

County of Monterey

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



Meeting Agenda

Monday, November 20, 2023

12:00 PM

Water Resources Agency Board of Directors

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

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 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@co.monterey.ca.us 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 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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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@co.monterey.ca.us <mailto:WRAPubliccomment@co.monterey.ca.us> Para ayudar al Secretario a identificar 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.

Call to Order at 12:00 P.M.

Roll Call

Public Comments on Closed Session Items

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
 1. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.* (San Luis Obispo Superior Court Case No. 19CVP-0010)
 2. *City of Marina vs. RMC Lonestar, et al.* (Monterey County Superior Case No. 20CV001387)
 - b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
 - c. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
Property: Recycled industrial wastewater
Agency Negotiator(s): Ara Azhderian, General Manager
Negotiating Parties: City of Salinas and Monterey One Water
Under negotiation: Price and terms.

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

2. Approve the Action Minutes of October 16, 2023.

Attachments: [Draft BOD Minutes October 16, 2023](#)

3. Approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement. (Staff: Jennifer Bodensteiner)

Attachments: [Board Report](#)
[Amendment 2](#)
[Original Agreement for Services](#)
[Fund Agreement Number 22ERF06](#)
[Board Order](#)

4. Authorize the General Manager to provide a letter of support to the Water Research Foundation as part of its application to the U.S. Environmental Protection Agency for Funding Opportunity Number EPA-G2023-STAR-J1 “Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities.” (Staff: Amy Woodrow)

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

Action Items

5. Consider approving Amendment No. 5 to the Agreement for Professional Services with AECOM Technical Services, Inc 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; and authorizing the General Manager to execute the amendment. (Staff Presenter: Mark Foxworthy)

Attachments: [Board Report](#)
 [Amendment No. 5](#)
 [Agreement for Professional Services](#)
 [Amendment No. 1, 2, 3, and 4](#)
 [Board Order](#)

6. Consider approving Amendment No. 6 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 authorizing the General Manager to execute the amendment. (Staff Presenter: Mark Foxworthy)

Attachments: [Board Report](#)
 [Amendment No. 6](#)
 [Agreement for Professional Services](#)
 [Amendment No. 1, 2, 3, and 4](#)
 [Board Order](#)

7. Consider approving an Agreement for Services with Michael Frederick Paving Corporation for an amount not-to-exceed \$500,000 for general maintenance services including paving, grading, and general engineering contractor services at Agency facilities; and authorizing the General Manager to execute the contract. (Staff Presenter: Mark Foxworthy)

Attachments: [Board Report](#)
 [Agreement for Services](#)
 [Board Order](#)

8. Consider approving Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project (“Project”) to extend the term for one year to December 1, 2024 and include additional emergency response activities; and authorize the General Manager to execute the amendment. (Staff Presenting: Shaunna Murray)

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

Key Information and Calendar of Events

9. November, December 2023 and January 2024 Calendars.

Attachments: [November 2023](#)
[December 2023](#)
[January 2024](#)

General Manager's Report

- 10.
- Personnel Update
 - Monterey One Water Reconciliation Update
 - SGMA Implementation Update
 - Dam Safety funding
 - Grant Application Update
 - Other

Committee Reports

Information Items

11. Update on Salinas Valley Water Conditions for the 4th Quarter of Water year 2022-2023. (Staff: Guillermo Diaz-Moreno)

Attachments: [Quarterly Report 4thQtr WY23](#)

12. Reservoir Storage Release Update. (Staff: Peter Kwick)

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

Correspondence

- 13.
1. Letter dated November 15, 2023 to LTC Timothy W. Shebesta, District Commander and Engineer, from Mark Strudley, PRFMA Executive Director and Ara Azhderian, General Manager Monterey County Water Resources Agency RE: Pajaro River Federal Levee Project Left Bank Breach Repair Status
 2. Letter dated November 8, 2023 to Ara Azhderian, General Manager, Monterey County Water Resources Agency from Eric N. Robinson, Kronick Moskowitz Tiedemann & Girard RE: Comments on Scope of Task 2 Work Plan for Salinas River Historical Benefits Analysis
 3. Letter dated October 18, 2023 Planning Committee, Monterey County Water Resources Agency, from Christopher R. Guillen, Brownstein Hyatt Farber Schreck, LLP RE: WRA Planning Committee October 18, 2023 Meeting- Agenda Item No. 3, Progress Report on the 2023 Historical Benefits Analysis

Attachments: [PRFMA MCWRA LTR to USACE RE Repairs at Pajaro Levee](#)
[LTR SVW Coalition to WRA RE 2023 HBA Update](#)
[LTR BROWNSTEIN to MCWRA re 2023 HBAU](#)

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 23-150

November 20, 2023

Introduced: 11/8/2023

Current Status: Draft

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 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

1. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.* (San Luis Obispo Superior Court Case No. 19CVP-0010)
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b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

c. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

Property: Recycled industrial wastewater

Agency Negotiator(s): Ara Azhderian, General Manager

Negotiating Parties: City of Salinas and Monterey One Water

Under negotiation: Price and terms.

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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 23-151

November 20, 2023

Introduced: 11/8/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Approve the Action Minutes of October 16, 2023.

County of Monterey

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



Meeting Minutes

Monday, October 16, 2023

12:00 PM

Water Resources Agency Board of Directors

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

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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.

Call to Order at 12:00 P.M.

The meeting was called to order at 12:00 p.m.

Roll Call

Present: John Baillie, Mike LeBarre, Mark Gonzalez, Mike Scattini (arrived at 12:07 p.m.), Matt Simis, Marvin Borzini

Absent: Deidre Sullivan, Ken Ekelund, Jason Smith

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 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

1. Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al. (San Luis Obispo Superior Court Case No. 19CVP-0010)
 - b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
 - c. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

Property: Recycled industrial wastewater
Agency Negotiator(s): Ara Azhderian, General Manager
Negotiating Parties: City of Salinas and Monterey One Water
Under negotiation: Price and terms.

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Recess to Closed Session

Reconvene Meeting at 1:00 P.M.

Pledge of Allegiance

Public Comment

None

Presentations

Board of Director Comments: Mike Scattini

Public Comment: Richard Boyer

2. Update on the Interlake Tunnel and San Antonio Spillway Modification Project. (Staff Presenting: Amy Woodrow)

Attachments: [Update on Interlake Tunnel PPT](#)

Consent Calendar

Upon Motion by Director Matt Simis, and Second by Mike Scattini the Board approved the Consent Calendar.

Ayes: John Baillie, Mike LeBarre, Mark Gonzalez, Mike Scattini, Matt Simis, Marvin Borzini

Noes: None

Abstained: None

Absent: Deidre Sullivan, Ken Ekelund, Jason Smith

3. Approve the Action Minutes of September 18, 2023.

Attachments: [Draft BOD Minutes September 18, 2023](#)

4. Ratify the General Manager's execution of a Cooperation Agreement, and related certifications between the United States Department of the Army and the Monterey County Water Resources Agency for the rehabilitation of a Federal Flood Control Work at the Pajaro Levee Site # 3 location within the County of Monterey. (Staff: Shaunna Murray)

Attachments: [Board Report](#)

[Cooperation Agreement and Certificates](#)

[Board Order](#)

Scheduled Items

Upon Motion by Director Mike LeBarre and Second by Mike Scattini the Board recommended the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving and authorizing the Auditor-Controller to: a. Increase Fiscal Year (FY) 2023-24 appropriations by \$1,812,000 and revenue by \$1,212,000 to the Adopted Budget of Fund 112 (Pajaro), Appropriation

WRA002, Unit 8484 to pay increased operation needs; and b. Increase FY 2023-24 appropriations in Fund 116 (Dam Operations), Appropriation WRA006, Unit 8485 by \$900,00 to transfer to Fund 112 Appropriation WRA002, Unit 8484 for repair expenses of the 2022-23 winter storm events.

Ayes: John Baillie, Mike LeBarre, Mark Gonzalez, Mike Scattini, Matt Simis, Marvin Borzini

Noes: None

Abstained: None

Absent: Deidre Sullivan, Ken Ekelund, Jason Smith

5. Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving and authorizing the Auditor-Controller to:
- Increase Fiscal Year (FY) 2023-24 appropriations by \$1,812,000 and revenue by \$1,212,000 to the Adopted Budget of Fund 112 (Pajaro), Appropriation WRA002, Unit 8484 to pay for increased operation needs; and
 - Increase FY 2023-24 appropriations in Fund 116 (Dam Operations), Appropriation WRA006, Unit 8485 by \$900,000 to transfer to Fund 112 Appropriation WRA002, Unit 8484 for repair expenses of the 2022-23 winter storm events. (Staff Presenting: Nan Kyung Kim)

Attachments: [Board Report](#)
 [FY24 Budget Amendment Fund 112 PPT](#)
 [Resolution](#)

Key Information and Calendar of Events

6. October, November and December 2023 Calendars.

Attachments: [October 2023](#)
 [November 2023](#)
 [December 2023](#)

General Manager's Report

Board of Directors Comments: John Baillie, Mike LeBarre

Public Comments: None

- 7.
- Personnel Update
 - Monterey One Water Reconciliation Update
 - SGMA Implementation (Guest: Piret Harmon, General Manager Salinas Valley Basin GSA)
 - Dam Safety funding
 - Grant Application Update (Staff Presenting: Amy Woodrow)
 - Other

Committee Reports

Information Items

Correspondence

Board of Directors Comments

John Baillie, Mike Scattini

Adjournment

The meeting adjourned at 2:10 p.m.



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 23-155

November 20, 2023

Introduced: 11/9/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement. (Staff: Jennifer Bodensteiner)

RECOMMENDATION:

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

Approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

On January 2, 2023, the Monterey County Water Resources Agency (Agency) entered into an agreement for services (Agreement) with Don Chapin Co., Inc. (Don Chapin) to provide equipment, material and labor for maintenance and repairs to Agency facilities during and after storm events. This was in response to severe winter storms that began on December 27, 2022, and continued through January of 2023. The labor, equipment and materials were critical to the emergency responses required during and after these events.

Additional severe winter storms impacted Agency facilities in early March 2023 and on March 31 the Agency executed Amendment No. 1 to the Agreement to increase the amount payable by \$85,000 to a not-to-exceed total of \$185,000, and continued storm related activities under the emergency contracting authority.

Don Chapin was secured in January and March 2023, as the contractor to provide services on a Time & Materials (T&M) basis and have expended \$182,565.01 of the contract. Additional services are necessary from Don Chapin to continue work and make necessary repairs at an impacted project site along the Reclamation Ditch near Casentini and North Main Streets in the City of Salinas (City). The Agency was selected by the City as a subrecipient to provide services and staff to repair damages to facilities prior to the upcoming rainy season. The fiscal year 2022-2024 funding agreement between the City and the Agency awarded compensation of services not to exceed \$122,833.75 to support sustained restoration of encampment sites to their intended or original state along the reclamation ditch

canal. Therefore, an amendment is necessary for the Agency to continue contracting services with Don Chapin for facility repair work.

Activities related to this action meet the Agency's Strategic Plan Goal A: Infrastructure Maintenance.

OTHER AGENCY INVOLVEMENT:

City of Salinas, California Interagency Council on Homelessness, County Counsel. The Board of Directors approved the Funding Agreement (22ERF06) between the City of Salinas and Agency at its April 2023 meeting and, authorized the General Manager to execute the Agreement.

FINANCING:

There is sufficient appropriation in the Adopted FY23-24 Budget Unit 122 to fund this agreement and expenses will be submitted to City of Salinas for reimbursement, once work is completed.

Prepared by: Jennifer Bodensteiner, Associate Hydrologist (831) 755-4860

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

Attachments:

1. Amendment No. 2
2. Original Agreement for Services
3. Funding Agreement Number 22ERF06 between City of Salinas and MCWRA



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 23-155

November 20, 2023

Introduced: 11/9/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

RECOMMENDATION:

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

Approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

On January 2, 2023, the Monterey County Water Resources Agency (Agency) entered into an agreement for services (Agreement) with Don Chapin Co., Inc. (Don Chapin) to provide equipment, material and labor for maintenance and repairs to Agency facilities during and after storm events. This was in response to severe winter storms that began on December 27, 2022, and continued through January of 2023. The labor, equipment and materials were critical to the emergency responses required during and after these events.

Additional severe winter storms impacted Agency facilities in early March 2023 and on March 31 the Agency executed Amendment No. 1 to the Agreement to increase the amount payable by \$85,000 to a not-to-exceed total of \$185,000, and continued storm related activities under the emergency contracting authority.

Don Chapin was secured in January and March 2023, as the contractor to provide services on a Time & Materials (T&M) basis and have expended \$182,565.01 of the contract. Additional services are necessary from Don Chapin to continue work and make necessary repairs at an impacted project site along the Reclamation Ditch near Casentini and North Main Streets in the City of Salinas (City). The Agency was selected by the City as a subrecipient to provide services and staff to repair damages to facilities prior to the upcoming rainy season. The fiscal year 2022-2024 funding agreement between the City and the Agency awarded compensation of services not to exceed \$122,833.75 to support sustained restoration of encampment sites to their intended or original state along the reclamation ditch

canal. Therefore, an amendment is necessary for the Agency to continue contracting services with Don Chapin for facility repair work.

