cloud Seeding Reserve      | 125,000                       |
| 116  | Dam Operations      | 3123 | Capital Project            | 840,000                       |
| 122  | Reclamation Ditch   | 3115 | Markeley Swamp Reserve     | 245,158                       |
| 131  | CSIP Operations     | 2569 | USBR Loan Reserve          | 254,187                       |



## AGENCY ZONE MAPS

An interactive map displaying Agency's Zone boundaries is available on Agency's website:

<https://www.countyofmonterey.gov/government/government-links/water-resources-agency/about/assessment-zones>





# County of Monterey

## Item No.2

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRAG 25-032

March 17, 2025

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Closed Session under Government Code section 54950, relating to the following items:

- a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.
- b. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
- c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

Pajaro River Cases: *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz case: 23CV03022).

*Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.*



# County of Monterey

## Item No.3

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-033**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of February 18, 2025 and Special Board of Directors Meeting Action Minutes of February 18, 2025.

# County of Monterey

*Cayenne Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Minutes

**Tuesday, February 18, 2025**

**8:30 AM**

### **SPECIAL MEETING**

**Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or Cayenne Room, 1441 Schilling Place, Salinas, Ca 93901**

## **Water Resources Agency Board of Directors**

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
John Baillie  
Jon Conatser*

**Participation in meetings:**

**You may attend the Board of Directors meeting through the following methods:**

**1. You may attend in person**

**2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>**

**3. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/99769079850>**

**OR to participate by phone call any of these numbers below:**

**+1 669 900 6833 US (San Jose)**

**+1 346 248 7799 US (Houston)**

**+1 312 626 6799 US (Chicago)**

**+1 929 205 6099 US (New York)**

**+1 253 215 8782 US**

**+1 301 715 8592 US**

**Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.**

**You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push \*9 on your keypad.**

**PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE BOARD OF DIRECTORS MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

**4. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting.. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.**

**Participacion en Reuniones:**

Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:

1. Podar asistir personalmente a la reunion; o,
2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>
3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/997%206907%209850)

O para participar for teléfono, llame a cualquiera de los números a continuación:

+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US

Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione \*9 en su teclado.

**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI EL FEED DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN DE LA JUNTA DIRECTIVA PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) Para ayudar al Secretario a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

**Call to Order at 8:30 A.M.**

The meeting was called o order at 8:31 A.M.

**Roll Call**

**Present:** Mike LeBarre, Matt Simis (arrived at 8:33 a.m.), Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Jason Smith, John Baillie, Jon Conatser.

**Absent:** Mike Scattini

**Public Comments on Closed Session Items**

None

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.

*Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.*

**Recess to Closed Session**

**Reconvene Meeting at 9:00 A.M.**

The meeting reconvened at 9:01 a.m.

**Pledge of Allegiance**

**Public Comment**

None

**Appointments**

The Board of Director Chair appointed the Committee Members for the Basin Management Advisory Committee: David Bunn (Pressure Subarea), Richard Ortiz (Forebay Subarea), Robin Lee (East Side Subarea), Patrick Breen - MCWD (Public at Large), Marc Kelley (Public at Large), Sophia Wendt - Cal Water(Upper Valley Subarea), Mike McCollough - M1W (Public at Large)

2. Appoint committee members to the Monterey County Water Resources Agency Basin Management Advisory Committee.

**Public Comment**

None

**Consent Calendar**

Upon Motion by Director Ken Ekelund and Second by Deidre Sullivan the Board approved the Consent Calendar.

**Ayes:** Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Jason Smith, Jon Conatser

**Noes:** None.

**Absent:** Mike Scattini.

**Abstained:** John Baillie.

**Recused:** None.

**Board of Director Comments:** None.

**Public Comments:** None.

3. Approve the Action Minutes of January 21, 2025.

**Attachments:**     [draft BOD Minutes January 21, 2025](#)

4. Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report.  
(Staff: Nan K. Kim)

**Attachments:**     [Board Report](#)  
                             [FY24 WRA FY24 Financials Final](#)  
                             [Board Order](#)

5. Authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and authorize the General Manager to execute up to two no-cost amendments to the Agreement. (Staff: Amy Woodrow)

**Attachments:**     [Board Report](#)  
                             [Resolution No. 24-311](#)  
                             [Funding Agreement Number 4600015952](#)  
                             [Professional Service Agreement](#)  
                             [Board Order](#)

6. Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act.  
(Staff: Ara Azhderian)



**Attachments:**    [Board Report](#)  
[ACWA FAC Memo RE: HR471 Fix Our Forests Act 01.23.2025](#)  
[Bill HR471 Fix Our Forests Act Westerman et al](#)  
[DRAFT LTR WRA Fix Our Forests Act \(HR 471\) Padilla-Schiff](#)  
[DRAFT LTR WRA Fix Our Forests Act \(HR 471\) Panetta-Lofgren](#)  
[Board Order](#)

7. Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act. (Staff: Ara Azhderian)

**Attachments:**    [Board Report](#)  
[ACWA FAC Memo RE HR338 Every Drop Counts Act 01.23.2025](#)  
[DRAFT HR338 the Every Drop Counts Act Costa et al](#)  
[DRAFT LTR WRA Every Drop Counts Act \(HR 338\) Panetta-Lofgren](#)  
[Board Order](#)

8. Approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project (Project). (Staff: Peter Kwick)

**Attachments:**    [Board Report](#)  
[Draft Professional Service Agreement](#)  
[Board Order](#)

9. Approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch. (Staff: Jason Demers)

**Attachments:**    [Board Report](#)  
[Amendment No. 1 Don Chapin \(Blanco Culvert \\$126k\)](#)  
[Board Order](#)

10. Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1. (Staff: Peter Vannerus)

**Attachments:**    [Board Report](#)  
[Original Agreement](#)  
[Amendment No. 1](#)  
[Board Order](#)

11. Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026. (Staff: Ara Azhderian)

**Attachments:**     [Board Report](#)  
                              [Board Order](#)

12. Authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to increase the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan. (Staff: Shaunna Murray)

**Attachments:**     [Board Report](#)  
                              [SVBGSA R1 Subgrant Agreement](#)  
                              [Amend #1 SVBGSA R1 Subgrant Agreement](#)  
                              [Amend #2 SVBGSA R1 Subgrant Agreement](#)  
                              [Request Amend #3 SVBGSA R1 Subgrant Agreement](#)  
                              [Board Order](#)

13. Authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement. (Staff: Shaunna Murray)

**Attachments:**     [Board Report](#)  
                              [SGM R2 Subgrant Agreement MCWRA](#)  
                              [SGM R2 Amendment1 Exhibits A thru C](#)  
                              [Board Order](#)

### **Information Items**

14. 2024 Annual Groundwater Elevation Contours and Cumulative Change Chart. (Staff: Guillermo Diaz-Moreno)

**Attachments:**     [2024 Annual GWL Contours](#)

15. Reservoir Storage Release Update. (Staff: Chris Calderon and Peter Kwick)

**Attachments:**     [Reservoir Storage Release Update Report](#)

### **Board of Directors Comments**

Adjournment

The meeting adjourned at 9:06 A.M.

# County of Monterey

*Cayenne Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Minutes

**Tuesday, February 18, 2025**

**9:30 AM**

**IN-PERSON SPECIAL MEETING - STRATEGIC PLANNING WORKSHOP**

**Cayenne Room, 1441 Schilling Place, Salinas, Ca 93901**

### **Water Resources Agency Board of Directors**

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
John Baillie  
Jon Conatser*

1. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting.. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) or <mailto:WRAPubliccomment@countyofmonterey.gov>. In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

2. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) o <mailto:WRAPubliccomment@countyofmonterey.gov>. Para ayudar al Secretario a identificar el artículo de la agenda relacionado con su comentario, por favor indique en la línea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

### **Roll Call**

Present: Mike LeBarre, Matt Simis (arrived at 8:33 a.m.), Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Jason Smith, John Baillie, Jon Conatser.  
Absent: Mike Scattini

### **Public Comments on items not on today's agenda.**

None.

### **Scheduled Items**

Board of Director Comments: Mike LeBarre, Chair.  
Staff Comments: Peter Kwiek.

1. Hold a workshop to review the Monterey County Water Resources Agency Strategic Plan Update.

**Attachments:**     [MCWRA Strategic Plan 2025 Workbook](#)

### **Public Comments**

None.

### **Adjournment**

The meeting adjourned for a lunch break at 12:30 p.m., meeting reconvened at 1:06 p.m. The meeting adjourned at 3:08 p.m.



# County of Monterey

## Item No.4

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRAG 25-034

March 17, 2025

Introduced: 3/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.  
(Staff: Jason Demers)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.

#### SUMMARY/DISCUSSION:

On January 19, 2022, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with Industrial Machine Shop for providing machining, fabrication and repair services related to Agency facilities and equipment in the amount of \$90,000. The scope of work under this Agreement includes the fabrication of custom parts; welding existing equipment and parts; and the repair of valves, motors, and pump components. Industrial Machine Shop provides critical routine and as-needed services necessary to maintain good working condition of the various Agency facilities and equipment.

On April 18, 2022, the Board of Directors approved Amendment 1 to this agreement for a time extension through June 30, 2027, and to increase the amount payable by \$200,000 to a not to exceed total of \$290,000.

The winter storms of 2022-23 resulted in heavy use and damage of Agency facilities and equipment including pumping stations on the Reclamation Ditch. Agency staff completed repairs on most of these facilities over the summer and fall, relying heavily on Industrial Machine Shop for repair of critical equipment. Agency flood conveyance infrastructure including Reclamation Ditch pumping stations were put to use again as a result of December 2023 rain events resulting in the unexpected failure of critical equipment at one pumping station, necessitating emergency repairs.

On January 16, 2024, the Board of Directors approved Amendment No. 2 to increase the amount payable by \$250,000 to a not-to-exceed total of \$540,000 to accommodate emergency equipment

repairs and ongoing services for machining, fabrication and repair services related to Agency facilities and equipment.

Amendment No. 3 is to increase the amount payable by \$250,000 to a not-to-exceed total of \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment.

Activities related to this action meet the Agency's Strategic Plan Goal A: Infrastructure Maintenance, Strategy 1: perform a conditions assessment for all facilities, determine which facilities should be replaced and which repaired, and prioritize service levels. This activity is related to various Agency projects and programs.

OTHER AGENCY INVOLVEMENT:

At their March 7, 2025 meeting, the Monterey County Water Resources Agency Finance Committee recommended approval of Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000.

FINANCING:

As-needed work performed under this agreement will be conducted in accordance with approved Agency budgets with expenses being assigned to relevant Agency Funds.

Prepared by: Jason Demers, Senior Water Resources Engineer, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Original Agreement for Services
2. Amendment No. 3
3. Board Order



# County of Monterey

Item No.

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FINANCING:

As-needed work performed under this agreement will be conducted in accordance with approved Agency budgets with expenses being assigned to relevant Agency Funds.

Prepared by: Jason Demers, Senior Water Resources Engineer, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Original Agreement for Services
2. Amendment No. 3
3. Board Order

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Industrial Machine Shop  
**AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Industrial Machine Shop, a                      corporation, hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:

As needed machining, fabrication and repair services for Agency facilities and related equipment.
  - (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.
2. Term of Agreement. The term of this Agreement shall begin on January 1, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2024, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is  
Ninety Thousand Dollars

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(\$ 90,000.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's



action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section

3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required



endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique



qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.



21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be  
\_\_\_\_\_  
Kyle Wilson

Agency's designated administrator of this Agreement shall be  
\_\_\_\_\_  
Charles Lingenfelter

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

| TO AGENCY   | TO CONTRACTOR                               |
|---|---|
| Name: Charles Lingenfelter  | Name: Kyle Wilson                           |
| Address: 1441 Schilling Place - North Building<br>Salinas, CA 93901 | Address: 805 Vertin Ave., Salinas, Ca 93901 |
| Telephone: 831.755.4860   | Telephone: 831.424.3471                     |
| Fax: 831.424.7935   | Fax:  |
| E-Mail: lingenfelterca@co.monterey.ca.us                            | E-Mail: imssalinas@yahoo.com                |

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. 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 agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:  
Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Payment Provisions  
Exhibit C - Deliverables  
Exhibit D -
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Industrial Machine Shop  
**AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY: 

Brent Buche  
General Manager

Date: E-signed 1/19/2022

**CONTRACTOR:**

BY: 

Type Name: Kyle Wilson

Title: Manager

Date: 1/10/2022

BY:

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT A**  
**SCOPE OF WORK/WORK SCHEDULE**

As needed machining, fabrication and repair services for Agency facilities and related equipment:

Trimming pump impellers

Fabrication of custom parts

Modification of existing parts

Valve repairs

Re-facing/resurfacing parts

Welding services

Electrical motor repair and rewinding.



**EXHIBIT B**  
**PAYMENT PROVISIONS**

Fee Schedule for the work listed on Exhibit A - Scope of Work:

\$100/ per hour

\$150/ per hour for overtime and Saturday/Sunday work

## **EXHIBIT C**

### **DELIVERABLES**

#### **Required Document Formats**

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report  
one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

**AMENDMENT NO. 3  
TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
INDUSTRIAL MACHINE SHOP**

**THIS AMENDMENT NO. 3** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Industrial Machine Shop (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2022, Amendment No. 1 on May 17, 2022, and Amendment No. 2 on January 23, 2024, (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$250,000, for a total contract amount not to exceed \$790,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 3 Payments to CONTRACTOR; maximum liability to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the CONTRACTOR under this contract is **Seven Hundred Ninety Thousand Dollars (\$790,000.00)**.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

***This section intentionally left blank.***



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
General Manager

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

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Chief Assistant County Counsel

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

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

By: \_\_\_\_\_  
Administrative Analyst

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

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

Industrial Machine Shop

\*Contractor Business Name

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Title: \_\_\_\_\_  
(Print Name and Title)

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Title: \_\_\_\_\_  
(Print Name and Title)

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Amendment No. 3 Industrial Machine Shop \$90K



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_

**APPROVE AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES WITH INDUSTRIAL MACHINE SHOP TO INCREASE THE DOLLAR AMOUNT BY \$250,000 FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$790,000 TO ACCOMMODATE EMERGENCY REPAIRS AND AS-NEEDED FABRICATION AND REPAIR SERVICES RELATED TO AGENCY FACILITIES AND EQUIPMENT; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 3.**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.

PASSED AND ADOPTED on this **17th** day of **March 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

---

BY: Mike LeBarre, Chair  
Board of Directors

---

ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.5

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRAG 25-035

March 17, 2025

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Ratify Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

(Staff: Guillermo Alvarez)

#### RECOMMENDATION:

It is recommended that the Board of Directors of the Monterey County Water Resources Agency:

Ratify Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

#### SUMMARY/DISCUSSION:

During the winter storms of January 2023, Nacimiento Dam suffered erosion damage at the Spillway's Plunge Pool and at multiple locations along the Nacimiento Dam Hydro-Plant's South Access Road at multiple locations. An Agreement for Professional Services with GEI Consultants Inc. to perform emergency repair and protection of the Nacimiento Dam spillway plunge pool banks, was approved by the Board of Directors on February 2, 2023, in an amount not to exceed \$200,000.

Amendment No. 1 to the services agreement was approved by the Board of Directors on May 15, 2023, to increase the amount payable on contract \$170,000, for total contract amount of \$370,000. The Board of Directors approved Amendment No. 2 to the services agreement with GEI Inc., increased the amount payable on contract by \$70,000, for a contract not-to-exceed amount of \$440,000. The Board of Directors approved Amendment No.3 to the services agreement with GEI will increase the value of the contract by \$156,000, and adjust the contract's Fee Schedule, increasing the hourly labor rates according to the Direct Labor Rate schedule.

FEMA has authorized \$1.1 mil for repair of damages at the South Access Road. The Agency intends to release the RFP for construction in May 2025. Construction of repairs is estimated at \$450,000. The Agency will be reimbursed for all costs associated with design, construction management, and construction of the repairs per the FEMA authorization.

Amendment No. 4 of the agreement for Professional Services with GEI Consultants, Inc., will extend the term of the contract to June 30, 2027, allowing GEI to provide engineering services through completion

of the planned repairs to the Nacimiento Dam Hydro-Plant's South Access Road.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements).

County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:

Fund 116-Nacimiento (FEMA reimbursement authorized)

Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Amendment No. 4
2. Agreement for Professional Services
3. Amendment Nos. 1, 2 and 3
4. Board Order



# County of Monterey

Item No.

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRAG 25-035

March 17, 2025

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### RECOMMENDATION:

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Ratify Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

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FEMA has authorized \$1.1 mil for repair of damages at the South Access Road. The Agency intends to release the RFP for construction in May 2025. Construction of repairs is estimated at \$450,000. The Agency will be reimbursed for all costs associated with design, construction management, and construction of the repairs per the FEMA authorization.

Amendment No. 4 of the agreement for Professional Services with GEI Consultants, Inc., will extend the term of the contract to June 30, 2027, allowing GEI to provide engineering services

through completion of the planned repairs to the Nacimiento Dam Hydro-Plant's South Access Road.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements).

County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:

Fund 116-Nacimiento (FEMA reimbursement authorized)

Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Amendment No. 4
2. Agreement for Professional Services
3. Amendment Nos. 1, 2 and 3
4. Board Order

**AMENDMENT NO. 4  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 4** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023, processed Amendment No. 1 on February 13, 2023, Amendment No. 2 on April 2, 2024 and Amendment No. 3 on February 13, 2025 (hereinafter, “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to June 30, 2027, to continue providing services identified in the Agreement; and

**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 2, “**Term of Agreement**”, to read as follows:

Term of Agreement. The term of this Agreement shall begin on **January 1, 2023**, by CONTRACTOR and Agency, and will terminate on **June 30, 2027**, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT dated January 1, 2023.

*This section intentionally left blank*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

*Ara Ayhderian*  
1F182FFB49A2435...  
General Manager

Dated: 2/19/2025 | 10:42 AM PST

Approved as to Fiscal Provisions:

*Jennifer Forsyth*  
4E7E657875454AE...  
Deputy Auditor/Controller

Dated: 2/14/2025 | 4:26 PM PST

Approved as to Liability Provisions:

Risk Management  
Dated:

Approved as to Form:

*Kelly L. Doulon*  
1FFF9CC4BAC44AF...  
Chief Assistant County Counsel

Dated: 2/14/2025 | 3:52 PM PST

CONTRACTOR: GEI Consultants, Inc.

DocuSigned by:  
*William Rettberg*  
By: 11F9B292EC63401...  
Signature of Chair, President, or  
Vice-President

william Rettberg Sn. VP  
Printed Name and Title

Dated: 2/14/2025 | 2:48 PM PST

Signed by:  
*Mark Freitas*  
By: 92D55070D9CC470...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Mark Freitas Vice President  
Printed Name and Title

Dated: 2/14/2025 | 2:51 PM PST

Signed by:  
*Trent Hill*  
30922505678A4ED...  
Trent Hill SENIOR ADMINISTRATIVE ANALYST  
2/18/2025 | 12:23 PM PST

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, Oakland CA 94612 hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:  
Engineering, construction, and environmental services related to 2023 storm repair work at Agency facilities.
  - (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.
2. Term of Agreement. The term of this Agreement shall begin on January 1, 2023 by CONTRACTOR and Agency, and will terminate on December 31, 2024, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is two hundred thousand dollars.

(\$ 200,000.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full

force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 6. Insurance.

6.1 Evidence of Coverage:  
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).** The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99.**

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be

deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be

Mr. William Rettberg

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

| TO AGENCY  |  | TO CONTRACTOR |   |
|------------|--|---------------|---|
| Name:      | Mr. Chris Moss                                   | Name:         | Mr. William Rettberg                          |
| Address:   | 1441 Schilling Place - N. Bldg, Salinas CA 93901 | Address:      | 180 Grand Avenue, Suite 950, Oakland CA 94612 |
| Telephone: | 831-755-4860                                     | Telephone:    | 510-910-2201                                  |
| Fax:       | 831-424-3579                                     | Fax:          | -----   |
| E-Mail:    | mosscc@co.monterey.ca.us                         | E-Mail:       | wrettberg@geiconsultants.com                  |

28. Federal Emergency Management Agency ("FEMA") Contract Provisions. The FEMA Standard Provisions and Funding Requirements contract provisions attached in Exhibit C are hereby incorporated by this reference.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. 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 agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Payment Provisions

Exhibit C - FEMA Standard Provisions and Funding Requirements

32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:


**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
DocuSigned by:  
631A724G33274BD...

Lew Bauman  
Interim General Manager

Date: 2/13/2023 | 8:27 AM PST

**CONTRACTOR:**

BY: 

Type Name: William Rettberg

Title: Senior Vice President

Date: 2/10/2023

BY: 

Type Name: Mark Freitas

Title: Vice President

Date: 2/10/2023

\* 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.


\*\*\*\*\*

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

DocuSigned by:  
  
22D690CA05A940B...  
Assistant County Counsel

Dated: 2/10/2023 | 1:30 PM PST

Approved as to fiscal provisions:

DocuSigned by:  
  
A59152E49ADC476...  
Administrative Analyst

Dated: 2/10/2023 | 4:46 PM PST

County Counsel – Risk Manager:

Dated: \_\_\_\_\_

DocuSigned by:  
  
4E7E657875454AE...

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

Dated: 2/10/2023 | 4:41 PM PST

<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 A

### SCOPE OF WORK / WORK SCHEDULE

#### **NACIMIENTO DAM SPILLWAY PLUNGE POOL REPAIR AND PROTECTIVE MEASURES PROJECT**

Storm events during January 2023 resulted in the rapid filling of Nacimiento reservoir requiring spillway discharges up to approximately 3,000 cfs causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank would help stabilize the area and help prevent future erosion towards the spillway, and towards an existing PG&E power pole located on the left bank. Rock protection in two unprotected areas on the right bank would also help stabilize the right bank slopes, helping prevent future erosion towards the toe of Nacimiento Dam.

GEI Consultants, Inc. (Contractor) will perform the services below in support of repair and protective measures installation. Payment shall be in accordance with Exhibit B.

#### **1. ENGINEERING SERVICES**

Design of emergency repair and protective measures.

**Deliverables:** Technical Memorandum, drawings, specifications, cost estimate, and estimated construction schedule.

#### **2. CONSTRUCTION SERVICES**

Services during construction of emergency repair and protective measures, which may include but are not limited to, onsite construction inspection, construction progress photography, review and approval of daily contractor work report, weekly construction progress meeting coordination, attendance and meeting minutes preparation, weekly construction progress report, contractor change order preparation, field order preparation, substantial completion inspection, punch list development, final inspection, construction contract invoice payment review and recommendation, after-action report preparation for submittal to State and Federal agencies, and record keeping necessary to comply with construction contract and project permit requirements.

#### **3. ENVIRONMENTAL SERVICES**

Perform environmental services which may include but is not limited to, monitoring, reporting, project mitigation plan preparation, project mitigation installation, and other activities necessary to comply with project permits and applicable regulations.

#### **4. PROJECT MANAGEMENT ASSISTANCE**

Assist Agency with project management, coordination of personnel and activities necessary to complete Engineering Services, Construction Services and Environmental Services.

### **GENERAL ENGINEERING SERVICES**

Upon request of Agency, Contractor will perform services for Agency owned facilities on an as needed basis. For such services, Agency will provide a Scope of Work, Schedule, and deliverables in writing, and agreed to in writing by Contractor (email will suffice for this purpose). Services may include, but are not limited to surveying, engineering, geotechnical services, construction management, inspection, environmental and permitting services. Subcontractors shall be approved by the Agency. Payment shall be in accordance with Exhibit B.

### **WORK SCHEDULE**

Work schedule shall be determined by Agency in consultation with Contractor.

## EXHIBIT B

### PAYMENT PROVISIONS

#### **PAYMENT:**

For the Scope of Work described in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$200,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedules herein, times the number of hours worked by the personnel. Environmental services billing rates are shown in Table 1. All other labor billing rates are shown in Table 2.

**Other Direct Costs:** Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

**Sub-Contractor Mark-up** is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

#### **DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedules (Tables 1 and 2) herein are effective beginning January 1, 2023. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

**Table 1. Environmental Services Labor Rate Schedule**

| <u>Personnel Category</u>                        | <i>Hourly Billing Rate</i><br><u>\$ per hour</u> |
|--|--|
| Staff Professional – Grade 1                     | \$ 100   |
| Staff Professional – Grade 2                     | \$ 118   |
| Project Professional – Grade 3                   | \$ 131   |
| Project Professional – Grade 4                   | \$ 159   |
| Senior Professional – Grade 5                    | \$ 182   |
| Senior Professional – Grade 6                    | \$ 208 - \$ 228                                  |
| Senior Professional – Grade 7                    | \$ 269   |
| Senior Consultant – Grade 8                      | \$ 299 - \$ 309                                  |
| Senior Consultant – Grade 9                      | \$ 311   |
| Senior Principal – Grade 10                      | \$ 312   |
| -----  |  |
| Senior Drafter and Designer                      | \$ 161   |
| Drafter / Designer and Senior Technician         | \$ 131   |
| Field Professional                               | \$ 119   |
| Technician, Word Processor, Administrative Staff | \$ 94  |
| <u>Office Aide</u>                               | <u>\$ 93</u>                                     |

**Table 2. All Other Labor Rate Schedule**

| <u>Personnel Category</u>                        | <i>Hourly Billing Rate</i><br><u>\$ per hour</u> |
|--|--|
| Staff Professional – Grade 1                     | \$ 141   |
| Staff Professional – Grade 2                     | \$ 156   |
| Project Professional – Grade 3                   | \$ 171   |
| Project Professional – Grade 4                   | \$ 191   |
| Senior Professional – Grade 5                    | \$ 226   |
| Senior Professional – Grade 6                    | \$ 257   |
| Senior Professional – Grade 7                    | \$ 306   |
| Senior Consultant – Grade 8                      | \$ 342   |
| Senior Consultant – Grade 9                      | \$ 417   |
| Senior Principal – Grade 10                      | \$ 417   |
| -----  |  |
| Senior Drafter and Designer                      | \$ 171   |
| Drafter / Designer and Senior Technician         | \$ 156   |
| Field Professional                               | \$ 128   |
| Technician, Word Processor, Administrative Staff | \$ 127   |
| <u>Office Aide</u>                               | <u>\$ 99</u>                                     |

**INVOICES:**

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

**NOTIFICATION:**

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.



## **EXHIBIT C**

### **FEMA STANDARD PROVISIONS AND FUNDING REQUIREMENTS**

The Agreement may be funded in part by the federal grant funding received by the Monterey County Water Resources Agency (“AGENCY”) from the Federal Emergency Management Agency (“FEMA”), which is part of the United States Department of Homeland Security (“DHS”). Therefore, CONTRACTOR must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the CONTRACTOR’s performance of the work or services covered by the Agreement (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Agreement and the Agreement shall be read and enforced as though such federal laws and regulations were included therein. Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY request that would cause the AGENCY to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Agreement shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Agreement shall remain in full force and effect. In addition, the CONTRACTOR agrees to the following specific provisions:

#### **1.01 Debarment**

1. The CONTRACTOR and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The AGENCY will insure the CONTRACTOR and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing the Contract and/or subsequent Job Orders.

#### **1.02 Cost Plus Percentage Not Allowed**

1. Notwithstanding any provisions in the Agreement to the contrary, the CONTRACTOR and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on subcontractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

#### **1.03 Additional Federal Contracting Requirements**

1. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of

October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. The CONTRACTOR must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
3. The CONTRACTOR must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
4. The CONTRACTOR must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
5. The CONTRACTOR must comply with Title VIII of the Civil Rights Act of 1968, which prohibits CONTRACTORS from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
6. The CONTRACTOR must comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
7. The CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  - a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
8. The CONTRACTOR must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
9. The CONTRACTOR must provide reporting as specified in the plans, specifications and deliverables section of the Agreement.

10. The AGENCY shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
11. The AGENCY shall have copyrights and rights respective to any data which arises or is developed in the course of or under such Agreement.
12. The AGENCY, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
13. The CONTRACTOR must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
14. The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
15. The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
16. The CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
17. The AGENCY is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the CONTRACTOR's compliance with the terms of the Agreement.
18. The CONTRACTOR must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Agreement.
19. If the CONTRACTOR collects PII (Personally Identifiable Information) in connection with the

Project, the CONTRACTOR is required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

20. The CONTRACTOR must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
21. The CONTRACTOR must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 38013812 which details the administrative remedies for false claims and statements made.
22. The CONTRACTOR must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
23. The CONTRACTOR must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
24. The CONTRACTOR must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the CONTRACTOR to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
25. Unless otherwise provided by law, the CONTRACTOR is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* The CONTRACTOR is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
26. The CONTRACTOR must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

27. The CONTRACTOR must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
28. The CONTRACTOR must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
29. The CONTRACTOR must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or until the CONTRACTOR receives final payment, whichever is later, as required by 2 C.F.R. Part 25.
30. The CONTRACTOR must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
31. The CONTRACTOR must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
32. The CONTRACTOR must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
33. The CONTRACTOR must acknowledge and agree—and require any sub-CONTRACTORS, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
- a. The CONTRACTOR must cooperate with any compliance review or complaint investigation conducted by DHS;
  - b. The CONTRACTOR must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;

- c. The CONTRACTOR must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
- d. The CONTRACTOR must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
- e. If, during the past three years, the CONTRACTOR has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the CONTRACTOR must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the CONTRACTOR, or the CONTRACTOR settles a case or matter alleging such discrimination, the CONTRACTOR must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

The United States has the right to seek judicial enforcement of these obligations.

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc.,  
a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, Oakland CA 94612 hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:  
Engineering, construction, and environmental services related to 2023 storm repair work at Agency facilities.
  - (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.
2. Term of Agreement. The term of this Agreement shall begin on January 1, 2023 by CONTRACTOR and Agency, and will terminate on December 31, 2024, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is two hundred thousand dollars.

(\$ 200,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full



force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

- 5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

- 5.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 6. Insurance.

- 6.1 Evidence of Coverage:  
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).** The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99.**

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be

deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be

Mr. William Rettberg

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

| TO AGENCY  |  | TO CONTRACTOR |   |
|------------|--|---------------|---|
| Name:      | Mr. Chris Moss                                   | Name:         | Mr. William Rettberg                          |
| Address:   | 1441 Schilling Place - N. Bldg, Salinas CA 93901 | Address:      | 180 Grand Avenue, Suite 950, Oakland CA 94612 |
| Telephone: | 831-755-4860                                     | Telephone:    | 510-910-2201                                  |
| Fax:       | 831-424-3579                                     | Fax:          | -----   |
| E-Mail:    | mosscc@co.monterey.ca.us                         | E-Mail:       | wrettberg@geiconsultants.com                  |

28. Federal Emergency Management Agency ("FEMA") Contract Provisions. The FEMA Standard Provisions and Funding Requirements contract provisions attached in Exhibit C are hereby incorporated by this reference.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. 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 agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Payment Provisions

Exhibit C - FEMA Standard Provisions and Funding Requirements

32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.



