

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 July 1, 2022 (hereinafter "Agreement").

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and 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 Exhibits A and D:**
 - (a) The scope of work is briefly described and outlined as follows:
San Antonio Dam surveillance and performance evaluation, engineering services for 12-in horizontal drain repair, and general services.
 - (b) The CONTRACTOR shall perform its services under this Agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

Section 2 of the Agreement is hereby amended to read as follows:

2. Term of Agreement. The term of this Agreement shall begin on **July 1, 2022** by CONTRACTOR and Agency, and will terminate on **June 30, 2025**, unless earlier terminated as provided herein.

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

2. 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 D beginning July 1, 2023. The maximum amount payable to CONTRACTOR under this contract is **two hundred thirty five thousand nine hundred sixty four dollars (\$235,964)**, summarized below:

\$ 78,724 Original Agreement
\$157,240 Amendment No. 1
\$235,964 Maximum Amount Payable

Section 27 of the Agreement is hereby amended to read as follows:

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. Manuel Saavedra

Section 28 of the Agreement is hereby amended to read as follows:

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 other notice provisions, notices shall be addressed as follows:

	<u>TO AGENCY</u>	<u>TO CONTRACTOR</u>
Name:	Mr. Manuel Saavedra	Mr. Stan Kline
Address:	Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	AECOM 300 Lakeside Drive Oakland, CA 94612
Telephone:	831-755-4860	510-874-3191
Email:	saavedram@co.monterey.ca.us	Stan.Kline@aecom.com Email: Claims related notices shall be copied to: AMER-DCSProjectClaimNotices@aecom.com

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: _____

Ara Azhderian
General Manager

Date: _____

CONTRACTOR:

By: _____

Type Name: _____

Title: _____

Date: _____

By: _____

Type Name: _____

Title: _____

Date: _____

* 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 – AECOM Technical Services, Inc.
Amendment No. 1

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Approved as to form ¹:

Approved as to fiscal provisions:

Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

² Approval by Auditor-Controller is required

Exhibit C

Scope of Work and Work Schedule

San Antonio Dam FY 2023-24 **Surveillance & Performance Evaluation** **and Calendar 2023 Annual Report**

San Antonio Dam is under the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams (DSOD). This scope of work includes San Antonio Dam data review, on call response for fiscal year 2023-24, and annual performance reporting for the 2023 calendar year.

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 2023 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2024. Submittal of the draft report is then anticipated by the end of April 2024, with receipt of Agency comments by the middle of May 2024, allowing submittal of the final report by the end of May 2024.

San Antonio Dam **Engineering Services for 12-inch Horizontal Drain Repair**

SCOPE OF WORK

A horizontal 12-inch diameter slotted corrugated metal pipe dam embankment drain, installed during original dam construction at the downstream slope between the low-level conduit tunnel and north abutment, is severely corroded and in need of repair to maintain drainage of seepage water at this location. AECOM will perform the following services for repair of this horizontal drain:

Task 1: Obtain and review applicable documents, such as drawings, reports, Agency prepared 12-inch horizontal drain repair plan proposal, and evaluate engineering approach and alternative recommendations (if any), and consult with Agency staff regarding drain repair.

Deliverables: One online meeting with Agency staff to obtain relevant documents, exchange information, and answer questions.

Task 2: Site Visit: AECOM staff will observe the drain onsite.

Deliverable: One onsite visit by AECOM technical staff.

Task 3: Develop construction plans and specifications, which may include, but are not limited to:

- 1) Project Existing Conditions, Excavation, Working Area, Cut Slope, and Braced Excavation
 - a) Staging area and haul route to material storage area
 - b) Area of bedrock exposure to be removed and temporary fill area for construction access

- 2) Demolition and Repair to Section of Pipe
 - a) Detail showing section of pipe to be removed
 - b) Details showing size and length of new slotted pipe equipped with tremie pipes and rails
 - c) Detail of proposed means for installation using hydraulic jack and jacking pit
 - d) Materials and construction notes for proposed method to tremie backfill the annular space
- 3) Restoration of Excavation, Grading, and Site Drainage
 - a) Removal and re-compaction of temporary access fill
 - b) Final grading contours to match existing grade with new surface drainage
 - c) Backfill materials and compaction guidelines to restore to finish grade
 - d) Detail for new weir at outlet to new pipe
 - e) Detail for restored pavement section
 - f) Detail showing sealing of exposed concrete tunnel wall joint

Deliverables: Draft 100% Plans and Specifications for Agency review.