Activities related to this action meet the Agency's Strategic Plan Goal A: Infrastructure Maintenance.

OTHER AGENCY INVOLVEMENT:

City of Salinas, California Interagency Council on Homelessness, County Counsel. The Board of Directors approved the Funding Agreement (22ERF06) between the City of Salinas and Agency at its April 2023 meeting and, authorized the General Manager to execute the Agreement.

FINANCING:

There is sufficient appropriation in the Adopted FY23-24 Budget Unit 122 to fund this agreement and expenses will be submitted to City of Salinas for reimbursement, once work is completed.

Prepared by: Jennifer Bodensteiner, Associate Hydrologist (831) 755-4860

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

Attachments:

1. Amendment No. 2
2. Original Agreement for Services
3. Funding Agreement Number 22ERF06 between City of Salinas and MCWRA

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Don Chapin Company, 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 January 2, 2023 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a revised Exhibit A – Scope of Work and a dollar increase of \$200,000.00 for a total contract amount not to exceed \$385,000.00 to continue providing services identified in the agreement;

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

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 - REVISED**, 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 - Revised**

2. 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 and eighty five thousand dollars and no cents (\$385,000.00).**

Original Agreement	\$100,000.00
Amendment No. 1	\$ 85,000.00
Amendment No. 2	<u>\$200,000.00</u>
Total	\$385,000.00

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

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

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: Don Chapin Co. Inc.

By: _____
Ara Azdherian
General Manager

By: _____
Caroline Chapin
Executive Vice President

Date: _____

Date: _____

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

By: _____
Corporate Secretary

By: _____
Assistant County Counsel

Date: _____

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.

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

EXHIBIT A – REVISED SCOPE OF WORK

Services to be provided by contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resources Agency facilities during and after storm events, and for restoration, as directed by WRA personnel.

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co., Inc., a California 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:
 Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel.
 - (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 2, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, 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
 One hundred thousand dollars no cents _____,

(\$ 100,000.00).

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
Caroline Chapin

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: The Don Chapin Company, Inc. attn: Caroline Chapin
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road Salinas, CA 93907
Telephone: 831.755.4860	Telephone: 831-449-4273
Fax: 831.424.7935	Fax:
E-Mail: lingenfelterca@co.monterey.ca.us	E-Mail: cchapin@donchapin.com

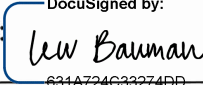
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement 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 The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

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


MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR: McDon Chapin Co., Inc.

BY: 
DocuSigned by:
631A724G33274DD...
Lew Bauman
Interim General Manager


2/17/2023 | 4:22 PM PST

Date: 1/25/2023

BY: 
Type Name: Caroline D. Chapin

Title: Executive Vice President

Date: 1/25/2023

BY: 
Type Name: Rosalinda Pollock

Title: Corporate Secretary

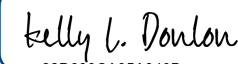
Date: 1/25/2023

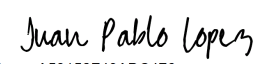
* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together 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.

(The Don Chapin Co., Inc.)
Agreement/Amendment No # ()

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:

 22D090CA05A940B...
 Assistant County Counsel

DocuSigned by:

 A59152F49ADC476...
 Administrative Analyst

Dated: 1/26/2023 | 10:15 AM PST

Dated: 1/27/2023 | 9:59 AM PST

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: 1/27/2023 | 9:49 AM PST

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

² Approval by Auditor-Controller is required

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

Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel. Work to be performed on a time and material basis.

EXHIBIT B
PAYMENT PROVISIONS

Labor Rates: will be in accordance with general prevailing wage rates.

Equipment Rates: will be in accordance with current Cal-trans equipment rental rates.

Materials: to be provided on a cost basis plus mark up (current mark up rates per Cal-trans).

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

FISCAL YEAR 2022-24
ENCAMPMENT RESOLUTION
FUNDING PROGRAM
FUNDING AGREEMENT BETWEEN
THE CITY OF SALINAS AND
MONTEREY COUNTY WATER
RESOURCES AGENCY (MCWRA)



This is an official document.
Do not make any changes to this document EXCEPT to modify your signature block on the last page as needed.

FISCAL YEAR 2022-24
ENCAMPMENT RESOLUTION FUNDING PROGRAM
FUNDING AGREEMENT BETWEEN CITY OF SALINAS
AND
MOTEREY COUNTY WATER RESOURCES AGENCY
FOR THE
SUSTAINABLE OUTCOMES

Agreement Number: 22ERF06

Table of Contents

PART I - AGREEMENT 1

Section 1. Definitions (as used in this Agreement).....1

Section 2. Term2

Section 3. Scope of Service2

Section 4. Funding3

Section 5. ERF Program Requirements6

Section 6. Other Program Requirements7

Section 7. Records and Reports8

Section 8: Indemnity; Insurance9

Section 9. Subcontracts12

Section 10. Amendment.....12

Section 11. Assignment13

Section 12. Suspension and Termination.....13

Section 13. Terms and Conditions13

PART II - SUPPLEMENTAL GENERAL CONDITIONS 16

Section 1. Program Income.....16

Section 2. Uniform Administrative Requirements.....16

Section 3. Title VI of the Civil Rights Act of 196416

Section 4. Nondiscrimination.....17

Section 5. Conflict of Interest17

Section 6. Drug Free Workplace Certification18

Section 7. Lobbying Prohibited18

Section 8. Audits and Inspections19

Section 9. Cal ICH Requirements20

Section 10. Political Activity Prohibited20

Section 11. Board of Directors.....20

Section 12. Contract Coordinators20

Section 13. Notices21

Section 14. Legal Representation21

Section 15. Joint Representation.....21

Section 16. Warranty of Authority.....21

Section 17. No Waivers22

Section 18. No Third-Party Rights.....22

Section 19. Modification.....22

Section 20. Entire Agreement.....22

Section 21. Rights and Obligations.....22

Section 22. Attorney Fees.....22

Section 23. State & Federal Laws, Rules, Guidelines and Regulations22

EXHIBIT A - BUDGET 24

EXHIBIT B - SCOPE OF WORK & ADDITIONAL GOALS 25

**FISCAL YEAR 2022-24
ENCAMPMENT RESOLUTION FUNDING PROGRAM
FUNDING AGREEMENT BETWEEN CITY OF SALINAS
AND
MOTEREY COUNTY WATER RESOURCES AGENCY
FOR THE
SUSTAINABLE OUTCOMES**

Agreement Number: 22ERF06

This Encampment Resolution Funding (ERF) Agreement (Agreement), made and entered into this 1ST day of February 2023, by and between the City of Salinas, a charter city and municipal corporation, (City), and, **Monterey County Water Resource Agency (MCWRA)**, a California local government corporation, (Subrecipient).

RECITALS

WHEREAS, The California Interagency Council on Homelessness released the request for applications for the Encampment Resolution Fund (ERF) Program on October 29, 2021, with a total estimated available funding of \$47,000,000; and

WHEREAS, The ERF Program seeks to fund local demonstration projects that provide services to address the immediate crisis of experiencing unsheltered homelessness in encampments, to support people living in encampments onto paths to safe and stable housing and result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter; and

WHEREAS, The City of Salinas Community Development Department submitted a proposal on December 31, 2021, requesting \$4,079,416.72, to address homeless encampments and the environmental impacts along a milelong stretch of land along multiple waterways including Natividad, Alisal and Gabilan Creeks; and

WHEREAS, On February 25, 2022, the California Interagency Council on Homelessness ERF Program provided the City with a “Notice of Intent to Award” funds in the amount of \$4,079,416.72 to the City of Salinas; and

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties hereto agree as follows:

PART I - AGREEMENT

Section 1. Definitions (as used in this Agreement)

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (i), shall have the same meaning when used herein:

- a. “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- b. “Cal ICH” means the California Interagency Council on Homelessness created pursuant to Section 8257 of the Welfare and Institutions Code.

- c. "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- d. "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- e. "Program" means the Encampment Resolution Funding program established pursuant to this Agreement.
- f. "ERF" means Encampment Resolution Funding.
- g. "Subrecipients" are entities that receive subawards to carry out part of the Program.

Section 2. Term

This Agreement shall commence on March 1, 2023, and expires on June 30, 2024, unless suspended or terminated sooner pursuant to the terms of this Agreement. This Agreement may not be extended beyond the term set forth in this section, unless extended in writing by both parties upon written notice.

Subrecipients shall submit a Final Report by July 10, 2024. The Final Report will include programmatic, fiscal data, program outputs and outcomes in City Data Services (CDS) www.citydataservices.net. The City will review submitted Final Report and collaborate with Subrecipient to cure any deficiency by July 10, 2024. Any funds not expended by June 30, 2024, shall be returned to the City pursuant to California Health and Safety Code §50253(c).

Section 3. Scope of Service

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in (Exhibit B), the Program has two, interdependent objectives. First, the City will implement ERF funded local demonstration projects. Second, in close partnership with the Subrecipient, the City will evaluate the manner and outcomes of this implementation.

Subrecipients will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, Agency guidance or directives, and the requirements per the authorizing statutes.

Provisions. Prior to fully executing this agreement, Subrecipients must standardize their budget using the CDS Agreement Source.

Because of the legislative intent to share scalable and replicable encampment resolution models, Subrecipients are expected to be in close partnership with the City. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Monthly reporting requirements are detailed below in (Sections 6 - 8) Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in (Section 2.) Effective Date, Term of Agreement, and Deadlines.

The City maintains sole authority to determine if a Subrecipient is acting in compliance with the program objectives and may direct Subrecipients to take specified actions or risk breach of this

Agreement. Subrecipients will be provided reasonable notice and the City's discretion in making these determinations is absolute and final.

Section 4. Funding

Subrecipient shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B – Scope of Work and Additional Goals.

The funds to be used by the Subrecipient for the payments to Subrecipient hereunder are ERF funds received under a grant from CAL ICH.

- a. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to Subrecipient under this Agreement for services rendered shall not exceed **\$122,833.75.**
- b. **Use of ERF Funds:** These eligible uses and activities must be consistent with Health and Safety Code (HSC) Section 50250 - 50254, other applicable laws, the terms and conditions of this Agreement, the City's guidance or directives, and the Purpose of the Program. Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needed and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Program funds shall not be expended on Ineligible Cost as detailed in subsection (h), below.

- c. **Method of Payment:** City will provide advance payment for estimated program costs of up to six months covered by this Agreement upon approved six months projected expenses and submission of Subrecipient invoice. Subrecipient will continue to submit monthly supporting documentation of actual expenses during the six-month period of advance payment. Supporting documentation will be submitted electronically through an "Expense Report" to the City's online data management system (www.citydataservices.net).

Supporting documentation will indicate the breakdown of expenditures consistent with Subrecipient's budget included agreement source. All costs shall be supported by properly executed invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and purpose of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this

Agreement shall be clearly identified and readily accessible upon request by City and Cal ICH, or designated agents thereof.

City will evaluate Subrecipient's expenditure performance of the advanced payment covered by this Agreement at which time the Subrecipient may request an additional advanced payment of up to six months once it has been exhausted. Or the Subrecipient may request addition time to spend the initial advanced payment.

d. **Financial Management and Accounting Standards:**

Subrecipient shall request funds only for authorized budget item(s) and the request shall be approved by City's Planning Manager (Housing Division) or his or her designee prior to payment. Payment requests are due on the tenth (10th) **day of each month. Agencies that miss City submittal deadlines more than two times in one fiscal year shall be disqualified from submitting a funding proposal for the following year per the Public Services Funding Parameters adopted by Salinas City Council on May 21, 2013.** Payments shall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted electronically. "Expense Report" submitted incorrectly or without the "Activity Report" shall be returned to Subrecipient by City. Funding shall only be provided for expenses incurred or services provided during the period commencing February 1, 2023 and ending June 30, 2024. **Payment requests received by City after July 10, 2024, need not be considered for payment.**

If any portion of the approved funding is neither expended nor encumbered by June 30, 2024, the allocation shall be correspondingly reduced, and the funds made available for other eligible ERF activities as determined in the City's Standard Agreement and any amendment thereto. In order to ensure compliance with the federal regulations concerning timely expenditure of the City's FY 2022-24 ERF Grant the abovementioned project shall be completed within the timeframes specified in the project term (Section 2).

The Subrecipient may request an extension for the completion of the proposed scope of work. The Extension Request may only be approved on a case-by-case basis and only upon written request by submittal of a Request for Extension Form provided by the City of Salinas. Such form shall be completed on the CDS website at www.citydataservices.net.

Upon written request by Subrecipient, the Planning Manager may authorize such extension request, provided all Cal ICH and City requirements are met. Upon review of the Request for Extension form, the Planning Manager will provide a determination in writing to Subrecipient within fifteen (15) City of Salinas business working days.

e. **Budget Details and Expenditures of Funds**

The Subrecipient shall expend Program funds on eligible uses and activities as detailed in the Agreement Source in CDS. Subrecipients must review and adjust the Agreement Source before submitting. The City reserves the right to direct specific line-items change and/or provide preliminary information to be use as a base.