**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:  DocuSigned by:  
631A724G33274BD...

Lew Bauman  
Interim General Manager

Date: 2/13/2023 | 8:27 AM PST

**CONTRACTOR:**

BY: 

Type Name: William Rettberg

Title: Senior Vice President

Date: 2/10/2023

BY: 

Type Name: Mark Freitas

Title: Vice President

Date: 2/10/2023

\* 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.

\*\*\*\*\*

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

DocuSigned by:  
  
22D690CA05A940B...  
Assistant County Counsel

Dated: 2/10/2023 | 1:30 PM PST

Approved as to fiscal provisions:

DocuSigned by:  
  
A59152E49ADC476...  
Administrative Analyst

Dated: 2/10/2023 | 4:46 PM PST

County Counsel – Risk Manager:

Dated: \_\_\_\_\_

DocuSigned by:  
  
4E7E657875454AE...

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

Dated: 2/10/2023 | 4:41 PM PST

<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 A

### **SCOPE OF WORK / WORK SCHEDULE**

#### **NACIMIENTO DAM SPILLWAY PLUNGE POOL REPAIR AND PROTECTIVE MEASURES PROJECT**

Storm events during January 2023 resulted in the rapid filling of Nacimiento reservoir requiring spillway discharges up to approximately 3,000 cfs causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank would help stabilize the area and help prevent future erosion towards the spillway, and towards an existing PG&E power pole located on the left bank. Rock protection in two unprotected areas on the right bank would also help stabilize the right bank slopes, helping prevent future erosion towards the toe of Nacimiento Dam.

GEI Consultants, Inc. (Contractor) will perform the services below in support of repair and protective measures installation. Payment shall be in accordance with Exhibit B.

#### **1. ENGINEERING SERVICES**

Design of emergency repair and protective measures.

**Deliverables:** Technical Memorandum, drawings, specifications, cost estimate, and estimated construction schedule.

#### **2. CONSTRUCTION SERVICES**

Services during construction of emergency repair and protective measures, which may include but are not limited to, onsite construction inspection, construction progress photography, review and approval of daily contractor work report, weekly construction progress meeting coordination, attendance and meeting minutes preparation, weekly construction progress report, contractor change order preparation, field order preparation, substantial completion inspection, punch list development, final inspection, construction contract invoice payment review and recommendation, after-action report preparation for submittal to State and Federal agencies, and record keeping necessary to comply with construction contract and project permit requirements.

#### **3. ENVIRONMENTAL SERVICES**

Perform environmental services which may include but is not limited to, monitoring, reporting, project mitigation plan preparation, project mitigation installation, and other activities necessary to comply with project permits and applicable regulations.

#### **4. PROJECT MANAGEMENT ASSISTANCE**

Assist Agency with project management, coordination of personnel and activities necessary to complete Engineering Services, Construction Services and Environmental Services.

**GENERAL ENGINEERING SERVICES**

Upon request of Agency, Contractor will perform services for Agency owned facilities on an as needed basis. For such services, Agency will provide a Scope of Work, Schedule, and deliverables in writing, and agreed to in writing by Contractor (email will suffice for this purpose). Services may include, but are not limited to surveying, engineering, geotechnical services, construction management, inspection, environmental and permitting services. Subcontractors shall be approved by the Agency. Payment shall be in accordance with Exhibit B.

**WORK SCHEDULE**

Work schedule shall be determined by Agency in consultation with Contractor.

## EXHIBIT B

### PAYMENT PROVISIONS

#### **PAYMENT:**

For the Scope of Work described in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$200,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedules herein, times the number of hours worked by the personnel. Environmental services billing rates are shown in Table 1. All other labor billing rates are shown in Table 2.

**Other Direct Costs:** Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

**Sub-Contractor Mark-up** is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

#### **DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedules (Tables 1 and 2) herein are effective beginning January 1, 2023. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

**Table 1. Environmental Services Labor Rate Schedule**

| <u>Personnel Category</u>                        | <i>Hourly Billing Rate</i><br><u>\$ per hour</u> |
|--|--|
| Staff Professional – Grade 1                     | \$ 100   |
| Staff Professional – Grade 2                     | \$ 118   |
| Project Professional – Grade 3                   | \$ 131   |
| Project Professional – Grade 4                   | \$ 159   |
| Senior Professional – Grade 5                    | \$ 182   |
| Senior Professional – Grade 6                    | \$ 208 - \$ 228                                  |
| Senior Professional – Grade 7                    | \$ 269   |
| Senior Consultant – Grade 8                      | \$ 299 - \$ 309                                  |
| Senior Consultant – Grade 9                      | \$ 311   |
| Senior Principal – Grade 10                      | \$ 312   |
| -----  |  |
| Senior Drafter and Designer                      | \$ 161   |
| Drafter / Designer and Senior Technician         | \$ 131   |
| Field Professional                               | \$ 119   |
| Technician, Word Processor, Administrative Staff | \$ 94  |
| <u>Office Aide</u>                               | <u>\$ 93</u>                                     |

**Table 2. All Other Labor Rate Schedule**

| <u>Personnel Category</u>                        | <i>Hourly Billing Rate</i><br><u>\$ per hour</u> |
|--|--|
| Staff Professional – Grade 1                     | \$ 141   |
| Staff Professional – Grade 2                     | \$ 156   |
| Project Professional – Grade 3                   | \$ 171   |
| Project Professional – Grade 4                   | \$ 191   |
| Senior Professional – Grade 5                    | \$ 226   |
| Senior Professional – Grade 6                    | \$ 257   |
| Senior Professional – Grade 7                    | \$ 306   |
| Senior Consultant – Grade 8                      | \$ 342   |
| Senior Consultant – Grade 9                      | \$ 417   |
| Senior Principal – Grade 10                      | \$ 417   |
| -----  |  |
| Senior Drafter and Designer                      | \$ 171   |
| Drafter / Designer and Senior Technician         | \$ 156   |
| Field Professional                               | \$ 128   |
| Technician, Word Processor, Administrative Staff | \$ 127   |
| <u>Office Aide</u>                               | <u>\$ 99</u>                                     |

**INVOICES:**

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

**NOTIFICATION:**

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.

## **EXHIBIT C**

### **FEMA STANDARD PROVISIONS AND FUNDING REQUIREMENTS**

The Agreement may be funded in part by the federal grant funding received by the Monterey County Water Resources Agency (“AGENCY”) from the Federal Emergency Management Agency (“FEMA”), which is part of the United States Department of Homeland Security (“DHS”). Therefore, CONTRACTOR must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the CONTRACTOR’s performance of the work or services covered by the Agreement (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Agreement and the Agreement shall be read and enforced as though such federal laws and regulations were included therein. Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY request that would cause the AGENCY to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Agreement shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Agreement shall remain in full force and effect. In addition, the CONTRACTOR agrees to the following specific provisions:

#### **1.01 Debarment**

1. The CONTRACTOR and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The AGENCY will insure the CONTRACTOR and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing the Contract and/or subsequent Job Orders.

#### **1.02 Cost Plus Percentage Not Allowed**

1. Notwithstanding any provisions in the Agreement to the contrary, the CONTRACTOR and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on subcontractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

#### **1.03 Additional Federal Contracting Requirements**

1. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of

October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. The CONTRACTOR must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
3. The CONTRACTOR must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
4. The CONTRACTOR must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
5. The CONTRACTOR must comply with Title VIII of the Civil Rights Act of 1968, which prohibits CONTRACTORS from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
6. The CONTRACTOR must comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
7. The CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  - a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
8. The CONTRACTOR must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
9. The CONTRACTOR must provide reporting as specified in the plans, specifications and deliverables section of the Agreement.



10. The AGENCY shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
11. The AGENCY shall have copyrights and rights respective to any data which arises or is developed in the course of or under such Agreement.
12. The AGENCY, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
13. The CONTRACTOR must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
14. The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
15. The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
16. The CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
17. The AGENCY is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the CONTRACTOR's compliance with the terms of the Agreement.
18. The CONTRACTOR must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Agreement.
19. If the CONTRACTOR collects PII (Personally Identifiable Information) in connection with the

Project, the CONTRACTOR is required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

20. The CONTRACTOR must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
21. The CONTRACTOR must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 38013812 which details the administrative remedies for false claims and statements made.
22. The CONTRACTOR must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
23. The CONTRACTOR must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
24. The CONTRACTOR must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the CONTRACTOR to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
25. Unless otherwise provided by law, the CONTRACTOR is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* The CONTRACTOR is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
26. The CONTRACTOR must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

27. The CONTRACTOR must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
28. The CONTRACTOR must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
29. The CONTRACTOR must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or until the CONTRACTOR receives final payment, whichever is later, as required by 2 C.F.R. Part 25.
30. The CONTRACTOR must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
31. The CONTRACTOR must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
32. The CONTRACTOR must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
33. The CONTRACTOR must acknowledge and agree—and require any sub-CONTRACTORS, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
- a. The CONTRACTOR must cooperate with any compliance review or complaint investigation conducted by DHS;
  - b. The CONTRACTOR must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;

- c. The CONTRACTOR must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
- d. The CONTRACTOR must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
- e. If, during the past three years, the CONTRACTOR has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the CONTRACTOR must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the CONTRACTOR, or the CONTRACTOR settles a case or matter alleging such discrimination, the CONTRACTOR must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

The United States has the right to seek judicial enforcement of these obligations.

**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 February 13, 2023 (hereinafter "Agreement").

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

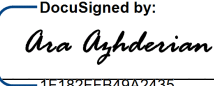
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **three hundred seventy thousand dollars (\$370,000)**, summarized below:

|           |                        |
|-----------|------------------------|
| \$200,000 | Original Agreement     |
| \$170,000 | <u>Amendment No. 1</u> |
| \$370,000 | Maximum Amount Payable |

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

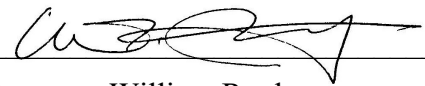
IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 1 to be executed as follows:

**MONTEREY COUNTY  
WATER RESOURCES AGENCY:**

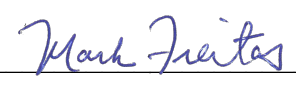
By:   
DocuSigned by:  
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 Ara Azhderian  
 General Manager

Date: 5/26/2023 | 8:52 AM PDT

**CONTRACTOR:**

By:   
 Type Name: William Rettberg  
 Title: Senior Vice President

Date: 5/8/2023

By:   
 Type Name: Mark Freitas  
 Title: Vice President  
 Date: 5/8/2023

\* 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.

**MCWRA – GEI Consultants, Inc.**  
**Amendment No. 1**


\* \* \* \* \*

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

DocuSigned by:  
  
22D690CA05A940B...  
Assistant County Counsel

Dated: 5/25/2023 | 11:43 AM PDT


Approved as to fiscal provisions:

DocuSigned by:  
  
A59152F49ADC476...  
Administrative Analyst

Dated: 5/26/2023 | 8:05 AM PDT

\_\_\_\_\_  
County Counsel – Risk Manager:

Dated: \_\_\_\_\_

DocuSigned by:  
  
E79EF64E57454F6...  
Auditor-Controller <sup>2</sup>:

Dated: 5/25/2023 | 1:52 PM 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

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

**WHEREAS**, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

**WHEREAS**, the Parties wish to amend the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 1, **“Employment of CONTRACTOR”** to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit D, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in Exhibit A and Exhibit D:

2. Amend Section 3, **“Payments to CONTRACTOR; maximum liability”**, to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit B - REVISED. The maximum amount payable to the contractor under this contract is Four Hundred Forty Thousand dollars (\$440,000).

|                        |                 |
|------------------------|-----------------|
| Original Agreement     | \$200,000       |
| Amendment No. 1        | \$170,000       |
| <u>Amendment No. 2</u> | <u>\$70,000</u> |
| Not to exceed total:   | \$440,000       |

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated January 1, 2023.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

DocuSigned by:

*Ara Ayhderian*

1F182FFB49A2435...

General Manager

Dated: 4/2/2024 | 1:16 PM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:

*Jennifer Forsyth*

4E7E637875454AE...

Deputy Auditor/Controller

Dated: 4/2/2024 | 10:59 AM PDT

*Approved as to Liability Provisions:*

Risk Management

Dated:

*Approved as to Form:*

DocuSigned by:

*Kelly L. Doulon*

22D690CA06A040B...

Assistant County Counsel

Dated: 4/2/2024 | 9:28 AM PDT

**CONTRACTOR**

DocuSigned by:

*Rob Fill*

By:

DD60805B6C5241C...

Signature of Chair, President, or  
Vice-President

Rob Fill

Senior Construction Manager

Printed Name and Title

Dated: 4/2/2024 | 9:18 AM PDT

By:

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Printed Name and Title

Dated:

DocuSigned by:

*Ezequiel Vega Rios*

7D289913E628402...

Ezequiel Vega Rios

County Budget Director Monterey County

4/2/2024 | 12:08 PM PDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



**EXHIBIT B - REVISED**  
**Payment Provisions**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

DIRECT LABOR RATE SCHEDULE:  
The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule GEI Consultants, Inc., Labor

| <u>Category</u>                   | <u>Rate/Hour</u> |
|-----------------------------------|------------------|
| Principal Engineer (Gr. 8) .....  | \$342            |
| Engineering Support (Gr. 8) ..... | \$342            |
| Engineering Support (Gr. 7) ..... | \$306            |
| Engineering Support (Gr. 6) ..... | \$257            |
| Engineering Support (Gr. 5) ..... | \$226            |
| Engineering Support (Gr. 3) ..... | \$171            |
| Support Administrative .....      | \$127            |

Exhibit B - REVISED  
Payment Provisions

Monterey County Water Resources Agency  
Labor and Direct Cost Estimate

MCWRA - Nacimiento PP Secondary Access Road

Nacimiento Hydroplant Secondary Access Road Repairs

|          |  | Labor Estimates           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         | Total Estimate |          |                |          |
|----------|--|---------------------------|-------|--------------------------|---------|---------------------------|---------|---------------------------|---------|---------------------------|----------|---------------------------|----------|---------------------|----------|----------------------|---------|----------------|----------|----------------|----------|
| Task No. | Description  | Rettberg                  |       | Sansone                  |         | Fill                      |         | Velasquez                 |         | Meyers                    |          | Tognolini                 |          | Subconsultants      |          | Admin                |         |                |          |                |          |
|          |  | Principle-in-Charge Gr. 8 |       | Engineering Support Gr.8 |         | Engineering Support Gr. 7 |         | Engineering Support Gr. 6 |         | Engineering Support Gr. 5 |          | Engineering Support Gr. 3 |          | Estimator, Surveyor |          | Document Preparation |         |                |          |                |          |
|          |  | Hrs                       | \$342 | Hrs                      | \$342   | Hrs                       | \$306   | Hrs                       | \$257   | Hrs                       | \$226    | Hrs                       | \$171    | Hrs                 |          | Hrs                  | \$127   | Hrs            | Labor    | Per Diem/ODC's | Total    |
| 1        | Review Project Details and Project Management                              |                           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         | 10             | \$2,774  |                | \$2,774  |
|          | Review Project Details and Coordinate Work                                 | 2                         | \$684 |                          |         | 6                         | \$1,836 |                           |         |                           |          |                           |          |                     |          | 2                    | \$254   | 10             | \$2,774  |                | \$2,774  |
| 2        | Complete Development of Plans and Specifications for Construction Contract |                           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         | 248            | \$63,470 | \$6,712        | \$70,182 |
|          | Completed Development of P&S for Construction Contract                     |                           |       | 8                        | \$2,736 |                           |         | 26                        | \$6,682 | 80                        | \$18,080 | 124                       | \$21,204 |                     | \$2,600  | 8                    | \$1,016 | 246            | \$52,318 | \$5,362        | \$57,680 |
|          | Perform Topographic Surveys and Establish Survey Control                   |                           |       | 2                        | \$684   |                           |         | 2                         | \$514   |                           |          | 2                         | \$342    |                     | \$9,000  |                      |         |                | \$10,540 | \$1,350        | \$11,890 |
|          |  |                           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         |                |          |                |          |
|          | QC/QA Review   |                           |       |                          |         | 2                         | \$612   |                           |         |                           |          |                           |          |                     |          |                      |         | 2              | \$612    |                | \$612    |
|          |  |                           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         |                |          |                |          |
| 3        | Provide Engineering Services During Construction                           |                           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         | 88             | \$20,262 | \$1,069        | \$21,331 |
|          | Review and Respond to RFIs, Submittals, Design Changes, etc.               |                           |       | 4                        | \$1,368 |                           |         | 8                         | \$2,056 | 20                        | \$4,520  |                           |          |                     |          | 8                    | \$1,016 | 40             | \$8,960  |                | \$8,960  |
|          | Provide On-Site Resident Engineer  |                           |       | 2                        | \$684   |                           |         | 2                         | \$514   | 42                        | \$9,492  |                           |          |                     |          |                      |         | 46             | \$10,690 | \$1,069        | \$11,759 |
|          | QC/QA Review   |                           |       |                          |         | 2                         | \$612   |                           |         |                           |          |                           |          |                     |          |                      |         | 2              | \$612    |                | \$612    |
|          |  |                           |       |                          |         |                           |         |                           |         |                           |          |                           |          |                     |          |                      |         |                |          |                |          |
|          | HOURS Subtotal Tasks 1-3   | 2                         |       | 16                       |         | 10                        |         | 38                        |         | 142                       |          | 126                       |          |                     |          | 18                   |         | 346            |          |                |          |
|          | Total Tasks 1-3  |                           | \$684 |                          | \$5,472 |                           | \$3,060 |                           | \$9,766 |                           | \$32,092 |                           | \$21,546 |                     | \$11,600 |                      | \$2,286 |                | \$86,506 | \$7,781        | \$94,287 |

Notes and Assumptions:

General

1. Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
2. Per diem is estimated at 10% of labor for field tasks and will comply with MCWRA travel policies and procedures.

Task 1

1. Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

Task 2

1. Task 2 is anticipated for senior engineers for 40 hours (includes survey oversight), one project engineer for 80 hours, and one CAD/Design Engineer for 120 hours for preliminary and final drawings in coordination with MCWRA engineer(s).
2. Task 2 includes 1 site visit for Construction Manager and Engineer with travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
3. Task 2 includes an Opinion of Probable Cost Estimate from the Design Engineer.
4. Task 2 includes survey subconsultant for topographic surveys and setting control. Subconsultants will be marked up 15% per standard agreement with MCWRA.
5. Task 2 includes estimating services from a qualified subconsultant to check and comment on the OPC estimate from the Design Engineer.

Task 3

1. Task 3 Scope of Engineering Services During Construction is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
2. Task 3 assumes up to 8 total RFI reviews, submittal reviews, and design changes during construction.
3. Task 3 per diem includes travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three visits total, M-F, 8 hours per day plus travel time.

## Exhibit D - Scope of Work

Nacimiento Dam South Access Road Repair Design & Construction management.

**Task 1 – Review Project Details and Project Management – \$2,774**

Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2 – Complete Development of Plans and Specifications for Construction Contract - \$70,182**

Complete development of P&S for construction contract, perform topographic surveys, and provide Opinion of Probable Cost estimate.

**Task 3 – Provide Engineering Services during Construction (Optional Task) – \$21,331**

Review and respond to RFIs, Submittals, Design Changes, etc. and provide part time on-site Resident Engineer during construction.

The total estimate including Optional Task 3 is **\$94,287**.

**AMENDMENT NO. 3  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 3** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

**WHEREAS**, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

**WHEREAS**, on April 2, 2024, the Parties entered into Amendment No. 2 to the Agreement, thereby amending the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

**WHEREAS**, the Parties wish to amend the Agreement by including Exhibit E by amending the Fee Schedule for labors rates only, and with a dollar amount increase of \$150,000 not to exceed a total contract amount of \$590,000, to continue providing services identified in the Agreement; and

**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Amend Section 3, “**Payments to CONTRACTOR; maximum liability**”, to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit E. The maximum amount payable to the contractor under this contract is **Five Hundred Ninety-six Thousand dollars (\$596,000).**

|                        |                  |
|------------------------|------------------|
| Original Agreement     | \$200,000        |
| Amendment No. 1        | \$170,000        |
| Amendment No. 2        | \$70,000         |
| <u>Amendment No. 3</u> | <u>\$156,000</u> |
| Total not to exceed:   | \$596,000        |

2. Amend Direct Labor Rates as Follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the Direct Labor Rates set forth In Table 1 of the Fee Schedule, Exhibit E.

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated January 1, 2023.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 3 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

*Ara Ashderian*

General Manager

Dated: 2/13/2025 | 12:59 PM PST

*Approved as to Fiscal Provisions:*

*Jennifer Forsyth*

Deputy Auditor/Controller

Dated: 2/13/2025 | 11:45 AM PST

*Approved as to Form*

*Approved as to Liability Provisions:*

Risk Management

Dated:

*Approved as to Form:*

*Kelly L. Donlon*

Chief Assistant County Counsel

Dated: 2/13/2025 | 8:13 AM PST

CONTRACTOR

DocuSigned by:

*William Rettberg*

Signature of Chair, President, or  
Vice-President

william Rettberg Sn. VP

Printed Name and Title

Dated: 1/28/2025 | 11:34 AM PST

Signed by:

*Mark Freitas*

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Mark Freitas Vice President

Printed Name and Title

Dated: 2/12/2025 | 4:07 PM PST

Signed by:

*Trent Hill*

Trent Hill

SENIOR ADMINISTRATIVE ANALYST

County of Monterey

2/13/2025 | 12:02 PM PST

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

**EXHIBIT E**  
**Payment Provisions**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

**DIRECT LABOR RATE SCHEDULE:**  
The Direct Labor Rate Schedule (Table 1) herein is effective up[on execution of this amendment No. 3. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1.- Fee Schedule and Payment Terms  
Hourly Billing Rate

| Personnel Category                                      | \$ per hour |
|---|-------------|
| Staff Professional – .....Grade 1                       | \$ 147      |
| Staff Professional – .....Grade 2                       | \$ 162      |
| Project Professional – .....Grade 3                     | \$ 177      |
| Project Professional – .....Grade 4                     | \$ 199      |
| Senior Professional – .....Grade 5                      | \$ 235      |
| Senior Professional – .....Grade 6                      | \$ 267      |
| Senior Professional – .....Grade 7                      | \$ 318      |
| Senior Consultant – .....Grade 8                        | \$ 356      |
| Senior Consultant – .....Grade 9                        | \$ 434      |
| Senior Principal – .....Grade 10                        | \$ 434      |
| -----   |             |
| Senior Drafter and Designer- .....                      | \$ 177      |
| Drafter / Designer and Senior Technician- .....         | \$ 162      |
| Field Professional- .....                               | \$ 133      |
| Technician, Word Processor, Administrative Staff- ..... | \$ 132      |
| Office Aide- .....                                      | \$ 103      |

| MCWRA - Nacimiento PP Secondary Access Road<br>Cost Estimate for GEI Services |  |                     |         |         |         |         |         |         |           |           |      |                 |                |            |           |
|---|--|---------------------|---------|---------|---------|---------|---------|---------|-----------|-----------|------|-----------------|----------------|------------|-----------|
| Task No.  | Description  | 2023 Standard Rates |         |         |         |         |         |         |           | Expenses  |      |                 |                | Total Cost |           |
|   |  | Grade 3             | Grade 4 | Grade 5 | Grade 6 | Grade 7 | Grade 8 | Grade 9 | Subtotals |           | Subs | Travel/ Mileage | Other Expenses |            | Subtotal  |
|   |  | \$ 177              | \$ 199  | \$ 235  | \$ 267  | \$ 318  | \$ 356  | \$ 434  | Hrs.      | Cost      |      |                 |                |            |           |
| Task 1  | Project Management and QA/QC                                   |                     |         |         |         |         |         |         |           |           |      |                 |                |            |           |
| 1.1   | Review Project Details and Project Management                  |                     |         |         |         | 8       | 2       |         | 10        | \$3,256   |      |                 |                | \$0        | \$3,256   |
| 1.2   | Oversee and Coordinate Work                                    |                     |         |         |         | 8       | 2       |         | 10        | \$3,256   |      |                 |                | \$0        | \$3,256   |
| 1.3   | Perform QA/QC Reviews  | 2                   |         |         |         | 8       | 2       |         | 12        | \$3,610   |      |                 |                | \$0        | \$3,610   |
|   | Task 1 Total   | 2                   | 0       | 0       | 0       | 24      | 6       | 0       | 32        | 10,122    | 0    | 0               | 0              | 0          | \$10,122  |
| Task 2  | Bidding and Contracting  |                     |         |         |         |         |         |         |           |           |      |                 |                |            |           |
| 2.1   | Assist with edits to MCWRA Division 00 Bidding                 | 4                   |         |         |         | 24      |         |         | 28        | \$8,340   |      |                 |                | \$0        | \$8,340   |
| 2.2   | Coordinate advertisement and planroom posting                  | 2                   |         |         |         | 0       |         |         | 2         | \$354     |      |                 | \$6,300        | \$6,300    | \$6,654   |
| 2.3   | Distribute digital copies of specs/plans to bidders & maintain | 5                   |         |         |         | 1       |         |         | 6         | \$1,203   |      |                 |                | \$0        | \$1,203   |
| 2.4   | Track and respond to pre-bid RFIs                              | 8                   |         |         | 6       | 14      |         |         | 28        | \$7,470   |      |                 |                | \$0        | \$7,470   |
| 2.5   | Revise specifications and drawings per RFIs                    | 2                   |         |         | 12      | 8       |         |         | 22        | \$6,102   |      |                 |                | \$0        | \$6,102   |
| 2.6   | Prepare and distribute addenda                                 | 8                   |         |         |         | 4       |         |         | 12        | \$2,688   |      |                 |                | \$0        | \$2,688   |
| 2.7   | Prepare for and attend pre-bid conference and site visit       | 2                   |         |         |         | 12      |         |         | 14        | \$4,170   |      | \$834           |                | \$834      | \$5,004   |
| 2.8   | Prepare for and attend bid opening                             | 2                   |         |         |         | 8       |         |         | 10        | \$2,898   |      | \$580           |                | \$580      | \$3,478   |
| 2.9   | Prepare bid summary and abstract                               | 4                   |         |         |         | 2       |         |         | 6         | \$1,344   |      |                 |                | \$0        | \$1,344   |
| 2.10  | Review two lowest bids and complete required document          | 8                   |         |         |         | 4       |         |         | 12        | \$2,688   |      |                 |                | \$0        | \$2,688   |
| 2.11  | Check bidder references  | 1                   |         |         |         | 4       |         |         | 5         | \$1,449   |      |                 |                | \$0        | \$1,449   |
| 2.12  | Prepare bid review memo and recommendation of                  | 4                   |         |         |         | 1       |         |         | 5         | \$1,026   |      |                 |                | \$0        | \$1,026   |
| 2.13  | Prepare Notice of Award (NOA)                                  | 4                   |         |         |         | 1       |         |         | 5         | \$1,026   |      |                 |                | \$0        | \$1,026   |
| 2.14  | Review NOA documents   | 6                   |         |         |         | 2       |         |         | 8         | \$1,698   |      |                 |                | \$0        | \$1,698   |
| 2.15  | Prepare Notice to Proceed                                      | 2                   |         |         |         | 1       |         |         | 3         | \$672     |      |                 |                | \$0        | \$672     |
| 2.16  | Miscellaneous and Unknown                                      | 10                  |         | 4       |         | 6       |         |         | 20        | \$4,618   |      |                 |                | \$0        | \$4,618   |
|   | Task 2 Total   | 72                  | 0       | 4       | 18      | 92      | 0       | 0       | 186       | 47,746    | 0    | 1,414           | 6,300          | 7,714      | \$55,460  |
| Task 3  | FEMA Funding Administration and Reporting                      |                     |         |         |         |         |         |         |           |           |      |                 |                |            |           |
| 3.1   | Initial Information Gathering and Research                     | 60                  |         |         |         | 10      |         |         | 70        | \$13,800  |      |                 |                | \$0        | \$13,800  |
| 3.2   | Agreement Maintenance  | 50                  |         |         |         | 4       |         |         | 54        | \$10,122  |      |                 |                | \$0        | \$10,122  |
| 3.3   | FEMA Reports   | 80                  |         |         |         | 30      |         |         | 110       | \$23,700  |      |                 |                | \$0        | \$23,700  |
| 3.4   | Modifications  | 10                  |         |         |         | 6       |         |         | 16        | \$3,678   |      |                 |                | \$0        | \$3,678   |
| 3.5   | Miscellaneous and Unknown                                      | 20                  |         |         |         | 5       |         |         | 25        | \$5,130   |      |                 |                | \$0        | \$5,130   |
|   | Task 3 Total   | 220                 | 0       | 0       | 0       | 55      | 0       | 0       | 275       | \$56,430  | \$0  | \$0             | \$0            | \$0        | \$56,430  |
| Task 4  | Engineering Services During Construction                       |                     |         |         |         |         |         |         |           |           |      |                 |                |            |           |
| 4.1   | Review and respond to RFIs, Submittals, and Other Contractor   | 8                   |         | 20      | 8       | 4       |         |         | 40        | \$9,524   |      |                 |                | \$0        | \$9,524   |
| 4.2   | On-Site Resident Engineer                                      |                     |         |         | 36      | 4       |         |         | 40        | \$10,884  |      | \$1,306         |                | \$1,306    | \$12,190  |
| 4.3   | Design Changes   |                     |         | 6       | 4       | 2       |         |         | 12        | \$3,114   |      |                 |                | \$0        | \$3,114   |
| 4.4   | Reporting  | 8                   |         | 8       |         | 4       |         |         | 20        | \$4,568   |      |                 |                | \$0        | \$4,568   |
| 4.5   | Miscellaneous and Unknown                                      | 4                   |         | 8       |         | 4       |         |         | 16        | \$3,860   |      |                 |                | \$0        | \$3,860   |
|   | Task 4 Total   | 20                  | 0       | 42      | 48      | 18      | 0       | 0       | 128       | \$31,950  | \$0  | \$1,306         | \$0            | \$1,306    | \$33,256  |
|   | Total  | 314                 | 0       | 46      | 66      | 189     | 6       | 0       | 621       | \$146,248 | \$0  | \$2,720         | \$6,300        | \$9,020    | \$155,268 |

## Notes and Assumptions: General"

- 1 Labor hours, grade, and task distributions are for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered and approved by MCWRA.
- 2 While details related to costs eligible for reimbursement from FEMA are currently unknown it is anticipated that travel and per diem related expenses (lodging, mileage, gas, meals, etc.) will not be eligible for reimbursement.

### Task 1. Project Management and QA/QC

- 1 Time for Project Administrator and Project Manager oversight, review of pertinent project documents for QA/QC verification, processing of progress estimates, and other administrative tasks.

