

**AMENDMENT No. 2 to  
Agreement for Professional Services  
between Monterey County Water Resources Agency and  
AECOM Technical Services, Inc.**

**THIS AMENDMENT No. 2** 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 October 14, 2022, the Parties entered into an Agreement for Professional Services (hereinafter, "Agreement") with a term of July 1, 2022, through June 30, 2024, for a total contract amount of \$78,724.

**WHEREAS**, on July 18, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$157,240 and extending the term of the Agreement to June 30, 2025.

**WHEREAS**, the Parties wish to amend the Agreement by increasing the dollar amount by \$103,392 for a total contract amount of \$339,356 to perform the services identified in Exhibit E.

**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 F. The maximum amount payable to CONTRACTOR under this contract is \$339,364.

Original Agreement:   \$78,724  
Amendment No. 1:     \$157,240  
Amendment No. 2:    \$103,392  
Not to exceed total:   \$339,356

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

*This space left blank intentionally.*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR**

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

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

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

By: \_\_\_\_\_  
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: \_\_\_\_\_

\*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.

\_\_\_\_\_  
\*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: \_\_\_\_\_

## **Exhibit E**

### **Scope of Work and Work Schedule** **San Antonio Dam Surveillance & Performance Evaluation** **and General Engineering Services**

San Antonio Dam is under the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams (DSOD). The CONTRACTOR shall perform the following Scope of Work for the period of July 1, 2024, through June 30, 2025.

#### **Surveillance & Performance Evaluation Tasks:**

##### **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:** CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to CONTRACTOR per year.

**Deliverables:** CONTRACTOR 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. CONTRACTOR is to make recommendations for corrective action if required.

**Deliverable:** CONTRACTOR 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 4a - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. CONTRACTOR 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 4b - REDESIGN OF PIEZOMETER/DRAIN DATA PLOTS**

CONTRACTOR will redesign and format the piezometer and drain flow data plots deliverables for Task 4a, to a Microsoft® Excel file type. This is a one-time task to be completed by May 2025.

**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).
- 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**

CONTRACTOR 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**

CONTRACTOR 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. CONTRACTOR, 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 dam.

**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.

**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 2024 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2025. Submittal of the draft report is then anticipated by the end of April 2025, with receipt of Agency comments by the middle of May 2025, allowing submittal of the final report by the end of May 2025.

#### **General Engineering Services:**

CONTRACTOR will perform general engineering services for San Antonio Dam on as-needed basis. For such needed general engineering services, the Agency will provide a scope of work, schedule, and deliverables in writing, and agreed in writing by CONTRACTOR (by email is acceptable). Services may include, but not limited to construction engineering, geotechnical engineering, environmental permitting, inspections, and surveying. CONTRACTOR shall be compensated for as-need general engineering services on a time and expense basis in accordance with the hourly rate schedule listed in Exhibit F.

## Exhibit F

### Payment Provisions

#### **San Antonio Dam Surveillance & Performance Evaluation and General Engineering Services**

This Exhibit F shall replace Exhibit D and become effective for work performed by CONTRACTOR after July 1, 2024.

#### **PAYMENT:**

For the Scope of Work defined in Exhibit E, Agency shall pay CONTRACTOR on a time and expense basis. A budget detail for the Surveillance and Performance Evaluation work is shown in Table 1 below.

**Table 1. San Antonio Dam Surveillance and Performance Evaluation Budget for FY 2024-25.**

2024 Rate:		\$256.00	\$250.00	\$206.00	\$139.00	\$114.00			
Task No.	Task Description	Yadon Principal Engineer	Kline Sr Tech Lead	Tabor Senior Engineer	Support CAD	Support Admin	Subtotal Manhours	Expenses	Task Cost Estimate
1	Annual Inspection	0	10	10	0	0	20	\$500	\$5,060
2	Piezometer / Drain Data Review	0	4	40	0	0	44	\$0	\$9,240
3	Survey Data Review	0	0	16	0	0	16	\$0	\$3,296
4a	Instrumentation Data Plots	0	20	40	0	0	60	\$0	\$13,240
5	Reporting	4	16	64	16	8	108	\$150	\$21,494
6	Meetings	0	0	8	0	0	8	\$100	\$1,748
7	On-Call Response	0	0	20	0	0	20	\$250	\$4,370
8	Earthquake Event Data Review	0	0	24	0	0	24	\$0	\$4,944
SA Dam Surveillance Program Total:		4	50	222	16	8	300	\$1,000	\$63,392
4b	Piezometer / Drain Figure Redesign *		40						\$10,000
Program Total with One-Time Task 4b:		4	90	222	16	8	300	\$1,000	\$73,392

**General Engineering Services: \$30,000**

**Amendment No. 2 Not-to-Exceed Total: \$103,392**

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

The Direct Labor Rate Schedule (Table 2) herein is effective beginning July 1, 2024. Payable costs shall be the sum of direct labor costs, other direct costs and sub-CONSULTANT mark-up as defined below. 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 2. Direct Labor Rate Schedule**

<b>Labor Category</b>	<b>Rate / Hour</b>
Principal Engineer - General	\$ 288
Principal Engineer - Yadon	\$ 256
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

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule 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).

**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 CONTRACTOR 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.