To ensure efficient and reliable processing, Subrecipients shall submit budget changes request though CDS. These request will be reviewed in the first week of each month. Failure to submit by 5pm on the 1st day of the month subjects a Subrecipient to having their

budget change request being reviewed the following month. The City may consider budget change request outside of this timeline and through email as needed due to documented, exigent circumstances. Subrecipients carry the burden to anticipate foreseeable budget change request and should plan accordingly.

They City reserves the right to amend or adjust this process as necessary.

- f. **Budget Modifications:** Upon electronic submission of a “Budget Modification Request” by Subrecipient, City's Planning Manager (Housing Division) may authorize a budget revision. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph a. Such budget modifications shall be completed on the City Data Services (CDS) website at www.citydataservices.net.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the City so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the City and CAL ICH, in writing, before Subrecipient may expend Program funds according to an alternative standardized budget. The City’s authorized designee will respond to Subrecipient with approval or denial of request. Failure to obtain written approval from the Grant Administrator or their designee as required by this section may be considered a breach of this Agreement.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to the City for approval.

- g. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, as per the approved budget within the Proposal (Exhibit A), the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by City's Planning Manager (Housing Division).
- h. **Ineligible Cost:** Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Section 50250 – 50254, other applicable laws, the terms and condition of this Agreement, the City’s guidance or directives, the Agreement Source in CDS.

Cost shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this Agreement nor their agent shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in the encampment. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

The City and Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF fund expenditures.

The City reserves the right to request additional clarifying information to determine the reasonableness and eligibility to all uses of the funds made available by this Agreement. If Subrecipients or its agents use ERF funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to the City of Salinas at an amount and timeframe determined by the City.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management. Unless expressly approved by the City in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

- i. **Improperly Expended Funds:** If City has reason to believe that any funds disbursed to Subrecipient under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Subrecipient, in writing, of the facts or conduct which warrant(s) such belief and shall provide Subrecipient reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If Subrecipient fails to demonstrate such compliance to the satisfaction of City within the time specified, upon request by City, Subrecipient shall immediately refund to City the amount determined to be improperly expended. Monies refunded must come from non-ERF resources.

The provisions of this paragraph shall be in effect during the terms of this Agreement and for five years thereafter, or until such time as Cal ICH shall have certified after audit, that all funds disbursed to Subrecipient under this Agreement were expended in accordance with the terms and conditions hereof.

Section 5. ERF Program Requirements

Subrecipient shall comply with the following requirements of the ERF Program as applicable.

- a. Homeless individuals and families identified from Salinas encampments must be given assistance in obtaining: (i) appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, immigration services, immigration Case Management, and other services essential for achieving independent living; and (ii) other Federal, State, local and private assistance available for such individuals.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual served pursuant to this Agreement and/or provided family violence prevention or treatment services and further to ensure that the address or location of any family violence shelter will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
- c. Subrecipient agrees to participate in the local Continuum of Care's Homeless Management Information System (HMIS) including requirements to collect and report an array of data pertaining to homelessness, including unduplicated counts, the use of services, and the effectiveness of the local homeless assistance system. Communities and homeless

assistance providers use the data stored in HMIS to improve homeless assistance programs and better serve homeless persons.

All other requirements consistent with Health and Safety Code (HSC) Section 50250 - 50254.

Section 6. Other Program Requirements

Subrecipients shall carry out each activity in compliance with all applicable state and federal laws and regulations as described below:

Monitoring: The City will monitor Subrecipient to ensure that the ERF funds granted through this Agreement are used in accordance with all program requirements and to determine if Subrecipient is meeting its objectives listed in this Agreement. Performance as determined by the City will constitute non-compliance with this Agreement (i.e. late and/or incomplete reports, not attending collaborative meeting, etc.). If action to correct such performance is not taken by Subrecipient within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i. Subrecipient's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, ERF funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

Remedies for Breach of Agreement

In addition to any other remedies that may be available to the Subrecipient in law or equity for breach of this Agreement, the Subrecipient may withing reasonable time agreed between both parties:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with finding, remedies, and timelines for resolving the findings.
 - ii. Bar the Subrecipient from applying for future ERF funds;
 - iii. Revoke any other existing ERF award(s) to the Subrecipient
 - iv. Require to return any unexpended ERF funds disbursed under this Agreement;
 - v. Require repayment of ERF funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to the City's of all funds derived from the use of ERF Funds
 - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.
- a) All remedies available to Subrecipients are accumulative and not exclusive.
 - b) The City may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 14 days.

Evaluation: All terms and conditions that apply to reporting similarly apply to evaluations:

- i. Subrecipients shall participate in a program evaluation regarding their implementation of ERF award.
- ii. Subrecipients are expected to be close partner with the City for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communicate of success or challenges, and availability of persons, information, or materials. More specifically, Subrecipients must cooperate with the City, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitation the collection of data and materials as reasonably requested by the City or its designee.
- iii. For the purpose of evaluation, the City or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Subrecipient's operations during normal business hours and with reasonable advance notice. The City will comply with Subrecipient's site visit terms during any site visit.
- iv. Subrecipients should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Subrecipient.

Disclosure of Confidential Client Information: The City and Subrecipient will protect the confidentiality of all records pertaining to any individual served under this Agreement and will protect the disclosure of such documents, except as otherwise required under state or federal law or unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient expressly acknowledges that City is subject to the California Public Records Act and may, therefore, be obligated to disclose records pertaining to Subrecipient and its activities and services provided pursuant to this Agreement.

Depending on the nature or timing of the request, or future court decisions, records received by the City pursuant to this agreement may not remain private and may be publicly disclosed. Given the nature of the applicable law under the California Public Records Act, Subrecipient cannot guarantee or warrant that it will be able to keep submitted records confidential. Subrecipient therefore agrees to defend and indemnify the City against any suit brought under the California Public Records act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

Section 7. Records and Reports

Subrecipient shall provide to City's Planning Manager (Housing Division) or his/her designee, a Monthly Activity Report, in a form determined by City, so that City may meet its record keeping and reporting requirements to Cal ICH. These reports shall be due by the tenth (10) day of each month and will reflect the prior month's activities. City may request interim reports as needed and will provide no less than 30 days; notice to Subrecipients. Such Activity Reports shall be completed on the City Data Services (CDS) website at www.citydataservices.net. As required by City and by Cal ICH, Subrecipient shall maintain adequate records to support the reported statistics regarding

beneficiary characteristics and services provided. Such records shall be made available for inspection by the City, Cal ICH or designated agents. Subrecipient shall maintain all records required by the regulations, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. Records demonstrating that funded activities meet the two Interdependent Objectives of the ERF program;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by agreeing to adhere to the accounting principles and procedures required therein, to employ adequate internal controls, and to maintain necessary source documentation for all costs incurred;
- d. Records demonstrating client eligibility for services provided (including-but not limited to- client name, address, income or other basis for determining eligibility, and description of service provided) and reports of milestones and schedules of programs as requested;
- e. The Annual Program Narrative Report due July 10, 2024 (incorporating data on prior year's activities);
- f. Continue confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes;
- g. Pursuant to Health and Safety Code (HSC) sections 50254, Subrecipients shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information Systems (HMIS) for tracking in the statewide Homeless Data Integration System
- h. Performance reports will be provided from HMIS on a monthly basis to City.

They City's discretion in identifying which information shall be included in these reports are absolute and fine. Subrecipient shall retain all records specified under this Agreement for a period of five (5) years after the termination of the Agreement and after the expenditures of all funds from the grant under which the last program participant was served. If the Subrecipient fails to provide any such report, the City may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

Section 8: Indemnity; Insurance

Subrecipient shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Subrecipient, its employees, subcontractors, or agents, or on account of the performance or character of the work, or any other matter arising out of or related to this Agreement, except for any claim arising out of the active negligence or willful misconduct of City, its officers, employees, agents or volunteers. It is understood that the duty of Subrecipient to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Subrecipient shall at its own expense, upon written request of City, defend any such suit or action brought against City, its officers, agents, or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Subrecipient from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not

such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

City agrees to defend, indemnify, and hold CCCIL, their Trustees, and their officers, employees, volunteers, and agents of each of them harmless from and against all liability, loss, expense, or claims for bodily or personal injury or damage to property, including loss of use thereof, arising out of the performance of the work under this Contract but only in proportion to, and to the extent that such liability, loss, expense, and/or claims for bodily or personal injury or damages to property, including the loss of use thereof, are caused by or result from the negligent acts or omissions or the willful misconduct of City, its officers, agents, and/or employees.

Subrecipient shall maintain comprehensive general liability and property damage insurance or commercial general liability insurance, covering all operations of the Subrecipient, its agents and employees, performed in connection with the activities conducted under this Agreement, including but not limited to premises and automobiles.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Subrecipients and their Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Subrecipient or their Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Subrecipient or Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Subrecipient or their Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees,

and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient or Contractor. General liability coverage can be provided in the form of an endorsement to the Subrecipient or Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Subrecipient or **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Subrecipient or Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Subrecipient or their Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Subrecipient, its employees,

agents and subcontractors. u. Subrecipient shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to City's Senior Human Resources Analyst, by certified mail to the City of Salinas Administration Department, 200 Lincoln Avenue, Salinas, CA 93901 and by Subrecipient uploading the Certificate of Insurance into the City Data Service website at www.citydataservices.net on behalf of the City of Salinas, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. Subrecipient shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate. The insurance certificate shall also state the unpaid limits of the policy. v. Subrecipient shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by Subrecipient to provide such substitution and extend the policy expiration date shall be considered a default. In the event Subrecipient is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Subrecipient shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City. w. Maintenance of insurance by Subrecipient as specified in this Agreement shall in no way be interpreted as relieving Subrecipient of any responsibility whatever, and Subrecipient may carry, at its own expense, such additional insurance as Subrecipient deems necessary. x. In lieu of providing proof of insurance as required by Section 9(A) through (G) herein above, Subrecipient may provide a letter of insurance to City which represents and warrants to City that Subrecipient is lawfully self-insured with respect to the liabilities which it may incur in the performance of this Agreement and that, to the best of Subrecipient's knowledge, Subrecipient will be in a financial position to meet such potential liabilities when they occur.

Section 9. Subcontracts

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Section 13 (Terms and Conditions – Subrecipients) or with the prior written approval of the City and a formal amendment to this Agreement to affect such subcontract or novation.

Section 10. Amendment

Where it is determined by the Planning Manager (Housing Division) that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the Planning Manager (Housing Division) - any such changes shall be documented in writing withing reasonable time agreed between both parties.

Section 11. Assignment

There shall be no assignment of rights or obligations under this Agreement without written approval of the Planning Manager (Housing Division). This Agreement restricts the right of the Subrecipient to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible merges. Any changes of this agreement must be signed by the Board of Directors of the Subrecipient, if a corporation, or the management if not a corporation, and by the City of Salinas.

Section 12. Suspension and Termination

If Subrecipient materially fails to comply with any term of this Agreement, City may suspend or terminate the Agreement in whole or in part. City may terminate the Agreement for convenience with the mutual written agreement of Subrecipient. Subrecipient may terminate the Agreement upon no less than thirty (30) days of receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports of Subrecipient, become the property of City and Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, to the date of termination.

In no event shall any payment by City hereunder constitute a waiver by City of any breach of this Agreement or any default, which may then exist on the part of Subrecipient, nor shall such payment impair or prejudice any remedy available to City with respect to the breach or default. City expressly reserves the right to demand of Subrecipient the repayment to the City of any funds disbursed to Subrecipient under this Agreement, which were not expended in accordance with the terms of this Agreement, and Subrecipient agrees to promptly refund any such funds upon demand.

Notwithstanding the above, Subrecipient shall not be relieved of liability to City for damages sustained by City or others by virtue of any breach of the Agreement by Subrecipient, and City may withhold any payments to the Subrecipient for the purpose of set off until such time as the exact amount of damages due City from Subrecipient is determined. Subrecipient is subject to the non-procurement debarment and suspension regulations at 24 CFR Part 576 and 2 CFR Part 200.213.

The City of Salinas may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subrecipient. Cause shall consist of violations of any conditions of this Agreements, any breach of contracts, violation of any federal or state laws; or withdrawals of the City's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the City, any unexpended funds received by the Subrecipient shall be return to the City within 30 days of the City's specified date of termination."

Section 13. Terms and Conditions

This Agreement is subject to and incorporates the provisions attached hereto, and by this reference made a part hereof, which provisions constitute Part II, "Supplemental General Conditions," attached to this Agreement; and/or any written amendment(s) to this Agreement mutually agreed upon by the parties hereto. To the extent that any of the term and conditions of Part I of this

Agreement are inconsistent or otherwise in conflict with any of the terms of Part II of this Agreement, the terms and conditions of Part II shall take precedence and apply.

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the ESG Program, and Subrecipient agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the Housing Division.

State of California

This section is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALApril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC – 04/2017) and the terms of this Agreements and its exhibits/attachments shall be resolved in favor of this Agreements and its exhibits/attachments.

Special Conditions

The City maintains sole authority to determine if a Subrecipient is acting in compliance with the program objectives in the agreement source and may direct Subrecipient to take specified actions or risk breach of this Agreement. Subrecipients will be provided reasonable notice and the City's discretion in making these determinations are absolute and final.