### Task 2. Bidding and Contracting

- 1 Assumes project will be advertised for bid for a duration of two weeks via two advertisements published in a single local newspaper, one advertisement in consecutive weeks for two weeks.
- 2 Assumes bid documents will be distributed only in an electronic format (no printed/hard copies).
- 3 Expenses include travel costs related to attendance at pre-bid conference/site visit and bid opening from Oakland or Sacramento offices of GEI Consultants, Inc. and two bid advertisements in a single local newspaper.
- 4 Assumes up to two addenda will be prepared and issued.
- 5 Assumes MCWRA will provide legal counsel to review bid, recommendation of award, Notice of Award and related documents, and Notice to Proceed, as needed.
- 6 Assumes MCWRA will provide expertise to review and accept insurance provided by selected contractor.
- 7 As details of the bidding and contracting support are currently incomplete, this task includes time to gather information from MCWRA and other parties, and for miscellaneous and unknown tasks.

Task 3. FEMA Funding Administration and Reporting

- 1 Assumes one modification to the FEMA funding agreement will be required (ex.: scope modification, schedule extension request).
- 2 Assumes four quarterly reports and one final report will be deliverables of the funding agreement.
- 3 Assumes construction completion of June 2025 and FEMA funding agreement completion of October 2025.
- 4 Assumes the following FEMA documents will apply to these services:
  - a. FEMA Site Inspection Report for August 3, 2023 Inspection - Damage #1320803.
  - b. FEMA Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules) dated June 21, 2016.
  - c. FEMA Contract Provisions Template from FEMA Office of the Chief Counsel.
- 5 As details of the FEMA funding agreement are currently minimal, this task includes time to gather information from FEMA and other parties, and for miscellaneous and unknown tasks.

Task 4. Engineering Services During Construction

- 1 Scope of Engineering Services During Construction (ESDC) is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- 2 Assumes up to 8 total RFI reviews, submittal reviews, and 1 design change during construction.
- 3 Assumes one Engineer's Daily Report per site visit.
- 4 Expenses include travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three site visits total, M-F, 8 hours per day plus travel time.
- 5 As details of ESDC support are currently incomplete, this task includes time to gather information from MCWRA and other parties, and for miscellaneous and unknown tasks.
- 6 Does not include CM services during construction - to be performed by others."





***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No.

**RATIFY AMENDMENT NO.4 OF THE AGREEMENT  
FOR PROFESSIONAL SERVICES WITH GEI**

**CONSULTANTS, INC., TO EXTEND THE TERM LENGTH )  
TO JUNE 30, 2027, FOR ENGINEERING DESIGN & PROJECT )  
MANAGEMENT SERVICES FOR STORM DAMAGE REPAIR )  
DESIGN AND IMPLEMENTATION OF THE NACIMIENTO DAM )  
HYDRO-PLANT'S SOUTH ACCESS ROAD; AND AUTHORIZE )  
THE GENERAL MANAGER TO EXECUTE THE AMENDMENT. )**

Upon motion of Director, seconded by Director and carried by those members present, the Board of Directors hereby:

Ratify Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

PASSED AND ADOPTED on this **17th** day of **March 2025**, by the following vote, to-wit:

---

BY: Mike LeBarre, Chair  
Board of Directors

---

ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.6

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRAG 25-036

March 17, 2025

Introduced: 3/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 8 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.  
(Staff Presenting: Mark Foxworthy)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 8 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.

#### SUMMARY/DISCUSSION:

An Agreement for Professional Services with AECOM Technical Services, Inc. to perform updated seismic stability and deformation analysis of the Nacimiento Dam embankment and underlying streambed sands and gravels (Exhibit A) was approved by the Board of Directors on May 18, 2020. The work includes drilling and material sample collection from the dam embankment and underlying foundation materials. The total amount payable for this work is \$883,000. The Agreement also included a separate scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit B), which was completed in June 2021.

Amendment No. 1 was approved by the Board of Directors on July 19, 2021, to add a scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit D), which was completed in June 2022. Amendment No. 1 included an hourly rate increase of approximately 1.5 percent from the original Agreement.

Amendment No. 2 was approved by the General Manager on June 29, 2022, to extend the term of the Agreement from June 30, 2022, to June 30, 2025.

Amendment No. 3 was approved by the board of Directors on November 3, 2022, to amend the payment provisions of the Agreement to increase the hourly rates paid for seismic stability and deformation analysis by approximately three percent. Rates are rounded to the nearest dollar, providing actual increases ranging from 2.8 to 3.2 percent. The total Agreement amount of \$883,000 for seismic stability and deformation analysis described in Exhibit A does not change.

Exhibit F of proposed Amendment No. 3 provides payment provisions identical to the original Agreement and Amendment No. 1 with updated hourly rates.

Amendment No. 4 was approved by the General Manager on September 14, 2023, to amend the payment provisions of the Agreement to increase the hourly rates paid for services provided by AECOM.

Amendment No. 5 was approved to increase the dollar amount by \$230,000 for a new contract total not to exceed \$1,225,588 to complete the seismic stability analysis work underway at Nacimiento Dam. Due to the delays in approval of the seismic evaluation drilling plan by FERC and DSOD, and ongoing projects at the Dams, the remaining value of the current contract is \$655,412. The seismic stability evaluation planned under this contract was estimated at \$883,000 per the project's scope of work. A payout shortfall of  $\pm$  \$230,000, compared to the estimate for work under this contract, has been identified requiring an amendment.

Amendment No. 6 was approved by the Board of Directors to the Agreement for Professional Services with AECOM Technical Services, Inc to increase the dollar amount by \$420,673 for a new contract total not to exceed \$1,645,689 to complete the Plunge Pool Rock Outcrop Removal design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.

Amendment No. 7 was approved by the Board of Directors to amend the payment provisions of the Agreement to increase the hourly rates paid for services provided by AECOM.

This amendment to the Agreement with AECOM to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the design of the full Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway in accordance with the new scope of work in Exhibit K.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD approval may be needed for some projects under this contract.

California Department of Water Resources-Administrator of the \$6.1 mil State Funding Agreement

FINANCING:

This project is fully funded through Agreement No. 4600015276 between the State of CA Department of Water Resources and MCWRA

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 788-3454

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Amendment No. 8
2. Agreement for Professional Services
3. Amendment Nos. 1 thru 7
4. Board Order





# County of Monterey

Item No.

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRAG 25-036

March 17, 2025

Introduced: 3/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 8 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.

### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 8 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

An Agreement for Professional Services with AECOM Technical Services, Inc. to perform updated seismic stability and deformation analysis of the Nacimiento Dam embankment and underlying streambed sands and gravels (Exhibit A) was approved by the Board of Directors on May 18, 2020. The work includes drilling and material sample collection from the dam embankment and underlying foundation materials. The total amount payable for this work is \$883,000. The Agreement also included a separate scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit B), which was completed in June 2021.

Amendment No. 1 was approved by the Board of Directors on July 19, 2021, to add a scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit D), which was completed in June 2022. Amendment No. 1 included an hourly rate increase of approximately 1.5 percent from the original Agreement.

Amendment No. 2 was approved by the General Manager on June 29, 2022, to extend the term of the Agreement from June 30, 2022, to June 30, 2025.

Amendment No. 3 was approved by the board of Directors on November 3, 2022, to amend the payment provisions of the Agreement to increase the hourly rates paid for seismic stability and deformation analysis by approximately three percent. Rates are rounded to the nearest dollar, providing actual increases ranging from 2.8 to 3.2 percent. The total Agreement amount of \$883,000 for seismic stability and deformation analysis described in Exhibit A does not change. Exhibit F of proposed Amendment No. 3 provides payment provisions identical to the original

Agreement and Amendment No. 1 with updated hourly rates.

Amendment No. 4 was approved by the General Manager on September 14, 2023, to amend the payment provisions of the Agreement to increase the hourly rates paid for services provided by AECOM.

Amendment No. 5 was approved to increase the dollar amount by \$230,000 for a new contract total not to exceed \$1,225,588 to complete the seismic stability analysis work underway at Nacimiento Dam. Due to the delays in approval of the seismic evaluation drilling plan by FERC and DSOD, and ongoing projects at the Dams, the remaining value of the current contract is \$655,412. The seismic stability evaluation planned under this contract was estimated at \$883,000 per the project's scope of work. A payout shortfall of  $\pm$  \$230,000, compared to the estimate for work under this contract, has been identified requiring an amendment.

Amendment No. 6 was approved by the Board of Directors to the Agreement for Professional Services with AECOM Technical Services, Inc to increase the dollar amount by \$420,673 for a new contract total not to exceed \$1,645,689 to complete the Plunge Pool Rock Outcrop Removal design at the Nacimiento Dam Spillway; and authorize the General Manager to execute the amendment.

Amendment No. 7 was approved by the Board of Directors to amend the payment provisions of the Agreement to increase the hourly rates paid for services provided by AECOM.

This amendment to the Agreement with AECOM to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the design of the full Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway in accordance with the new scope of work in Exhibit K.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD approval may be needed for some projects under this contract.

California Department of Water Resources-Administrator of the \$6.1 mil State Funding Agreement

FINANCING:

This project is fully funded through Agreement No. 4600015276 between the State of CA Department of Water Resources and MCWRA

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 788-3454

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Amendment No. 8
2. Agreement for Professional Services
3. Amendment Nos. 1 thru 7
4. Board Order



**AMENDMENT NO. 8 TO  
AGREEMENT FOR  
SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND AECOM  
TECHNICAL SERVICES, INC.**

**THIS AMENDMENT NO. 8** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and AECOM Technical Services, Inc (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on June 1, 2020, (hereinafter, “Agreement”); and

**WHEREAS**, on August 2, 2021, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$56,666 for a total contract amount of \$995,016; and

**WHEREAS**, on June 29, 2022, the Parties entered into Amendment No. 2 to the Agreement, thereby extending the term of the Agreement to June 30, 2025; and

**WHEREAS**, on November 3, 2022, the Parties entered into Amendment No. 3 to the Agreement, thereby updating the payment provisions; and

**WHEREAS**, on September 14, 2023, the Parties entered into Amendment No. 4 to the Agreement, thereby updating the payment provisions; and

**WHEREAS**, on December 19, 2023, the Parties entered into Amendment No. 5 to the Agreement, thereby amending the Agreement by adding \$230,000 for a total contract amount of \$1,225,016.00 to continue providing services identified in the agreement; and

**WHEREAS**, on December 19, 2023, the Parties entered into Amendment No. 6 to amend the Agreement with a dollar amount increase of \$420,673.00, not to exceed \$1,645,689.00, to continue providing services identified in the Agreement; and

**WHEREAS**, on October 1, 2024, the Parties entered into Amendment No. 7 to amend the Fee Schedule for labor rates only, to continue providing services identified in the Agreement; and

**WHEREAS**, The Parties wish to amend the Agreement by including Exhibit K as additional scope of work and a dollar amount increase of \$1,254,464, for a total contract amount not to exceed \$ 2,900,153, to continue providing services identified in the Agreement; and



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

1. Amend **Section 1**, "Employment of CONTRACTOR" of the Agreement is hereby amended to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and K in conformity with the terms of this Agreement.

- (a) The work to be performed is generally described as follows:

*Engineering services for Nacimiento Dam including seismic stability evaluation and dam surveillance and performance evaluation.*

- (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.

2. Amend **Section 3**, "Payments to CONTRACTOR; maximum liability", amended to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit C, labor rates set forth in Exhibit J. The maximum amount payable to the contractor under this contract is **Two Million Nine Hundred Thousand One Hundred Fifty-three dollars (\$2,900,153.00)**

|                        |                     |
|------------------------|---------------------|
| Original Agreement     | \$ 938,350          |
| Amendment No. 1        | \$ 56,666           |
| Amendment No. 5        | \$ 230,000          |
| Amendment No. 6        | \$ 420,673          |
| <u>Amendment No. 7</u> | <u>\$ 1,254,464</u> |
| Not to exceed total:   | \$ 2,900,153        |

3. All other terms and conditions of the Agreement remain unchanged and in full force.
      4. This Amendment No. 8 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
General Manager

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

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Chief Assistant County Counsel

Date: \_\_\_\_\_  
CFO,

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

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

By: \_\_\_\_\_  
Administrative Analyst

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

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR:  
AECOM Technical Services, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print Name and Title)

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
Treasurer or Asst. Treasurer)

Title: \_\_\_\_\_  
(Print Name and Title)

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

**Exhibit K - Scope of Work**

March 7, 2025

Mr. Mark Foxworthy  
Monterey County Water Resources Agency  
1441 Schilling Place - North Building  
Salinas, California 93901

**Subject: Scope and Budget Estimate  
Nacimiento Dam Plunge Pool Erosion Protection Design  
Monterey County, California**

Dear Mr. Foxworthy:

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposed scope and budget estimate to provide professional consulting services to Monterey County Water Resources Agency (MCWRA) for design of erosion protection measures at the Nacimiento Dam spillway plunge pool. **This scope of work incorporates and supersedes the Nacimiento Dam Plunge Pool - Rock Outcrop Removal Design scope (currently underway) submitted to MCWRA in June 2023.** The task status for tasks already completed or currently underway is noted and highlighted in the task headings.

This scope of work includes preparing design documents for construction of the erosion protection measures as well as assisting MCWRA in obtaining review and approval from FERC and DSOD for the design. The evaluation of plunge pool erosion protection alternatives (AECOM, 2022) recommended a Roller Compacted Concrete (RCC) bank protection concept and this will be adopted as the erosion protection alternative. This study will establish the final design layout, evaluate the optimal depth of the plunge pool and establish the plunge pool bottom protection for design.

The 2022 alternatives study concluded that the rock outcrop, located within the downstream portion of the plunge pool, is contributing to the progression of erosion at both the left and right banks. The partial removal and reshaping of the outcrop was recommended to improve flow patterns. MCWRA decided to initiate a project solely focused on the rock outcrop removal which was to be completed before proceeding with the overall plunge pool erosion protection design project. The scope of work for the rock outcrop removal project was submitted to MCWRA in June 2023 and work commenced in November 2023. The existing data review task (Task 2) is mostly completed. Topographic and bathymetric surveys of the plunge pool and surrounding area (Task 3) were carried out in January 2024. Geotechnical investigation of the rock outcrop (Task 4) was carried out in November 2024. It was decided in January 2025 to combine the rock outcrop removal and overall erosion protection design projects to improve project efficiency, particularly in hydraulic modelling and design package preparation. This scope of work and budget incorporates and supersedes the rock outcrop removal scope and contains the existing tasks relevant to the rock outcrop removal merged with the overall plunge pool erosion protection design work.

The proposed scope of work includes geotechnical investigations to evaluate the engineering properties of the native materials in the rock outcrop (completed) and beneath and surrounding the plunge pool. It also includes an updated alternatives analysis, evaluation of the preferred erosion protection design concept, and an analysis of construction phasing. Hydraulic analyses

will be carried out to assess the erosion conditions under high flows, to refine the final erosion protection design approach and extent. The scope also includes development of preliminary and final design packages which include a design report, construction drawings, technical specifications, and a construction cost estimate. Additional potential as-needed services include support for environmental review and permitting and support during project bid, award, and construction phases.

The proposed scope is divided into tasks and subtasks as presented below.

## **SCOPE OF WORK**

### **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

This task includes overall project management and coordination services for the project. Project participants will be kept informed of progress, technical issues, and planned activities and events. Project team meetings and workshops will be used to maintain open lines of communication and clear expectations throughout the duration of the project. A project kickoff meeting will be conducted to review the project intent, scope, approach, tasks, milestones, schedule of work, roles, and communication and coordination processes. Bi-weekly progress meetings will be conducted for the duration of the project along with other meetings (such as with regulatory agencies) if necessary.

#### ***Task 1 Assumptions***

- One progress meeting every two weeks
- The budget for this task is an allowance based on a typical level of project management effort for the estimated project duration

#### ***Task 1 Deliverables***

- Kickoff and Progress Meeting minutes and agendas
- Monthly progress reports and invoices
- Other items as necessary

### **TASK 2. EXISTING DATA REVIEW (underway)**

This task involves a review of the available information on the Nacimient Dam Spillway plunge pool and rock outcrop and will include identification of any additional data needed to support the proposed work. The review will cover previous design documents, construction drawings, survey, hydraulic evaluations, and prior studies relevant to the plunge pool. The results of the data review will be documented in a section of the design report under Task 6.

The project documents anticipated for review include the following:

- Site topography
- LIDAR and survey including the 2019 and 2024 Bathymetry Survey
- Previous relevant geotechnical and geologic investigation reports
- Design reports including the 2022 erosion protection alternatives analysis
- Construction plans, specifications, reports

- Historic photos
- FERC and DSOD reports and records

**Task 2 Deliverables**

- None (writeup to be included under Task 8)

**Task 2 Assumptions**

- Available background data will be provided by MCWRA

**TASK 3. TOPOGRAPHIC AND BATHYMETRIC SURVEY (completed)**

Accurate topographic and bathymetric geometry of the ground surface in and around the plunge pool will be necessary in order to support the hydraulic modeling and design of the rock outcrop removal. Topographic and bathymetric surveys were previously carried out in 2019. Since that time rock riprap was placed in portions of the plunge pool and spill events have occurred which may have affected the pool bathymetry. This task therefore includes new surveys to map the basin bathymetry and topography around the basin edge to develop an updated map of existing conditions.

This scope for the 2024 survey work assumes a 1-day ground survey of the above-water perimeter of the plunge pool, including the rock outcrop area, using GPS methods. The bathymetry of the plunge pool will be surveyed using single beam sonar from a small remotely piloted watercraft, similar to the survey carried out in 2019. The results of the surveys will be combined into a single updated topo-bathymetry base map for the plunge pool which will be incorporated into the hydraulic modeling and analysis under Task 5. The topo and bathymetry surveys will be carried out by subconsultant personnel under the supervision of AECOM staff.

**Task 3 Assumptions**

- Access will be provided by MCWRA
- Existing topographic and bathymetric data will be available for review and updating
- The degree of change since the prior survey is unknown so the budget for this task is an allowance

**Task 3 Deliverables**

- Updated topo-bathymetry base map for use in the design under Task 7.

**TASK 4. ROCK OUTCROP GEOTECHNICAL INVESTIGATIONS**

**Subtask 4.1. Geotechnical Work Plan (completed)**

A geotechnical investigation work plan will be developed as part of this task, assuming that FERC requirements for a Drilling Program Plan (DPP) will need to be met for the rock outcrop investigations. The DPP will be submitted for review and approval by MCWRA, DSOD, and FERC before the geotechnical investigations are carried out. The geotechnical work plan will describe the proposed investigation plans and procedures for the rock outcrop borings. The scope of work for this task includes addressing up to two rounds of review comments from MCWRA, DSOD and FERC and incorporating the comments into a revised, final work plan. The revised work plan will be used to confirm the scope and budget for the drilling work and to guide

the field activities.

#### **Subtask 4.2. Health and Safety Plan (completed)**

A Health and Safety Plan (HASP) will be developed to describe required procedures for safe completion of the various field tasks included in the geotechnical investigation. The HASP will include descriptions of appropriate procedures and hazard mitigation measures relevant to each task. The HASP will provide contact information for AECOM site personnel as well as the Project Manager, Project Geotechnical Engineer, and Project Engineering Geologist. Directions to the nearest hospital and an associated map will also be included. The driller's own safety plan documents will be included as an appendix as appropriate.

#### **Subtask 4.3. Geophysical Surveys (completed)**

Geophysical surveys will be carried out to quantify the characteristics of the rock outcrop. The proposed surveys include downhole sonic velocity logging in each borehole along with surface P-wave refraction survey profiles at selected cross sections of the outcrop. The downhole logging will be carried out for P-wave velocities to the full depth in 3 boreholes. The P-wave surface refraction survey will be carried out along two lines crossing the outcrop, assumed to be 80 feet and 250 feet in length respectively. The seismic refraction data will be processed using seismic tomography techniques and/or the generalized reciprocal method (GRM).

The fieldwork schedule for the geophysical surveys will be coordinated with the schedule for the exploratory drilling. Approximately one week is estimated to complete the geophysical field investigation activities, including the downhole surveys and surface refraction surveys. The tentative proposed locations for the refraction survey lines are indicated by the blue lines in the attached Figure 1, Geotechnical Investigations Map.

#### **Subtask 4.4. Drill and Sample Borings (completed)**

Three core boreholes will be drilled in the rock outcrop to depths of approximately 30 feet using an appropriate drill rig (potentially track mounted, but the final decision will be dependent on access conditions). Drill cuttings and fluids will be collected and drummed for offsite disposal. Appropriate and effective spill prevention measures will be implemented to prevent drill fluids, cuttings, or other contaminants from entering the plunge pool or streambed. The drilling process will be observed and supervised by a qualified engineering geologist or geotechnical engineer. The recovered rock core samples will be carefully logged, described, and photographed before placing them in protective wooden core boxes for storage and transportation. The logs will document the rock type, degree of weathering and strength, presence of joints and other discontinuities, and other relevant information to help characterize the outcrop rock mass properties. Following drilling, downhole geophysical surveys will be conducted in each boring as described above to measure seismic wave velocities. The borings will then be fully backfilled with neat cement bentonite grout, consistent with typical County drilling permit requirements. The tentative locations of the proposed borings are indicated in the attached Figure 1, Geotechnical Investigations Map.

#### **Subtask 4.5. Field and Laboratory Testing (completed)**

Field tests such as point load testing of rock core samples will be carried out on site. A geotechnical laboratory testing program will also be carried out to provide index properties and

engineering characteristics of the core samples. The testing program will be refined and finalized during field exploration activities, after the samples have been obtained and inspected in the laboratory. Reviewed field logs will support the basis for laboratory testing assignments.

The anticipated types of laboratory tests include but are not limited to the following:

- Index properties tests (rock unit weight, hardness, abrasiveness, etc.)
- Unconfined compressive strength of the rock

All testing will be performed at a qualified geotechnical testing laboratory. Test results will be included in the Geotechnical Design Memorandum under Task 4.6

#### **Subtask 4.6. Rock Outcrop Geotechnical Investigation Report (underway)**

A Geotechnical Investigation Report (GIR) will be prepared under this task. The report will compile the results of the field investigation tasks, including survey results, boring logs, exploration data, as well as the laboratory testing results. The report will also include a site map showing the geophysical survey and boring locations as well as the exploration findings on the rock outcrop. The report will also present interpretations of the subsurface conditions and recommend material properties for use in the outcrop removal design.

#### **Task 4 Deliverables:**

- Draft Geotechnical Investigation Report (GIR) -- one (1) digital copy (pdf).
- Responses to comments on Draft GIR
- The Final GIR will be included as Appendix to the Design Report under Task 8.

#### **Task 4 Assumptions**

- The rock outcrop is accessible via land for the investigations
- County drilling permits will be obtained by AECOM
- DSOD permit fees, if any, will be covered by MCWRA

### **TASK 5. PLUNGE POOL GEOTECHNICAL INVESTIGATIONS**

Geotechnical investigations will be carried out in the spillway plunge pool area to characterize the subsurface bedrock and soil materials. This work will supplement investigations focused specifically on the plunge pool rock outcrop

The proposed investigation objectives include obtaining data to help assess: 1) the depths of potential additional scour in the plunge pool area, and 2) the subgrade conditions for the proposed erosion protection measures. The proposed investigations include exploratory drilling and sampling as well as laboratory testing.

The borehole locations within the plunge pool area will be accessed using a barge-mounted drill rig. Boreholes on land near the plunge pool and on the hillside between the pool and the dam will be accessed using a track-mounted drill rig. The rock riprap placed around the plunge pool in early 2023 was installed at roughly a 2:1 slope. The riprap varies in size from around 1 to 5 feet in diameter. The size and the general slope of the riprap do not allow for access of a track-

mounted drill rig on the riprap.

AECOM will provide biological monitoring during the geotechnical investigations. The following sub-tasks provide details on the proposed investigations.

#### **Subtask 5.1. Geotechnical Work Plan**

A geotechnical investigation work plan will be developed for the spillway plunge pool investigations as part of this task, in accordance with FERC requirements for a Drilling Program Plan (DPP). The DPP will be submitted for review and approval by MCWRA before the geotechnical investigations are carried out. It is assumed that MCWRA will coordinate review by DSOD and FERC. The geotechnical work plan will describe the proposed investigation plans and procedures for the borings at the plunge pool. The scope of work for this task includes addressing up to two (2) rounds of review comments and incorporating the comments into a revised, final DPP. The scope also includes a site meeting with the proposed drilling subcontractor for site reconnaissance and site access planning. The work plan will be used to confirm the scope and budget for the drilling work and to guide the field activities.

#### **Subtask 5.2. Health and Safety Plan**

A Health and Safety Plan (HASP) will be developed to describe required procedures for safe completion of the various field tasks included in the geotechnical investigation. The HASP will include descriptions of appropriate procedures and hazard mitigation measures relevant to each task. The HASP will provide contact information for AECOM site personnel as well as the Project Manager, Project Geotechnical Engineer, and Project Engineering Geologist. Directions to the nearest hospital and an associated map will also be included.

#### **Subtask 5.3. Land Drilling**

A total of two (2) exploratory boreholes are proposed at land-accessible locations on the access road and area between the spillway plunge pool and the dam. The target boring depths will depend on the specific locations and are generally not expected to exceed approximately 80 feet. The borings will be drilled a minimum of 15 feet into bedrock. A track-mounted drill rig may be necessary for capability to track across the site slopes. The tentative locations of the proposed borings, along with the borings and seismic refraction survey lines that were carried out for the now-consolidated rock outcrop removal project, are indicated in the attached Figure 1. The actual boring locations will be staked in the field and coordinates will be established using hand-held GPS devices or by measurement from known reference points.

All cuttings and fluids from land-based drilling will be collected and drummed for offsite disposal. Appropriate and effective spill prevention measures will be implemented to prevent drill fluids, cuttings, fuel or other contaminants from entering the plunge pool or streambed. The drilling and sampling process will be observed, logged, and supervised by a qualified engineering geologist or geotechnical engineer. The sampling methods used will depend on the materials encountered and may include Modified California, Shelby Tube, Standard Penetration Test, and HQ rock core samples. The recovered soil and rock core samples will be carefully logged, described, and photographed before placing them in appropriate containers including protective wooden core boxes for storage and transportation. The logs will document the soil and rock types encountered, degree of weathering and strength, presence of joints and other discontinuities,



and other relevant information to help characterize the subsurface conditions. Selected samples will be transported to a qualified geotechnical laboratory for testing as described below under Task 5.5. Samples not selected for laboratory testing will be left at the site in a designated storage area. The borings will be tremie backfilled with neat cement bentonite grout, consistent with typical County drilling permit requirements.

#### **Subtask 5.4. Barge Drilling**

A total of six (6) exploratory boreholes are proposed at barge-accessible locations within the spillway plunge pool. It is assumed the plunge pool will be filled to the downstream road crossing level and that PPB 09 will be accessible by the barge. The target boring depths will depend on the specific locations and are generally not expected to exceed approximately 30 feet. The borings will be drilled a minimum of 15 feet into bedrock. The approximate locations of the proposed boreholes are shown in Figure 1. Handheld GPS devices will be used to determine the actual borehole locations in the field once the barge is fixed in position. Special anchoring procedures will be adopted to maintain the safety and position of the barge during drilling. The drill hole collar elevations will be estimated based on the plunge pool water surface elevation and the sampling rod length. It is assumed that the barge, support boat, and drill and drilling equipment will require a crane to lift and place these items on the water and to remove them upon completion of drilling. It is assumed that MCWRA will provide equipment and materials for minor access improvements for the crane if needed. All boats, barges, and equipment entering the plunge pool will be cleaned and disinfected ahead of time per MCWRA guidelines to prevent the potential transport and introduction of invasive species.

All barge drilling will be conducted with cased holes to control and contain drilling fluids and stabilize the borehole at depth. Drill fluids and cuttings will be collected and contained on the barge in a settling tub. The drill casing is not expected to be able to advance through significant thicknesses of riprap on the banks of the plunge pool. The initial boring locations will be established to avoid the riprap, and moving the locations will be necessary if riprap is encountered. A floating boom will be employed to reduce the risk of spills or leaks back into the plunge pool. Once completed the holes will be tremie backfilled with cement-bentonite grout to a level below the mudline to prevent inadvertent release of the backfill grout into the water.

#### **Subtask 5.5. Field and Laboratory Testing**

Field tests such as Standard Penetration Tests on soils and point load testing of rock core samples will be carried out on site as appropriate. A geotechnical laboratory testing program will also be carried out to provide index properties, strength properties, and other relevant engineering characteristics of the samples. The testing program will be refined and finalized during field exploration activities, after the samples have been obtained and inspected. Reviewed field logs will be developed to support the laboratory testing assignments. All testing will be performed at a qualified geotechnical testing laboratory. Test results will be included in the Geotechnical Report prepared under Task 2.6.

#### **Subtask 5.6. Plunge Pool Geotechnical Investigation Report**

A Geotechnical Investigation Report (GIR) will be prepared under this task. The report will compile the results of the field investigation tasks, including geophysical survey results, boring

logs, and laboratory testing results. The report will include a site map showing the geophysical survey lines and boring locations and will summarize the exploration findings relevant to the spillway plunge pool area. Interpretations of the subsurface conditions and recommended material properties for use in the erosion protection design will be included separately in the Design Report developed under Task 8.

**Task 5 Deliverables:**

- Geotechnical Investigation Work Plan (DPP per FERC designation) – draft and final
- Temporary construction emergency action plan
- Health and Safety Plan for Geotechnical Investigations
- Draft Geotechnical Investigation Report (GIR)
- Responses to comments on Draft GIR
- Final GIR – one (1) digital copy (pdf)

**Task 5 Assumptions**

- A crane will be required to place the barge, drill and drilling equipment, and the support boat on the plunge pool and to remove them once the over-water work is completed.
- MCWRA will provide equipment and materials for minor grading for access improvements if needed.
- Water for drilling and mixing cement backfill will be withdrawn from the plunge pool.
- County drilling permits will be obtained by AECOM.
- DSOD permit fees, if any, will be covered by MCWRA
- MCWRA will block the two culverts under the downstream road crossing to fill the plunge pool to the road crossing level in advance of drilling
- The total duration of the land drilling is estimated to be 5 days including mobilization, drilling, and demobilization. AECOM field staff costs and ODC's are estimated accordingly.
- The total duration of the over-water drilling is estimated to be 15 days including mobilization, drilling, and demobilization. AECOM field staff costs and ODC's are estimated accordingly.
- Biological monitoring during drilling will be provided by AECOM and this is included in the budget.
- The budget does not include a contingency for standby time during drilling due to weather delays or other unforeseen conditions.

**TASK 6. REVISED ALTERNATIVES ANALYSIS**

The Erosion Protection Alternatives Analysis (AECOM, 2022) assessed protection of the banks of the plunge pool and recommended an RCC bank protection concept. Rock riprap was placed around the banks of the plunge pool in early 2023 after significant erosion occurred. It was agreed in discussions with MCWRA that the rock riprap will be removed and RCC will be the adopted bank protection design concept for the side slopes of the plunge pool. The PMF event is considered to be the design flow for the erosion protection design. MCWRA will be consulted during the project to re-visit the design flow depending on the required design and potential for

erosion.