Task 4: Revise Plans and Specifications in response to Agency and DSOD review comments.

Deliverables:

- 1) Response to Agency comments on Draft 100% Plans and Specifications and revised 100% Plans and Specifications for Agency submittal to DSOD.
- 2) Response to DSOD comments on Agency submitted Plans and Specifications and (if needed) revised Plans and Specifications for Agency re-submittal to DSOD.
- 3) Provide input to bidder requirements.

Note: Two iterations of Agency and DSOD comments and AECOM response are included above.

Assumptions:

1. Cost estimation and services during construction are not included in this scope of work.
2. The construction contractor will be responsible for temporary shoring/excavation bracing design.
3. Agency will prepare construction bidding and construction contract documents.

SCHEDULE

Begin work May 2023 chargeable to remaining General Services budget. Provide Draft 100% Plans and Specification by August 11, 2023.

General Services

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, inspection, environmental and permitting services. Subcontractors shall be approved by the Agency. Payment shall be in accordance with Exhibit D.

EXHIBIT D

PAYMENT PROVISIONS

Exhibit B shall be effective for work performed by AECOM through June 30, 2023. This Exhibit D shall replace Exhibit B on and become effective for work performed July 1, 2023 and thereafter.

PAYMENT:

For the Scope of Work defined in Exhibit C, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$157,240. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. Budget detail is shown in Tables 2 and 3 herein.

Direct Labor Costs: Are the hourly billing rate, per the Direct Labor Rate Schedule (Table 1) 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 (Table 1) herein is effective beginning July 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. DIRECT LABOR RATE SCHEDULE

<u>LABOR CATEGORY</u>	<u>RATE / HOUR</u>
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

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 2. San Antonio Dam Surveillance and Performance Evaluation Budget for FY 2023-24.

2023 Rate:		\$248.00	\$243.00	\$167.00	\$135.00	\$111.00			
Task No.	Task Description	Yadon Principal Engineer	Kline Sr Tech Lead	Project Engineer	Support CAD	Support Admin	Subtotal Manhours	Expenses	Task Cost Estimate
1	Annual Inspection	0	10	0	0	0	10	\$200	\$2,630
2	Piezometer / Drain Data Review	0	40	0	0	0	40	\$0	\$9,720
3	Survey Data Review	0	16	0	0	0	16	\$0	\$3,888
4	Instrumentation Data Plots	0	32	16	0	0	48	\$0	\$10,448
5	Reporting	4	56	16	16	8	100	\$500	\$20,820
6	Meetings	0	8	0	0	0	8	\$100	\$2,044
7	On-Call Response	0	20	0	0	0	20	\$200	\$5,060
8	Earthquake Event Data Review	0	24	0	0	0	24	\$0	\$5,832
Total:		4	206	32	16	8	266	\$1,000	\$60,442

Table 3. San Antonio Dam 12-inch Horizontal Drain Repair Budget.

		ESTIMATED PROJECT HOURS				
Task No.	Task Description	Rate	Task Manager Lead Engineer	Senior Technical Lead	Senior Engineer	Senior CAD
			John Tabor	Stanley Kline	Erik Newman	Kevin Lee
			\$219.00	\$236.00	\$219.00	\$151.00
1	Review Documents, MCWRA Repair Plan, Evaluate Engineering Approach, Identify Alternative Recommendations, Consultation with MCWRA Personnel		20	8	8	0
2	Field Site Visit and Meetings with MCWRA Personnel		18	8	8	0
3	Develop Construction Plans and Specifications		80	8	12	120
4	Perform up to Two Iterations to Plans and Specifications in Response to comments by MCWRA and DSOD; Provide input to Bidder requirements		20	8	8	20
Total Task Hours			138	32	36	140
ESTIMATED TOTAL			\$30,222.00	\$7,552.00	\$7,884.00	\$21,140.00
						\$66,798.00

General Services: \$ 30,000**Amendment No. 1 Not-to-Exceed Total: \$157,240**