Subrecipients

The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions. These conditions shall be met to the satisfaction of the City prior to disbursement of funds. The Subrecipient shall ensure that all employees working with this grant are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the City and the Subrecipient shall require, if any, to:
 - (i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - (ii) Maintain at least the minimum State-required work's compensation for those employees who will perform the work or any part of it.
 - (iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by performing the Work or any part of it.
 - (iv) Agree to include and enforce all the terms of this Agreement

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PART II - SUPPLEMENTAL GENERAL CONDITIONS

The following conditions take precedence over any conflicting conditions in the Agreement:

Section 1. Program Income

Any income generated by Subrecipient from the use of ERF funds must be immediately reported as earned and returned to the City.

Section 2. Uniform Administrative Requirements

- a. **Establishment and Maintenance of Records:** The Subrecipient or its designee shall have the right to review, obtain, and copy all records and supporting documents pertaining to performance under this Agreement. The Subrecipient agrees to provide the City, or its designee, with any relevant information requested. The Subrecipient agrees to give the Subrecipient or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF Program laws, the City's guidance or directives, and this Agreement.

The Subrecipient further agrees to retain all records described subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

In any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- b. **Documentation of Costs:** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to Subrecipient upon reasonable request.

Section 3. Title VI of the Civil Rights Act of 1964

No person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the performance of this Agreement.

Compliance: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

Subrecipient shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Subrecipient. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP."

Subrecipient shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Subrecipient;
- b. The frequency with which LEP persons come in contact with the program;
- c. The nature and importance of the program, activity, or service provided by the program to people's lives; and
- d. The resources available to Subrecipient and costs of modifying existing procedures.

After performing the four-factor analysis, Subrecipient is encouraged to document the analysis and outcome and to develop a Language Access Plan (LAP). The LAP identifies Subrecipient's immediate and longer-term plans for providing language services, which might include identifying LEP individuals who need language assistance, measures by which Subrecipient's staff will provide language services, how Subrecipient will train its staff to implement the LAP, providing public notice of the language services Subrecipient provides, and self-assessment and monitoring by Subrecipient of its LAP.

Section 4. Nondiscrimination

During the performance of this Agreement, Subrecipient and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law.

The City and Subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its designee shall comply with the provisions of California's law against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provision of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 – 11139.5). Subrecipients and its designees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Section 5. Conflict of Interest

- a. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- b. **Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials:** No member, officer, or employee of City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter,

shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

- c. **Interest of Members, Officers, or Employees of Subrecipients:** All Subrecipients are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provision, will result in the agreement and/or contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Section 10410 and 10411.

Employee of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, §81000 et seq.).

Section 6. Drug Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the law of State of California, that it and its employees will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Subrecipient's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee that works under this Agreement:
 - i. Will receive a copy of Subrecipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Subrecipients conditions of employment

Section 7. Lobbying Prohibited

No Federal nor State appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a Member of Congress or State Legislature in connection with this Agreement.

If any funds other than Federal or State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a Member of Congress or State Legislature in connection with this Agreement, Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 8. Audits and Inspections

The City reserves the right to perform or cause to be performed a financial audit. At the City's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Subrecipient shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Subrecipient shall notify the City of the auditor's name and address immediately after the selection has been made. The contract for this audit shall allow access to the independent auditor's working papers.
- iii) The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Subrecipient must submit a detailed response acceptable to the City for each audit finding within 90 days from the date of the audit finding report.

The City of Salinas or its designee shall have the right to review, obtain, and copy all records and supporting documents pertaining to performance under this Agreement. The Subrecipient agrees to provide the City, or its designee, with any relevant information requested. The Subrecipient agrees to give the City or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF Program laws, the City's guidance or directives, and this Agreement.

Inspections

Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement. The City reserves the right to inspect any work performed hereunder to ensure that all work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the City, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

The Subrecipient shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interest of the City.

Section 9. Cal ICH Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by Cal ICH or City at any time, as amended from time to time, is suspended or terminated.

program costs.

Section 10. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall comply with provisions of the Hatch Act, which limits political activities of employees.

Section 11. Board of Directors

Subrecipient shall provide City with information regarding any changes in the Board of Directors or the management of Subrecipient no later than ten (10) days from the official change.

Section 12. Contract Coordinators

The Subrecipient's Contract Coordinator for this Agreement is the City of Salinas or its agents or employees or authorize designee. Unless otherwise instructed, any communications shall be conducted through email to the Subrecipient's Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred from is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If a Subrecipient is unwilling or unable to sign a document electronically, the City of Salinas shall accept wet or original signed documents. These documents containing, we signatures should be both mailed to the City of Salinas and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents.:

City Administrative:

Maria Cambrón
Community Development Analyst
City of Salinas
Community Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: 831-758-7488

City Programmatic:

Kayshla Lopez
Homeless Services Manager
City of Salinas
Community Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901

Telephone: 831-775-4210

The City of Salinas reserves the right to change their Subrecipients Contractor Coordinator, designee, and/or contract information at any time with reasonable notice to the Subrecipient.

Section 13. Notices

Any notices under this Agreement shall be sent to the parties by personal delivery, by facsimile, or by certified mail, return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The parties designate the following names, titles, addresses, and telephone numbers:

City:

Planning Manager
City of Salinas
Community Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: 831-758-7334

Subrecipient:

Director
Monterey County Water Resources Agency
1441 Schilling Place, North Building
Salinas, CA 93901
831-755-4860

Section 14. Legal Representation

Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

Section 15. Joint Representation

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

Section 16. Warranty of Authority

Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

Section 17. No Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach.

Section 18. No Third-Party Rights

The parties do not intend for any third party to obtain a right by virtue of this Agreement.

Section 19. Modification

No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by City and Subrecipient.

Section 20. Entire Agreement

This Agreement constitutes the entire agreement between the City and Subrecipient and is the final expression of the City and Subrecipient with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. The City and Subrecipient acknowledge that any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the City and Subrecipient.

Section 21. Rights and Obligations

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 22. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorney fees in addition to such costs as may be allowed by the court. If awarded, Subrecipient's attorneys' fees shall be calculated at the market rate.

Section 23. State & Federal Laws, Rules, Guidelines and Regulations

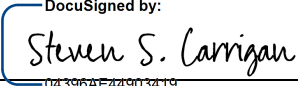
The Subrecipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protections, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program.

Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinance. Subrecipient shall provide copies of permits and approvals to the City upon request.

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IN WITNESS WHEREOF, as authorized representatives of the **CITY OF SALINAS** and **Monterey County Water Resources Agency (MCWRA)**, local government corporation, have executed this Agreement.

City of Salinas

By: 
Steven S. Carrigan., City Manager

Subrecipient:

By: 
Lew Bauman, Interim Executive Director

APPROVED AS TO FORM:

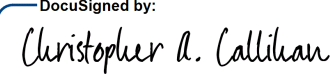
By: 
Christopher A. Callihan, City Attorney

EXHIBIT A - BUDGET

FY 2022-2023 ERF BUDGET:

Approved Funding Amount:				\$122,833.75
Funding by Category:			\$122,833.75	
Budget Category	Services & Housing	Capacity Building	Sustainable Outcomes	Total
Employee Services				
Salaries and Benefit			\$14,733.75	\$14,733.75
Supplies and Materials				
Consumable Supplies				\$0.00
Non-Consumable Supplies			\$0.00	\$0.00
Outside Services				
Telephone				\$0.00
Utilities				\$0.00
Maintenance			\$8,250.00	\$8,250.00
Contract/Consultant Services			\$85,000.00	\$85,000.00
Other Charges				
Rent				\$0.00
Travel (Mileage)				\$0.00
Insurance				\$0.00
Capital Outlay				
Equipment/Furniture				\$0.00
Other				
Encampment Site Cleanup Dump fee			\$8,250.00	\$8,250.00
Design and Engineering			\$6,600.00	\$6,600.00
Total	\$0.00	\$0.00	\$122,833.75	\$122,833.75

EXHIBIT B - SCOPE OF WORK & ADDITIONAL GOALS

Project:

Monterey County Water Resources Agency (MCWRA) will use ERF program to fund clean-up and restoration efforts along a primary water body known as the Reclamation Ditch near the Casentini and North Main St area. The Reclamation Ditch and selected tributaries are operated and maintained by the MCWRA and have recently had an increase in debris and trash to remove from encampments. The program will provide funding needed for site cleanup, mitigation, and restoration including cleaning up the materials resulting from encampments, transporting the trash, and paying dump fees, and design and construction of fencing and restoration improvements.

The personnel and equipment necessary for encampment related ditch clean out and restoration would consist of a private contractor with specialized personnel, pick-up trucks, utility trucks, bobtail trucks, bobcat tractors, and those of MCWRA heavy equipment including dump trucks, a backhoe, a boom truck, and MCWRA equipment operators and supervisory staff. After clean-up of the encampments the contractor and MCWRA would provide restoration of the ditch and affected waterways. The MCWRA would use the placement of permanent fencing, the installation of additional gates, access road restoration, mobilization of a land surveyor, and design/engineering services to construct permanent solutions to prevent the encampments from re-establishing.

Goals/Accomplishments

Qty	Units	Description
1	Site Road	Construction of an access ramp upstream of North Main St culvert
1	Site Cleanup	Cleanup trash and debris at the site & in and along banks of reclamation canal
5	Dump Truck Trip	Trash and debris dump truck trips to the landfill
1	Site Restoration	Removal of an illegal access staircase and restoration of the slope near North Main St
1	Site Fencing	Removal of existing yellow wooden fencing and replace with boundary fencing
1	Site Fencing and Gate	Installation of boundary fencing and gate adjacent to canal and around upstream access



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

BOARD ORDER No. 23-XX

Approve Amendment No. 2 to the Agreement for Services)
between Monterey County Water Resources Agency and Don)
Chapin Company, Inc. to increase the dollar amount by \$200,000)
for a new contract total not to exceed \$385,000 for maintenance)
and repairs to Monterey County Water Resources Agency facilities)
related to storm events and restoration; and authorize the)
General Manager to execute the agreement.)

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

Approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

PASSED AND ADOPTED on this **20th** day of **November 2023**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



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 23-158

November 20, 2023

Introduced: 11/13/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to provide a letter of support to the Water Research Foundation as part of its application to the U.S. Environmental Protection Agency for Funding Opportunity Number EPA-G2023-STAR-J1 "Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities." (Staff: Amy Woodrow)

RECOMMENDATION:

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

Authorize the General Manager to provide a letter of support to the Water Research Foundation as part of its application to the U.S. Environmental Protection Agency for Funding Opportunity Number EPA-G2023-STAR-J1 "Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities."

SUMMARY/DISCUSSION:

In early November 2023, the Water Research Foundation (WRF) approached Monterey One Water (M1W) and the Monterey County Water Resources Agency (Agency) to see if the parties had interest in including the Salinas Valley Reclamation Project (SVRP) and Castroville Seawater Intrusion Project (CSIP) in a proposal for grant funding from the U.S. Environmental Protection Agency. The specific funding opportunity, "Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities," is intended to fund research around identifying, characterizing, and understanding uptake of Per- and Polyfluoroalkyl substances (PFAS) within agricultural environments to provide information related to exposure pathways and inform the development of scalable solutions. The WRF is proposing a research project that, if funded, would include partnerships with California university researching to understand local practices for use of recycled water in agriculture, and daylighting views and concerns about PFAS bioaccumulation in plants from growers and local agencies.

At present, the Agency's involvement is limited to submitting a letter of support for the funding opportunity application that the WRF is preparing. Future involvement in the project by Agency staff would be described and considered once funding is secured.

This action is consistent with the Agency's Strategic Plan Goal B, Strategy 7 (Use data and analysis to make informed decisions based on science) and Goal C, Strategy 6 (Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA).

OTHER AGENCY INVOLVEMENT:

Monterey One Water and the Water Research Foundation have been part of initial conversations on this funding opportunity. If funded, the U.S. Environmental Protection Agency would be supporting the research project.

FINANCING:

Agency staff time on this action is minimal. Financial resource needs related to Agency staff involvement with the project will be evaluated when and if the grant funding is secured by the WRF.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, 831-755-4860

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



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 23-158

November 20, 2023

Introduced: 11/13/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to provide a letter of support to the Water Research Foundation as part of its application to the U.S. Environmental Protection Agency for Funding Opportunity Number EPA-G2023-STAR-J1 "Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities."

RECOMMENDATION:

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

Authorize the General Manager to provide a letter of support to the Water Research Foundation as part of its application to the U.S. Environmental Protection Agency for Funding Opportunity Number EPA-G2023-STAR-J1 "Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities."

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At present, the Agency's involvement is limited to submitting a letter of support for the funding opportunity application that the WRF is preparing. Future involvement in the project by Agency staff would be described and considered once funding is secured.

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Monterey One Water and the Water Research Foundation have been part of initial conversations on this funding opportunity. If funded, the U.S. Environmental Protection Agency would be supporting the research project.

FINANCING:

Agency staff time on this action is minimal. Financial resource needs related to Agency staff involvement with the project will be evaluated when and if the grant funding is secured by the WRF.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, 831-755-4860

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



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

BOARD ORDER No. 23-XX

Authorize the General Manager to provide a letter of support)
to the Water Research Foundation as part of its application to the)
U.S. Environmental Protection Agency for Funding Opportunity)
Number EPA-G2023-STAR-J1 “Research for Understanding PFAS)
Uptake and Bioaccumulation in Plants and Animals in Agricultural,)
Rural, and Tribal Communities.”)