This study will focus on the alternatives for the plunge pool shape, bottom protection, and overall pool stability. This could involve armoring the bottom of the plunge pool, or allowing the plunge pool to naturally deepen with adequate foundation support for stability of the RCC bank protection. Three (3) alternatives that represent three potential shapes of the plunge pool will be assessed in the hydraulic modelling and a recommended armoring method for the plunge pool bottom will be determined for each of the three alternatives. The revised alternatives analysis will include a high-level economic assessment of the three (3) alternatives. The analysis will incorporate results from the proposed geotechnical investigations as well as current topographic and bathymetric data for the plunge pool area.

A workshop will be conducted with MCWRA to present the findings and establish a recommended preferred concept for the erosion protection design. The work will be divided into subtasks as described below.

#### **Subtask 6.1. Alternatives Development**

Revised alternatives for plunge pool improvement will be identified and evaluated based on results of the hydraulic modeling and the updated erosion resistance assessment. Three (3) alternatives that represent three final plunge pool shapes, that also consider the final proposed shape of the rock outcrop, will be assessed. These will be as follows:

##### **1. Plunge pool existing depth**

The existing depth of the plunge pool was determined by the survey carried out in 2024 and would require less excavation but a potentially more robust plunge pool bottom armoring.

##### **2. Intermediate plunge pool depth**

An intermediate depth will also be assessed. The intermediate depth would require bank protection to cover a greater depth than if the existing plunge pool bottom was maintained, but there would be a reduced stream power at the plunge pool bottom and a less robust erosion protection solution (when compared to existing depth) may be adopted.

##### **3. Maximum potential scour depth in plunge pool**

The maximum potential depth of scour in the PMF event at the plunge pool bottom will first be estimated using standard empirical formulas and methods that incorporate the flow velocity, jet angle and stream power. It will then be confirmed by CFD modelling. A less robust erosion protection solution (when compared to existing and intermediate depth) may be adopted.

A recommended armoring method for the plunge pool bottom will be determined for each of the three alternatives. Concrete, rock riprap, or an unarmored plunge pool bottom may be proposed.

The indicated concrete treatment for pool bottom armoring may include a leveling backfill of RCC with an overlay of reinforced conventional concrete anchored into the RCC. The potential for reusing and/or incorporating the existing riprap and placing it at the bottom of the plunge pool will

also be considered. The ability of each alternative to accommodate phased construction will also be considered.

### **Subtask 6.2. Hydraulic Modeling**

1-D hydraulic modeling in HEC-RAS and 3-D Computational Fluid Dynamics (CFD) modeling in FLOW-3D was carried out for the spillway plunge pool as part of the erosion protection alternatives analysis (AECOM, 2022). This previously developed CFD model will be used to carry out hydraulic assessment of the erosion protection alternatives under this task.

The hydraulic modelling will first be updated to incorporate the 2024 topographic and bathymetric survey results and the newly placed riprap before being updated to represent the layout of each alternative. This will include the final proposed plunge pool shape and the rock outcrop removal/reshaping.

The CFD model will provide estimated velocity, shear stress, and stream power at the bottom and sides of the plunge pool. These results will be used to evaluate the scour potential for the three (3) plunge pool alternatives.

The proposed analysis includes the following:

- The CFD model of existing conditions will be updated with the latest survey data.
- The CFD model extent will be based on the previously developed model, starting from upstream of the spillway (reservoir) and ending at an appropriate distance downstream of the plunge pool. The downstream boundary of the CFD model will be established by the tailwater elevation calculated by the HEC-RAS model as noted above.
- Development of an updated erosion resistance assessment of the bottom of the plunge pool based on the geotechnical investigation results from the plunge pool investigations.
- Perform 3-D CFD modeling for the updated existing conditions and the three (3) plunge pool shape alternatives under the PMF flow condition of 100,520 cfs.
- The scope therefore includes performing up to four (4) model runs which include the updated existing conditions and the three (3) plunge pool shape alternatives.
- The results will be used to select a preferred plunge pool shape and armoring alternative for the plunge pool erosion protection

### **Subtask 6.3. Preferred Alternative Workshop**

A workshop with AECOM and MCWRA will be conducted to discuss the evaluated alternatives and identify a preferred alternative. MCWRA may then choose to circulate the presentation to DSOD and FERC for review and comment. The description and results of the revised alternatives analysis, including drawings of the alternatives and preferred alternative, will be included in the design report under Task 8.

### **Task 6 Deliverables**

- Workshop presentation and minutes

### ***Task 6 Assumptions***

- Four (4) model cases will be run as described above.
- The design concepts for each of the three alternatives will be analyzed in the hydraulic model

## **TASK 7. HYDRAULIC ANALYSIS OF DESIGN**

Further hydraulic analysis and evaluation will be carried out for the preferred plunge pool and rock outcrop shape and erosion protection alternative established under Task 6 to support the refinement of the design and to confirm the final plunge pool and rock outcrop shape, along with the proposed armoring method. Potential construction stages will also be defined and assessed. The proposed work includes the following:

- Finalize the erosion protection design and final shape of the plunge pool by optimizing hydraulics of the plunge pool for energy dissipation to minimize scour potential
- Evaluate the design performance of the erosion protection design under four (4) flow cases:
  - 8,000 cfs - The maximum observed spillway discharge (which was recorded in 2011, 2017, and 2023)
  - 18,000 cfs - The approximate spillway flow at a reservoir El. of 800 ft with the spillway gates 100% lowered and the high level outlet slide gates closed
  - 50,000 cfs - An intermediate flow value
  - 100,520 cfs - The maximum PMF discharge
- Develop up to two (2) intermediate phases of construction for the erosion protection design (not including final design) and estimate the maximum design flow for each intermediate construction phase based on the water levels observed for the four flow cases described above.

The results of this task will be used as a basis of design development under Task 8.

### ***Task 7 Deliverables***

- HEC-RAS and CFD modeling descriptions and results. These will be included as a section of the Design Report prepared under Task 8.
- Copy of HEC-RAS and Flow 3D (CFD) modeling files (model data and results)

### ***Task 7 Assumptions***

- Up to four (4) modeling runs as described above.

## **TASK 8. DESIGN DEVELOPMENT AND REPORT**

The final design for the preferred spillway plunge pool erosion protection concept including the final plunge pool and rock outcrop shape will be developed under this task. The design will

include any earthwork, plunge pool bottom armoring and/or adequate embedment at the toe of the bank protection depending on the final selected alternative and final design criteria. Any associated modifications to the low-level road crossing will be included. The design will also consider the need for appropriate left bank slope stabilization measures above the plunge pool elevation.

A Design Report will be developed detailing the revised alternative analysis, the design development and the final selected design. The report will include the following:

- The revised alternatives analysis section will include a description and results of the hydraulic modeling and erosion resistance assessment and alternatives identification and evaluation. The report will contain figures illustrating the three alternatives and a comparison of the armoring alternatives. The comparison will focus on hydraulic performance as well as relative cost and constructability. The recommended preferred alternative will be described.
- The report will also cover the hydraulic analysis and proposed final erosion protection design and overall spillway plunge pool and rock outcrop shape.
- The latest topographic and bathymetric survey will be used as a basis for the design, along with the latest geotechnical investigation data collected under Tasks 4 and 5.
- Design details of the final construction.
- An evaluation of potential construction methods and sequences including the two (2) intermediate construction phases.
- Potential construction considerations related to water quality and the surrounding environment will be identified and, if needed, measures to minimize potential effects will be recommended as part of the design. Furthermore, recommendations will be made for the potential use of the removed rock riprap.

MCWRA may then choose to circulate the report to DSOD and FERC for review and comment. This can be considered a 30 percent design submittal. Following receipt of comments on the Draft Report, the comments will be addressed and incorporated into a final version of the report. A workshop will be conducted to present and discuss the erosion protection design.

#### ***Task 8 Deliverables***

- Draft Design Report, electronic format
- Workshop Presentation and Meeting Notes
- Response to Comments on Draft Design Report
- Final Design Report in electronic format and hard copy

#### ***Task 8 Assumptions***

- The scope of work for this task includes addressing up to two (2) rounds of review comments each from MCWRA, DSOD, and FERC and incorporating the comments into a

revised, final design report.

## **TASK 9. DESIGN DRAWINGS AND SPECIFICATIONS**

A design package for the selected plunge pool shape and preferred erosion protection concept will be developed, including drawings and technical specifications. Submittals will be prepared at 60%, 90%, and 100% levels of completion. Deliverables will be provided electronically for review and comment by MCWRA. Comments will be documented and addressed in writing, and necessary changes will be incorporated into the next submittal as appropriate. Final deliverables including PE stamped drawings will be provided in hard copy as well as electronic format, in accordance with MCWRA procedures. Corresponding construction cost estimates will also be developed, under Task 10. The design work will be divided into subtasks as described below.

### **Subtask 9.1. Design Drawings**

The erosion protection design package will include a set of construction drawings including an overall location map and site plan, general notes and details, access routes and staging areas, erosion protection layouts, excavation and grading plans, erosion protection sections and details, other site stabilization sections and details, site restoration plans and details, and other relevant information. The drawings will be prepared in AutoCAD following generally accepted drafting standards. The full design package is estimated to consist of approximately 20 drawing sheets, of which approximately 10 to 12 will be provided with the 60% submittal, 16 to 18 will be provided with the 90% submittal, and all drawings will be provided with the 100% submittal.

### **Subtask 9.2 Technical Specifications**

The design package will include technical specifications prepared in Construction Specifications Institute (CSI) format. The specifications will cover relevant subjects such as site access and staging, environmental and water quality protection requirements, control of water, erosion protection materials and placement requirements, excavated materials handling and disposal, and other technical items describing construction materials, quality, and execution requirements. Division 1 specifications will be developed including measurement and payment provisions, site specific constraints and requirements, available information and bidding requirements, and other project-specific subjects.

### **Task 9 Deliverables**

- 60% complete drawings and draft specifications
- 90% complete drawings and updated draft specifications
- 100% complete drawings and specifications

### **Task 9 Assumptions**

- The design package will include approximately 20 drawing sheets
- MCWRA will provide standard contracting specifications for Division 0
- AECOM will develop Division 1 specifications as described above
- MCWRA will assemble and issue the overall contract bid package
- The scope of work for this task includes addressing review comments from MCWRA, DSOD, and FERC on the design package submittals and incorporating the comments into the final design package

## **TASK 10. CONSTRUCTION COST ESTIMATE**

To accompany the development of construction plans and specifications for the erosion protection design, an engineer's estimate of probable construction costs will be developed for the final design.

The engineer's estimate will be based on and include establishment of bid items for the estimate, quantity take-offs, pricing development, documentation of the estimate basis, and associated coordination with the project team and quality control review. The engineer's estimate will be developed based on unit costs for materials considering pricing from suppliers as well as bid tabulations from similar past projects. The engineer's estimate will represent an opinion of the probable construction cost based on professional engineering judgment. Estimates will be prepared based on the 60%, 90% and 100% design submittals. The 100% estimate will be documented in a technical memorandum summarizing the basis of the estimate and key estimating assumptions.

### ***Task 10 Deliverables***

- 60% Cost Estimate
- 90% Cost Estimate Draft Technical Memorandum
- 100% Cost Estimate and Final Technical Memorandum

## **TASK 11. ENVIRONMENTAL ASSISTANCE**

This task provides an allowance for environmental reviews and/or permitting for the geotechnical investigations and the construction project. Environmental reviews under CEQA and NEPA may be needed and permits may be needed from CDFW, RWQCB, USACE and other agencies. Field surveys and/or biological monitoring can also be carried out under this task if needed.

### ***Task 11 Deliverables***

- Permit applications for all necessary permits required for geotechnical investigations and construction at 90% design.

### ***Task 11 Assumptions***

- The budget provided for this task is an allowance and will be refined.
- AECOM staff will lead the environmental review and permitting tasks with MCWRA assistance. MCWRA will submit permit applications and negotiate with regulatory agencies.

## **TASK 12. BID PHASE SERVICES**

This task includes providing as-needed assistance during the bid and award phase of the project. The potential scope includes addressing bidder questions, developing responses as needed, participating in pre-bid meetings and activities, and assisting with tabulation and evaluation of bids received. The budget for this task is an allowance.

### ***Task 12 Deliverables***

- To be determined



### **Task 12 Assumptions**

- The budget for this task is an allowance.
- Construction phase services are not included in this task. These services will be scoped and budgeted at a later stage of the project if necessary.

## **SCHEDULE**

The estimated duration of the project is 18 months from approval date, including review periods. However, the review durations for DSOD and FERC are difficult to estimate and could result in a longer overall duration of work. Refer to Figure 2 for the project schedule Gantt chart. Assuming a Notice to Proceed (NTP) on March 1<sup>st</sup>, 2025, the project task milestones are estimated as follows:

| <b>Project Milestone</b>                                 | <b>Completion Date</b> |
|--|------------------------|
| <b>Task 1</b> – Project Management and Coordination      | Sep 14, 2026           |
| <b>Task 2</b> – Existing Data Review                     | Jan 9, 2024            |
| <b>Task 3</b> – Topographic and Bathymetric Survey       | Jan 15, 2024           |
| <b>Task 4</b> – Rock Outcrop Geotechnical Investigations | Mar 1, 2025            |
| <b>Task 5</b> – Plunge Pool Geotechnical Investigations  | Sep 1, 2025            |
| <b>Task 6</b> – Revised Alternatives Analysis            | Jul 21, 2025           |
| <b>Task 7</b> – Hydraulic Analysis of Design             | Aug 18, 2025           |
| <b>Task 8</b> – Design Development and Report            | Feb 16, 2026           |
| <b>Task 9</b> – Design Package                           | Sep 14, 2026           |
| <b>Task 10</b> – Construction Cost Estimate              | Sep 14, 2026           |
| <b>Task 11</b> – Environmental Assistance                | TBD                    |
| <b>Task 12</b> – Bid and Award Phase Services            | TBD                    |

## **ESTIMATED BUDGET**

The engineering estimate for the scope of work is provided in the attached Table 1. The budget was estimated on a time-and-materials basis by task, with indicated allowances where the level of effort is not well defined. The total estimated not-to-exceed budget is \$1,675,137 including allowances for Tasks 11 and 12. A budget estimate for additional services such as engineering support during construction will be developed upon request. The estimate was prepared using existing 2024 billing rates, consistent with our other MCWRA agreements, escalated 3 percent to allow for rate increases during the project duration.

Mr. Mark Foxworthy  
Monterey County Water Resources Agency  
Nacimiento Dam Plunge Pool Erosion Protection Design  
Scope and Budget Estimate  
March 7, 2025

Page 16 of 16

Please don't hesitate to contact the undersigned with any questions or comments on the proposed scope and budget. We look forward to continuing our support for MCWRA on this important project.

Sincerely,

**AECOM Technical Services, Inc.**



Theodore Feldsher, P.E., G.E.  
Vice President



Stanley H. Kline, P.E., G.E.  
Project Manager

cc: Brendan O'Rourke, AECOM

**Attachments:**

Table 1. Budget Estimate  
Figure 1. Geotechnical Investigations Map  
Figure 2. Project Schedule

MCWRA Nacimiento Dam  
Plunge Pool Erosion Protection Design

Project Notes: - Scope and Budget for rock outcrop project was submitted in June 2023  
- This budget supersedes the rock outcrop project budget and is for an expanded scope that includes the erosion protection design

TABLE 1 - BUDGET ESTIMATE

|         |        |   |
|---------|--------|---|
| Legend: | Orange | Task carried over from Rock Outcrop Project               |
|         | Yellow | Task updated and expanded from rock outcrop project scope |
|         | Green  | Task added for erosion protection design scope            |

|  | Role:         | Principal Engineer / PIC | Project Manager | Senior Technical Lead / Geotech | Project Engineer / Geotech | Principal Geologist | Senior Geologist | Senior Engineer / Structural | Project Engineer / Structural | Prinicpal Engineer / Hydraulics | Project Engineer / Hydraulics | Staff Engineer | GIS      | CAD      | Admin    | Principal Enviro Planner | Project Enviro Planner | Total Labor Hours | AECOM Labor Costs | Other Direct Costs | Existing Budget | Proposed Change Order | Total Costs  |
|--|---------------|--------------------------|-----------------|---------------------------------|----------------------------|---------------------|------------------|------------------------------|-------------------------------|---------------------------------|-------------------------------|----------------|----------|----------|----------|--------------------------|------------------------|-------------------|-------------------|--------------------|-----------------|-----------------------|--------------|
|  | Billing Rate: | \$297.00                 | \$240.00        | \$258.00                        | \$178.00                   | \$297.00            | \$213.00         | \$213.00                     | \$178.00                      | \$297.00                        | \$178.00                      | \$144.00       | \$166.00 | \$144.00 | \$118.00 | \$297.00                 | \$178.00               |                   |                   |                    |                 |                       |              |
| Task 1. Project Management and Coordination      |               | 60                       | 300             |                                 |                            |                     |                  |                              |                               | 170                             |                               |                |          |          | 80       |                          |                        | 610               | \$ 129,520        | \$ -               | \$ 29,920       | \$ 99,600             | \$ 129,520   |
| Task 2. Existing Data Review                     |               |                          |                 | 10                              | 10                         | 4                   | 4                | 10                           | 10                            |                                 |                               | 10             | 10       |          |          |                          |                        | 68                | \$ 12,320         | \$ -               | \$ 12,320       | \$ -                  | \$ 12,320    |
| Task 3. Topographic and Bathymetric Survey       |               |                          |                 |                                 |                            |                     |                  |                              | 8                             | 8                               |                               |                | 8        | 8        |          |                          |                        | 32                | \$ 5,264          | \$ 16,500          | \$ 21,764       | \$ -                  | \$ 21,764    |
| Task 4. Rock Outcrop Geotechnical Investigations |               | 20                       | 42              | 60                              | 34                         | 90                  | 146              | 0                            | 0                             | 0                               | 0                             | 56             | 16       | 8        | 24       | 0                        | 0                      | 496               | \$ 95,402         | \$ 95,048          | \$ 190,450      | \$ -                  | \$ 190,450   |
| 4.1. Geotechnical Work Plan                      |               | 4                        | 8               | 16                              | 16                         | 16                  | 32               |                              |                               |                                 |                               | 16             | 8        |          | 8        |                          |                        | 124               | \$ 25,464         |                    |                 |                       | \$ 25,464    |
| 4.2. Health and Safety Plan                      |               |                          | 2               | 4                               |                            | 6                   | 8                |                              |                               |                                 |                               | 4              |          |          | 6        |                          |                        | 30                | \$ 6,099          |                    |                 |                       | \$ 6,099     |
| 4.3. Geophysical Surveys                         |               |                          |                 |                                 | 8                          | 16                  |                  |                              |                               |                                 |                               |                |          |          |          |                          |                        | 24                | \$ 5,616          | \$ 22,770          |                 |                       | \$ 28,386    |
| 4.4. Drill and Sample Borings                    |               |                          | 8               | 8                               |                            | 40                  | 60               |                              |                               |                                 |                               |                |          |          |          |                          |                        | 116               | \$ 27,810         | \$ 69,278          |                 |                       | \$ 97,088    |
| 4.5. Field and Laboratory Testing                |               |                          | 4               | 8                               | 8                          | 4                   |                  |                              |                               |                                 |                               | 16             |          |          | 2        |                          |                        | 42                | \$ 7,938          | \$ 3,000           |                 |                       | \$ 10,938    |
| 4.6. Geotechnical Design Memorandum              |               | 16                       | 20              | 24                              | 10                         | 16                  | 30               |                              |                               |                                 |                               | 20             | 8        | 8        | 8        |                          |                        | 160               | \$ 33,951         |                    |                 |                       | \$ 33,951    |
| Task 5. Plunge Pool Geotechnical Investigations  |               | 24                       | 78              | 60                              | 46                         | 126                 | 306              | 0                            | 0                             | 0                               | 0                             | 82             | 28       | 14       | 22       | 0                        | 0                      | 786               | \$ 173,184        | \$ 247,632         | \$ -            | \$ 420,816            | \$ 420,816   |
| 5.1. Geotechnical Work Plan/DPP                  |               | 8                        | 14              | 16                              | 8                          | 16                  | 64               |                              |                               |                                 |                               | 16             | 14       |          | 2        |                          |                        | 158               | \$ 34,536         |                    |                 |                       | \$ 34,536    |
| 5.2. Health and Safety Plan                      |               |                          | 4               | 2                               |                            | 2                   | 10               |                              |                               |                                 |                               | 8              |          |          | 2        |                          |                        | 28                | \$ 5,588          |                    |                 |                       | \$ 5,588     |
| 5.3. Land Drilling                               |               | 4                        | 10              | 10                              | 4                          | 20                  | 60               |                              |                               |                                 |                               |                |          |          |          |                          |                        | 108               | \$ 25,600         | \$ 75,299          |                 |                       | \$ 100,899   |
| 5.4. Barge Drilling                              |               | 4                        | 10              | 10                              | 4                          | 40                  | 100              |                              |                               |                                 |                               |                |          |          |          |                          |                        | 168               | \$ 40,060         | \$ 169,333         |                 |                       | \$ 209,393   |
| 5.5. Field and Laboratory Testing                |               |                          | 8               | 14                              | 14                         | 8                   |                  |                              |                               |                                 |                               | 26             |          |          | 4        |                          |                        | 74                | \$ 14,616         | \$ 3,000           |                 |                       | \$ 17,616    |
| 5.6. Geotechnical Investigation Report           |               | 8                        | 32              | 8                               | 16                         | 40                  | 72               |                              |                               |                                 |                               | 32             | 14       | 14       | 14       |                          |                        | 250               | \$ 52,784         |                    |                 |                       | \$ 52,784    |
| Task 6. Revised Alternatives Analysis            |               | 6                        | 18              | 6                               | 8                          | 2                   | 0                | 0                            | 0                             | 194                             | 112                           | 36             | 12       | 36       | 0        | 0                        | 0                      | 430               | \$ 99,582         | \$ -               | \$ -            | \$ 99,582             | \$ 99,582    |
| 6.1. Alternatives Development                    |               | 4                        | 6               | 4                               | 6                          | 2                   |                  |                              |                               | 64                              | 56                            | 12             |          | 16       |          |                          |                        | 170               | \$ 38,330         |                    |                 |                       | \$ 38,330    |
| 6.2. Hydraulic Modeling                          |               |                          | 6               |                                 |                            |                     |                  |                              |                               | 110                             | 44                            | 16             |          | 12       |          |                          |                        | 188               | \$ 45,974         |                    |                 |                       | \$ 45,974    |
| 6.3. Preferred Alternative Workshop              |               | 2                        | 6               | 2                               | 2                          |                     |                  |                              |                               | 20                              | 12                            | 8              | 12       | 8        |          |                          |                        | 72                | \$ 15,278         |                    |                 |                       | \$ 15,278    |
| Task 7. Hydraulic Analysis of Design             |               | 18                       | 18              |                                 |                            |                     |                  |                              |                               | 98                              | 72                            | 62             |          | 12       |          |                          |                        | 280               | \$ 62,244         | \$ -               | \$ 50,865       | \$ 11,379             | \$ 62,244    |
| Task 8. Design Development and Report            |               | 42                       | 90              | 74                              | 164                        |                     |                  | 76                           | 150                           | 170                             | 206                           | 226            | 74       | 160      | 16       |                          |                        | 1,448             | \$ 282,160        | \$ -               | \$ 76,954       | \$ 205,206            | \$ 282,160   |
| Task 9. Design Drawings and Specifications       |               | 35                       | 74              | 74                              | 108                        | 0                   | 0                | 90                           | 150                           | 98                              | 294                           | 220            | 54       | 240      | 0        | 0                        | 0                      | 1,437             | \$ 268,983        | \$ -               | \$ -            | \$ 268,983            | \$ 268,983   |
| 9.1. Design Drawings                             |               | 20                       | 54              | 54                              | 68                         |                     |                  | 60                           | 120                           | 68                              | 214                           | 160            | 54       | 240      |          |                          |                        | 1,112             | \$ 203,928        |                    |                 |                       | \$ 203,928   |
| 9.2. Technical Specifications                    |               | 15                       | 20              | 20                              | 40                         |                     |                  | 30                           | 30                            | 30                              | 80                            | 60             |          |          |          |                          |                        | 325               | \$ 65,055         |                    |                 |                       | \$ 65,055    |
| Task 10. Construction Cost Estimate              |               | 8                        | 12              | 16                              | 40                         |                     |                  | 40                           |                               | 10                              | 24                            | 24             |          |          |          |                          |                        | 174               | \$ 35,722         | \$ -               | \$ -            | \$ 35,722             | \$ 35,722    |
| Task 11. Environmental Assistance                |               | 8                        | 8               |                                 |                            |                     |                  |                              |                               |                                 |                               |                |          |          |          | 200                      | 200                    | 416               | \$ 99,296         | \$ -               | \$ 38,400       | \$ 60,896             | \$ 99,296    |
| Task 12. Bid and Award Phase Services            |               | 8                        | 40              | 20                              | 40                         |                     |                  | 24                           | 24                            |                                 | 40                            | 40             |          | 40       |          |                          |                        | 276               | \$ 52,280         | \$ -               | \$ -            | \$ 52,280             | \$ 52,280    |
|  |               |                          |                 |                                 |                            |                     |                  |                              |                               |                                 |                               |                |          |          |          |                          |                        |                   | AECOM Labor Costs | Other Direct Costs | Existing Budget | Proposed Change Order | Total Costs  |
| Total Hours                                      |               | 229                      | 680             | 320                             | 450                        | 222                 | 456              | 240                          | 342                           | 578                             | 918                           | 756            | 202      | 518      | 142      | 200                      | 200                    | 6,453             | \$ 1,315,957      | \$ 359,180         | \$ 420,673      | \$ 1,254,464          | \$ 1,675,137 |
| Total Labor Costs                                |               | \$68,013                 | \$163,200       | \$82,560                        | \$80,100                   | \$65,934            | \$97,128         | \$51,120                     | \$60,876                      | \$171,666                       | \$163,404                     | \$108,864      | \$33,532 | \$74,592 | \$16,756 | \$59,400                 | \$35,600               | \$1,332,745       | \$ 1,315,957      | \$ 359,180         | \$ 420,673      | \$ 1,254,464          | \$ 1,675,137 |

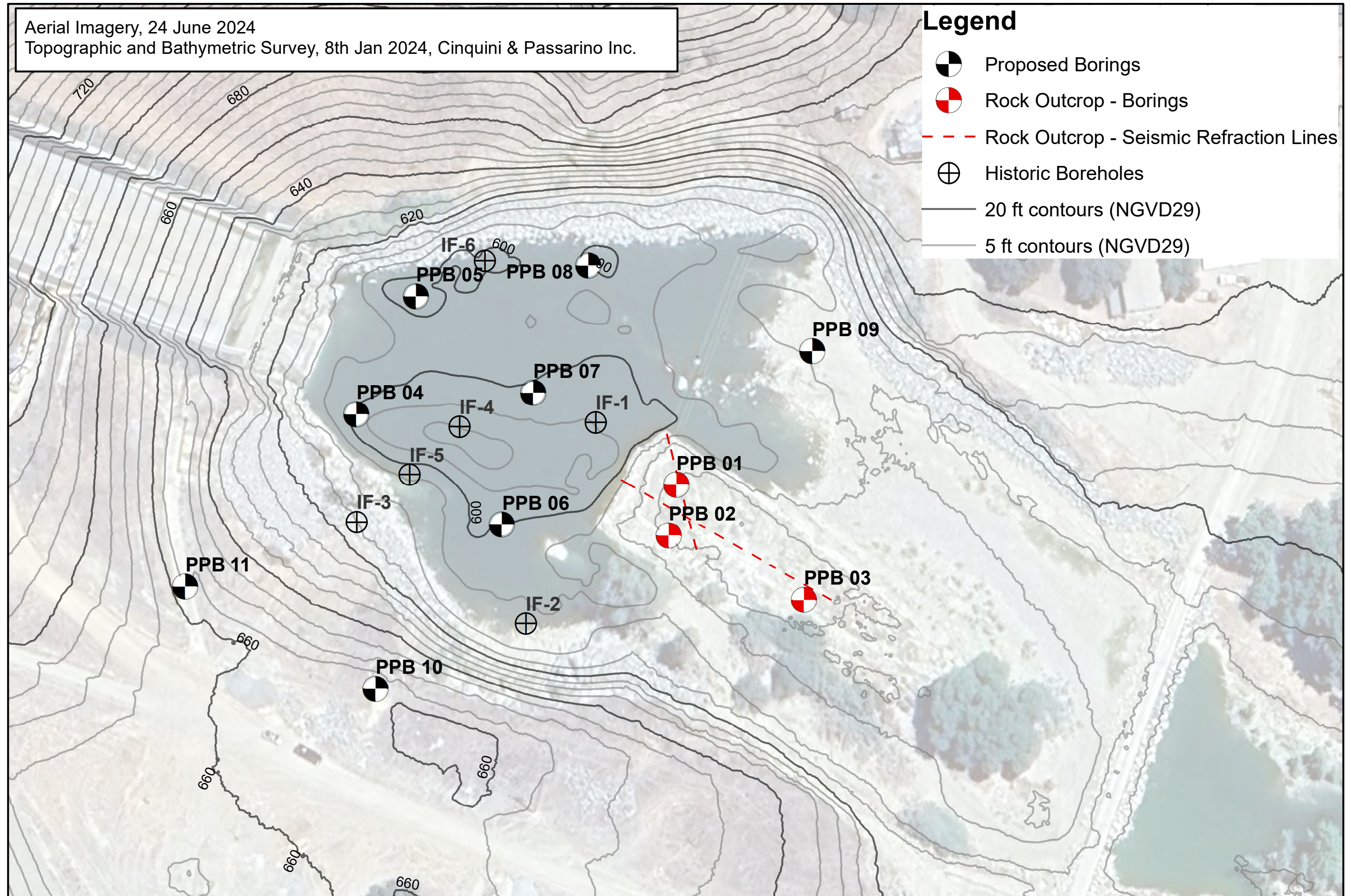
Budget Notes:  
1. Costs from Subs and ODC's include 10% markup.  
2. Billing rates are for 2024 with 3% escalation



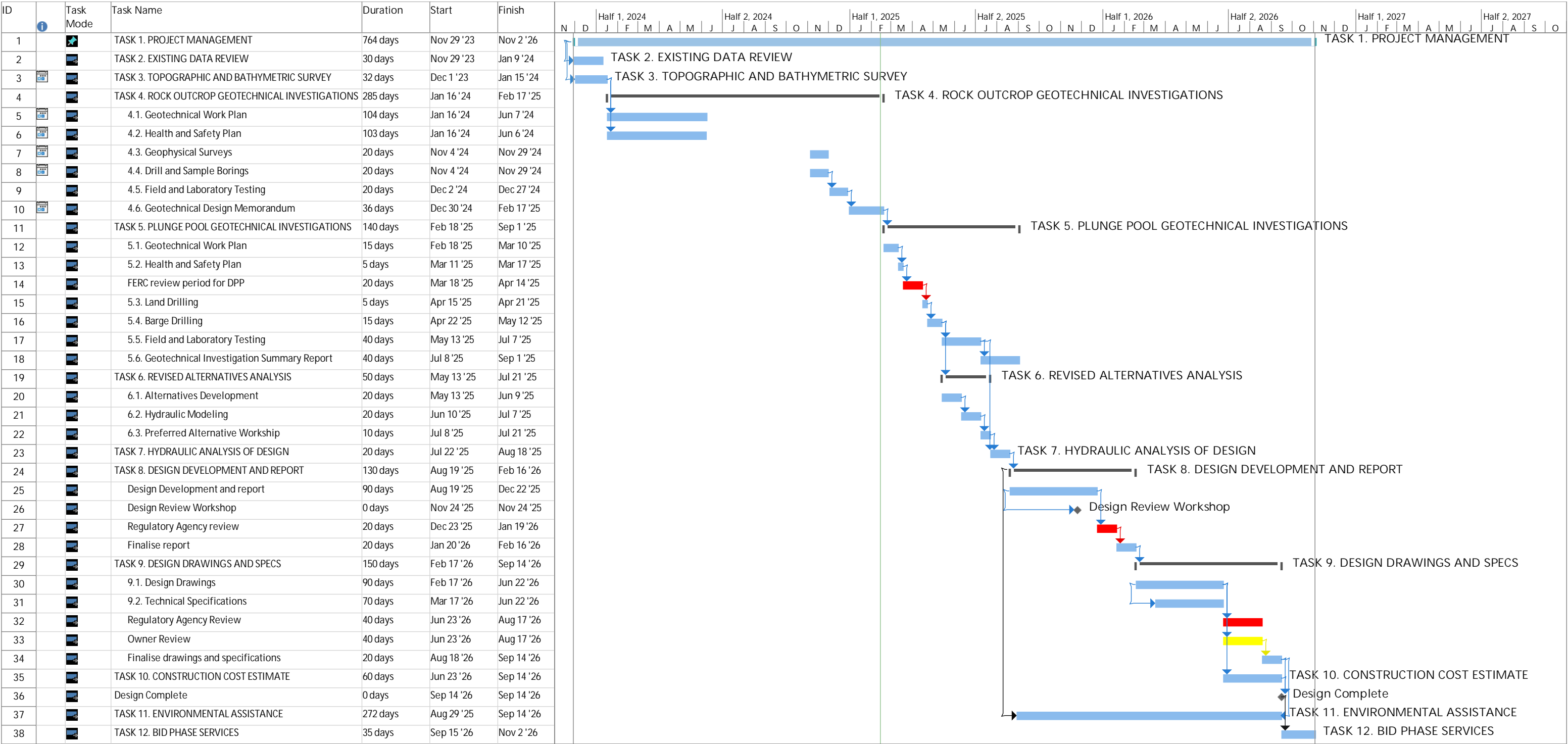
Aerial Imagery, 24 June 2024  
Topographic and Bathymetric Survey, 8th Jan 2024, Cinquini & Passarino Inc.

