

**AMENDMENT NO. 2
STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY
AND
SPECIALIZED UTILITY SERVICES PROGRAM, INC.**

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Specialized Utility Services Program, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on January 18, 2022 (hereinafter, “Agreement”) to provide Chief Plant Operator (CPO) services for Lake San Antonio and County Service Area (CSA) 75 – Chualar water and wastewater utility systems (hereinafter, “services”) through December 31, 2022 for an amount not to exceed \$63,280; and Amendment No. 1 on November 14, 2022 to add additional locations, increase the total not to exceed sum, and extend the date for one year with a new term of January 18, 2022 through December 31, 2023; and

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

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

WHEREAS, the CONTRACTOR’s original annual cost for services requires an update effective January 1, 2024; and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for three (3) additional years to December 31, 2026, to update the original annual costs effective January 1, 2024, to include drafting and reporting of regulatory compliance plans for all County parks and CSA 75-Chualar, and to increase the total not to exceed amount by \$452,556 for a total amount not to exceed \$583,460 to allow CONTRACTOR to continue to provide services identified in the Agreement and Amendment No. 1, and as amended by this Amendment No. 2.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement, as amended in this Amendment No. 2. The goods and/or services are generally described as follows: Provide Chief Plant Operator services, and drafting and submission of regulatory

compliance plans for water and wastewater utility systems for all County of Monterey Parks, Laguna Seca Recreation Area, and County Service Area (CSA) 75 – Chualar.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, as amended in this Amendment No. 2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$583,460.

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

The term of this Agreement is from January 1, 2022 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, “Scope of Services and Additional Provisions” to delete “Exhibit A-1 – Scope of Services/Payment Provisions” and to add “Exhibit A-2 – Scope of Services/Payment Provisions”.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 2 are incorporated into the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
7B741937AA6B41B...
Contracts/Purchasing Officer

Date: 2/14/2024 | 2:47 PM PST

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

DocuSigned by:
By: Michael J. Whilden
4E8C5E19B9F476...
Michael J. Whilden
Deputy County Counsel

Date: 1/19/2024 | 1:02 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Patricia Ruiz
E79EF04E57454F0...
Auditor/Controller

Date: 1/22/2024 | 9:21 AM PST

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

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

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

DocuSigned by:
By: Dan DeMoss
FEDDFED997251149...
(Signature of Chair, President or Vice President)

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

Date: 1/19/2024 | 12:37 PM PST

DocuSigned by:
By: Dustin Hardwick
D40690CD6F6549F...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

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

Date: 1/19/2024 | 12:48 PM PST

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

**Exhibit A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY
AND
SPECIALIZED UTILITY SERVICES PROGRAM, INC.**

A. SCOPE OF SERVICES

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

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

1. Site visits once every two (2) weeks.
2. Facilitate as CPO with a Grade 2 wastewater certified operator or higher.
3. While onsite, CONTRACTOR staff shall review and assist in daily operations and routine testing and sampling along with facility process control adjustments and review operations with County staff as needed.
4. Complete and submit all necessary reporting.
5. Provide all necessary training to County staff and reporting of the existing operator(s).
6. Provide twenty-four (24) hour emergency response and phone availability for the systems operator and the utility itself.
7. CONTRACTOR will be available for all scheduled inspections and meetings with the SWRCB staff regarding the operation of the treatment facility.
8. Drafting and submission of regulatory compliance plans for water and wastewater utility systems for all County of Monterey Parks, Laguna Seca Recreation Area
 - a. A copy of all written reports submitted to regulatory agency(ies) under this Agreement shall be delivered electronically to the County staff member and/or department the County designates when the proposal is received.

B. PAYMENT PROVISIONS

County shall pay an increased amount not to exceed **\$452,555.92 for an amended Agreement amount not to exceed of \$583,459.92**), for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

General and Direct Services:

CONTRACTOR shall provide general and direct services as outlined under the Scope of Services. CONTRACTOR shall provide operations supervision (one (1) day every two (2)

weeks), pricing includes County staff oversight and all reporting. Labor includes hours traveled, hours onsite, and hours for any administrative report, review, and submission.

Chief Plant Operator Services	
Labor:	\$89 - \$98/hour
Additional/Emergency Services:	\$110/hour

Original Agreement:

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

Increase for Amendment No. 1 to Agreement:

Added Location	2022 Monthly Cost	Nov & Dec Cost	
Lake Nacimiento	\$800 (no additional travel)	\$1,600	
Total for 2022 Added Location:			\$1,600

Location	2023 Monthly Cost	Annual Cost	
Lake San Antonio	\$2,205 (includes \$546 for travel)	\$26,460	
Lake Nacimiento	\$840 (no additional travel)	\$10,080	
CSA 75 - Chualar	\$2,457 (includes \$546 for travel)	\$29,484	
Total for 2023:			\$66,024
<i>Total Increase for Amendment No. 1 to Agreement:</i>			\$67,624

Increase for Amendment No. 2 to Agreement:

<i>Chief Plant Operator Services</i>				
Description	Unit Price	Number of Units	Estimated Monthly Cost	
Travel	\$1,146.60	1	\$1,146.60	\$13,759.20
Labor (60 hrs./mon.)	\$89/hr.	65 hours	\$5,785.00	\$69,420.00
Total for 2024:			\$6,931.60	\$83,179.20

<i>Chief Plant Operator Services</i>				
Description	Unit Price	Number of Units	Estimated Monthly Cost	
Travel	\$1,203.93	1	\$1,203.93	\$14,447.16
Labor (60 hrs./mon.)	\$94/hr.	65 hours	\$6,110.00	\$73,320.00
Total for 2025:			\$7,313.93	\$87,767.16

Chief Plant Operator Services				
Description	Unit Price	Number of Units	Estimated Monthly Cost	
Travel	\$1,264.13	1	\$1,264.13	\$15,169.56
Labor (60 hrs./mon.)	\$98/hour	65 hours	\$6,370.00	\$76,440.00
Total for 2026:			\$7,634.13	\$91,609.56

CPO Increase for Amendment No. 2 to Agreement:	\$262,555.92
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Additional/Emergency Services:

On an as needed basis, CONTRACTOR shall provide any additional hours or emergency services, requested, or required by County, at a rate of \$110.00 per hour per person, plus travel costs at Federal per diem rates. CONTRACTOR shall provide a written cost estimate to County for identified additional/emergency services to be performed by CONTRACTOR. Additional/emergency services shall not be provided unless authorized in writing by County's Administrative Operations Manager (for all Monterey County Parks) or Senior Water Resources Hydrologist (for CSA 75 - Chualar) prior to initiating services.

Additional Services may include Consulting, Engineering, and Drafting Services for any Operational or Emergency Management Plans or Treatment Facility design alterations required by the California Regional Water Quality Control Board, San Luis Obispo County Environmental Health, or County of Monterey Environmental Health.

DRAFTING/ENGINEERING SERVICES					
	Administrative Assistant	Program Manager	Associate Engineer	Project Engineer	Program Director
Hourly Rate	\$80-\$90	\$130-\$150	\$130-\$150	\$160-\$180	\$200-\$220

Costs allocated for Additional/Emergency Services is increased by \$190,000 for an amended not to exceed total of \$200,000 for the term of this Agreement.

The total amount of this Agreement, including increase of \$452,555.92 under Amendment No. 2, shall not exceed \$583,459.92.

CONTRACTOR warrants that the cost charged for services under the terms of this Exhibit A-2 are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

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

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

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

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

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

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

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