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

Authorizes the General Manager to provide a letter of support to the Water Research Foundation as part of its application to the U.S. Environmental Protection Agency for Funding Opportunity Number EPA-G2023-STAR-J1 “Research for Understanding PFAS Uptake and Bioaccumulation in Plants and Animals in Agricultural, Rural, and Tribal Communities.”

PASSED AND ADOPTED on this **20th** day of **November 2023**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, 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 23-159

November 20, 2023

Introduced: 11/14/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 5 to the Agreement for Professional Services with AECOM Technical Services, Inc 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; and authorizing the General Manager to execute the amendment. (Staff Presenter: Mark Foxworthy)

RECOMMENDATION:

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

Approve Amendment No. 5 to the Agreement for Professional Services with AECOM Technical Services, Inc 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; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

An Agreement for Professional Services with AECOM Technical Services, Inc. to perform services for Nacimiento Dam and San Antonio Dam for surveillance, performance evaluation, general services, and included a seismic stability evaluation, and deformation analysis of the Nacimiento Dam embankment and underlying streambed sands and gravels was approved by the Board of Directors on May 18, 2020. The original amount payable on the contract was \$938,350. The current amount payable under this contract is \$995,016.

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 2020. Amendment No. 1 included an hourly rate increase of approximately 1.5 percent from the original Agreement and increased the amount payable under the contract by \$56,666 to a Not to exceed total of \$995,016.

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.

This Amendment No. 3 was approved by the Board of Directors on November 3, 2022, amends 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.

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.

If approved Amendment No. 5 will 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.

Work Status: The Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD) approved the Geotechnical Drilling and Piezometer Installation Plan, which began October 30, 2023, and is expected to be completed by November 30, 2023. An analysis and report will be completed by AECOM after completion of the field investigation and drilling operations are completed.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD approved the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. FERC and DSOD will also review field data and laboratory results obtained from drilling and sampling, earthquake ground motion parameters to be used in the evaluation, and the final seismic stability evaluation report.

FINANCING:

Funds have been identified within the Agency's current FY 24 budget from Fund 116, Dams Operation and Maintenance.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:

1. Amendment No. 5
2. Agreement for Professional Services
3. Amendment Nos. 1, 2, 3, and 4
4. Board Order



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 23-159

November 20, 2023

Introduced: 11/14/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 5 to the Agreement for Professional Services with AECOM Technical Services, Inc 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; and authorizing the General Manager to execute the amendment.

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Funds have been identified within the Agency's current FY 24 budget from Fund 116, Dams Operation and Maintenance.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:

1. Amendment No. 5
2. Agreement for Professional Services
3. Amendment Nos. 1, 2, 3, and 4
4. Board Order

**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**

By: _____
Ara Azhderian, 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: _____

CONTRACTOR

*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. 5 AECOM Technical Services, Inc.

**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 1441 Schilling Place – North Building Salinas, CA 93901	Address:	AECOM Technical Services, Inc. 300 Lakeside Drive, 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 to: AMER-DCSProjectClaimNotices@aecom.com

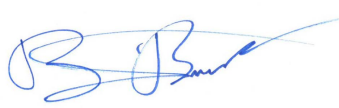
29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in attached Exhibits.
30. Non-exclusive Agreement. 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:

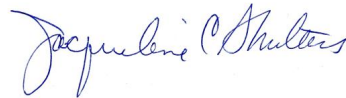


Type Name: Theodore B. Feldsher

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.

* * * * *

Approved as to fiscal provisions:

Kelly L. Donlon
Deputy County Counsel

Juan Pablo Lopez
Administrative Analyst

Dated: 6/1/2020

Dated: 06/01/2020

County Counsel – Risk Manager:

B Mousa

Auditor-Controller ²:

Dated: _____

Dated: 6/1/2020

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

²Approval by Auditor-Controller is required

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 7th 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 6th 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 7th 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 7th 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:

Description	Estimated Schedule*
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.

AECOM Labor Rate Schedule	Rate/Hour
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 Budget												Total Labor Hours	AECOM Labor Costs	SUB with 10% markup	Other Direct Costs	Total Costs
	QA / QC	Manage	Geotechnical		Geology			Geotech	Seismic	Support							
	Senior Reviewer/ PIC	Project Manager	Senior Geotech Lead	Project Geotech Engineer	Senior Geology Lead	Project Engineering Geologist	Staff Geologist	Sr Staff Geotech	Project 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 Principal	Kline PM / PE	Eng. Support	CAD / Prod. Support	Admin. Support	Subtotal Manhours	Expenses	Task Cost 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:

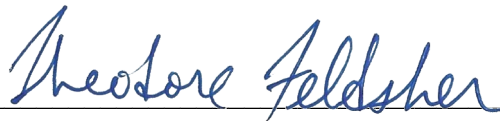
**MONTEREY COUNTY
WATER RESOURCES AGENCY**



Brent Buche, General Manager

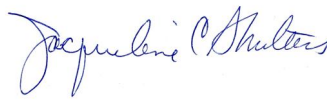
DATED: E-signed 8/2/21

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.

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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.

AECOM Labor Rate Schedule	Rate/Hour
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 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	\$2,400
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
Total:		4	210	32	16	14	276	\$1,000	\$56,666

**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.

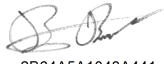
NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

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.

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

MONTEREY COUNTY WATER
RESOURCES AGENCY


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Brent Buche, General Manager

Dated: 6/29/2022 | 8:33 AM PDT

Approved as to Fiscal Provisions:


4E7E657875454AE...

Deputy Auditor/Controller

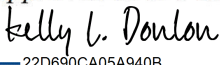
Dated: 6/22/2022 | 11:38 AM PDT

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:



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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. Donlon

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

8111C333563B9474...
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.

AECOM Labor Rate Schedule	Rate/Hour
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:
Ara Azhderian
By: 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: 22D690CA05A940B...
Kelly L. Donlon
Assistant County Counsel
Date: 9/13/2023 | 9:23 AM PDT

DocuSigned by:
Ezequiel Vega Rios
By: 7D289913E628402...
Administrative Office

Date: 9/14/2023 | 9:33 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz
By: 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

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



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

BOARD ORDER No. _____

APPROVE AMENDMENT NO. 5 TO THE AGREEMENT FOR)
PROFESSIONAL SERVICES WITH AECOM TECHNICAL SERVICES,)
INC. 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; 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. 5 to the Agreement for Professional Services with AECOM Technical Services, Inc 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; and,
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this 20th day of **November 2023**, by the following vote, to-wit:

BY: John Baillie, 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 23-160

November 20, 2023

Introduced: 11/14/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 6 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 authorizing the General Manager to execute the amendment. (Staff Presenter: Mark Foxworthy)

RECOMMENDATION:

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

Approve Amendment No. 6 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.

SUMMARY/DISCUSSION:

The Nacimiento Dam spillway plunge pool has experienced substantial erosion from spillway releases over time, most recently in 2011, 2017, and 2023. The left bank plunge pool erosion is considered severe and is exposed to additional erosion at flows. Continued left bank erosion will encroach upon the left spillway toe. Right bank plunge pool erosion is also considered severe. The plunge pool at Nacimiento Dam experienced additional erosion during January 2023 storms, when flood control releases of flows of $\pm 8,000$ cfs were initiated. Contractor was mobilized in February to install emergency riprap erosion protection ahead of the March 2023 storms. It is currently estimated that the plunge pool can handle spillway releases of up to 8,000cfs without additional significant erosion. Flows referenced above are a small fraction of the 101,000 cfs spillway flow capacity and therefore additional measures are necessary to support larger flow rates.

In April of 2022, AECOM completed a bathymetric survey and topographic mapping of the Nacimiento plunge pool, hydraulic modeling analysis of alternative erosion control measures and a final report with a recommended plunge pool project alternative. AECOM developed and evaluated 5 project alternatives for the purpose of eliminating erosion damage from high flow spillway releases, releases greater than 4,000 cfs. A common component to all evaluated alternatives was the removal of a rock outcrop located at the plunge pool's outlet. Hydraulic modeling performed shows that the rock outcrop impedes flow out of the plunge pool and redirects flow energy towards the plunge pool's banks, promoting erosion. Removal of the rock outcrop would allow for an increase in safe spillway release flows but is only the first step in a complete solution.

The preferred alternative identified in AECOM's final report, Nacimiento Dam Spillway Plunge Pool Erosion Protection Alternatives Analysis dated April 9, 2022, Is a Roller Compacted Concrete (RCC) Bank Protection Concept. This ultimate design would allow for flows up to the spillway design capacity and is the larger solution to address the Nacimiento Plunge Pool erosion concerns. It is estimated that an additional \$13mil will be needed to complete the design and implementation/construction of the RCC Bank Protection concept. The additional design work will need to be developed at a future time and is not included in this proposed amendment.

The cost of design (\$420,763) and the Scope of Work for full Rock Outcrop Removal Design is shown in exhibit H of contract Amendment No. 6. If approved, this amendment will allow the Agency to go out to bid for removal of the rock outcrop which currently has an estimated construction cost of \$1.2mil.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD will review and approve the design and plans prior to removal of Nacimiento Dam Plunge Pool Rock Outcrop.

FINANCING:

Funds have been identified within the Agency's current FY 24 budget from Fund 116, Dams Operation and Maintenance.

The Rock Outcrop Removal Project is eligible for a portion of the \$6mil in State Department of Water Resources funding through a March 2023 agreement to assist in financing the Nacimiento Reservoir and Dam Maintenance (Project).

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:

1. Amendment No. 6
2. Agreement for Professional Services
3. Amendment Nos. 1, 2, 3, and 4
4. Board Order



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 23-160

November 20, 2023

Introduced: 11/14/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 6 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 authorizing the General Manager to execute the amendment.

RECOMMENDATION:

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

Approve Amendment No. 6 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.

SUMMARY/DISCUSSION:

The Nacimiento Dam spillway plunge pool has experienced substantial erosion from spillway releases over time, most recently in 2011, 2017, and 2023. The left bank plunge pool erosion is considered severe and is exposed to additional erosion at flows. Continued left bank erosion will encroach upon the left spillway toe. Right bank plunge pool erosion is also considered severe. The plunge pool at Nacimiento Dam experienced additional erosion during January 2023 storms, when flood control releases of flows of $\pm 8,000$ cfs were initiated. Contractor was mobilized in February to install emergency riprap erosion protection ahead of the March 2023 storms. It is currently estimated that the plunge pool can handle spillway releases of up to 8,000 cfs without additional significant erosion. Flows referenced above are a small fraction of the 101,000 cfs spillway flow capacity and therefore additional measures are necessary to support larger flow rates.

In April of 2022, AECOM completed a bathymetric survey and topographic mapping of the Nacimiento plunge pool, hydraulic modeling analysis of alternative erosion control measures and a final report with a recommended plunge pool project alternative. AECOM developed and evaluated 5 project alternatives for the purpose of eliminating erosion damage from high flow spillway releases, releases greater than 4,000 cfs. A common component to all evaluated alternatives was the removal of a rock outcrop located at the plunge pool's outlet. Hydraulic modeling performed shows that the rock outcrop impedes flow out of the plunge pool and redirects flow energy towards the plunge pool's banks, promoting erosion. Removal of the rock outcrop would allow for an increase in safe spillway release flows but is only the first step in a complete solution.

The preferred alternative identified in AECOM's final report, Nacimiento Dam Spillway Plunge Pool Erosion Protection Alternatives Analysis dated April 9, 2022, is a Roller Compacted Concrete (RCC) Bank Protection Concept. This ultimate design would allow for flows up to the spillway design capacity and is the larger solution to address the Nacimiento Plunge Pool erosion concerns. It is estimated that an additional \$13mil will be needed to complete the design and implementation/construction of the RCC Bank Protection concept. The additional design work will need to be developed at a future time and is not included in this proposed amendment.

The cost of design (\$420,763) and the Scope of Work for full Rock Outcrop Removal Design is shown in exhibit H of contract Amendment No. 6. If approved, this amendment will allow the Agency to go out to bid for removal of the rock outcrop which currently has an estimated construction cost of \$1.2mil.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD will review and approve the design and plans prior to removal of Nacimiento Dam Plunge Pool Rock Outcrop.

FINANCING:

Funds have been identified within the Agency's current FY 24 budget from Fund 116, Dams Operation and Maintenance.

The Rock Outcrop Removal Project is eligible for a portion of the \$6mil in State Department of Water Resources funding through a March 2023 agreement to assist in financing the Nacimiento Reservoir and Dam Maintenance (Project).

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:

1. Amendment No. 6
2. Agreement for Professional Services
3. Amendment Nos. 1, 2, 3, and 4
4. Board Order

**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
<u>Amendment No. 6</u>	<u>\$420,673</u>
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. 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**

By: _____
Ara Azhderian, General Manager

Date: _____

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

By: _____
Assistant County Counsel

Date: _____

CONTRACTOR

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: _____

Amendment No. 6 AECOM Technical Services, Inc.