## Legend

- Proposed Borings
- Rock Outcrop - Borings
- Rock Outcrop - Seismic Refraction Lines
- Historic Boreholes
- 20 ft contours (NGVD29)
- 5 ft contours (NGVD29)







**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and AECOM Technical Services, Inc., a California corporation hereinafter called "CONTRACTOR"; each may be referred to herein as a "Party" or collectively as the "Parties".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A, B and C in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibits A and B:**
  - (a) The scope of work is briefly described and outlined as follows:  
*Engineering services for Nacimiento Dam and San Antonio Dam including seismic stability evaluation, and dam surveillance and performance evaluation.*
  - (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.
2. Term of Agreement. The term of this Agreement shall **begin on June 1, 2020** by CONTRACTOR and Agency, and will **terminate on June 30, 2022**, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in **Exhibit C**. The maximum amount payable to CONTRACTOR under this contract is **nine hundred thirty eight thousand three hundred fifty dollars.**
- 

**(\$ 938,350.00).**

4. Monthly Invoices by CONTRACTOR: Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in **Exhibits A and B** for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full

force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

52 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

53 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 6. Insurance.

6.1 Evidence of Coverage:  
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall



neither relieve nor decrease the liability of the CONTRACTOR.

62 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

63 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11- 85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be

deducted from any sum due CONTRACTOR.

11. Force Majeure. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events beyond the reasonable control of the claiming Party, including, but without limitation to, “acts of god,” abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). For the avoidance of doubt, Force Majeure Events include the Coronavirus disease (COVID-19) outbreak. The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party’s performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, CONTRACTOR shall be entitled to an equitable adjustment to the project schedule. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent CONTRACTOR’s performance of the Services for more than thirty (30) days, then either Party shall be entitled to terminate this Agreement without breach. In case of such termination, CONTRACTOR shall be entitled to compensation for those Services performed as of the date of termination.
12. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
13. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
14. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social

security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

15. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
16. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation



of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

22. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
23. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
25. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
27. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be  
Mr. Stan Kline

Agency's designated administrator of this Agreement shall be  
Mr. Chris Moss

28. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

| TO AGENCY  |  | TO CONTRACTOR |   |
|------------|--|---------------|---|
| Name:      | Mr. Chris Moss   | Name:         | Mr. Stan Kline  |
| Address:   | Monterey County Water Resources Agency<br>1441 Schilling Place – North Building<br>Salinas, CA 93901 | Address:      | AECOM Technical Services, Inc.<br>300 Lakeside Drive,<br>Oakland, CA 94612          |
| Telephone: | 831-755-4860   | Telephone:    | 510-874-3191  |
| Fax:       | 831-424-7935   | E-mail:       | Stan.Kline@aecom.com  |
| E-Mail:    | mosscc@co.monterey.ca.us   | E-Mail:       | Claims-related notices shall be copied<br>to: AMER-DCSProjectClaimNotices@aecom.com |

29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in attached Exhibits.
30. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
31. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. 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 agreement.
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A - Scope of Work & Work Schedule (Nacimiento Dam Seismic Stability Evaluation)
  - Exhibit B - Scope of Work & Work Schedule (San Antonio Dam Surveillance & Performance Evaluation)
  - Exhibit C - Payment Provisions
33. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:

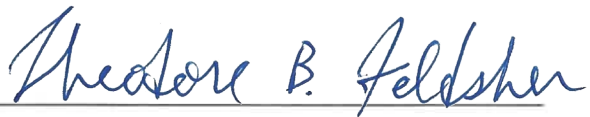


Brent Buche E-Sign 6/8/2020  
General Manager

Date: June 8, 2020

**CONTRACTOR:**

BY:

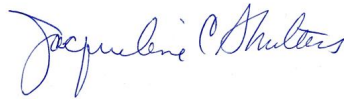


Type Name: Theodore B. Feldsher

Title: Vice President

Date: May 27, 2020

BY:



Type Name: Jacqueline C. Shulters

Title: Vice President

Date: May 27, 2020

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.



\* \* \* \* \*

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## EXHIBIT A

# Nacimiento Dam Seismic Stability Evaluation

## SCOPE OF WORK and WORK SCHEDULE

### INTRODUCTION

This Scope of Work includes geotechnical investigations and analyses to provide an up-to-date seismic safety evaluation of the Nacimiento Dam embankment. This work includes establishing updated embankment and foundation material properties, updated site-specific ground motions for seismic analysis, analysis of liquefaction potential of streambed materials under the dam shells, and estimation of potential embankment deformation under seismic loading. This work is expected to provide applicable information to facilitate further subsequent definition and categorization of potential failure mode (PFM) Nos. S-01, S-02, S-03, S-08, and S-09 described in the 2019 7<sup>th</sup> FERC Part 12D Report (2019 PFM Nos. S-01 and S-02, and S-03 were previously designated as PFM Nos. 5 and 6, respectively, in the 2014 6<sup>th</sup> FERC Part 12D Report). Nacimiento Dam is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and the California Department of Water Resources, Division of Safety of Dams (DSOD). Coordination of this work with FERC and DSOD is necessary, and the results of this work will be subject to review by FERC and DSOD.

The Scope of Work and associated basis and assumptions are presented in the following task descriptions. This Scope of Work focuses on the seismic stability of the dam embankment. Static slope stability, rapid drawdown, and other static loading conditions are not included because these load cases are not expected to be as critical to the performance and safety of the dam as the seismic load case, and these load cases are not identified in the 2019 Potential Failure Mode Analysis (PFMA) as needing further evaluation. The field investigation program proposed in this work is focused on the central core and downstream shell zones of the dam, and the downstream alluvium foundation, with drilling and sampling into these materials from the dam crest and downstream slope for material characterization. Drilling and sampling of drain and filter zone materials for assessment of filter compatibility between core and shell zones is not part of this scope.

Payment Provisions and Budget for this work are described in Exhibit C. This Scope of Work has been prepared using the best available information. However, due to the unknown nature of the materials to be drilled, sampled and laboratory tested, it is acknowledged that work beyond that described in this Scope may be needed depending on field conditions encountered and review of results from the program outlined herein.

### SCOPE OF WORK

#### TASK 1 - EXISTING DATA REVIEW

This task includes supplemental review of available existing information on the investigation, design, construction, and subsequent evaluations of the Nacimiento Dam embankment. This task builds on the review already carried out to support the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan* development, and covers data needed to support the proposed investigation and analyses. Applicable data will be identified from the review to guide the direction and focus of investigation and analysis for the dam embankment seismic evaluation. This task includes existing data review by field staff and expectation for field identification to anticipate material types and differences between dam shell and existing streambed materials, for advanced preparation. The project documents anticipated for review include the following, to supplement prior review:

- Site topography
- Geotechnical and geologic investigation reports
- Design reports
- Construction plans, specifications, reports
- Historic photos
- Stability reports
- FERC and DSOD reports and records

## **TASK 2 - FINAL GEOTECHNICAL INVESTIGATION WORK PLAN**

The existing geotechnical investigation work plan, titled *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*, will require finalizing upon receipt of FERC and DSOD comments. Some responses to comments and associated revisions are expected, and up to 50 labor hours are budgeted for this effort. The scope of work for this task includes addressing one round of review comments from FERC and DSOD and development of a single revised, final work plan. The revised work plan will be submitted to MCWRA for their review and submission to FERC and DSOD. Developing responses to comments from MCWRA, DSOD, and/or FERC beyond 50 labor hours is not included in the budget for this task.

## **TASK 3 - FIELD INVESTIGATION**

The proposed field investigation will provide data to support the seismic stability evaluation of the dam embankment. The investigation will be carried out to obtain data to address the following subjects:

- Engineering properties of the dam embankment materials
- Thickness and engineering properties of the alluvium in the dam foundation
- Lithology and engineering geology of the foundation bedrock
- Phreatic surface in the dam embankment core and downstream shell zones

To accomplish these objectives, the proposed geotechnical investigation program includes the following activities:

- Drilling and sampling 12 rotary wash soil borings through the dam embankment, underlying alluvium, and into bedrock;
- Extending one boring at least 30 meters into bedrock;
- Performing downhole P-wave and S-wave seismic velocity surveys in five of the borings;
- Constructing open standpipe PVC piezometers in six of the borings; and
- Laboratory testing of recovered soil samples.

The proposed exploratory boring locations are shown in plan view on Figure 1 of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan* (AECOM, 2020). The borings are laid out on the dam crest and downstream slope with two rows of four borings each perpendicular to the dam crest approximately on either side of the maximum section, three additional borings on the lower berm, and one additional boring at the downstream toe between the two four-boring rows. The planned depths, drilling methods, and field testing for each boring are listed in Table 1 of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. Selected borings located on the crest, upper berm, and lower berm will be completed with open standpipe piezometers. One boring at the downstream toe will be drilled at least 30 meters into rock underlying the alluvium beneath the embankment to allow for development of a Vs30 shear wave seismic velocity profile. The proposed number and distribution of borings and piezometers were developed to provide sufficient geotechnical data for the foundation liquefaction potential assessment and seismic stability analysis.

Access to the upper berm on the downstream slope of the dam requires driving directly up a steep portion of the left side of the dam, and therefore, the use of an all-terrain, track-mounted drill is planned. In addition, the assistance of a small bulldozer is anticipated to be needed to pull the track-mounted drill up to the upper berm. The crest borings and all borings on the downstream slope lower berm and at the downstream toe of the dam can be accessed with either an all-terrain or truck-mounted drill rig. All proposed boring locations are on horizontal surfaces and will not require grading.

Although subsurface utilities are not anticipated at the proposed exploration locations, MCWRA engineering and maintenance personnel will be consulted regarding any underground utilities, and boring locations will be cleared by contacting the Underground Service Alert one-call number.

Access to drilling locations on the dam crest will be accomplished with truck-mounted drilling equipment, and will require closing one lane of traffic on Nacimiento Lake Drive during the course of the drilling. This will require an encroachment permit from San Luis Obispo County Department of Public Works. A traffic control subcontractor will be retained to provide necessary signs, cones, and personnel to secure lane closure during drilling operations on the dam crest in accordance with encroachment permit standards. Drilling on the downstream face of the dam or at locations near the dam toe will not require traffic control.

### **Task 3.1 - Permitting**

Drilling and well construction permits will be obtained by AECOM from the San Luis Obispo County Department of Environmental Health for drilling of geotechnical borings and piezometer construction. Other permits and authorizations that may potentially be needed are listed in Section 1.2 of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. Other permits will be obtained by MCWRA.

### **Task 3.2 - Health and Safety Plan**

A Health and Safety Plan (HASP) will be developed to describe required procedures for safe completion of the various field tasks included in the geotechnical investigation. The HASP will include descriptions of the appropriate procedures and hazard mitigation measures related to each task. The HASP will provide contact information for AECOM site personnel as well as Project Manager, Project Geotechnical Engineer, and Project Engineering Geologist. Directions to the nearest hospital and associated map will also be included.

### **Task 3.3 - Drilling, Sampling, and Piezometer Installation**

Rotary wash drilling methods will primarily be used, although hollow stem augers (HSA) will be used to drill the upper 30 feet of the two dam crest borings to advance into the embankment core zone. The HSA will be left in place or steel casing will be inserted into the HSA-drilled hole to act as conductor casing while these borings are drilled deeper with rotary wash equipment. This will isolate the upper cased portion of the boring from the hydraulic pressure generated by the drill fluid. The borings will be advanced using 4½-inch to 6-inch diameter drag or tricone bits at the end of N-size rods. The larger size bit will be necessary on all of the piezometer borings to create a bore hole with suitable annular space around the 2-inch PVC piezometer casing. Each of the borings will be drilled into the in-place rock underlying the dam such that the top of rock elevation can be identified. One boring at the dam toe will be drilled with rock coring equipment at least 30 meters into bedrock to allow for measurement of shear wave velocity (Vs) data.

The general geotechnical drilling and sampling procedures will be as follows:

- Boring locations will be recorded using a handheld GPS device.

- Rotary wash soil drilling methods in accordance with American Society for Testing and Materials (ASTM) D5783 will be the primary drilling technique. HSA drilling methods will be used in the upper 30 feet of the dam core zone borings on the crest. Rock coring will be used in the deep boring 30 meters into bedrock. The rotary wash borings will be advanced using a 4½-inch-diameter drag or tricone bit at the end of N-size rods. Piezometer borings will either be drilled initially with a 6-inch bit or will be reamed with a 6-inch bit after initially drilling to final depth with the 4½-inch bit.
- Samples in the dam core zone borings will be collected with a modified California drive sampler, described in ASTM D3550/D3550M, with a nominal outside diameter of 3 inches and with a Pitcher barrel sampler. Samples in the downstream dam shell zone and underlying alluvial deposits will primarily be collected with a 2-inch outside diameter SPT drive sampler in accordance with ASTM D1586.
- Drive samples will be advanced into the soil using an auto-trip hammer weighing 140 pounds, with a drop height of 30 inches. A hammer calibrated within the last 12 months will be used, or an onsite hammer calibration will be performed.
- A 3-inch diameter Pitcher barrel sampler will be used to obtain relatively undisturbed samples of the dam core zone materials for laboratory testing. The Pitcher barrel sampler will be advanced slowly while carefully monitoring the drill fluid pump pressure. If the pressure increases above the maximum allowed limit (½ psi per foot of boring depth), the sampler advancement will be stopped, and the pump pressure will be reduced to within the allowable limit before proceeding.
- The SPT will be used primarily in granular soils to evaluate the density of the soils. In gravelly soils, SPT blow counts will be noted for each 1-inch of penetration.
- Backfilling of the geotechnical borings will comply with County boring permits using a mixture of neat cement grout that is tremie pumped up from the bottom of the hole.
- At the completion of drilling each boring, drill cuttings and fluids will be placed into drums or bins and disposed of at an approved off-site disposal facility.

The general piezometer installation procedures will be as follows:

- Six open standpipe 2-inch diameter PVC piezometers will be installed in select boreholes: two on the crest, two on the upper berm, and two on the lower berm, as described in Table 1, shown on Figure 1, and detailed on Figure 8, of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*.
- Piezometer depths within the boreholes will be chosen to provide a thorough understanding of the piezometric surface within the embankment.
- The piezometers will typically be installed with the slotted portion of the casing and the associated sand pack near the bottom of the borehole.
- One piezometer will be constructed with the sensing zone within the downstream shell zone of the dam, well above the underlying alluvium.
- One of the two planned core zone piezometers will be constructed with a higher sensing zone.
- A bentonite seal will be constructed above the sand pack to prevent infiltration by the overlying cement grout that will backfill the majority of the borehole annulus above the sensing zone of the piezometers.

The drilling, sampling, and piezometer installation field program is based on a subcontract driller operating on a time and materials basis, estimated for an eight-week duration to accomplish the outlined tasks.

### **Task 3.4 - Geophysical Surveying**

Downhole seismic P-wave ( $V_p$ ) and S-wave ( $V_s$ ) surveys will be conducted in selected borings, as listed in Table 1 of the Nacimientto Dam Geotechnical Drilling and Piezometer Installation Plan, to provide engineering data for dynamic site response analysis. These seismic surveys involve lowering a probe into the fluid-filled length of a borehole to measure the subsurface compression (P) and shear (S) wave velocities. The probe has an energy source (an internal hammer that can strike the borehole wall) and a receiver that detects when the energy pulse reaches it. Measurements are taken at closely spaced intervals throughout the length of the borehole to provide a detailed seismic velocity profile.

### **TASK 4 - LABORATORY TESTING**

A geotechnical laboratory testing program will be developed to provide index properties and engineering characteristics of the dam embankment and the underlying foundation materials. The testing program will be refined and finalized during subsurface field exploration activities, after the soil and bedrock samples have been obtained and inspected in the laboratory. Reviewed field logs will support the basis for laboratory testing assignments.

The key objectives of the laboratory testing program include: (1) supporting liquefaction assessment of embankment and foundation alluvial soils, and (2) developing updated material characterization of the core zone materials including shear strength characteristics. For liquefaction characteristics, the laboratory testing program will include tests for percentage of fines, plasticity, gradation, and moisture content. For shear strength characteristics, the planned tests will include undrained shear strength and effective and total strength parameters through triaxial ICU tests on relatively undisturbed Pitcher barrel samples.

The anticipated types of laboratory tests include but are not limited to the following:

- Index properties tests (moisture, density, gradation, Atterberg limits - 60 of this testing suite estimated)
- Triaxial shear strength tests for soils (3 unconsolidated undrained and 6 consolidated undrained tests estimated)
- Unconfined compressive strength for bedrock materials

### **TASK 5 - DATA EVALUATION AND MATERIAL CHARACTERIZATION**

#### **Task 5.1 - Data Evaluation**

The field boring logs will be reviewed by a Project Engineering Geologist and/or Project Geotechnical Engineer. This QA review of the field logs includes comparison of the descriptions on the logs with the recovered samples. The field logs will be revised and updated as needed based on the laboratory testing results. The field and lab testing data will be summarized and tabulated to facilitate evaluation of the data and material characterization providing the basis for engineering analysis.

#### **Task 5.2 - Investigation Summary Report**

A report will be prepared summarizing the results of the field investigation and laboratory testing work. This report will contain a description of the field operations, drafted exploratory boring logs, piezometer construction details, geophysical survey results, and geotechnical laboratory data. The report will not include interpretation of the data. This report will be included as an appendix to the Seismic Stability Report, as described below under Task 6.5.



### **Task 5.3 - Material Characterization**

Results from the field investigations will be used to develop interpreted transverse and longitudinal sections through the dam. These sections will include stick logs of the borings prepared in Task 5.1 and piezometric data gathered from the installed piezometers. The material characterization will include soil conditions in the embankment and foundation in terms of stratification, material types, density, strength, SPT resistance, and other key engineering properties. Previous cross-sections of the dam developed by others will be reviewed and updated and additional sections will be prepared to incorporate new data, as appropriate. Graphical and tabular summaries of the index and engineering properties in the embankment and foundation will be developed. Interpreted density, strength, and other index property characteristics of embankment and foundation materials will be summarized.

### **TASK 6 - ENGINEERING EVALUATION**

The 2019 7<sup>th</sup> FERC Part 12D Report for Nacimiento Dam indicates that further seismic stability analysis is needed, including determination of the liquefaction potential of streambed gravels beneath the dam (PFM Nos. S-01, S-02, and S-03). The completed initial phase of work to address this directive included development of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*, which was submitted by MCWRA to FERC and DSOD for review and comment in February and March 2020, respectively. Once the geotechnical investigations are complete, the seismic performance of the dam will be assessed following state-of-the-practice procedures for evaluating the potential for liquefaction and earthquake-induced deformation of earthfill embankments. The analyses will include the following subtasks:

#### **Task 6.1 - Earthquake Ground Motions**

Design earthquake ground motions for use in the analyses will be developed in two steps: 1) development of appropriate earthquake parameters for the site, and 2) development of appropriate ground motion time histories. To reduce the potential for rework, it is planned to submit results of the first step to FERC and DSOD for review and concurrence before proceeding with the second step. This way, any comments on the response spectra can be resolved with FERC and DSOD before the acceleration time histories are developed. It is assumed that conference calls with FERC and DSOD will be sufficient for this purpose. The elements of each step in the process of developing the earthquake ground motions are described below.

##### **Earthquake Parameters**

The earthquake parameters that will be developed include magnitude, distance, style of faulting, response spectra, and Arias Intensity for potential maximum credible events on all seismically capable faults in the vicinity of the site. Because of the close proximity and large potential magnitude from the Rinconada Fault, this fault is expected to be the deterministic controlling fault for the ground motions at the site, but will be determined from this evaluation. This work will include developing earthquake parameters and a recommended design response spectrum for Nacimiento Dam. The response spectrum will be developed for site-specific bedrock conditions using the latest Next Generation Attenuation relationships (NGA-West2). The NGA-West2 ground motion prediction models use the shear wave velocities measured in bedrock at the dam site from Tasks 3.3 and 3.4. After receiving concurrence from FERC and DSOD on the proposed response spectra, acceleration time histories will be developed for use in the analysis of the dam.

### **Earthquake Motions**

After receiving concurrence on the proposed earthquake parameters and response spectra from FERC and DSOD, acceleration time histories will be developed for use in the analyses. Three sets of time histories will be developed for the approved design spectrum.

### **Task 6.2 - Liquefaction Potential**

Seismic response analysis will be performed to estimate earthquake-induced stresses using a two-dimensional equivalent linear dynamic finite element analysis program such as QUAD4M. Inputs to the dynamic response analyses will include the acceleration time histories developed as described in Task 6.1. The site response analysis will be performed using the maximum section of the dam.

The dam embankment foundation alluvium liquefaction potential will be evaluated using the results of the two-dimensional dynamic response analyses performed as described above, and the empirically-based method of Boulanger and Idriss (2014). Specifically, the dynamic response analyses will be used to evaluate the earthquake-induced accelerations and stresses within the dam embankment and foundation, and in situ penetration resistance measurements will be used to estimate the cyclic strength and liquefaction resistance of granular soils. The results of these analyses also will be used to estimate the seismic reduction in shear strength (if any) of clayey soils in the dam.

### **Task 6.3 - Seismic Stability / Deformation Analysis**

Permanent deformations of the dam embankment slopes from seismic shaking will be initially estimated by a Newmark type deformation analysis using the yield acceleration concept proposed by Newmark (1965) and modified by Makdisi and Seed (1978). The dynamic response analyses performed in Task 6.2 will provide average seismic coefficient time histories within potential sliding masses in the upstream and downstream slopes of the dam embankment. These time histories will be double integrated (using appropriate yield acceleration thresholds) to estimate the permanent deformation for each potential sliding mass. As part of this task, pseudostatic slope stability analysis will be performed using the computer program SLOPE/W to estimate yield accelerations for the potential critical sliding masses. The computed deformations will be used to develop initial estimates of the residual freeboard, the potential for cracking, and the overall seismic stability of the dam embankment.

### **Task 6.4 - Nonlinear Deformation Analyses**

Assuming the results of the Newmark-type deformation analyses may not show acceptably small deformations, two-dimensional finite difference nonlinear deformation analyses will also be carried out, to provide a better understanding of the seismic performance of the embankment. These analyses will be performed using the computer program FLAC which incorporates a nonlinear constitutive model capable of simulating earthquake induced pore pressure generation (e.g. Dawson et al., 2001; Wang and Makdisi, 1999). The nonlinear analyses will be used to estimate the deformed shape of the dam embankment due to strength loss and seismic loading. This will be used to refine the estimates of residual freeboard, the potential for cracking, and the overall seismic stability of the dam embankment.

### **Task 6.5 - Seismic Stability Report**

Once the analyses are completed, the results of the foundation liquefaction potential assessment and seismic stability / deformation evaluation will be presented and documented in a written seismic stability report. The report will discuss the existing data and the results from the field and laboratory investigations



supporting the liquefaction and seismic stability analyses. Pertinent backup information and discussion of engineering analyses providing the basis for the study findings will also be presented. The field and laboratory data compiled under Task 5.2 will be included as an appendix to the report. The report will discuss the engineering analysis methodology and summary of results. This report is expected to provide applicable information to facilitate further subsequent definition and categorization of PFM Nos. S-01, S-02, S-03, S-08, and S-09 established in the 2019 7<sup>th</sup> FERC Part 12D Report. A draft report will be submitted to MCWRA for review and comment. Once all MCWRA comments are addressed and incorporated, a revised draft will be prepared for submittal to FERC and DSOD. Comments from FERC and DSOD will be addressed and incorporated and a final report will be prepared.

#### **TASK 7 - PROJECT MANAGEMENT**

Throughout the duration of the work, the following project management activities will be carried out under this task:

- Project execution plan preparation and updates as appropriate
- Regular communication and coordination with MCWRA
- Regular progress reporting and invoicing
- Internal team management and progress meetings
- QA/QC review activities
- Project control activities

#### **TASK 8 - MEETINGS**

This task includes meetings and conference calls at key times throughout the course of the work. The following meetings are assumed, with up to four senior professionals attending each meeting:

- Three half-day meetings with MCWRA at AECOM's Oakland office, following the field investigation, once results from the engineering evaluation are available, and in preparation of presentations to FERC and DSOD.
- Two all day meetings at FERC offices
- Two 2-hour conference calls with DSOD after completion of the field and laboratory data evaluation and materials characterization, and during establishment of ground motion parameters
- One all-day meeting at the DSOD office for presentation of evaluation results

#### **DELIVERABLES**

The deliverables planned as part of the work scope presented above are as follows:

- Final geotechnical investigation work plan (Task 2).
- Investigation Summary Report (draft and final) (Task 5.2).
- Seismic Stability Report (draft, revised draft, and final) (Task 6.5).

#### **POTENTIAL CONTINGENCIES**

Possible unforeseen conditions or requirements that may arise during the course of the work could include the following:

- Additional work plan finalization effort due to extensive or delayed FERC or DSOD comments.
- Additional field, lab, or analysis efforts as a result of unexpected FERC or DSOD comments or requirements.
- Additional field work effort due to unforeseen subsurface conditions causing additional work or delays to the work. For example, if drilling within the embankment is slowed or stopped by the

presence of cobbles, boulders, or caving conditions, increased field work cost may occur due to performance of the work later than estimated.

- Additional field work effort due to the presence of very gravelly or cobbly fill and/or alluvial foundation deposits requiring Becker hammer investigation work. Becker hammer subsurface investigations are not included in this Scope of Work because available information on the embankment and streambed materials does not establish a clear need for this more expensive investigation method, though field conditions may be found that require its use. (Becker hammer penetration test data is sometimes required for in-situ density and associated liquefaction susceptibility analysis of gravelly or cobbly soils.)

#### **WORK SCHEDULE**

The estimated Work Schedule follows:

| <b>Description</b>  | <b>Estimated Schedule*</b> |
|---|----------------------------|
| Receive FERC and DSOD comments on and finalize the <i>Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan</i> | Jun-Jul 2020               |
| Permitting  | Jun-Sep 2020               |
| Field Investigation (Drilling, Sampling, Piezometer Installation, Geophysical Survey, Traffic Control)                          | Apr-Jul 2021               |
| Laboratory Testing, Data Evaluation/Material Characterization   | Jul-Aug 2021               |
| Engineering Evaluation (Seismic Stability Analysis)   | Sep-Dec 2021               |

\* Extended FERC or DSOD review time will adjust schedule.

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## **EXHIBIT B**

### **San Antonio Dam Surveillance and Performance Evaluation SCOPE OF WORK and WORK SCHEDULE**

#### **INTRODUCTION**

San Antonio Dam is under jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD). Annual surveillance and performance evaluation of the dam is prudent and required by DSOD. This Scope of Work includes annual surveillance and performance reporting for San Antonio Dam for the 2020 calendar year.

Payment Provisions and Budget for this work are described in Exhibit C.

#### **SCOPE OF WORK**

##### **TASK 1 - ANNUAL INSPECTION**

Provide on-site inspection of San Antonio Dam at a time to be scheduled by the Agency. The inspection will include, at a minimum, examination of the instrumentation, relief wells, drains, embankment slopes, dam crest, and spillway for visible signs of failure, distress, erosion, or maintenance needs, and observation of operating mechanisms, including but not limited to valves, gates, drains, and safety devices for signs of malfunction or wear.

Deliverable: AECOM will provide field notes to the Agency after inspection is completed and any appropriate recommendations. One inspection per year.

##### **TASK 2 - PIEZOMETER / DRAIN DATA REVIEW**

Review and evaluate bi-monthly data from approximately 85 piezometers, 34 drains, and 10 relief wells. Data will be collected and provided to AECOM by the Agency supplied in electronic spreadsheet format. This review includes comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to AECOM per year.

Deliverables: AECOM will provide the Agency a brief summary of data review conclusions and any appropriate recommendations, promptly upon each periodic review, and prior to development of the surveillance and performance evaluation report.

##### **TASK 3 - SURVEY DATA REVIEW**

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as

appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required.

