

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
TCB INDUSTRIAL, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and TCB Industrial, 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 April 25, 2024 (hereinafter, "Agreement").

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$265,000.00 for a total contract amount not to exceed \$365,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 3, "Payment 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 CONTRACTOR under this contract is **Three hundred sixty-five dollars and no cents (\$365,000.00).**
Original Agreement: \$ 100,000.00
Amendment No. 1: \$ 265,000.00
Not to exceed total: \$ 365,000.00
2. Section 32 of the Exhibit of the Agreement is hereby amended to read as follows:
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A- Scope of Work/Work Schedule (original Agreement)
Exhibit B- Payment Provisions (original Agreement)
Exhibit C- Payment Provisions (Amendment No. 1)
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 TCB Industrial, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

DocuSigned by:
Ara Azhderian
By: 1F182FFB49A2435...
Ara Azhderian, General Manager
Date: 9/16/2024 | 4:54 PM PDT

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

DocuSigned by:
Kelly L. Donlon
By: 5DA7ECB51BF8438...
Assistant County Counsel
Date: 9/9/2024 | 8:47 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE...
Auditor-Controller
Date: 9/9/2024 | 1:03 PM PDT

Signed by:
Trent Hill
By: 30922505678A4ED...
Administrative Analyst
Date: 9/9/2024 | 2:24 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

CONTRACTOR: TCB Industrial, Inc.

By: [Signature]
(Signature of Chair, President, or Vice President)

Title: Vice President
(Print Name and Title)

Date: 9-6-24

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Title: Secretary
(Print Name and Title)

Date: 9/6/24

*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. 1 TCB Industrial, Inc.

EXHIBIT C

PAYMENT PROVISIONS

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work as follows:

Phase 2 after July 1st: (Lump Sum)

TCB Industrial, Inc. proposes a total Fixed Price of Two Hundred Eighty-Two Thousand Nine Hundred Ninety-Seven Dollars (\$244,851.00). The proposed price includes all applicable state and federal taxes. Due to uncontrollable market fluctuations, our material and subcontractor costs may be subject to revision after 10 days. All other costs included in this proposal are good for 30 days. TCB to bill 50% upon mechanical dismantling and as-found data collection.

A breakdown of costs is noted below:

- Turbine mechanical disassembly and turbine component assessment and reassembly once materials have been purchased: \$ 225,101.00.
- Generator refurbishment including new bearings (per scope of work line 13 a and b of proposal): \$19,750.00.

NOTE:

Work performed by CONTRACTOR outside the scope of work for Phase 2 shall be billed in accordance with the Time and Materials (T&M) rate shown in Exhibit C. Funds Remaining in original Agreement and Amendment No. 1 for T&M work are: \$71,824.00.

EXHIBIT C**PAYMENT PROVISIONS**

CONTRACTOR shall be compensated for as-needed hydroelectric power plant repair services on a Time and Materials basis in accordance with the Fee Schedule shown below:

TCB Industrial, Inc. - Billing Rates

T&M Rates effective: 7/1/24 to 12/31/27

Classification	ST	OT	DT
Shop Support	\$158	\$208	\$259
Draftsman / Detailer	\$115	\$173	\$230
Project Manager	\$207	\$282	\$357
Millwrights: Journeyman	\$163	\$216	\$269
Millwrights: Foreman	\$173	\$231	\$289
Millwrights: Gen. Foreman	\$179	\$241	\$302
Millwrights: Superintendent	\$186	\$251	\$315
Carpenters: Journeyman	\$156	\$208	\$259
Carpenters: Foreman	\$167	\$223	\$279
Carpenters: General Foreman	\$189	\$257	\$324
Carpenters: Superintendent	\$216	\$297	\$378

Classification	ST	OT	DT
**Pipefitters: Journeyman	\$146	\$197	\$248
**Pipefitters: Foreman	\$168	\$231	\$294
**Pipefitters: General Foreman	\$178	\$246	\$314
Confined Space Rescue	\$132	\$176	\$220
Project Administrator	\$106	\$158	\$211

If job requires a 2nd shift each rate will increase by \$3 an hour.

If job requires a 3rd shift each rate will increase by \$3.25 an hour.

Truck \$130 per day. Fuel will be charged at a rate of .70 cents per mile. Due to fuel fluctuation surcharge may apply. Confined Space Rescue Equipment Trailer \$500 per day

PLEASE NOTE:

- *All labor and equipment are subject to availability at time required.
- *Quoted labor rates include hourly pay and fringe benefits as dictated by current union agreements.
- *Most rates are subject to re-negotiation and revision on or about 6/30.
- **Pipe fitters are subject to renegotiation and revision on or about 6/30 and 12/31.
- *Sub-contractors, materials, and third party rentals shall be billed at cost plus 15%.

***Rate Conditions:**

Normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays.

UA Pipe Fitters: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and ten Monday through Friday and between hours one and ten Saturday. Double time premiums (2T) apply after hour Ten Monday through Friday, after hour Ten on Saturday and all day on Sunday and Holidays.

Other Crafts: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and Twelve Monday through Friday and between hours one and Twelve Saturday. Double time premiums (2T) apply after hour Twelve Monday through Friday, after hour Twelve on Saturday and all day on Sunday and Holidays.

Demand rates apply to emergency services that require a response within 24 hours and are billed at 1.5 x Applicable Rate.

***Travel Time / Room and Board Living Expenses** - These charges may apply if the worksite is over 150 miles round trip at straight time each way from TCB Industrial's corporate office in Modesto, CA. Travel time shall be billed hourly at established labor rates. Room and board expenses shall be calculated by location.

***Minimum Charges** - Minimum show up time is 8 hours plus travel time depending on location.

Amendment No. 1

TCB Industrial, Inc.