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.

Amendment No. 6 AECOM Technical Services, Inc.

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

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:

Project Milestone	Estimated Time to Completion
Task 2 – Existing Data Review	2 weeks after NTP
Task 3 – Topographic and Bathymetric Surveys	4 weeks after NTP
Task 4 – Geotechnical Field Investigations	10 weeks after NTP
Task 5 - Hydraulic Analysis and Design	8 weeks after Task 3 completion
Task 6 - Draft Design Package	8 weeks after Tasks 4 and 5 completion
Task 6 - 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

<u>AECOM 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

Exhibit I

MCWRA Nacimiento Dam
Plunge Pool Rock Outcrop Removal Design

TABLE 1 - BUDGET ESTIMATE

	Role: Senior Reviewer/ PIC	Project Manager	Senior Geotech Lead	Project Geotech Engineer	Senior Geology Lead	Project Engineering Geologist	Senior Hydraulics Lead	Project Hydraulic Engineer	Senior Civil Design Lead	Project Civil Engineer	Staff Engineer	GIS	CAD	Admin	Senior Enviro Planner	Project Enviro Planner	Total Labor Hours	AECOM Labor Costs	Other Direct 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	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	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

**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 1441 Schilling Place – North Building Salinas, CA 93901	Address:	AECOM Technical Services, Inc. 300 Lakeside Drive, 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 to: AMER-DCSProjectClaimNotices@aecom.com

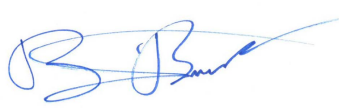
29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in attached Exhibits.
30. Non-exclusive Agreement. 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:

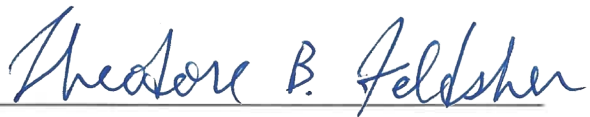


Brent Buche E-Sign 6/8/2020
General Manager

Date: June 8, 2020

CONTRACTOR:

BY:

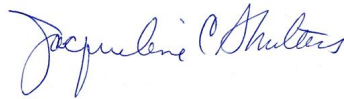


Type Name: Theodore B. Feldsher

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.

* * * * *

154

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 7th 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 6th 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 7th 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 7th 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:

Description	Estimated Schedule*
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.

AECOM Labor Rate Schedule	Rate/Hour
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 Budget												Total Labor Hours	AECOM Labor Costs	SUB with 10% markup	Other Direct Costs	Total Costs
	QA / QC	Manage	Geotechnical		Geology			Geotech	Seismic	Support							
	Senior Reviewer/ PIC	Project Manager	Senior Geotech Lead	Project Geotech Engineer	Senior Geology Lead	Project Engineering Geologist	Staff Geologist	Sr Staff Geotech	Project 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 Principal	Kline PM / PE	Eng. Support	CAD / Prod. Support	Admin. Support	Subtotal Manhours	Expenses	Task Cost 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:

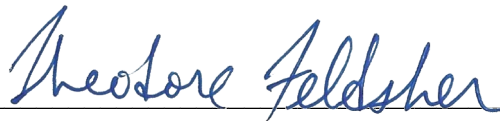
**MONTEREY COUNTY
WATER RESOURCES AGENCY**



Brent Buche, General Manager

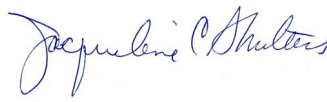
DATED: E-signed 8/2/21

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.

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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.

AECOM Labor Rate Schedule	Rate/Hour
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 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	\$2,400
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
Total:		4	210	32	16	14	276	\$1,000	\$56,666

**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.

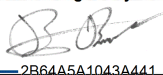
NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

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.

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

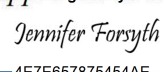
MONTEREY COUNTY WATER
RESOURCES AGENCY


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Brent Buche, General Manager

Dated: 6/29/2022 | 8:33 AM PDT

Approved as to Fiscal Provisions:


4E7E657875454AE...

Deputy Auditor/Controller

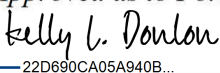
Dated: 6/22/2022 | 11:38 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:


Approved as to Form:


22D690CA05A940B...

Assistant County Counsel

Dated: 6/22/2022 | 9:16 AM PDT

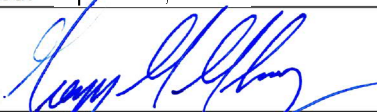
CONTRACTOR

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:



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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. Donlon

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.

AECOM Labor Rate Schedule	Rate/Hour
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**

DocuSigned by:
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

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



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

BOARD ORDER No. _____

APPROVE AMENDMENT NO. 6 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.)

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

1. Approves Amendment No. 6 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,
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this **20th** day of **November 2023**, by the following vote, to-wit:

BY: John Baillie, 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 23-161

November 20, 2023

Introduced: 11/14/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving an Agreement for Services with Michael Frederick Paving Corporation for an amount not-to-exceed \$500,000 for general maintenance services including paving, grading, and general engineering contractor services at Agency facilities; and authorizing the General Manager to execute the contract. (Staff Presenter: Mark Foxworthy)

RECOMMENDATION:

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

Approve an Agreement for Services with Michael Frederick Paving Corporation for an amount not-to-exceed \$500,000 for general maintenance services including paving, grading, and general engineering contractor services at Agency facilities; and authorize the General Manager to execute the contract.

SUMMARY/DISCUSSION:

The Agency is responsible for the maintenance of approximately 2 miles of Nacimiento Lake Drive, a public road, that travels over the Nacimiento Dam. Nacimiento Lake Drive is the only land access route to Nacimiento Lake Resort for recreational users and serves as the primary route to and from Paso Robles for local residents. The Agency has received multiple complaints of poor road conditions and potholes, from the public, in the section of road managed by the Agency.

Agency staff have identified that approximately 1,500 linear feet (LF) at the S-turn located immediately to the North of the Dam needs maintenance requiring an overlay and shoulder and pot-hole work. Staff estimates cost for overlay of the full S-turn is ± \$500,000. A scope of work for maintenance of the worst section of the S-turn, the first 490 LF (13,500SF) of the sharp turn immediately North of the Nacimiento Dam's crest. Estimates were requested for paving maintenance. Michael Frederick Paving Corporation was the lowest responsive bidder.

Agency staff would like to enter into a multi-year contract with a not to exceed contract amount of \$500,000. The first phase of work to be performed under contract would be the those identified in the Service Agreement's scope of work, for an estimate of \$127,800. Additional work would be on an as needed basis. Staff will identify funding and future work to be performed, create scopes of work, and request cost estimates from contractor prior to performing additional work.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

\$130,000 has been identified in Fund 116-Nacimiento in Agency's FY24 approved budget. Any additional work to be performed would use funds identified in approved Agency budgets.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:

1. Agreement for Services
2. Board Order



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 23-161

November 20, 2023

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RECOMMENDATION:

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

Approve an Agreement for Services with Michael Frederick Paving Corporation for an amount not-to-exceed \$500,000 for general maintenance services including paving, grading, and general engineering contractor services at Agency facilities; and authorize the General Manager to execute the contract.

SUMMARY/DISCUSSION:

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OTHER AGENCY INVOLVEMENT:

None

FINANCING:

\$130,000 has been identified in Fund 116-Nacimiento in Agency's FY24 approved budget. Any additional work to be performed would use funds identified in approved Agency budgets.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 755-8984

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

Attachments:

1. Agreement for Services
2. Board Order

**MONTEREY COUNTY WATER RESOURCES AGENCY
AND _____
AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and _____, a _____ 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:
 - (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 _____ by CONTRACTOR and Agency, and will terminate on _____, 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

(\$_____).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) 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.
- (d) 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.
- (e) 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 Contactor’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

Agency’s designated administrator of this Agreement shall be

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:		Name:	
Address:		Address:	
Telephone:		Telephone:	
Fax:		Fax:	
E-Mail:		E-Mail:	

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
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 _____
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR:

BY:

BY:

Ara Azhderian
General Manager

Type Name:_____

Title:_____

Date:_____

Date:_____

BY:

Type Name:_____

Title:_____

Date:_____

Exhibit A
Scope of Work

This Scope of Work includes the initial phase of maintenance work identified by Agency and quoted by CONTRACTOR. Additional maintenance services may be provided under this agreement as determined by Agency and agreed upon by Agency and CONTRACTOR.

NACIMIENTO DAM PAVING WORK

LOCATION:

Approximately 1,000 If North of 10690 Nacimiento Lake Dr., Paso Robles CA 93446

SCOPE OF WORK:

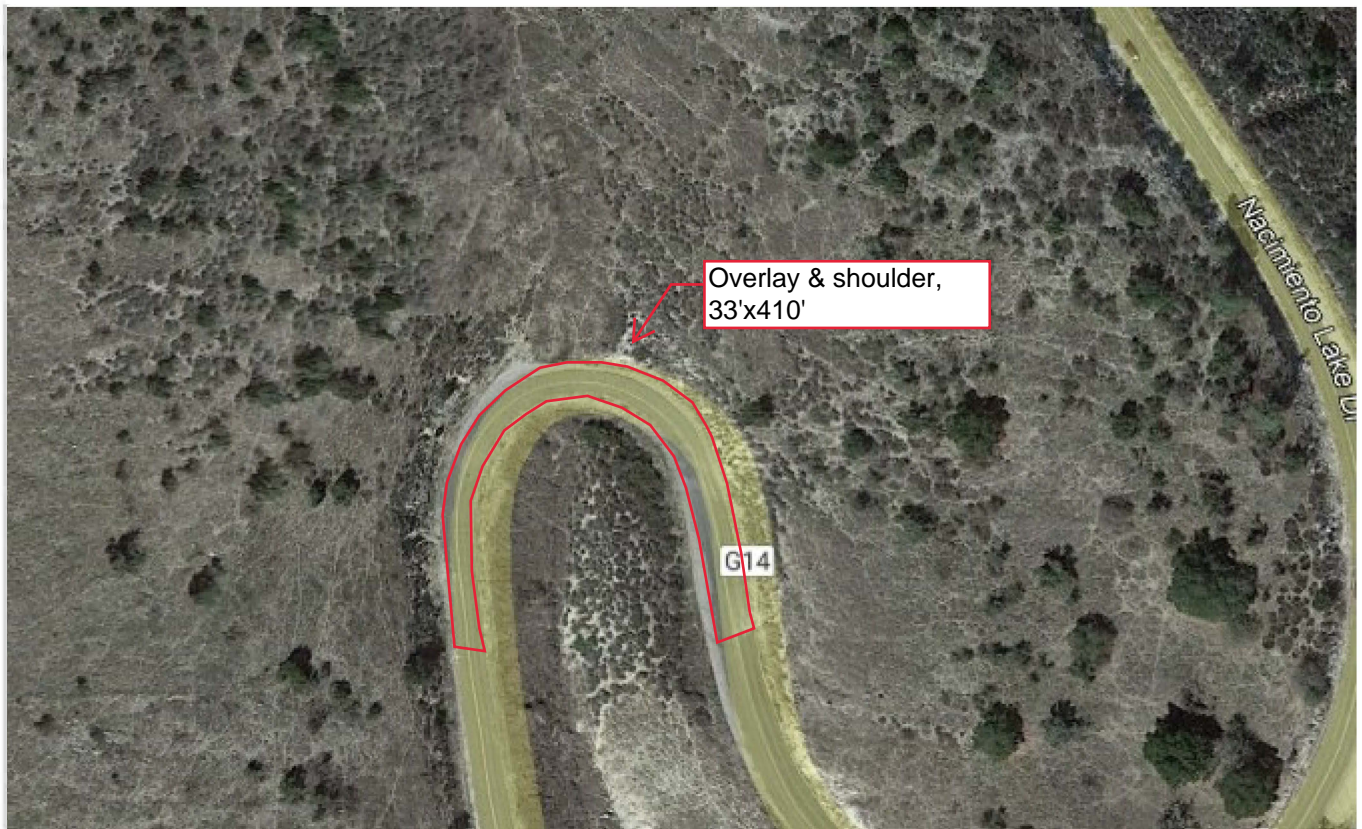
A/C paving overlay maintenance of 13,500 sf at sharp turn near Nacimiento Dam, and pothole patching.

1. Mobilize Equipment
2. Grind two end conform tie-ins.
3. Side sweep and clean are for paving.
4. Apply SS1H tack oil to allow for skin patching.
5. Apply A/C hot mix for patch and level.
6. Apply SS1H oil tack coat to allow for A/C paving overlay.
7. Pave 25' wide 2 1/2" compacted A/C overlay with 1/2" Type B, A/C.
8. Install temporary centerline markers.
9. Install 4' wide x 6" A/C thick average base shoulders on both sides of new overlay.
10. Layout and re-stripe double yellow paint centerline striping with glue down reflectors approximately every 25' apart.
11. Clean up.
12. Oil tack potholes from end of overlay area down to service road at 10690 Nacimiento Lk. Dr. (±1,000l.f.).
13. A/C patch potholes with hot mix 1/2" material – allow 20-ton A/C.
14. Demobilize

Exhibit A
Scope of Work



Exhibit A
Scope of Work





September 27, 2023

Monterey County Water Resources Agency
Attn.: Thomas Shepherd
PO Box 930
Salinas, CA 93902
shepherdjtj@co.monterey.ca.us

**RE: A/C PAVING OVERLAY AND SHARP TURN ABOVE
NACIMIENTO DAM – 13,500 SF**

Dear Mr. Shepherd,

We propose to furnish all labor, materials and equipment necessary to perform the following described work at prevailing wage rates.