Deliverable: AECOM will provide a brief summary of data review conclusions and any appropriate recommendations upon review, and incorporate review and conclusions into the surveillance and performance evaluation report.

#### **TASK 4 - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. AECOM shall organize and format the plots for ease of interpretation. The plots will include data for the past ten (10) years. The plots will be generated annually.

Deliverable: Included in Task 5 deliverables.

#### **TASK 5 - REPORTING**

Prepare an annual dam surveillance and performance evaluation report (report) for Agency submittal to DSOD. The report will include evaluation of the current annual piezometer, drain, and survey monitoring data with comparison to historic data and trends; documentation of the field inspection; conclusions regarding the current condition of the dam, appurtenant facilities, and instrumentation; and applicable recommendations for repair, maintenance, or adjustments to the instrumentation and surveillance program. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be presented in final form.

##### Deliverables:

- Send via e-mail copy of draft report to Agency's Project Manager and provide up to three (3) hard copy draft reports upon Agency request.
- Three (3) bound copies of the final report, plus two (2) bound final reports with wet signature and engineer's stamp, totaling five (5) bound final reports.
- Copy of final report in Adobe® Portable Document Format (.PDF) on Compact Disc (CD).
- Electronic data shall be readable using Microsoft® Word, Excel, Project, and plan sets in AutoCAD by Autodesk®. ESRI ArcGIS® and AutoCAD, images to be imported in a document are to be provided at 300 dpi.
- Digital photos shall be 2048 x 1536 pixels at 72 pixels per inch or better, and delivered in .PDF, .TIFF or .JPEG formats.

#### **TASK 6 - MEETINGS**

AECOM will allow for additional meetings as required, in addition to the site inspection, with the Agency and/or DSOD. Such meetings are in addition to Task 1.

Deliverables: Allow for two (2) meetings per year.

#### **TASK 7 - ON-CALL RESPONSE**

AECOM shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. AECOM, in the event of such situation,

would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the structure. This task would be funded on an as-needed basis.

Deliverables: Allow for one on-site inspection and inspection report per year, or equivalent data review and evaluation effort.

#### **TASK 8 - EARTHQUAKE EVENT DATA REVIEW**

When requested by Agency in the event of a significant earthquake, piezometer, drain, and other data will be collected on a more frequent basis, perhaps daily or weekly. These additional data will need to be evaluated and incorporated in the surveillance and performance evaluation report. The evaluation may be requested at the time immediately after data collection for such event. This task would be funded on an as-needed basis.

Deliverables: Allow for up to 12 data sets to be evaluated and presented in the surveillance and performance evaluation report.

#### **WORK SCHEDULE**

The schedule for performing work associated with the 2020 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2021. Submittal of the draft report is then anticipated by the end of April 2021, with receipt of Agency comments by the middle of May 2021, allowing submittal of the final report by the end of May 2021.

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## EXHIBIT C

### PAYMENT PROVISIONS

#### **PAYMENT:**

For the Scopes of Work defined in Exhibits A and B, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$938,350. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense cost necessary to complete the Scopes of Work defined in Exhibits A and B are less than \$938,350 the Agency enjoys the savings. If Contractor requires time and expense to complete the Scopes of Work defined in Exhibits A and B over and above \$938,350 the maximum amount payable to Contractor remains \$938,350. Budget detail is shown in Tables 1 and 2 herein.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule herein, times the number of hours worked by the personnel.

**Other Direct Costs:** Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

**Sub-Contractor Mark-up** is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

#### **DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedule herein shall be valid for a twelve-month period, beginning July 1, 2020. The hourly billing rate schedule and other direct costs chargeable to the project may be modified as agreed by Agency and Contractor after said period of time. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

| <b>AECOM Labor Rate Schedule</b> | <b>Rate/Hour</b> |
|----------------------------------|------------------|
| Principal Engineer .....         | \$260.00         |
| Senior Technical Lead.....       | \$225.00         |
| Project Manager .....            | \$210.00         |
| Senior Engineer .....            | \$185.00         |
| Project Engineer/Geologist.....  | \$155.00         |
| Senior Staff Engineer .....      | \$140.00         |
| Staff Engineer .....             | \$125.00         |
| Support GIS .....                | \$145.00         |
| Support CAD.....                 | \$125.00         |
| Support Administrative .....     | \$105.00         |

**INVOICES:**

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

**NOTIFICATION:**

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.

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Table 1. Naciminto Dam Seismic Stability Evaluation Budget.

| Discipline:  | Table 1<br>Budget          |                    |                           |                                |                        |                                     |                    |                     |                    |          |          |          | Total<br>Labor<br>Hours | AECOM<br>Labor Costs | SUB with<br>10%<br>markup | Other<br>Direct<br>Costs | Total Costs |
|--|----------------------------|--------------------|---------------------------|--------------------------------|------------------------|-------------------------------------|--------------------|---------------------|--------------------|----------|----------|----------|-------------------------|----------------------|---------------------------|--------------------------|-------------|
|  | QA / QC                    | Manage             | Geotechnical              |                                | Geology                |                                     |                    | Geotech             | Seismic            | Support  |          |          |                         |                      |                           |                          |             |
|  | Senior<br>Reviewer/<br>PIC | Project<br>Manager | Senior<br>Geotech<br>Lead | Project<br>Geotech<br>Engineer | Senior<br>Geology Lead | Project<br>Engineering<br>Geologist | Staff<br>Geologist | Sr Staff<br>Geotech | Project<br>Seismic | GIS      | CAD      | Admin    |                         |                      |                           |                          |             |
|  | 2020 Rate:                 | \$260.00           | \$210.00                  | \$225.00                       | \$155.00               | \$225.00                            | \$155.00           | \$125.00            | \$140.00           | \$155.00 | \$145.00 | \$125.00 |                         |                      |                           |                          |             |
| Task 1 - Existing Data Review                        |                            | 8                  | 8                         | 8                              | 8                      | 8                                   | 8                  | 8                   |                    |          |          |          | 56                      | \$ 9,880             |                           |                          | \$ 9,880    |
| Task 2 - Final Geotechnical Investigation Work Plan  |                            | 8                  | 2                         | 2                              | 8                      | 16                                  | 8                  |                     |                    | 2        |          | 4        | 50                      | \$ 8,430             |                           |                          | \$ 8,430    |
| Task 3 - Field Investigation                         | 0                          | 28                 | 8                         | 0                              | 82                     | 409                                 | 96                 | 0                   | 0                  | 0        | 0        | 0        | 623                     | \$ 161,525           | \$ 405,000                | \$ 3,795                 | \$ 510,320  |
| 3.1 - Permitting                                     |                            |                    |                           |                                | 2                      | 8                                   | 8                  |                     |                    |          |          |          | 18                      | \$ 2,690             |                           | \$ 795                   | \$ 3,485    |
| 3.2 - Health and Safety Plan                         |                            | 2                  |                           |                                | 2                      | 8                                   | 8                  |                     |                    |          |          |          | 20                      | \$ 3,110             |                           |                          | \$ 3,110    |
| 3.3 - Drill / Sample / Piezometer (w/ traffic cut)   |                            | 24                 | 8                         |                                | 70                     | 385                                 | 80                 |                     |                    |          |          |          | 567                     | \$ 92,265            | \$ 375,000                | \$ 3,000                 | \$ 470,265  |
| 3.4 - Geophysical Surveying                          |                            | 2                  |                           |                                | 8                      | 8                                   |                    |                     |                    |          |          |          | 18                      | \$ 3,460             | \$ 30,000                 |                          | \$ 33,460   |
| Task 4 - Laboratory Testing                          | 4                          | 4                  | 8                         | 16                             |                        |                                     |                    |                     |                    |          |          |          | 32                      | \$ 6,160             | \$ 35,000                 |                          | \$ 41,160   |
| Task 5 - Data Evaluation / Material Characterization | 4                          | 16                 | 24                        | 68                             | 40                     | 56                                  | 96                 | 80                  | 0                  | 8        | 40       | 8        | 440                     | \$ 68,220            |                           |                          | \$ 68,220   |
| 5.1 - Data Evaluation                                |                            |                    | 8                         | 8                              | 16                     | 16                                  | 16                 |                     |                    |          |          |          | 64                      | \$ 11,120            |                           |                          | \$ 11,120   |
| 5.2 - Investigation Summary Report                   |                            | 8                  |                           |                                | 16                     | 40                                  | 80                 |                     |                    | 8        |          | 8        | 160                     | \$ 23,480            |                           |                          | \$ 23,480   |
| 5.3 - Material Characterization                      | 4                          | 8                  | 16                        | 60                             | 8                      |                                     |                    | 80                  |                    |          | 40       |          | 216                     | \$ 33,620            |                           |                          | \$ 33,620   |
| Task 6 - Engineering Evaluation                      | 16                         | 16                 | 112                       | 440                            | 0                      | 0                                   | 0                  | 256                 | 120                | 0        | 0        | 0        | 960                     | \$ 155,360           | \$ -                      | \$ -                     | \$ 155,360  |
| 6.1 - Earthquake Ground Motions                      |                            |                    |                           |                                |                        |                                     |                    |                     | 120                |          |          |          | 120                     | \$ 18,600            |                           |                          | \$ 18,600   |
| 6.2 - Liquefaction Potential                         | 4                          |                    | 24                        | 40                             |                        |                                     |                    | 16                  |                    |          |          |          | 84                      | \$ 14,880            |                           |                          | \$ 14,880   |
| 6.3 - Seismic Stability / Deformation Analysis       | 4                          |                    | 24                        | 120                            |                        |                                     |                    | 120                 |                    |          |          |          | 268                     | \$ 41,840            |                           |                          | \$ 41,840   |
| 6.4 - Nonlinear Deformation Analyses                 |                            |                    | 24                        | 240                            |                        |                                     |                    | 80                  |                    |          |          |          | 344                     | \$ 53,800            |                           |                          | \$ 53,800   |
| 6.5 - Seismic Stability Report                       | 8                          | 16                 | 40                        | 40                             |                        |                                     |                    | 40                  |                    |          |          |          | 144                     | \$ 26,240            |                           |                          | \$ 26,240   |
| Task 7 - Project Management                          | 40                         | 192                |                           |                                |                        |                                     |                    |                     |                    |          |          | 40       | 272                     | \$ 54,920            |                           |                          | \$ 54,920   |
| Task 8 - Meetings                                    | 22                         | 40                 | 40                        | 26                             | 30                     |                                     |                    |                     | 2                  |          |          |          | 160                     | \$ 34,210            |                           | \$ 500                   | \$ 34,710   |
| Total Hours  | 86                         | 312                | 202                       | 560                            | 168                    | 489                                 | 208                | 344                 | 122                | 10       | 40       | 52       | 2,593                   |                      |                           |                          |             |
| Total Costs  | \$22,360                   | \$65,520           | \$45,450                  | \$86,800                       | \$37,800               | \$75,795                            | \$26,000           | \$48,160            | \$18,910           | \$1,450  | \$5,000  | \$5,460  |                         | \$ 438,705           | \$ 440,000                | \$ 4,295                 | \$ 883,000  |



**Table 2. San Antonio Dam Surveillance and Performance Evaluation Budget.**

| Rate:   |                                | \$225.00           | \$210.00         | \$155.00        | \$125.00                  | \$105.00          |                      |          |                          |
|---------|--------------------------------|--------------------|------------------|-----------------|---------------------------|-------------------|----------------------|----------|--------------------------|
| Task No | Task Description               | Yadon<br>Principal | Kline<br>PM / PE | Eng.<br>Support | CAD /<br>Prod.<br>Support | Admin.<br>Support | Subtotal<br>Manhours | Expenses | Task<br>Cost<br>Estimate |
| 1       | Annual Inspection              | 0                  | 10               | 0               | 0                         | 0                 | 10                   | \$200    | \$2,300                  |
| 2       | Piezometer / Drain Data Review | 0                  | 40               | 0               | 0                         | 0                 | 40                   | \$0      | \$8,400                  |
| 3       | Survey Data Review             | 0                  | 16               | 0               | 0                         | 0                 | 16                   | \$0      | \$3,360                  |
| 4       | Instrumentation Data Plots     | 0                  | 32               | 16              | 0                         | 0                 | 48                   | \$0      | \$9,200                  |
| 5       | Reporting                      | 6                  | 56               | 16              | 16                        | 10                | 104                  | \$500    | \$19,140                 |
| 6       | Meetings                       | 0                  | 12               | 0               | 0                         | 0                 | 12                   | \$150    | \$2,670                  |
| 7       | On-Call Response               | 0                  | 22               | 0               | 0                         | 4                 | 26                   | \$200    | \$5,240                  |
| 8       | Earthquake Event Data Review   | 0                  | 24               | 0               | 0                         | 0                 | 24                   | \$0      | \$5,040                  |
|         | Total:                         | 6                  | 212              | 32              | 16                        | 14                | 280                  | \$1,050  | \$55,350                 |

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## **AMENDMENT No. 1**

to

### **Agreement for Professional Services between**

### **Monterey County Water Resources Agency and AECOM Technical Services, Inc.**

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and AECOM Technical Services, Inc., (hereinafter "CONTRACTOR") executed and effective on June 8, 2020 (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, B, C, D and E in conformity with the terms of this Agreement.
  - (a) The work to be performed is generally described as follows:  
*Engineering services for Nacimiento Dam and San Antonio Dam including seismic stability evaluation and dam surveillance and performance evaluation.*
  - (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. Payment to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibits C and E for work completed pursuant this Agreement, summarized below:

Original Agreement: \$938,350

Amendment No. 1: \$ 56,666

Not to Exceed Total: \$995,016

Section 32 of the Agreement is hereby amended to read as follows:

32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A** - Nacimiento Dam Seismic Stability Evaluation  
Scope of Work and Work Schedule (Original Agreement)
- Exhibit B** - San Antonio Dam Surveillance and Performance Evaluation for 2020  
Scope of Work and Work Schedule (Original Agreement)
- Exhibit C** - Payment Provisions (Original Agreement)
- Exhibit D** - San Antonio Dam Surveillance and Performance Evaluation for 2021  
Scope of Work and Work Schedule (Amendment No. 1)
- Exhibit E** - Payment Provisions (Amendment No. 1)

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:

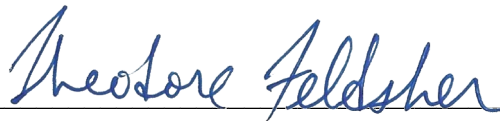
**MONTEREY COUNTY  
WATER RESOURCES AGENCY**



Brent Buche, General Manager

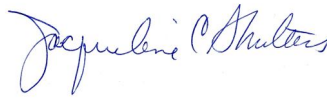
DATED: E-signed 8/2/21

**AECOM TECHNICAL SERVICES, INC.**

By   
(signature)

Theodore Feldsher, Vice President  
(print name and title)\*

DATED: 7/22/2021

By   
(signature)

Jacqueline C. Shulters, Vice President  
(print name and title)\*

DATED: 7/22/2021

\* 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.

**AECOM Technical Services, Inc.  
Amendment No. 1**

\* \* \* \* \*

Approved as to form:

  
Deputy County Counsel

DATED: July 27, 2021

Approved as to fiscal provisions:

  
CAO Analyst

DATED: 07/28/2021

  
Auditor-Controller

DATED: 7-27-2021

## EXHIBIT D

### San Antonio Dam Surveillance and Performance Evaluation SCOPE OF WORK and WORK SCHEDULE

#### INTRODUCTION

San Antonio Dam is under jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD). Annual surveillance and performance evaluation of the dam is prudent and required by DSOD. This Scope of Work includes San Antonio Dam data review and on-call response for Fiscal Year 2021-22 and performance report for the 2021 calendar year.

Payment Provisions and Budget for this work are described in Exhibit E.

#### SCOPE OF WORK

##### **TASK 1 - ANNUAL INSPECTION**

Provide on-site inspection of San Antonio Dam at a time to be scheduled by the Agency. The inspection will include, at a minimum, examination of the instrumentation, relief wells, drains, embankment slopes, dam crest, and spillway for visible signs of failure, distress, erosion, or maintenance needs, and observation of operating mechanisms, including but not limited to valves, gates, drains, and safety devices for signs of malfunction or wear.

**Deliverable:** AECOM will provide field notes to the Agency after inspection is completed and any appropriate recommendations. One inspection per year.

##### **TASK 2 - PIEZOMETER / DRAIN DATA REVIEW**

Review and evaluate bi-monthly data from approximately 85 piezometers, 34 drains, and 10 relief wells. Data will be collected and provided to AECOM by the Agency supplied in electronic spreadsheet format. This review includes comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to AECOM per year.

**Deliverables:** AECOM will provide the Agency a brief summary of data review conclusions and any appropriate recommendations, promptly upon each periodic review, and prior to development of the surveillance and performance evaluation report.

##### **TASK 3 - SURVEY DATA REVIEW**

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required.

**Deliverable:** AECOM will provide a brief summary of data review conclusions and any appropriate recommendations upon review, and incorporate review and conclusions into the surveillance and performance evaluation report.

#### **TASK 4 - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. AECOM shall organize and format the plots for ease of interpretation. The plots will include data for the past ten (10) years. The plots will be generated annually.

**Deliverable:** Included in Task 5 deliverables.

#### **TASK 5 - REPORTING**

Prepare an annual dam surveillance and performance evaluation report (report) for Agency submittal to DSOD. The report will include evaluation of the current annual piezometer, drain, and survey monitoring data with comparison to historic data and trends; documentation of the field inspection; conclusions regarding the current condition of the dam, appurtenant facilities, and instrumentation; and applicable recommendations for repair, maintenance, or adjustments to the instrumentation and surveillance program. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be presented in final form.

**Deliverables:**

- Send via e-mail copy of draft report to Agency's Project Manager and provide up to three (3) hard copy draft reports upon Agency request.
- Three (3) bound copies of the final report, plus two (2) bound final reports with wet signature and engineer's stamp, totaling five (5) bound final reports.
- Copy of final report in Adobe® Portable Document Format (.PDF) on Compact Disc (CD).
- Electronic data shall be readable using Microsoft® Word, Excel, Project, and plan sets in AutoCAD by Autodesk®. ESRI ArcGIS® and AutoCAD, images to be imported in a document are to be provided at 300 dpi.
- Digital photos shall be 2048 x 1536 pixels at 72 pixels per inch or better, and delivered in .PDF, .TIFF or .JPEG formats.

#### **TASK 6 - MEETINGS**

AECOM will allow for additional meetings as required, in addition to the site inspection, with the Agency and/or DSOD. Such meetings are in addition to Task 1.

**Deliverables:** Allow for two (2) meetings per year.

#### **TASK 7 - ON-CALL RESPONSE**

AECOM shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. AECOM, in the event of such situation, would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the structure. This task would be funded on an as-needed basis.

**Deliverables:** Allow for one on-site inspection and inspection report per year, or equivalent data review and evaluation effort.

## **TASK 8 - EARTHQUAKE EVENT DATA REVIEW**

When requested by Agency in the event of a significant earthquake, piezometer, drain, and other data will be collected on a more frequent basis, perhaps daily or weekly. These additional data will need to be evaluated and incorporated in the surveillance and performance evaluation report. The evaluation may be requested at the time immediately after data collection for such event. This task would be funded on an as-needed basis.

**Deliverables:** Allow for up to 12 data sets to be evaluated and presented in the surveillance and performance evaluation report.

## **SCHEDULE**

The schedule for performing work associated with the 2021 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2022. Submittal of the draft report is then anticipated by the end of March 2022, with receipt of Agency comments by the middle of April 2022, allowing submittal of the final report by the end of April 2022.

*This space left intentionally blank.*

# EXHIBIT E

## PAYMENT PROVISIONS

### **PAYMENT:**

For the Scopes of Work defined in Exhibits A, B and D, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$995,016. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense cost necessary to complete the Scopes of Work defined in Exhibits A, B and D are less than \$995,016 the Agency enjoys the savings. If Contractor requires time and expense to complete the Scopes of Work defined in Exhibits A, B and D over and above \$995,016 the maximum amount payable to Contractor remains \$995,016. Budget detail is shown in Exhibit C and Table 1 herein.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule herein, times the number of hours worked by the personnel.

**Other Direct Costs:** Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

**Sub-Contractor Mark-up** is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

### **DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedule herein replaces the Direct Labor Rate Schedule in Exhibit C beginning July 1, 2021 and shall be valid for a twelve-month period. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after said period of time. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

| <b>AECOM Labor Rate Schedule</b> | <b>Rate/Hour</b> |
|----------------------------------|------------------|
| Principal Engineer .....         | \$264            |
| Senior Technical Lead .....      | \$229            |
| Project Manager .....            | \$213            |
| Senior Engineer .....            | \$188            |
| Project Engineer/Geologist.....  | \$157            |
| Senior Staff Engineer .....      | \$142            |
| Staff Engineer .....             | \$127            |
| Support GIS .....                | \$147            |
| Support CAD.....                 | \$127            |
| Support Administrative .....     | \$105            |



**INVOICES:**

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

**NOTIFICATION:**

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.

**Table 1. San Antonio Dam Surveillance and Performance Evaluation Budget for FY 2021-22.**

|               |                                | Rate:                          | \$235.00                 | \$220.00            | \$157.00       | \$127.00         | \$105.00             |                |                          |
|---------------|--------------------------------|--------------------------------|--------------------------|---------------------|----------------|------------------|----------------------|----------------|--------------------------|
| Task No.      | Task Description               | Yadon<br>Principal<br>Engineer | Kline<br>Sr Tech<br>Lead | Project<br>Engineer | Support<br>CAD | Support<br>Admin | Subtotal<br>Manhours | Expenses       | Task<br>Cost<br>Estimate |
| 1             | Annual Inspection              | 0                              | 10                       | 0                   | 0              | 0                | 10                   | \$200          | \$2,400                  |
| 2             | Piezometer / Drain Data Review | 0                              | 40                       | 0                   | 0              | 0                | 40                   | \$0            | \$8,800                  |
| 3             | Survey Data Review             | 0                              | 16                       | 0                   | 0              | 0                | 16                   | \$0            | \$3,520                  |
| 4             | Instrumentation Data Plots     | 0                              | 32                       | 16                  | 0              | 0                | 48                   | \$0            | \$9,552                  |
| 5             | Reporting                      | 4                              | 56                       | 16                  | 16             | 10               | 102                  | \$500          | \$19,354                 |
| 6             | Meetings                       | 0                              | 12                       | 0                   | 0              | 0                | 12                   | \$100          | \$2,740                  |
| 7             | On-Call Response               | 0                              | 20                       | 0                   | 0              | 4                | 24                   | \$200          | \$5,020                  |
| 8             | Earthquake Event Data Review   | 0                              | 24                       | 0                   | 0              | 0                | 24                   | \$0            | \$5,280                  |
| <b>Total:</b> |                                | <b>4</b>                       | <b>210</b>               | <b>32</b>           | <b>16</b>      | <b>14</b>        | <b>276</b>           | <b>\$1,000</b> | <b>\$56,666</b>          |

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
AECOM TECHNICAL SERVICES, INC.**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of a time extension by and between **AECOM Technical Services, Inc.** hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend the term of the agreement for three (3) years.

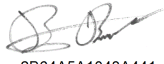
**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2, Term of Agreement. The term of this agreement shall begin on June 1, 2020, by CONTRACTOR and Agency, and will terminate on June 30, 2025, unless earlier terminated as provided herein.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated June 1, 2020.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

  
2B64A5A1043A441...

Brent Buche, General Manager

Dated: 6/29/2022 | 8:33 AM PDT

*Approved as to Fiscal Provisions:*

  
4E7E657875454AE...

Deputy Auditor/Controller

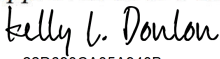
Dated: 6/22/2022 | 11:38 AM PDT

*Approved as to Liability Provisions:*

Risk Management

Dated:

*Approved as to Form:*

  
22D690CA05A940B...

Assistant County Counsel

Dated: 6/22/2022 | 9:16 AM PDT

CONTRACTOR

By: 

Signature of Chair, President, or  
Vice-President

Theodore Feldsher, Vice President

Printed Name and Title

Dated: April 23, 2022

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Associate Vice President

Printed Name and Title

Dated: April 25, 2022

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

**AMENDMENT No. 3**  
**to**  
**Agreement for Professional Services**  
**between**  
**Monterey County Water Resources Agency and AECOM Technical Services, Inc.**

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and AECOM Technical Services, Inc., (hereinafter "CONTRACTOR") executed and effective on June 8, 2020 (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, B, C, D, E and F in conformity with the terms of this Agreement.
  - (a) The work to be performed is generally described as follows:  
*Engineering services for Nacimiento Dam and San Antonio Dam including seismic stability evaluation and dam surveillance and performance evaluation.*
  - (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 32 of the Agreement is hereby amended to read as follows:

32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A** - Nacimiento Dam Seismic Stability Evaluation  
Scope of Work and Work Schedule (Original Agreement)
- Exhibit B** - San Antonio Dam Surveillance and Performance Evaluation for 2020  
Scope of Work and Work Schedule (Original Agreement)
- Exhibit C** - Payment Provisions (Original Agreement)
- Exhibit D** - San Antonio Dam Surveillance and Performance Evaluation for 2021  
Scope of Work and Work Schedule (Amendment No. 1)
- Exhibit E** - Payment Provisions (Amendment No. 1)
- Exhibit F** - Payment Provisions (Amendment No. 3)

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**

DocuSigned by:



2B64A5A1043A441...

Brent Buche, General Manager

DATED: 11/3/2022 | 3:31 PM PDT

**AECOM TECHNICAL SERVICES, INC.**

By   
(signature)

Theodore Feldsher, Vice President  
(print name and title)\*

DATED: September 30, 2022

By   
(signature)

Gregory Glunz, Associate Vice President  
(print name and title)\*

DATED: September 30, 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.

AECOM Technical Services, Inc.  
Amendment No. 3

\* \* \* \* \*

Approved as to form:

DocuSigned by:

*Kelly L. Doulon*

22D690CA05A940B...  
Assistant County Counsel

DATED: 10/12/2022 | 2:32 PM PDT

Approved as to fiscal provisions:

DocuSigned by:

*Juan Pablo Lopez*

A59152F49ADC476...  
CAO Analyst

DATED: 10/24/2022 | 10:59 AM PDT

DocuSigned by:

*Burcu Mousa*

811C333563B9474...  
Auditor-Controller

DATED: 10/14/2022 | 9:06 AM PDT

**EXHIBIT F**  
**PAYMENT PROVISIONS**

The Scopes of Work defined in Exhibits B and D are completed.

**PAYMENT:**

For the Scope of Work defined in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$883,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense cost necessary to complete the Scope of Work defined in Exhibit A are less than \$883,000 the Agency enjoys the savings. If Contractor requires time and expense to complete the Scope of Work defined in Exhibit A over and above \$883,000 the maximum amount payable to Contractor remains \$883,000. Original budget is shown in Table 1 of Exhibit C.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule herein, times the number of hours worked by the personnel.

**Other Direct Costs:** Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

**Sub-Contractor Mark-up** is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

**DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedule herein replaces the Direct Labor Rate Schedule in Exhibit E beginning September 1, 2022. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

| <b>AECOM Labor Rate Schedule</b>     | <b>Rate/Hour</b> |
|--------------------------------------|------------------|
| Principal Engineer .....             | \$272            |
| Senior Technical Lead .....          | \$236            |
| Project Manager .....                | \$219            |
| Senior Engineer/Geologist.....       | \$194            |
| Project Engineer/Geologist.....      | \$162            |
| Senior Staff Engineer/Geologist..... | \$146            |
| Staff Engineer .....                 | \$131            |
| Support GIS .....                    | \$151            |
| Support CAD.....                     | \$131            |
| Support Administrative .....         | \$108            |

**INVOICES:**

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

**NOTIFICATION:**

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.



**AMENDMENT No. 4  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY  
AND  
AECOM TECHNICAL SERVICES, INC.**

**THIS AMENDMENT No. 4** to the Agreement for Professional Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, “Agency”), and AECOM Technical Services, Inc., (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, on June 8, 2020, the Parties entered into an Agreement for Professional Services (hereinafter, “Agreement”) with a term of June 1, 2020, through June 30, 2022, for a total contract amount of \$938,350.

**WHEREAS**, on August 2, 2021, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$56,666 for a total contract amount of \$995,016.

**WHEREAS**, on June 29, 2022, the Parties entered into Amendment No. 2 to the Agreement, thereby extending the term of the Agreement to June 30, 2025.

**WHEREAS**, on November 3, 2022, the Parties entered into Amendment No. 3 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, the Parties wish to amend the Agreement by increasing the hourly labor rates for services identified in the Agreement.

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

1. Amend Exhibit F “Payment Provisions” as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the Direct Labor Rate Schedule set forth in Exhibit G.

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement shall remain in full force and effect.
3. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

*This space left blank intentionally.*

---

Amendment No. 4 – AECOM Technical Services, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

DocuSigned by:  
By: Ara Azhderian  
1F182FFB49A2435...  
Ara Azhderian, General Manager  
Date: 9/14/2023 | 12:34 PM PDT

**Approved as to Form and Legality  
Office of the County Counsel**

By: Kelly L. Donlon  
22D690CA05A940B...  
Assistant County Counsel  
Date: 9/13/2023 | 9:23 AM PDT

DocuSigned by:  
By: Ezequiel Vega Rios  
7D289913E628402...  
Administrative Office

Date: 9/14/2023 | 9:33 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
By: Patricia Ruiz  
E79EF64E67454F6...  
Auditor-Controller  
Date: 9/14/2023 | 8:52 AM PDT

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

**CONTRACTOR**

AECOM Technical Services, Inc.

\*Contractor Legal Business Name (Print)

By: Theodore Feldsher  
\*(Signature of authorized company officer)

Theodore Feldsher, Vice President

(Print Name and Title)

Date: September 11, 2023

By: Attalla, Mourad  
\*(Signature of authorized company officer)

Mourad Attalla, Vice President

(Print Name and Title)

Date: September 12, 2023

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Amendment No. 4 – AECOM Technical Services, Inc.

**EXHIBIT G**  
**PAYMENT PROVISIONS**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

**DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule

| <b>AECOM Labor Category</b>           | <b>Rate/Hour</b> |
|---------------------------------------|------------------|
| Principal Engineer.....               | \$280            |
| Senior Technical Lead .....           | \$243            |
| Project Manager .....                 | \$226            |
| Senior Engineer/Geologist .....       | \$200            |
| Project Engineer/Geologist .....      | \$167            |
| Senior Staff Engineer/Geologist ..... | \$150            |
| Staff Engineer/Geologist.....         | \$135            |
| Support GIS .....                     | \$156            |
| Support CAD .....                     | \$135            |
| Support Administrative.....           | \$111            |

**AMENDMENT NO. 5 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
AECOM TECHNICAL SERVICES, INC.**

**THIS AMENDMENT NO. 5** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and AECOM Technical Services, Inc (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on June 1, 2020 (hereinafter, "Agreement");

**WHEREAS**, on August 2, 2021, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$56,666 for a total contract amount of \$995,016.

**WHEREAS**, on June 29, 2022, the Parties entered into Amendment No. 2 to the Agreement, thereby extending the term of the Agreement to June 30, 2025.

**WHEREAS**, on November 3, 2022, the Parties entered into Amendment No. 3 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, on September 14, 2023, the Parties entered into Amendment No. 4 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$230,000.00, not to exceed \$1,225,016.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit G. The maximum amount payable to the contractor under this contract is One Million Two Hundred Twenty-five Thousand Four Hundred Twelve dollars (\$1,225,016.00)

|                        |                  |
|------------------------|------------------|
| Original Agreement     | \$938,350        |
| Amendment No. 1        | \$ 56,666        |
| <u>Amendment No. 5</u> | <u>\$230,000</u> |
| Not to exceed total:   | \$1,225,016      |

Amendment No. 5 AECOM Technical Services, Inc.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 5 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

DocuSigned by:  
*Ara Azhderian*  
By: 1F182FFB49A243B...  
Ara Azhderian, General Manager  
Date: 12/19/2023 | 10:10 AM PST

**Approved as to Form and Legality  
Office of the County Counsel**

DocuSigned by:  
*Kelly L. Donlon*  
By: 22D690CA05A940B...  
Assistant County Counsel  
Date: 12/15/2023 | 10:18 AM PST

**Approved as to Fiscal Provisions**

DocuSigned by:  
*Jennifer Forsyth*  
By: 4E7E66727545AAE...  
Auditor-Controller  
Date: 12/18/2023 | 9:13 AM PST

DocuSigned by:  
*Ezequiel Vega Rios*  
By: 7D289943E628402...  
Administrative Analyst  
Date: 12/18/2023 | 10:14 AM PST

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

**CONTRACTOR:  
AECOM TECHNICAL SERVICES, INC.**

*Theodore Feldsher*  
By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)  
Title: Theodore Feldsher, Vice President  
(Print Name and Title)

Date: December 11, 2023

*Attalla, Mourad*  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Title: Mourad Attalla, Vice President  
(Print Name and Title)

Date: December 12, 2023

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Amendment No. 5 AECOM Technical Services, Inc.

**AMENDMENT NO. 6 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
AECOM TECHNICAL SERVICES, INC.**

**THIS AMENDMENT NO. 6** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and AECOM Technical Services, Inc (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on June 1, 2020 (hereinafter, "Agreement");

**WHEREAS**, on August 2, 2021, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$56,666 for a total contract amount of \$995,016.

**WHEREAS**, on June 29, 2022, the Parties entered into Amendment No. 2 to the Agreement, thereby extending the term of the Agreement to June 30, 2025.

**WHEREAS**, on November 3, 2022, the Parties entered into Amendment No. 3 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, on September 14, 2023, the Parties entered into Amendment No. 4 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$420,673.00, not to exceed \$1,645,689.00, to continue providing services identified in the Agreement.

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

1. Amend Section 1, Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A, B, D and H in conformity with the terms of this Agreement.
2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit I. The maximum amount payable to the contractor under this contract is One Million Six Hundred Forty-five Thousand Six Hundred Eighty-nine dollars (\$1,645,689.00)

Amendment No. 6 AECOM Technical Services, Inc.

Original Agreement \$938,350  
Amendment No. 1 \$ 56,666  
Amendment No. 5 \$230,000  
Amendment No. 6 \$420,673  
Not to exceed total: \$1,645,689

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. <sup>6-NEF</sup>5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. <sup>6-NEF</sup>5 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

DocuSigned by:  
*Ara Azhderian*  
By: 4F182FFB49A2435...  
Ara Azhderian, General Manager  
12/19/2023 | 10:10 AM PST  
Date: \_\_\_\_\_

**CONTRACTOR:  
AECOM TECHNICAL SERVICES, INC.**

By: *Theodore Feldsher*  
(Signature of Chair, President or Vice President)

Title: Theodore Feldsher, Vice President

(Print Name and Title)

Date: December 11, 2023

By: *Attalla, Mourad*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Title: Mourad Attalla, Vice President  
(Print Name and Title)

Date: December 12, 2023

**Approved as to Form and Legality  
Office of the County Counsel**

DocuSigned by:  
*Kelly L. Donlon*  
By: 22D690CA05A920B...  
Assistant County Counsel  
12/15/2023 | 10:18 AM PST  
Date: \_\_\_\_\_

Amendment No. 6 AECOM Technical Services, Inc.

Approved as to Fiscal Provisions

By:   
4E7E657875444E  
Auditor-Controller

Date: 12/18/2023 | 9:13 AM PST

DocuSigned by:  
By:   
7D289913F628402  
Administrative Analyst

Date: 12/18/2023 | 10:14 AM PST

Approved as to Indemnity, Insurance Provisions

By: \_\_\_\_\_  
Risk Management

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

\

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



# Exhibit H

## SCOPE OF WORK

### Nacimiento Dam Spillway Plunge Pool Rock Outcrop Removal

#### **TASK 1 - PROJECT MANAGEMENT AND COORDINATION**

This task includes overall project management and coordination services for the project including subconsultant coordination and management. Project participants will be kept informed of progress, technical issues, and planned activities and events. Project team meetings and workshops will be used to maintain open lines of communication and clear expectations throughout the duration of the project. A project kickoff meeting will be conducted to review the project intent, scope, approach, tasks, milestones, schedule of work, roles, and communication and coordination processes. Bi-weekly progress meetings will be conducted for the duration of the project along with other informal meetings as necessary.

#### *Task 1 Assumptions*

- The budget for this task is an allowance based on a typical level of project management effort for the estimated project duration.

#### *Task 1 Deliverables*

- Kickoff and Progress Meeting minutes and agendas
- Monthly progress reports and invoices
- Other items as necessary

#### **TASK 2 - EXISTING DATA REVIEW**

This task involves a review of the available information on the Nacimiento Dam Spillway plunge pool and rock outcrop and will include identification of any additional data needed to support the proposed work. The review will cover previous design documents, construction drawings, survey, hydraulic evaluations, and prior studies relevant to the plunge pool. The results of the data review will be documented in a section of the design report under Task 6.

The project documents anticipated for review include the following:

- Site topography
- LIDAR and survey including the 2019 Bathymetry Survey
- Previous relevant geotechnical and geologic investigation reports
- Design reports including the 2022 erosion protection alternatives analysis
- Construction plans, specifications, reports
- Historic photos
- FERC and DSOD reports and records

#### *Task 2 Assumptions*

- Available background data will be provided by MCWRA

***Task 2 Deliverables***

- None (writeup to be included under Task 6)

**TASK 3 - TOPOGRAPHIC AND BATHYMETRIC SURVEY**

Accurate topographic and bathymetric geometry of the ground surface in and around the plunge pool will be necessary in order to support the hydraulic modeling and design of the rock outcrop removal. Topographic and bathymetric surveys were previously carried out in 2019, however since that time rock riprap was placed in portions of the plunge pool and spill events have occurred which may have affected the pool bathymetry. This task therefore includes new surveys to map the basin bathymetry and topography around the basin edge to develop an updated map of existing conditions.

This scope assumes a 1-day ground survey of the above-water perimeter of the plunge pool, including the rock outcrop area, using GPS methods. The bathymetry of the plunge pool will be surveyed using single beam sonar from a small remotely piloted watercraft, similar to the survey carried out in 2019. The results of the surveys will be combined into a single updated topo- bathymetry base map for the plunge pool which will be incorporated into the hydraulic modeling and analysis under Task 5. The topo and bathymetry surveys will be carried out by subconsultant personnel under the supervision of AECOM staff.

***Task 3 Assumptions***

- Access will be provided by MCWRA
- Existing topographic and bathymetric data will be available for review and updating
- The degree of change since the prior survey is unknown so the budget for this task is an allowance

***Task 3 Deliverables***

- Updated topo-bathymetry base map for use in the design under Task 5.

**TASK 4 - GEOTECHNICAL FIELD INVESTIGATIONS AND LABORATORY TESTING****Task 4.1 - Geotechnical Work Plan**

A geotechnical investigation work plan will be developed as part of this task, assuming that FERC requirements for a Drilling Program Plan (DPP) will need to be met for the rock outcrop investigations. The DPP will be submitted for review and approval by MCWRA, DSOD, and FERC before the geotechnical investigations are carried out. The geotechnical work plan will describe the proposed investigation plans and procedures for the rock outcrop

Amendment No. 6 AECOM Technical Services,

borings. The scope of work for this task includes addressing up to two rounds of review comments from MCWRA, DSOD and FERC and incorporating the comments into a revised, final work plan. The revised work plan will be used to confirm the scope and budget for the drilling work and to guide the field activities.

#### Task 4.2 - Health and Safety Plan

A Health and Safety Plan (HASP) will be developed to describe required procedures for safe completion of the various field tasks included in the geotechnical investigation. The HASP will include descriptions of appropriate procedures and hazard mitigation measures relevant to each task. The HASP will provide contact information for AECOM site personnel as well as the Project Manager, Project Geotechnical Engineer, and Project Engineering Geologist. Directions to the nearest hospital and an associated map will also be included. The driller's own safety plan documents will be included as an appendix as appropriate.

#### Task 4.3 - Geophysical Surveys

Geophysical surveys will be carried out to quantify the characteristics of the rock outcrop. The proposed surveys include downhole sonic velocity logging in each borehole along with surface P- wave refraction survey profiles at selected cross sections of the outcrop. The downhole logging will be carried out for P-wave velocities to the full depth in 3 boreholes. The P-wave surface refraction survey will be carried out along two lines crossing the outcrop, assumed to be 80 feet and 250 feet in length respectively. The seismic refraction data will be processed using seismic tomography techniques and/or the generalized reciprocal method (GRM).

The fieldwork schedule for the geophysical surveys will be coordinated with the schedule for the exploratory drilling. Approximately one week is estimated to complete the geophysical field investigation activities, including the downhole surveys and surface refraction surveys. The tentative proposed locations for the refraction survey lines are indicated by the blue lines in the attached Figure 1, Preliminary Rock Outcrop Investigation Locations.

#### Task 4.4 - Drill and Sample Borings

Three core boreholes will be drilled in the rock outcrop to depths of approximately 30 feet using an appropriate drill rig (potentially track mounted, but the final decision will be dependent on access conditions). Drill cuttings and fluids will be collected and drummed for offsite disposal. Appropriate and effective spill prevention measures will be implemented to prevent drill fluids, cuttings, or other contaminants from entering the plunge pool or streambed. The drilling process will be observed and supervised by a qualified engineering geologist or geotechnical engineer. The recovered rock core samples will be carefully logged, described, and photographed before placing them in protective wooden core boxes for storage and transportation. The logs will document the rock type, degree of weathering and strength, presence of joints and other discontinuities, and other relevant information to help characterize the outcrop rock mass properties. Following drilling, downhole geophysical surveys will be conducted in each boring as described above to measure seismic wave

velocities. The borings will then be fully backfilled with neat cement bentonite grout, consistent with typical County drilling permit requirements. The tentative locations of the proposed borings are indicated in the attached Figure 1, Preliminary Rock Outcrop Investigation Locations.

#### Task 4.5 - Field and Laboratory Testing

Field tests such as point load testing of rock core samples will be carried out on site. A geotechnical laboratory testing program will also be carried out to provide index properties and engineering characteristics of the core samples. The testing program will be refined and finalized during field exploration activities, after the samples have been obtained and inspected in the laboratory. Reviewed field logs will support the basis for laboratory testing assignments.

The anticipated types of laboratory tests include but are not limited to the following:

- Index properties tests (rock unit weight, hardness, abrasiveness, etc.)
- Unconfined compressive strength of the rock

All testing will be performed at a qualified geotechnical testing laboratory. Test results will be included in the Geotechnical Design Memorandum under Task 4.6

#### Task 4.6 - Geotechnical Design Memorandum

A Geotechnical Design Memorandum will be prepared under this task. The memo will compile the results of the field investigation tasks, including survey results, boring logs, exploration data, as well as the laboratory testing results. The memo will also include a site map showing the geophysical survey and boring locations as well as the exploration findings on the rock outcrop. The memo will also present interpretations of the subsurface conditions and recommend material properties for use in the outcrop removal design.

#### *Task 4 Deliverables:*

- Draft Geotechnical Design Memorandum -- one (1) digital copy (pdf).
- Responses to comments on Draft Memorandum
- The Final Memorandum will be included as Appendix to the Design Report under Task 6.

#### *Task 4 Assumptions*

- The rock outcrop is accessible via land for the investigations
- Overwater access for investigations (i.e. by barge) is not included
- County drilling permits, if necessary, will be obtained by MCWRA
- DSOD permit fees, if any, will be covered by MCWRA

#### TASK 5 - HYDRAULIC ANALYSIS

As part of the previous plunge pool analysis, 1-D hydraulic modeling in HEC-RAS and 3-D

Amendment No. 6 AECOM Technical Services, Inc.

Computational Fluid Dynamics (CFD) modeling in FLOW-3D were carried out (AECOM, 2022). The hydraulics of the spillway plunge pool and the causes of the observed scour and erosion were assessed. As described in the report, the plunge pool has complicated hydraulics due to the large rock outcrop located at the southeast end. The outcrop appears to divert flows to the northwest (left bank when looking downstream) and may also obstruct flows during large spill events. This may be causing an increase in the size of the flow eddies forming along the sides of the pool, which have resulted in significant erosion of both the left and right banks. The analyses to date also suggest that the erosion patterns may change when the rock outcrop is submerged at higher flows of around 20,000 cfs. The previous hydraulic modeling also assessed several erosion mitigation strategies for the plunge pool, each of which included removal of the existing rock outcrop.

The scope of work under Task 5 includes performing additional hydraulic analysis to assess and define the extent of the rock outcrop removal and the potential shaping of the plunge pool needed to improve the hydraulic performance, in combination with potential future measures to reduce the potential for further erosion. The proposed analysis includes the following:

- Perform a preliminary assessment of the plunge pool shape using simplified methods to serve as input to the CFD modeling. Carry out energy dissipation calculations based on the pool dimensions, flow rates, and velocity parameters to help establish the expected plunge pool geometry for the conditions.
- Update the previously developed hydraulic models to reflect the latest existing topographic and bathymetric conditions from the survey carried out under Task 3.
- Update the previously developed one-dimensional HEC-RAS model (which includes the plunge pool, road crossing, and a portion of the river downstream of the road crossing) to incorporate the latest topographic and bathymetric data developed under Task 3. Use the model output from the model to develop an updated rating curve at the road crossing as the downstream boundary condition for the CFD model.
- Perform iterative CFD modeling to evaluate and optimize the design for the final shape of the rock outcrop removal. The aim will be to minimize scour potential elsewhere in the plunge pool and to be compatible with the previously proposed erosion protection alternatives. Analyze the rock outcrop shape and removal extent under multiple flow conditions and use the results as input to the rock removal design package developed under Task 6.
- Selected flow cases will be modeled for both the updated existing conditions and the post-rock-removal scenario. These include the following:
  1. The maximum observed spillway discharge (since the latest spillway modifications) of approximately 8,000 cfs. This flow was observed in both 2011 and 2017.
  2. Higher spillway discharge flow rates, where the rock outcrop removal may have an effect, up to the maximum discharge in a PMF event (approximately 100,000 cfs).

- The CFD model of the plunge pool will provide estimated velocity, shear stress, and stream power at the bottom and sides of the pool that will then be used to evaluate scour potential. The extent of the proposed CFD modeling will be based on the previously developed model, starting from upstream of the spillway (reservoir) and ending at an appropriate distance downstream of the plunge pool. The downstream boundary of the CFD model will be established by the tailwater elevation calculated by the HEC-RAS model as noted above.

### *Task 5 Deliverables*

- HEC-RAS and CFD modeling descriptions and results, to be included as a section of the Design Report prepared under Task 6.

### *Task 5 Assumptions*

- Selected modeling flow cases will be run as described above. Flow cases not significantly affected by the outcrop removal may be removed from further consideration.

## TASK 6 - DESIGN PACKAGE PREPARATION

A design package for the rock outcrop removal will be developed including the following components:

- Design Report: Detailing the hydraulic analysis, proposed final rock outcrop removal geometry and overall plunge pool shape, as well as the recommended rock outcrop removal procedure based on the Geotechnical Design Memorandum (included as an Appendix). Methods such as blasting, chipping or ripping will be evaluated based on the geotechnical investigation results for the rock outcrop. Recommendations for construction staging and rock disposal will be made. Potential impacts to water quality and the surrounding environment will be identified and measures to minimize impacts will be recommended.
- Design Drawings: The rock outcrop removal design is expected to include up to six sheets of drawings, including an overall location map and site plan, a rock outcrop removal grading plan, sections and details, and a site restoration plan and details. The drawings will be prepared in AutoCAD following generally accepted drafting standards.
- Technical Specifications: in Construction Specifications Institute (CSI) format including:
  - Site access and staging areas
  - Environmental and water quality protection requirements

Amendment No. 6 AECOM Technical Services, Inc.

- Rock outcrop removal (blasting or ripping)
  - Excavated materials handling and disposal
  - Measurement and payment provisions
  - Other technical specifications as needed
- Engineer's construction cost estimate for the rock outcrop removal (AACE Class 3).

Draft deliverables will be provided electronically for review and comment by MCWRA, DSOD and FERC. Comments will be addressed and incorporated into a revised set of deliverables for review and acceptance. Final deliverables including PE stamped drawings will be provided in hard copy as well as electronic format.

#### ***Task 6 Deliverables***

- Draft and Final Design Report in electronic format and hard copy
- Draft and Final Design drawings in electronic format and hard copy
- Technical specifications in pdf format and hard copy

#### ***Task 6 Assumptions***

- MCWRA will provide standard bid and contracting specifications and will assemble the overall contract bid package

### **SCHEDULE**

The estimated duration of the project is 6 months, including review periods. However, the review durations for DSOD and FERC are difficult to estimate and could result in a longer overall duration of work. Following Notice to Proceed (NTP), the project task milestones are estimated as follows:

| <b>Project Milestone</b>                            | <b>Estimated Time to Completion</b>                  |
|---|--|
| <b>Task 2</b> – Existing Data Review                | 2 weeks after NTP                                    |
| <b>Task 3</b> – Topographic and Bathymetric Surveys | 4 weeks after NTP                                    |
| <b>Task 4</b> – Geotechnical Field Investigations   | 10 weeks after NTP                                   |
| <b>Task 5</b> - Hydraulic Analysis and Design       | 8 weeks after <b>Task 3</b> completion               |
| <b>Task 6</b> - Draft Design Package                | 8 weeks after <b>Tasks 4</b> and <b>5</b> completion |
| <b>Task 6</b> - Final Design Package                | 4 weeks after receipt of comments                    |

**EXHIBIT I**  
**Fee Schedule**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule  
AECOM Labor Category                      Rate/Hour

|                                       |       |
|---------------------------------------|-------|
| Principal Engineer .....              | \$280 |
| Senior Technical Lead .....           | \$243 |
| Project Manager .....                 | \$226 |
| Senior Engineer/Geologist .....       | \$200 |
| Project Engineer/Geologist .....      | \$167 |
| Senior Staff Engineer/Geologist ..... | \$150 |
| Staff Engineer/Geologist .....        | \$135 |
| Support GIS .....                     | \$156 |
| Support CAD .....                     | \$135 |
| Support Administrative .....          | \$111 |



Exhibit I

MCWRA Nacimiento Dam  
Plunge Pool Rock Outcrop Removal Design

TABLE 1 - BUDGET ESTIMATE

|   | Role: | Senior<br>Reviewer/<br>PIC | Project<br>Manager | Senior<br>Geotech<br>Lead | Project<br>Geotech<br>Engineer | Senior<br>Geology<br>Lead | Project<br>Engineering<br>Geologist | Senior<br>Hydraulics<br>Lead | Project<br>Hydraulic<br>Engineer | Senior<br>Civil<br>Design<br>Lead | Project<br>Civil<br>Engineer | Staff<br>Engineer | GIS      | CAD      | Admin    | Senior<br>Enviro<br>Planner | Project<br>Enviro<br>Planner | Total<br>Labor<br>Hours | AECOM<br>Labor Costs | Other Direct<br>Costs | Total Costs |          |           |         |           |           |           |            |            |            |           |
|---|-------|----------------------------|--------------------|---------------------------|--------------------------------|---------------------------|-------------------------------------|------------------------------|----------------------------------|-----------------------------------|------------------------------|-------------------|----------|----------|----------|-----------------------------|------------------------------|-------------------------|----------------------|-----------------------|-------------|----------|-----------|---------|-----------|-----------|-----------|------------|------------|------------|-----------|
| 2023 Billing Rate:  |       | \$280.00                   | \$226.00           | \$243.00                  | \$167.00                       | \$243.00                  | \$167.00                            | \$200.00                     | \$167.00                         | \$200.00                          | \$167.00                     | \$135.00          | \$156.00 | \$135.00 | \$111.00 | \$280.00                    | \$200.00                     |                         |                      |                       |             |          |           |         |           |           |           |            |            |            |           |
| Task 1 - Project Management and Coordination                      |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 10                           | 120               | 0        | 0        | 0        | 0                           | 0                            | 0                       | 0                    | 0                     | 0           | 130      | \$ 29,920 |         | \$ 29,920 |           |           |            |            |            |           |
| Task 2 - Existing Data Review                                     |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 0                            | 0                 | 10       | 10       | 4        | 4                           | 10                           | 10                      | 0                    | 0                     | 10          | 10       | 0         | 0       | 0         | 0         | 68        | \$ 12,320  |            | \$ 12,320  |           |
| Task 3 - Topographic and Bathymetric Survey                       |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 0                            | 0                 | 0        | 0        | 0        | 0                           | 0                            | 8                       | 8                    | 0                     | 0           | 8        | 8         | 0       | 0         | 0         | 0         | 32         | \$ 5,264   | \$ 16,500  | \$ 21,764 |
| Task 4 - Geotechnical Field Investigations and Laboratory Testing |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 20                           | 42                | 60       | 34       | 90       | 146                         | 0                            | 0                       | 0                    | 0                     | 56          | 16       | 8         | 24      | 0         | 0         | 496       | \$ 95,402  | \$ 95,048  | \$ 190,450 |           |
| 4.1 - Geotechnical Work Plan                                      |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 4                            | 8                 | 16       | 16       | 16       | 32                          |                              |                         |                      |                       | 16          | 8        |           | 8       |           |           | 124       | \$ 23,016  |            | \$ 23,016  |           |
| 4.2 - Health and Safety Plan                                      |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   |                              | 2                 | 4        |          | 6        | 8                           |                              |                         |                      |                       | 4           |          | 6         |         |           | 30        | \$ 5,424  |            | \$ 5,424   |            |           |
| 4.3 - Geophysical Surveys   |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   |                              |                   |          |          | 8        | 16                          |                              |                         |                      |                       |             |          |           |         | 24        | \$ 4,616  | \$ 22,770 | \$ 27,386  |            |            |           |
| 4.4 - Drill and Sample Borings                                    |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   |                              | 8                 | 8        |          | 40       | 60                          |                              |                         |                      |                       |             |          |           |         | 116       | \$ 23,492 | \$ 69,278 | \$ 92,770  |            |            |           |
| 4.5 - Field and Laboratory Testing                                |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   |                              | 4                 | 8        | 8        | 4        |                             |                              |                         |                      | 16                    |             | 2        |           |         | 42        | \$ 7,538  | \$ 3,000  | \$ 10,538  |            |            |           |
| 4.6 - Geotechnical Design Memorandum                              |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 16                           | 20                | 24       | 10       | 16       | 30                          |                              |                         |                      |                       | 20          | 8        | 8         | 8       |           |           | 160       | \$ 31,316  |            | \$ 31,316  |           |
| Task 5 - Hydraulic Analysis                                       |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 10                           | 10                | 0        | 0        | 0        | 0                           | 80                           | 120                     | 0                    | 0                     | 40          | 15       | 15        | 0       | 0         | 0         | 290       | \$ 50,865  |            | \$ 50,865  |           |
| Task 6 - Design Package Preparation                               |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 10                           | 32                | 16       | 32       | 0        | 0                           | 50                           | 100                     | 0                    | 0                     | 110         | 20       | 80        | 20      | 0         | 0         | 470       | \$ 76,954  |            | \$ 76,954  |           |
| Task 7 - Environmental Permitting Assistance                      |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 0                            | 0                 | 0        | 0        | 0        | 0                           | 0                            | 0                       | 0                    | 0                     | 0           | 0        | 0         | 0       | 80        | 80        | 160       | \$ 38,400  |            | \$ 38,400  |           |
| Task 8 - Bid, Award and Construction Phase Services               |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 0                            | 0                 | 0        | 0        | 0        | 0                           | 0                            | 0                       | 0                    | 0                     | 0           | 0        | 0         | 0       | 0         | 0         | -         | \$ -       |            | \$ -       |           |
| Total Hours   |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | 50                           | 204               | 86       | 76       | 94       | 150                         | 140                          | 238                     | 8                    | 0                     | 216         | 69       | 111       | 44      | 80        | 80        | 1,646     |            |            |            |           |
| Total Labor Costs   |       |                            |                    |                           |                                |                           |                                     |                              |                                  |                                   | \$14,000                     | \$46,104          | \$20,898 | \$12,692 | \$22,842 | \$25,050                    | \$28,000                     | \$39,746                | \$1,600              | \$0                   | \$29,160    | \$10,764 | \$14,985  | \$4,884 | \$22,400  | \$16,000  | \$309,125 | \$ 309,125 | \$ 111,548 | \$ 420,673 |           |

Notes:  
1. Costs from Subs and ODC's include 10% markup.  
2. Billing rates are for 2023 and will be adjusted annually

**AMENDMENT NO. 7 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
AECOM TECHNICAL SERVICES, INC.**

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**WHEREAS**, on November 3, 2022, the Parties entered into Amendment No. 3 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, on September 14, 2023, the Parties entered into Amendment No. 4 to the Agreement, thereby updating the payment provisions.

**WHEREAS**, on December 19, 2023, the Parties entered into Amendment No. 5 to the Agreement, thereby amending the Agreement by adding \$230,000 for a total contract amount of \$1,225,016.00 to continue providing services identified in the agreement.

**WHEREAS**, on December 19, 2023, the Parties entered into Amendment No. 6 to amend the Agreement with a dollar amount increase of \$420,673.00, not to exceed \$1,645,689.00, to continue providing services identified in the Agreement.

**WHEREAS**, The Parties wish to amend the Agreement by amending the Fee Schedule for labor rates only, to continue providing services identify in the Agreement.

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

1. Amend Direct Labor Rates as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the Direct Labor Rates set forth in Table 1 of the Fee Schedule, Exhibit J.

Amendment No. 7 AECOM Technical Services, Inc.

- 2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement shall remain in full force and effect.
- 3. This Amendment No. 7 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER  
RESOURCES AGENCY

DocuSigned by:  
*Ara Azhderian*  
By: 4F102FFB49A2435...  
Ara Azhderian, General Manager  
Date: 11/13/2024 | 8:52 AM PST

CONTRACTOR:  
AECOM TECHNICAL SERVICES, INC.

Signed by:  
*Theodore Feldsher*  
By: 969DBC1BAE1B4E1...  
(Signature of Chair, President or Vice President)  
Title: Vice President

(Print Name and Title)

Date: 11/12/2024 | 11:34 AM PST

DocuSigned by:  
*Mourad Attalla*  
By: 02EEAA705092449...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Title: Vice President  
(Print Name and Title)

Date: 11/12/2024 | 11:47 AM PST

Approved as to Form and Legality  
Office of the County Counsel

Signed by:  
*Kelly L. Donlon*  
By: 5DA7ECB51BF8438...  
Chief Assistant County Counsel  
Date: 11/12/2024 | 2:05 PM PST

Approved as to Fiscal Provisions

By: Jennifer Forsyth Auditor-Controller

Date: 11/12/2024 | 3:37 PM PST

By: Trent Hill Administrative Analyst

Date: 11/13/2024 | 7:56 AM PST

Approved as to Indemnity, Insurance Provisions

By: \_\_\_\_\_ Risk Management

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

*This space left blank intentionally.*

**Exhibit J**  
**Fee Schedule**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

**DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedule (Table 1) herein is effective upon execution of this amendment No. 7. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule

| <b>AECOM Labor Category</b>           | <b>Rate/Hour</b> |
|---------------------------------------|------------------|
| Principal Engineer.....               | \$288            |
| Senior Technical Lead .....           | \$250            |
| Project Manager .....                 | \$233            |
| Senior Engineer/Geologist.....        | \$206            |
| Project Engineer/Geologist .....      | \$172            |
| Senior Staff Engineer/Geologist ..... | \$155            |
| Staff Engineer/Geologist.....         | \$139            |
| Support GIS .....                     | \$161            |
| Support CAD .....                     | \$139            |
| Support Administrative.....           | \$114            |



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_\_\_\_

APPROVE AMENDMENT NO. 8 TO THE AGREEMENT FOR )  
PROFESSIONAL SERVICES WITH AECOM TECHNICAL )  
SERVICES, INC TO INCREASE THE DOLLAR AMOUNT BY )  
\$ 1,254,464 FOR A NEW CONTRACT TOTAL NOT TO EXCEED )  
\$ 2,900,153 TO COMPLETE THE PLUNGE POOL EROSION )  
PROTECTION DESIGN AT THE NACIMIENTO DAM SPILLWAY; )  
AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
AMENDMENT. )

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried by those members present, the Board of Directors hereby:

1. Approves Amendment No. 8 to the agreement for professional services with AECOM Technical Services, Inc., to increase the dollar amount by \$1,254,464 for a new contract total not to exceed \$2,900,153 to complete the Plunge Pool Erosion Protection Design at the Nacimiento Dam Spillway; and
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this **date** day of **Month Year**, by the following vote, to-wit:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.7

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-037**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

March, April, and May 2025 Calendars.