JOB DESCRIPTION

1. Mobilize equipment.
2. Grind two end conform tie-ins.
3. Side sweep and clean are for paving.
4. Apply SS1H tack oil to allow for skin patching.
5. Apply A/C hot mix for patch and level.
6. Apply SS1H oil tack coat to allow for A/C paving overlay.
7. Pave 25' wide 2 1/2" compacted A/C overlay with 1/2" Type B, A/C.
8. Install temporary centerline markers.
9. Install 4' wide x 6" A/C thick average base shoulders on both sides of new overlay.
10. Layout and re-stripe double yellow paint centerline striping with glue down reflectors approximately every 25' apart.
11. Clean up.
12. Oil tack potholes from overlay area down to service road.
13. A/C patch potholes with hot mix 1/2" material – allow 20-ton A/C.

OUR PRICE: \$127,800.00

Note: Traffic control and signs shall be provided by Monterey County personnel.

Allow (1) day for overlay.

POST OFFICE BOX 573 • ATASCADERO, CA 93423 • (805) 466-5060 • FAX (805) 466-0594

EXCLUSIONS

1. City and/or utility fees and/or permits.
2. Survey and/or grade staking, soils tests and/or fees.
3. Hydro seeding and/or erosion control.
4. Unsuitable and/or unknown sub-soils conditions and/or objects (including utilities, roots, rocks, etc.) that require special attention.
5. Any field changes and/or directives required by any jurisdictional agency, engineer, consultant, owner and/or authorized agent thereof.

NOTES

1. MFPC will not be responsible for any damage to and/or relocation of any unforeseen underground utilities (those that are either not located properly and/or unable to be located and/or not visibly marked as such) that are in conflict with the installation of any items in the above bid.
2. In the event rock is encountered and excavation is unable to proceed with reasonable efforts and MFPC is unable to dig to proper depths and/or if large rocks are encountered for export, it is hereby agreed that this agreement shall be modified to provide payment to MFPC on the basis of time and materials plus 15% for profit and overhead costs.
3. In the event excess moisture and/or ground water and/or any unsuitable soils is encountered during earthwork, it is hereby agreed that this agreement shall be modified to provide payment to MFPC on the basis of time and materials plus 15% for profit and overhead costs.
4. The base, paving and concrete thicknesses specified in our proposal are commonly used sections for these applications, by the industry, in our area or have been specified in the project documents. If requested or required by the owner an R-Value test can be performed at the time of sub-grade construction, by a licensed soils engineer. The R-Value test is used to determine the stability of the soil under load conditions. The R-Value test along with a traffic index, which is the estimated amount and weight of the vehicular traffic that will be traveling over the new surfaced area, can then be used to more accurately determine the structural section needed. Although not required, MFPC offers this information as an option, if this process is chosen it may add additional costs for soils engineering. MFPC can recommend a licensed soils engineer upon request.
5. Owner to provide MFPC legal access to jobsite. In the event access to jobsite is possible only through adjacent property, owner shall provide MFPC with written permission from adjacent property owner to use adjacent property as access way to jobsite.
6. MFPC will not be held responsible for damage to any concrete walks, curb and gutter, driveways or driveway approaches, or any other apparatus used as an access way to jobsite when jobsite is accessible by no other means.

- 7. All material guaranteed to be as specified. All work to be completed in workmanlike manner according to standard industry practices.
- 8. Above prices may be subject to change due to material price increases, especially, but not limited to, petroleum-based products, such as plastic pipe, asphalt, diesel fuel, gasoline, etc. These prices are very volatile at this time, therefore, any price increase passed on from our materials suppliers are out of our control and will be handed through to the Owner/General Contractor with appropriate mark-up.
- 9. Above proposal price may be subject to change due to day-to-day material, fuel and delivery price fluctuations.


If you would like for us to perform the work described above, please sign and return this agreement as soon as possible.

- 1. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is due and payable upon monthly progress billings for work performed or materials purchased.
- 2. Upon acceptance of this proposal, I agree to furnish all project information (including, but not limited to, "project owner", "project address" and "project lender") before start of project.
- 3. A finance charge of 1 ½% per month (18% annual) will be charged on all invoices over 30 days past due.
- 4. In the event suit is necessary to enforce payment of a delinquent account customer is liable for reasonable attorney's fees of creditors.

Accepted: _____
Printed Name

By: _____ Date: _____
Signature / Title

Thank you for the opportunity to bid your project. If you have any further questions, please feel free to contact me at the office.

Respectfully submitted,

Leonard Sutherland
Vice-President

LS/rr



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

BOARD ORDER No. _____

APPROVE AN AGREEMENT FOR SERVICES WITH MICHAEL)
FREDERICK PAVING CORPORATION FOR AN AMOUNT)
NOT-TO-EXCEED \$500,000 FOR GENERAL MAINTENANCE)
SERVICES INCLUDING PAVING, GRADING, AND GENERAL)
ENGINEERING CONTRACTOR SERVICES AT AGENCY)
FACILITIES; AND AUTHORIZING THE GENERAL MANAGER TO)
EXECUTE THE CONTRACT.)

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

1. Approves an Agreement for Services with Michael Frederick Paving Corporation for an amount not-to-exceed \$500,000 for general maintenance services including paving, grading, and general engineering contractor services at Agency facilities; and
2. Authorizes the General Manager to execute the contract.

PASSED AND ADOPTED on this **20th** day of **November 2024**, by the following vote, to-wit:

BY: John Baillie, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



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 23-157

November 20, 2023

Introduced: 11/13/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024 and include additional emergency response activities; and authorize the General Manager to execute the amendment. (Staff Presenting: Shaunna Murray)

RECOMMENDATION:

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

Approve Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024 and include additional emergency response activities; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA will be the lead local agency to work with the United States Army Corps of Engineers in continuing the Project, which is currently maintained jointly by Zone 7 and MCWRA, as non-federal sponsors.

An Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R") to transfer the operation, maintenance, repair, replacement, and rehabilitation of the Project was approved by the MCWRA Board of Supervisors in April 2023. PRFMA approved the OMRR&R at their November 9, 2022 meeting. Both the Cost Sharing Agreement and the OMRR&R, became effective on July 1 2023. A similar assignment agreement has been negotiated between RMA and Zone 7 for the activities on the levee in Santa Cruz County. PRFMA has approved the agreement at their November 8, 2023 meeting and Zone 7 will be considering it later this month.

MCWRA and PRFMA staff continue to coordinate the transition of the activities and propose to have continued support by MCWRA on some general activities to support a successful transition. The proposed amended Services Agreement will support PRFMA requests for general maintenance activities as well as emergency response activities for up to one year. MCWRA will assess their ability to fulfill those requests. The Services Agreement also supports the continued involvement of MCWRA in the coordination of the critical levee damage sites that occurred in March 2023. Time and materials to be invoiced and reimbursed. Time is of the essence in amending the Services Agreement which expires on December 1, 2023.

OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel's Office

FINANCING:

The MOU includes the reimbursement of MCWRA staff time for any approved activities.

Prepared by: Shaunna Murray, Deputy General Manager (831) 755-4860

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

Attachments:

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



County of Monterey

Item No.8

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
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MCWRA and PRFMA staff continue to coordinate the transition of the activities and propose to have continued support by MCWRA on some general activities to support a successful transition. The proposed amended Services Agreement will support PRFMA requests for general maintenance activities as well as emergency response activities for up to one year. MCWRA will assess their ability to fulfill those requests. The Services Agreement also supports the continued involvement of MCWRA in the coordination of the critical levee damage sites that occurred in March 2023. Time and materials to be invoiced and reimbursed. Time is of the essence in amending the Services Agreement which expires on December 1, 2023.

OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel's Office

FINANCING:

The MOU includes the reimbursement of MCWRA staff time for any approved activities.

Prepared by: Shaunna Murray, Deputy General Manager (831) 755-4860

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

Attachments:

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

**CONTRACT BETWEEN THE PAJARO REGIONAL
FLOOD MANAGEMENT AGENCY AND THE MONTEREY
COUNTY WATER RESOURCES AGENCY FOR THE
PROVISION OF MAINTENANCE AND REPAIR SERVICES**

This contract for the provision of maintenance and repair services (the “Agreement”) is entered into on this 12th day of July 2023 by and between the Pajaro Regional Flood Management Agency, a joint powers agency (“PRFMA”), and the Monterey County Water Resources Agency, established in 1990 by special act of the state legislature codified at Water Code Appendix Chapter 52 (“MCWRA”) (collectively, the “Parties”).

WHEREAS, the County of Santa Cruz, the County of Monterey, the City of Watsonville, MCWRA, and Santa Cruz County Flood Control and Water Conservation District entered into a Joint Exercise of Powers Agreement (“Joint Powers Agreement”) creating PRFMA as a separate agency organized and operating under the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) to implement flood risk reduction solutions in the Pajaro Valley, including the Pajaro River Federal Flood Control Project (“Project”); and

WHEREAS, Section 3.03 of the Joint Powers Agreement authorizes the PRFMA to make and enter into contracts necessary to the accomplishment of the purposes of the Joint Powers Agreement and to contract for services as needed; and

WHEREAS, PRFMA has determined that it requires maintenance and repair services as described in Exhibit A (“Scope of Services”) and has determined that such services may be obtained most economically through contract with MCWRA for the use, as needed, of certain MCWRA officers, agents, and/or employees; and

WHEREAS, MCWRA is willing to provide PRFMA with the maintenance services it requires and PRFMA is willing to contract with MCWRA for maintenance services on an as-needed basis under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Definitions.

- (a) “Scope of Services”: Such maintenance services as are set forth in Exhibit A and incorporated herein by this reference.
- (b) “Approved Fee Schedule”: MCWRA’s compensation rates as set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- (c) “Commencement Date”: July 1, 2023

- (d) “Termination Date”: December 1, 2023, unless terminated by the Parties per Section 15 below.

2. **Term.**

This Agreement will remain in effect beginning upon Commencement Date and terminating on the Termination date, unless amended, extended, or terminated as provided herein.

3. **MCWRA’s Rights and Obligations.**

- (a) **Services.** MCWRA shall perform the maintenance and repair services identified in Exhibit A, the Scope of Services.
- (b) **Insurance.** MCWRA acknowledges and represents that it is sufficiently insured for the risks it undertakes pursuant to this Agreement.
- (c) **Records.** MCWRA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to PRFMA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to MCWRA under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of PRFMA. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of PRFMA or as part of any audit of PRFMA, for a period of three (3) years after final payment under this Agreement.
- (d) **Status of Employees.** All MCWRA employees working in conjunction with PRFMA and/or PRFMA employees under this Agreement shall remain MCWRA employees and compensated by MCWRA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from PRFMA as a result of this Agreement.

4. **PRFMA’s Rights and Obligations.**

- (a) **Changes to Scope of Services.** PRFMA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- (b) **Status of Employees.** All PRFMA employees working in conjunction with MCWRA and/or MCWRA employees under this Agreement shall remain PRFMA employees and compensated by PRFMA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from MCWRA as a result of this Agreement.

5. **Compensation.**

- (a) PRFMA agrees to compensate MCWRA for the services provided under this Agreement and MCWRA agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B**, in full satisfaction for such services.
- (b) MCWRA shall submit to PRFMA an invoice, on a monthly basis, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. MCWRA shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- (c) PRFMA shall pay total amount invoiced within 30 days of receiving the invoice.
- (d) PRFMA shall not withhold applicable taxes or other payroll deductions from payments made to MCWRA except as otherwise required by law. MCWRA shall be solely responsible for calculating, withholding, and paying all taxes.

6. **Mutual Indemnification.**

- (a) MCWRA shall defend, indemnify and hold harmless the PRFMA, its Board of Directors, officers, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of MCWRA, its officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- (b) PRFMA shall defend, indemnify, and hold harmless MCWRA, its officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the PRFMA, its Board

of Directors, officers, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

- (c) It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.
- (d) This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- (e) Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- (f) The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

7. Settlement of Disputes.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.

8. Notices.

All notices, demands, requests, consents, approvals, or communications from one of the Parties to another must be personally delivered or sent by facsimile to the persons set forth below or must be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any of the Parties may from time to time specify to the other Party in writing:

PRFMA:

Dr. Mark Strudley
Executive Director, Pajaro Regional Flood Management Agency
701 Ocean Street, Rm 410
Santa Cruz, CA 95060

MCWRA:

Ara Azhderian,
General Manager, Monterey County Water Resources Agency
1441 Schilling Pl., North Bldg.,
Salinas, CA 93901

9. **Governing Law.**

This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of California. All disputes arising out of this Agreement shall be exclusively brought in Superior Court of California for the County of Monterey.

10. **Severability.**

If a court of competent jurisdiction voids or invalidates on its face any provision of this Agreement, such action does not affect the remainder of this Agreement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Agreement to a person or circumstance, such action does not affect the application of the provision to other persons or circumstances.