# March 2025

| March 2025 |    |    |    |    |    |    | April 2025 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| Su         | Mo | Tu | We | Th | Fr | Sa | Su         | Mo | Tu | We | Th | Fr | Sa |
| 2          | 3  | 4  | 5  | 6  | 7  | 1  | 6          | 7  | 1  | 2  | 3  | 4  | 5  |
| 9          | 10 | 11 | 12 | 13 | 14 | 8  | 13         | 14 | 8  | 9  | 10 | 11 | 12 |
| 16         | 17 | 18 | 19 | 20 | 21 | 15 | 20         | 21 | 15 | 16 | 17 | 18 | 19 |
| 23         | 24 | 25 | 26 | 27 | 28 | 22 | 27         | 28 | 22 | 23 | 24 | 25 | 26 |
| 30         | 31 |    |    |    |    | 29 |            |    | 29 | 30 |    |    |    |

| SUNDAY | MONDAY  | TUESDAY | WEDNESDAY  | THURSDAY   | FRIDAY   | SATURDAY |
|--------|---|---------|--|--|--|----------|
| Feb 23 | 24  | 25      | 26   | 27   | 28   | Mar 1    |
| 2      | 3<br>8:30am Canceled: -<br>CANCELLED- SAVE<br>THE DATE - SPECIAL<br>Board of Directors      | 4       | 5<br>8:30am Basin<br>Management<br>8:30am Basin<br>Management  | 6  | 7<br>8:30am Finance<br>Committee-2025-3<br>( <a href="https://montereycty.zoom.us/j/9240351052">https://montereycty.zoom.us/j/9240351052</a> ) | 8        |
| 9      | 10  | 11      | 12<br>1:30pm Planning<br>Committee-2025-3<br>( <a href="https://montereycty.zoom.us/j/9551198242">https://montereycty.zoom.us/j/9551198242</a> ) | 13   | 14<br>BOD Presentation (PPT)<br>Due - Gonzales, Eva  | 15       |
| 16     | 17<br>Board of Directors<br>Meeting - 930-Board<br>9:00am SAVE THE DATE<br>12:00pm Board of | 18      | 19   | 20<br>8:30am All Hands<br>8:30am Canceled: All<br>10:30am Joint Water<br>10:30am Joint Water   | 21   | 22       |
| 23     | 24  | 25      | 26   | 27<br>1:30pm Reservoir<br>Operations Advisory<br>Committee - 2024<br>( <a href="https://montereycty.zoom.us/j/9551198242">https://montereycty.zoom.us/j/9551198242</a> ) | 28   | 29       |
| 30     | 31  | Apr 1   | 2  | 3  | 4  | 5        |



# April 2025

| April 2025 |    |    |    |    |    |    | May 2025 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| Su         | Mo | Tu | We | Th | Fr | Sa | Su       | Mo | Tu | We | Th | Fr | Sa |
| 6          | 7  | 8  | 9  | 10 | 11 | 12 | 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 13         | 14 | 15 | 16 | 17 | 18 | 19 | 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 20         | 21 | 22 | 23 | 24 | 25 | 26 | 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 27         | 28 | 29 | 30 |    |    |    | 25       | 26 | 27 | 28 | 29 | 30 | 31 |

| SUNDAY | MONDAY   | TUESDAY | WEDNESDAY  | THURSDAY   | FRIDAY  | SATURDAY |
|--------|--|---------|--|--|---|----------|
| Mar 30 | 31   | Apr 1   | 2<br>8:30am Basin Management<br>8:30am Basin Management<br>10:00am Planning Committee-2025 | 3  | 4<br>8:30am Finance Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> )<br>10:00am Personnel & Administration Committee-2025 | 5        |
| 6      | 7  | 8       | 9  | 10   | 11<br>BOD Presentation (PPT)<br>Due - Gonzales, Eva   | 12       |
| 13     | 14   | 15      | 16   | 17<br>8:30am All Hands Meeting ( <a href="https://montereycty.z">https://montereycty.z</a> )<br>8:30am Canceled: All Hands Meeting ( <a href="https://montereycty.z">https://montereycty.z</a> ) | 18  | 19       |
| 20     | 21<br>Board of Directors Meeting - 930-Board of Directors<br>12:00pm Board of Directors Meeting-2025 | 22      | 23   | 24<br>1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> )  | 25  | 26       |
| 27     | 28   | 29      | 30   | May 1  | 2   | 3        |

May 2025

| May 2025 |    |    |    |    |    |    | June 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| Su       | Mo | Tu | We | Th | Fr | Sa | Su        | Mo | Tu | We | Th | Fr | Sa |
| 4        | 5  | 6  | 7  | 1  | 2  | 3  | 1         | 2  | 3  | 4  | 5  | 6  | 7  |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 | 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 | 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 | 22        | 23 | 24 | 25 | 26 | 27 | 28 |
|          |    |    |    |    |    |    | 29        | 30 |    |    |    |    |    |

| SUNDAY | MONDAY   | TUESDAY | WEDNESDAY  | THURSDAY  | FRIDAY  | SATURDAY |
|--------|--|---------|--|---|---|----------|
| Apr 27 | 28   | 29      | 30   | May 1   | 2<br>8:30am Finance Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> )<br>10:00am Personnel & Administration Committee-2025 | 3        |
| 4      | 5  | 6       | 7<br>8:30am Basin Management<br>8:30am Basin Management<br>10:00am Planning Committee-2025 | 8   | 9<br>BOD Presentation (PPT) Due - Gonzales, Eva<br>9:30am SAVE THE DATE - Special Board of Directors Meeting (194-Cayenne; 1441                       | 10       |
| 11     | 12   | 13      | 14   | 15<br>8:30am All Hands Meeting<br>8:30am Canceled: All Hands Meeting<br>10:30am Joint Water<br>10:30am Joint Water  | 16  | 17       |
| 18     | 19<br>Board of Directors Meeting - 930-Board of Directors<br>12:00pm Board of Directors Meeting-2025 | 20      | 21   | 22  | 23  | 24       |
| 25     | 26   | 27      | 28   | 29<br>1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> | 30  | 31       |



# County of Monterey

## Item No.8

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-038**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

- Personnel
- Dam Safety Funding
- Monterey One Water Reconciliation Process
- Monterey Peninsula Water Management District PWMx Proposed Water Allocation
- Association of California Water Agencies
- Regulatory/Legislative Activities
- Other



# County of Monterey

## Item No.9

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-039**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Board of Director training concerning the Brown Act and conflict of interest regulations. (Presenter: Kelly Donlon, Chief Assistant County Counsel)



# County of Monterey

## Item No.10

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-040**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Committee Agenda's and Cancellation Notices for February and March 2025:

- Water Resources Agency Reservoir Operations Advisory Committee
- Water Resources Agency Basin Management
- Water Resources Agency Planning Committee Cancellation Notice
- Water Resources Agency Finance Committee
- Water Resources Personnel and Administration Advisory Committee Cancellation Notice

# County of Monterey

*Saffron Room  
1441 Schillings Place  
Salinas, Ca 93901*



## Meeting Agenda

**Thursday, February 27, 2025**

**1:30 PM**

**SLO County Chair location: Old Courthouse Room 207  
976 Osos St. San Luis Obispo Ca. 93408 or via Zoom**

**Layla Decker remotely from Administrative Conference Room  
10625 Lake Nacimiento Rd. Bradley Ca. 93426**

### **Water Resources Agency Reservoir Operations**

#### **Advisory Committee**

*John Batlle*

*Ken Ekelund , Chair*

*Mark Gonzalez*

*Matthew Simis*

*Jon Anthony*

*Bill Lipe*

*Anna McKenna*

*Layla Decker*

*Richard Ortiz*

*Zach Barnes*

*Eric Morgan*

*Marc Kelley*

*Doug Scattini*

*Zach Barnes*

*Steve Blois*

To participate in this Reservoir Operations Advisory Committee meeting, the public is invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

1. For ZOOM participation please join by computer audio at:

<https://montereycty.zoom.us/j/92085702216>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 920 8570 2216 PASSWORD 877574 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

2. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means:

When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and unmute their device one at a time. Public speakers may be broadcast in audio form only.

3. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Wednesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Wednesday deadline will be distributed to the Committee and will be placed in the record.

4. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Reservoir Operations Advisory Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior

to end of meeting.

5. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Wednesday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee date and agenda number in the subject line.

6. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Wednesday before the meeting at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

7. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

8. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Para participar en esta reunión del Comité Asesor de la Operación de Embalses, el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

1. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92085702216>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 920 8570 2216 PASSWORD 877574 Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.



2. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:

Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

3. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov) antes de las 5:00 P. M. el Miércoles antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Miércoles a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

4. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité Asesor de la Operación de Embalses) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

5. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Miércoles antes de la reunión a: [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

6. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Miércoles antes de la reunión a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

7. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Miércoles antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

8. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the Minutes of the Reservoir Operations Advisory Committee meeting held on January 30, 2025.

Attachments: [Draft ResOps Minutes January 30, 2025](#)

### Staff Reports

2. Reservoir Storage and Release Schedule Update. (Staff Presenting: Peter Kwiek)

Attachments: [Reservoir Storage Release Update Report](#)  
[ResOps Slides 20250219](#)

3. Current Operations and Maintenance Activities at the Reservoirs. (Staff Presenting: Jason Demers)

4. Committee Appointments 2025. (Staff Presenting: Jason Demers)

### Status Reports

5.
  - Reservoir Recreation by Concessionaire and Parks Department

- County of San Luis Obispo Activities
- National Marine Fisheries Service
- Quagga Mussel Update

### **Calendar**

6. Set next meeting date and discuss future agenda items.

### **Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca. 93901*



## Meeting Agenda

**Wednesday, March 5, 2025**

**8:30 AM**

**Location: Saffron Room 1441 Schillings Place Salinas, Ca. 93901**

### **Water Resources Agency Basin Management**

#### **Advisory Committee**

*Matthew Simis - Chair*

*Deidre Sullivan*

*John Baillie*

*David Bunn*

*Richard Ortiz*

*Robin Lee*

*Patrick Breen*

*Marc Kelley*

*Sophia Wendt*

*Mike McCollough*

To participate in this Basin Management Advisory Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/99621772720>

OR to participate by phone call any of these numbers below: +1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 253 215 8782 US +1 301 715 8592 US

Enter this Meeting ID number: 996 2177 2720 PASSWORD: 478310 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

**PLEASE NOTE: IF ALL COMMITTEE MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE BASIN MANAGEMENT ADVISORY COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Basin Management Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at

WRAPubliccomment@countyofmonterey.gov. In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Basin Management Advisory Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Tuesday before the meeting to: WRAPubliccomment@countyofmonterey.gov. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Basin Management Advisory Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Tuesday before the meeting at WRAPubliccomment@countyofmonterey.gov (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

8. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@countyofmonterey.gov. The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

**PARA PARTICIPAR EN LA REUNIÓN DEL COMITE DE ASESOR DE GESTION DE LA CUENCA A TRAVES DE LOS SIGUIENTES METODOS:**

1. Podar asistir personalmente a la reunion; o,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/99621772720>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 996 2177 2720 PASSWORD: 478310. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DEL COMITÉ ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITÉ ASESOR DE GESTIÓN DE LA CUENCA PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) antes de las 5:00 P. M. el Martes antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Martes a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Asesor de Gestion de la Cuenca) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Martes antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

#### Call to Order

#### Roll Call

#### Public Comment

#### Committee Member Comments

#### Consent Calendar

1. Approve the Minutes of the Basin Management Advisory Committee Meeting held on December 4, 2024.

Attachments: [Final BMAC Minutes December 4, 2024](#)

#### Staff Reports

2. Overview of Basin Management Advisory Committee and introduction of Committee Members. (Staff Presenting: Amy Woodrow)
3. Update on the CSIP Optimization Model and Project Development. (Staff Presenting: Shaunna Murray)



4. Update on the 2024 Annual Groundwater Elevation Program - Groundwater Elevation Contour Maps and Cumulative Groundwater Change Chart. (Staff Presenting: Guillermo Diaz-Moreno)

**Attachments:**    [Board Report](#)  
                          [Attachment A Annual Shallow 24](#)  
                          [Attachment B Annual Deep 24](#)  
                          [Attachment C Cumulative Changes 2024 WY](#)  
                          [Attachment D Summary of Changes 2024](#)

5. Update on data reported in the Salinas Valley Water Conditions Report for the First Quarter of Water Year 2024-2025. (Staff Presenting: Amy Woodrow)

**Attachments:**    [Quarterly Report 1st Qtr WY25](#)

6. Overview of Well Bubbler Technology. (Staff Presenting: Ricardo Carmona)

#### **Calendar**

7. Set next meeting date and discuss future agenda items.

#### **Adjournment**



WATER RESOURCES AGENCY

# MEMORANDUM

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Monterey County

DATE: March 10, 2025

## **PUBLIC MEETING CANCELLATION NOTICE**

**THE PLANNING COMMITTEE MEETING**

**SCHEDULED FOR**

**WEDNESDAY MARCH 12, 2025 @ 1:30 PM**

**HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**WEDNESDAY APRIL 2, 2025 @ 10:00 AM**

**WATER RESOURCES AGENCY  
1441 SCHILLING PLACE  
SALINAS, CA**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Agenda

**Friday, March 7, 2025**

**8:30 AM**

**Saffron Room, 1441 Schilling Place, Salinas, Ca 93901**

## **Water Resources Agency Finance Committee**

*John Baillie  
Mark Gonzalez  
Mike LeBarre  
Matthew Simis*

To participate in this Finance Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/92403510520>  
OR to participate by phone call any of these numbers below:  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

**PLEASE NOTE: IF ALL COMMITTEE MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE FINANCE COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE FINANCE COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at

WRAPubliccomment@countyofmonterey.gov. In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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8. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@countyofmonterey.gov. The request should be made no later than noon on the Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Finanzas a través de los siguientes métodos:

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

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924 0351 0520 PASSWORD: 404237 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

**TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha limite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité

para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

#### Call to Order

#### Roll Call

#### Public Comment

#### Committee Member Comments

#### Consent Calendar

1. Approve the Minutes of the Finance Committee meeting on February 7, 2025.  
  
**Attachments:** [draft Finance Minutes February 7, 2025](#)
2. Approve Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment. (Staff Presenting: Guillermo Alvarez)  
  
**Attachments:** [Board Report](#)  
[Amendment No. 4](#)  
[Amendments Nos. 1 thru 3](#)

### Scheduled Items

3.
  - a. Consider receiving a draft of the Groundwater Monitoring Program Fee Study; and,
  - b. Provide feedback to staff as appropriate. (Staff Presenting: Amy Woodrow)

**Attachments:**    [Board Report](#)  
[Ordinance No. 5426](#)  
[Resolution 20-348](#)  
[Draft GMP Fee Study](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.  
(Staff Presenting: Jason Demers)

**Attachments:**    [Board Report](#)  
[Original Agreement for Services](#)  
[Amendment No. 3](#)

5. Consider receiving the FY2024-25 January 2025 Financials for All Agency Funds.  
(Staff Presenting Nora Cervantes)

**Attachments:**    [FIN FY25 BoD Monthly Reports](#)  
[WRA Financial BFY2024-25 PPT](#)

### Status Reports

6. Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

**Attachments:**    [FY24-25 Hydro Revenue](#)

7. FY2025-26 Preliminary Budget. (Staff Presenting: Nan Kim)

### Calendar

8. Set next meeting date and discuss future agenda items.

### Adjournment





WATER RESOURCES AGENCY

# MEMORANDUM

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Monterey County

DATE: February 28, 2025

## **PUBLIC MEETING CANCELLATION NOTICE**

**THE PERSONNEL & ADMINISTRATION  
COMMITTEE MEETING SCHEDULED FOR  
FRIDAY, MARCH 7, 2025 @ 10:00 AM  
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR  
FRIDAY, APRIL 4, 2025 @ 10:00 AM**

**WATER RESOURCES AGENCY  
1441 SCHILLING PLACE  
SALINAS, CA**



# County of Monterey

## Item No.11

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-041**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Reservoir Storage Release Update Report. (Staff: Peter Kwiek)

## Reservoir Storage & Release Update

### SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

**RESERVOIR ELEVATION / STORAGE:** As of March 10, 2025, San Antonio Reservoir has a water surface elevation of approximately 761.0 feet (NGVD 29), with 240,500 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 775.45 feet, with 251,620 acre-feet of water in storage. San Antonio Reservoir is currently at 72% of storage capacity and Nacimiento Reservoir is at 67% of capacity.

**RAINFALL:** Precipitation events since January have so far produced modest inflow to both reservoirs. Relative to early February, the start of seasonal inflow to both reservoirs this year, storage volumes at San Antonio and Nacimiento reservoirs are approximately 8,000 and 56,000 acre-feet higher, respectively. As of March 10, forecasted storms are expected to continue to add to reservoir storage.

**SALINAS RIVER LAGOON:** Following February winter storms that generated connected flow along the entire mainstem Salinas River, the Agency facilitated a breach of the lagoon to alleviate localized flooding in accordance with the Agency's Sandbar Management Plan on Saturday, February 15th, 2025. The lagoon and remains open to the ocean at the time of this report.

**RESERVOIR RELEASES:** Minimum fisheries releases have continued from both reservoirs since the end last year's conservation releases in October. Additional releases from San Antonio Reservoir were initiated on Monday, February 17<sup>th</sup>, in accordance with Flow Prescription requirements contained in Agency water rights licenses and permits, to support adult steelhead migration in the Salinas River. Once passage conditions had been sustained for fourteen days, releases were reduced to minimum flows, on March 3<sup>rd</sup>.

Release Target flows as of the morning of March 10, 2025:

- Nacimiento Reservoir: 60 cfs
- San Antonio Reservoir: 10 cfs

Total releases from both reservoirs to the Salinas River are approximately 70 cfs. The following "provisional" flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam 63 cfs
- Salinas River near Bradley: 206 cfs\*
- Salinas River at Soledad: 98 cfs
- Salinas River near Chualar: 69 cfs
- Salinas River near Spreckels: 42 cfs

\*Value considered suspect, pending calibration measurement later this month.

Prepared by: Peter Kwiek, Associate Hydrologist (831) 755-4860



# County of Monterey

## Item No.12

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: WRAG 25-042**

**March 17, 2025**

**Introduced:** 3/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Letter dated February 18, 2025, to Honorable Jimmy Panetta, and Honorable Zoe Lofgren, from Chris Lopez, Chair Monterey County Board of Supervisors RE: H.R. 338, the Every Drop Counts Act. - SUPPORT
2. Letter dated February 18, 2025, to Honorable Alex Padilla and Honorable Adam Schiff, from Chris Lopez, Chair Monterey County Board of Supervisors RE: H.R. 471, Fix our Forest Act. - SUPPORT
3. Letter dated February 18, 2025, to Honorable Jimmy Panetta, and Honorable Zoe Lofgren, from Chris Lopez, Chair Monterey County Board of Supervisors RE: H.R. 471, Fix our Forest Act. - SUPPORT
4. Letter dated February 15, 2025, to Honorable Alex Padilla, Honorable Adam Schiff, Honorable Jimmy Panetta and Honorable Zoe Lofgren, from Chris Lopez, Chair Monterey County Board of Supervisors RE: Impacts of Office Management and Budget Federal Funding Pause



# County of Monterey

Board of Supervisors  
Monterey County Water Resources Agency

Luis A. Alejo, District 1  
Glenn Church, District 2  
Chris M. Lopez, Chair, District 3  
Wendy Root Askew, Vice Chair, District 4  
Kate Daniels, District 5



February 18, 2025

The Honorable Jimmy Panetta  
304 Cannon House Office Building  
Washington, DC 20515

The Honorable Zoe Lofgren  
1401 Longworth House Office Building  
Washington, DC 20515

## Re: H.R. 338, the Every Drop Counts Act. – SUPPORT

Dear Congressman Panetta and Congresswoman Lofgren:

On behalf of the County of Monterey Board of Supervisors and the Board of Supervisors of the Monterey County Water Resources Agency, we are writing to express our support for the Every Drop Counts Act (H.R. 338). This legislation would build on the Bipartisan Infrastructure Law's impact by increasing funding and expanding support for groundwater recharge projects. Significantly, H.R. 338 would make it easier for groundwater projects to qualify for funding, increase the amount of water they can store, and stabilize underground aquifers.

This bill would amend the Bureau of Reclamation's Small Storage Program authorized through 2026 under the Bipartisan Infrastructure Law (a.k.a. Infrastructure Investment and Jobs Act or "BIL") to provide a federal cost share to eligible, small surface and groundwater storage projects. Currently, the Program has approximately \$43.5 million available for federal fiscal-years 2025 and 2026 and the latest funding opportunity opened in September 2024. The federal cost share cannot exceed the lesser of 25 percent of project cost or \$30 million dollars. Reclamation continues to accept feasibility study submissions at any time and is encouraging non-Federal entities to submit their feasibility studies by Spring 2025 for consideration. This funding opportunity provides financial assistance for projects that will increase water supply reliability, improve operational flexibility, and enhance climate resiliency of water and related infrastructure throughout the 17 western states, Alaska, and Hawaii. In accordance with the current BIL, as amended, projects must have a water storage capacity of not less than 200 acre-feet and not more than 30,000 acre-feet. Water conveyance projects are also eligible. H.R. 338 would extend authorization of the funding by another 5 years and expand eligibility by increasing the potential size of storage projects to a maximum recharge potential of 150,000 acre-feet.

We appreciate your continued support for the residents of the County of Monterey, and we urge you to cosponsor H.R. 338, the Every Drop Counts Act.

Sincerely,

**Chris M. Lopez**  
**Chair, County of Monterey Board of Supervisors**  
**Chair, Board of Supervisors of the Monterey County Water Resources Agency**

cc: The Honorable Alex Padilla, U.S. Senator for California  
The Honorable Adam Schiff, U.S. Senator for California





# County of Monterey

Board of Supervisors  
Monterey County Water Resources Agency

Luis A. Alejo, District 1  
Glenn Church, District 2  
Chris M. Lopez, Chair, District 3  
Wendy Root Askew, Vice Chair, District 4  
Kate Daniels, District 5



February 18, 2025

The Honorable Alex Padilla  
331 Hart Senate Office Building  
Washington, DC 20510

The Honorable Adam Schiff  
112 Hart Senate Office Building  
Washington, DC 20510

**Re: H.R. 471, Fix Our Forests Act – SUPPORT**

Dear Senator Padilla and Senator Schiff:

On behalf of the County of Monterey Board of Supervisors and the Board of Supervisors of the Monterey County Water Resources Agency, we are writing to express our support for the Fix Our Forests Act (H.R. 471). Enacting this legislation would provide agencies with critical tools to implement the most vital forest management projects immediately.

This comprehensive, bipartisan legislation encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state, and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats.

While the bill focuses largely on federal lands, it would provide opportunities for expanded federal, state, and local collaboration, including sharing of tools and information, to improve fire-shed and watershed management, water source and “at risk community” protection, and potential grant funding to minimize the risks of wildfire exposure, including loss of life and structures. Fire-shed management areas may include non-federal land and rangelands. The proposed Water Source Protection Program aims to protect and restore watershed health, water supply and quality, municipal or agricultural water supply systems, and water-related infrastructure. The bill also aims to establish a Community Wildfire Risk Reduction Program to, in part, support interagency coordination in reducing wildfire risk, advance research, including support for non-federal research partners, encourage public-private partnerships to perform fuel management activities, and provide technical and financial assistance. The bill also provides the potential for post-fire restoration support.

As you know, a century of suppressing all natural fires, which led to excessive and unnatural growth, decades of mismanagement of federal lands due to outdated laws, and rising temperatures have created a perfect storm of federal lands susceptible to drought and wildfires. In California, the nine largest wildfires on record and three of the top five deadliest fires have occurred during the last decade. In 2020, California wildfires contributed more to climate change than the state's entire power sector. And, of course, the recent fires in Los Angeles have provided us with a shocking example of the devastation caused by wildfires. Moreover, catastrophic fire is the single largest source of particulate pollution in the United States, posing a significant threat to watersheds and ecosystems. The cost of further inaction is untenable. We are optimistic that this legislation can be a turning point to preventing additional tragedies caused by fires.



We appreciate your continued support for Monterey County, and we urge you to vote “aye” on any Senate action related to H.R. 471, the Fix Our Forests Act.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris M. Lopez". The signature is fluid and cursive, with a large loop at the end.

**Chris M. Lopez**

**Chair, County of Monterey Board of Supervisors**

**Chair, Board of Supervisors of the Monterey County Water Resources Agency**



# County of Monterey

Board of Supervisors  
Monterey County Water Resources Agency

Luis A. Alejo, District 1  
Glenn Church, District 2  
Chris M. Lopez, Chair, District 3  
Wendy Root Askew, Vice Chair, District 4  
Kate Daniels, District 5



February 18, 2025

The Honorable Jimmy Panetta  
304 Cannon House Office Building  
Washington, DC 20515

The Honorable Zoe Lofgren  
1401 Longworth House Office Building  
Washington, DC 20515

## Re: H.R. 471, Fix Our Forests Act – SUPPORT

Dear Congressman Panetta and Congresswoman Lofgren:

On behalf of the County of Monterey Board of Supervisors and the Board of Supervisors of the Monterey County Water Resources Agency, we are writing to express our support for the Fix Our Forests Act (H.R. 471). We appreciate your leadership to provide agencies with critical tools to implement the most vital forest management projects immediately.

This comprehensive, bipartisan legislation encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state, and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats.

While the bill focuses largely on federal lands, it would provide opportunities for expanded federal, state, and local collaboration, including sharing of tools and information, to improve fire and watershed management, water source and “at risk community” protection, and potential grant funding to minimize the risks of wildfire exposure, including loss of life and structures. Fire and watershed management areas may include non-federal land and rangelands. The proposed Water Source Protection Program aims to protect and restore watershed health, water supply and quality, municipal or agricultural water supply systems, and water-related infrastructure. The bill also aims to establish a Community Wildfire Risk Reduction Program to, in part, support interagency coordination in reducing wildfire risk, advance research, including support for non-federal research partners, encourage public-private partnerships to perform fuel management activities, and provide technical and financial assistance. The bill also provides the potential for post-fire restoration support.

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Clerk of the Board | 168 West Alisal St. 1st Floor | Salinas, CA 93901  
831 755 5066 | [cob@co.monterey.ca.us](mailto:cob@co.monterey.ca.us) | [www.countyofmonterey.gov](http://www.countyofmonterey.gov)



We appreciate your continued support for Monterey County, and we thank you for voting to pass H.R. 471, the Fix Our Forests Act, out of the House of Representatives.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris M. Lopez". The signature is fluid and cursive, with the first name "Chris" being more prominent than the last name "Lopez".

**Chris M. Lopez**

**Chair, County of Monterey Board of Supervisors**

**Chair, Board of Supervisors of the Monterey County Water Resources Agency**



# County of Monterey

## Board of Supervisors

Luis A. Alejo, District 1  
Glenn Church, District 2  
Chris M. Lopez, Chair, District 3  
Wendy Root Askew, Vice Chair, District 4  
Kate Daniels, District 5

Clerk of the Board  
168 West Alisal St. 1st Floor  
Salinas, CA 93901  
831 755 5066  
cob@co.monterey.ca.us

February 14, 2025

The Honorable Alex Padilla  
331 Hart Senate Office Building  
Washington, DC 20510

The Honorable Adam Schiff  
112 Hart Senate Office Building  
Washington, DC 20510

The Honorable Jimmy Panetta  
304 Cannon House Office Building  
Washington, DC 20515

The Honorable Zoe Lofgren  
1401 Longworth House Office Building  
Washington, DC 20515

### Re: Impacts of Office of Management and Budget Federal Funding Pause

Dear Senator Padilla, Senator Schiff, Congressman Panetta and Congresswoman Lofgren:

On behalf of the County of Monterey, I write to express our concern regarding the effect of the recent memorandum from the White House Office of Management and Budget (OMB) that “Federal agencies **must temporarily pause** all activities related to obligation or disbursement of all Federal financial assistance.” The memorandum stated the pause was to go into effect at 5:00p.m., on January 28, 2025, and required each agency to complete a comprehensive analysis “of all of their Federal financial assistance programs to identify programs, projects, and activities that may be implicated by any of the President’s executive orders.”

The White House rescinded the OMB memorandum on January 29, 2025, but efforts to pause federal funding persist. The County is alarmed by these attempts and respectfully urges you to oppose any such effort. Impounding federal funds is not only patently unconstitutional, but the freeze/impoundment is also a continuing violation of a court [order](#) which the State of California is a party to, and it also jeopardizes the County’s ability to provide services to residents. This includes some of our most vulnerable residents who rely on the County for critical programs and services.

County residents have increased access to some programs and services because of federal funds. The funds support County programs combatting housing instability and food insecurity. They help the County provide mental health services and increase access to healthcare. As a result, the sudden pause has a direct and harmful impact on County residents who fundamentally rely on these services and programs. We are working to identify the full effect of the pause, and pivot funding as needed, but inconsistent information from the federal government impedes our efforts.

While we support the decision to rescind the memorandum, the underlying orders remain in effect. Federal departments and agencies continue to implement the executive orders, some of which seek to impound and condition federal funds. Without these funds, the County is unable to offer critical programs, putting residents’ health and safety at risk. The County receives about \$231 million in federal funds during the fiscal year—roughly 12% of its \$1.98 billion budget. This means that any disruption in federal funding, even a transitory pause, interrupts County operations and injures residents.



We respectfully urge you to advocate for the timely release of federal funds and to oppose any federal government actions placing unlawful conditions on the receipt of federal funds. Additionally, we respectfully ask you to advocate for transparent federal funding decisions, which are within the confines of the law.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris M. Lopez", with a large, stylized loop at the end.

**Chris M. Lopez, Chair**  
Board of Supervisors

cc:     The Honorable John Laird, 17<sup>th</sup> Senate District  
          The Honorable Robert Rivas, 29<sup>th</sup> Assembly District  
          The Honorable Dawn Addis, 30<sup>th</sup> Assembly District  
          California State Association of Counties (CSAC)  
          Rural County Representatives of California (RCRC)

**AMENDMENT NO. 4  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 4** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023, processed Amendment No. 1 on February 13, 2023, Amendment No. 2 on April 2, 2024 and Amendment No. 3 on February 13, 2025 (hereinafter, “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to June 30, 2027, to continue providing services identified in the Agreement; and

**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 2, “**Term of Agreement**”, to read as follows:

Term of Agreement. The term of this Agreement shall begin on **January 1, 2023**, by CONTRACTOR and Agency, and will terminate on **June 30, 2027**, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT dated January 1, 2023.

*This section intentionally left blank*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 on the day and year written below.

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

*DocuSigned by:*  
*Ara Ayhderian*  
1F182FFB49A2435...  
General Manager

Dated: 2/19/2025 | 10:42 AM PST

*Approved as to Fiscal Provisions:*

*DocuSigned by:*  
*Jennifer Forsyth*  
4E7E657875454AE...  
Deputy Auditor/Controller

Dated: 2/14/2025 | 4:26 PM PST

*Approved as to Liability Provisions:*

Risk Management  
Dated:

*Approved as to Form:*

*DocuSigned by:*  
*Kelly L. Doulon*  
1FFF9CC4BAC44AF...  
Chief Assistant County Counsel

Dated: 2/14/2025 | 3:52 PM PST

**CONTRACTOR: GEI Consultants, Inc.**

*DocuSigned by:*  
*William Rettberg*  
By: 11F9B292EC63401...  
Signature of Chair, President, or  
Vice-President

william Rettberg Sn. VP

Printed Name and Title  
Dated: 2/14/2025 | 2:48 PM PST

*Signed by:*  
*Mark Freitas*  
By: 92D55070D9CC470...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Mark Freitas Vice President  
Printed Name and Title  
Dated: 2/14/2025 | 2:51 PM PST

*Signed by:*  
*Trent Hill*  
30922505678A4ED...  
Trent Hill SENIOR ADMINISTRATIVE ANALYST  
2/18/2025 | 12:23 PM PST

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.