11. **Entire Agreement.**

This Agreement, together with any attached exhibits and documents referred to in it, sets forth the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter of this Agreement. No alteration or variation of this instrument is valid or binding unless contained in an amendment in accordance with the provisions in this Agreement.

12. **Construction.**

The Parties agree and acknowledge they have had sufficient opportunity to consult counsel of their choosing in the negotiation and preparation of this Agreement, have carefully read and understand this Agreement, and have voluntarily and without undue influence or duress entered into this Agreement. The provisions of this Agreement shall be construed as a whole and not strictly for or against any of the Parties.

13. **Waiver.**

No waiver by any of the Parties of any breach of any term or provision of this Agreement shall be deemed, nor will be, a waiver of any preceding, concurrent, or succeeding breach of the same or any other term or provision hereof.

14. **Amendment.**

The Parties may amend this Agreement only by mutual written agreement.

15. **Termination.**

This Agreement, and the rights and obligations of the Parties, may be terminated by either party

upon 14 days' written notice, except that liability for acts or omissions occurring before such termination shall survive the termination.

16. **Successors and Assigns.**

The covenants, terms, conditions, and restrictions of this Agreement are binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns. A Party may not assign its rights, interests, obligations, or duties under this Agreement without the express written consent of the other Party.

17. **Headings.**

The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and have no effect upon its construction or interpretation.

18. **Counterparts; Electronic Signatures.**

The Parties may execute this instrument in two or more counterparts, which must, in the aggregate, be signed by all Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page to immediately follow]

IN WITNESS WHEREOF, each Party represents and warrants that its undersigned signatories have the authority to and do hereby execute this Agreement as follows:

Pajaro Regional Flood Management
Agency

By:

DocuSigned by:

Mark Strudley

Signature

Printed: Mark Strudley

Title: Executive Director

Date: 9/14/2023 | 11:49 AM PDT

Monterey County Water Resources Agency

By:

DocuSigned by:

Ara Azhderian

Signature

Printed: Ara Azhderian

Title: General Manager

Date: 9/14/2023 | 1:44 PM PDT

Attest:

By:

Date:

Approved as to form:

By:

DocuSigned by:

Gary B. Bell

Gary B. Bell,
PRFMA Counsel

Date: 9/14/2023 | 12:35 PM PDT

By:

DocuSigned by:

Kelly L. Donlon

Kelly L. Donlon
MCWRA Counsel

Date: 9/14/2023 | 12:44 PM PDT

EXHIBIT A
Scope of Work

MCWRA staff will provide maintenance and repair services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation (“OMRR&R”) services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance in writing from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

Assistance on the three critical repair projects identified in the Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the United States Army Corps of Engineers in completing those projects prior to the 2024 rainy season commencing on or before December 31, 2023. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA’s written request, transferred back to PRFMA for completion without MCWRA’s assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

Exhibit B

Fee Schedule

FY 2023-24 MCWRA Billable Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
ACCOUNTANT III	\$ 163.00
ACCOUNTANT II	\$ 121.00
ACCOUNTING TECHNICIAN	\$ 101.00
ADMINISTRATIVE SERVICES ASSISTANT	\$ 146.00
ASSISTANT WATER MAINTENANCE SUPERINTENDNT	\$ 119.00
ASSOCIATE WATER RESOURCES ENGINEER	\$ 190.00
ASSOCIATE WATER RESOURCES HYDROLOGIST	\$ 194.00
DEPUTY GENERAL MANAGER	\$ 295.00
ENGINEERING AIDE II	\$ 100.00
FINANCE MANAGER III	\$ 218.00
GENERAL MANAGER	\$ 368.00
HYDROELECTRIC TECHNICIAN	\$ 110.00
OFFICE ASSISTANT III	\$ 92.00
SENIOR SECRETARY - CONFIDENTIAL	\$ 100.00
SENIOR WATER MAINTENANCE WORKER	\$ 102.00
SENIOR WATER RESOURCES ENGINEER	\$ 226.00
SENIOR WATER RESOURCES HYDROLOGIST	\$ 226.00
WATER MAINTENANCE SUPERINTENDNT	\$ 153.00
WATER MAINTENANCE WORKER I	\$ 88.00
WATER MAINTENANCE WORKER II	\$ 94.00
WATER RESOURCES BIOLOGIST	\$ 137.00
WATER RESOURCES ENGINEER	\$ 137.00
WATER RESOURCES HYDROLOGIST	\$ 137.00
WATER RESOURCES TECHNICIAN	\$ 117.00

Note: All invoiced staff rates will comply with the corresponding personnel policy or memorandum of understanding associated with the classifications billed.

Equipment Rates

Based on the California State Transportation Agency, Department of Transportation Division of Construction

Labor Surcharge and Equipment Rental Rates

Effective April 1, 2023 through March 31, 2024

MCWRA-owned equipment (all rental equipment will be invoiced at current rental rates)

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL [TRUCK]

DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.88

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS		[T&TT]	
OVER	TO	Code	Rate
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	00-06	\$37.61
5443 (12000)	9072 (20000)	06-12	\$42.39
9072 (20000)	12701(28000)	12-20	\$54.71
12701 (28000)	16330 (36000)	20-28	\$57.71
16330 (36000)	21773 (48000)	28-36	\$63.46
21773 (48000)	27216 (60000)	36-48	\$84.44
27216(60000) & Over		48-60	\$93.61
		60	\$105.34

TRUCKS, OFF-HIGHWAY [TRUOF]

DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.80

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY		[TRU]	
OVER	TO	Code	Rate
9.1 (10)	13.6 (15)	10-15	\$64.30
16.3 (18)	20.0 (22)	18-22	\$114.18
20.0 (22)	24.5 (27)	22-27	\$143.03
24.5 (27)	29.0 (32)	27-32	\$163.21
29.0 (32)	36.3 (40)	32-40	\$222.71
36.3 (40)	49.9 (55)	40-55	\$333.03
49.9 (55)	60.8 (67)	55-67	\$373.47

TRUCKS, DUMP, ON-HIGHWAY [TRUON]

DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.83

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY		[TRUN]	
Model		Code	Rate
2 axles		2AXL	\$73.34
3 axles		3AXL	\$93.59
4 axles		4AXL	\$103.79
5 axles		5AXL	\$117.60

WELDING EQUIPMENT [WELD]

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83

ARC WELDING MACHINES [AWM]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

OVER	TO	Code	Rate
0	250	0-250	\$8.83
250	500	250-500	\$17.19
over	500	500	\$17.35

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

Model	Code	Rate
ALL	ALL	\$0.33

TRAILERS, EQUIPMENT, LOW BED	[TRAIL]
-------------------------------------	------------------

DELAY FACTOR = 0.44**OVERTIME FACTOR = 0.65**

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

LOW BED A**[LB-A]**

2 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	100	\$17.61
8 Tires per axle	200	\$22.21

LOW BED B**[LB-B]**

3 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	300	\$23.66
8 Tires per axle	400	\$27.42

LOW BED C**[LB-C]**

4 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	500	\$37.93
8 Tires per axle	600	\$47.07

LOW BED D**[LB-D]**

6 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
8 Tires per axle	700	\$75.40

LOADERS, RUBBER TIRE	[LDRRT]
-----------------------------	------------------

DELAY FACTOR = 0.11**OVERTIME FACTOR = 0.89**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
415F2	1850F2	\$59.78
416 w/ backhoe	1860	\$47.44
416 Series II w/ backhoe	1860A	\$47.68
416B 4WD w/ extend-a-hoe	1861A	\$58.43
416C 4WD w/ backhoe	1861C	\$60.33
416D w/ backhoe	1861D	\$55.27
416D 4WD w/ backhoe	1861D4	\$56.42
420D w/ backhoe	1861M	\$62.10
420D 4WD w/ backhoe	1861M4	\$63.25
420E	1861N	\$73.88
420F2	1861N2	\$86.86

TRACTORS, CRAWLER**[TRACC]****DELAY FACTOR = 0.13****OVERTIME FACTOR = 0.87**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

D-4E direct drive	2660	\$49.93
D-4E power shift	2665	\$51.24
D-4H	2670	\$64.69
D-4H LGP	2675	\$64.02
D-4H Series II	2680	\$65.95
D-4E SA	2772	\$61.01
D-4E LGP power shift	2780	\$51.44
D-4E LGP direct drive	2782	\$51.44
D-4G XL	2790XL	\$59.09
D-5	3194	\$68.43
D-5B power shift	3206	\$71.86
D-5B SA	3325	\$78.89
D-5B LGP	3345	\$74.58
D-5C	3346	\$63.62
D-5H	3347	\$85.27
D-5H Series II	3348	\$89.38
D-5H LGP	3350	\$88.36
D-6C direct drive	3645	\$89.13
D-6C power shift	3688	\$89.78
D-6C LGP	3710	\$92.32
D-6D	3720	\$100.87
D-6D SA	3725	\$114.05
D-6D LGP	3730	\$101.27
D-6H	3732	\$115.25
D-6H Series II	3733	\$120.00
D-6H LGP	3735	\$119.89
D-6M LGP	3745	\$110.07
D-6N XL	3755	\$113.21
D-6R DS	3800	\$125.68

HYDRAULIC CRANES & EXCAVATORS, [HCECL]
CRAWLER MOUNTED
DELAY FACTOR = 0.16**OVERTIME FACTOR = 0.84**

Includes all attachments and accessories required for lifting or digging. Pavement breaker or compactor attachments are not included.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
303.5E CR	0100	\$37.46
304 CR	0200	\$39.63
305C CR	0250	\$53.81
308E2 CR SB	0270	\$58.83
308DCR	0271	\$51.50
312	0300	\$62.66
312C	0300C	\$74.70
312CL	0300CL	\$74.89
314CL CR	0302CLR	\$75.88
315L	0305	\$75.53
320	0310	\$99.14
320BL	0312	\$103.55
320C	0312C	\$116.34
320CL	0312CL	\$129.31
320L	0315	\$100.63
321C LCR	0320R	\$138.83
321D LCR	0321R	\$138.16
322L	0325	\$122.91
323F L	0326	\$129.36
325	0330	\$130.69

**AMENDMENT NO. 1 TO THE
CONTRACT BETWEEN THE PAJARO REGIONAL FLOOD MANAGEMENT
AGENCY AND THE MONTEREY COUNTY WATER RESOURCES AGENCY FOR
THE PROVISION OF MAINTENANCE AND REPAIR SERVICES**

THIS AMENDMENT NO. 1 to the Contract for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “MCWRA”) and the Pajaro Regional Flood Management Agency, a joint powers agency (hereinafter, “PRFMA”) is hereby entered into between the MCWRA and PRFMA (collectively, the MCWRA and PRFMA are referred to as the “Parties”).

WHEREAS, PRFMA entered into a Services Agreement with the Agency on September 14, 2023 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement for up to one year, to continue providing services identified in the Agreement.

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

1. Amend Section 1 (d), “Termination Date”, to read as follows: December 1, **2024**, unless terminated by the Parties per Section 15 below.
2. Amend Exhibit A, “SCOPE OF WORK”, to read as follows:

MCWRA staff will provide maintenance, repair and emergency response services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation (“OMRR&R”) services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance, in writing, from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs identified three critical sites for repair by the U.S. Army Corps of Engineers. Site 1 has been completed but sites 2 and 3 may not be completed in 2023. Assistance on the two remaining critical repair projects is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the USACE. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA’s written request, transferred back to PRFMA for completion without MCWRA’s assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

Amendment No. 1 PRFMA Maintenance and Repair.

3. Amend Exhibit B, "Equipment Rates", to read as follows:

Based on the California State Transportation Agency, Department of Transportation Division of Construction Labor Surcharge and Equipment Rental Rates, Effective April 1, 2023 through March 31, 2025 and subsequently **April 1, 2024 through March 31, 2025**, once those rates are published and effective

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 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. 1 to the Agreement as of the day and year written below:

Pajaro Regional Flood Management
Agency

Monterey County Water Resources Agency

By: _____
Signature

By: _____
Signature

Printed: Mark Strudley
Title: Executive Director
Date: _____

Printed: Ara Azhderian
Title: General Manager
Date: _____

Attest:

By: _____
Date: _____

Approved as to form:

By: _____
Scott Shapiro,
PRFMA Counsel
Date: _____

By: _____
Kelly L. Donlon
MCWRA Counsel
Date: _____



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

BOARD ORDER No. _____

**APPROVE AMENDMENT NO. 1 TO THE SERVICES)
AGREEMENT WITH THE PAJARO REGIONAL FLOOD)
MANAGEMENT AGENCY FOR MAINTENANCE AND)
REPAIR ACTIVITIES OF THE PAJARO RIVER FEDERAL)
FLOOD CONTROL PROJECT (“PROJECT”) TO EXTEND)
THE TERM FOR ONE YEAR TO DECEMBER 1, 2024 AND)
INCLUDE ADDITIONAL EMERGENCY RESPONSE)
ACTIVITIES; 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. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project (“Project”) to extend the term for one year to December 1, 2024 and include additional emergency response activities; and
2. Authorizes the General Manager to execute the Amendment.

PASSED AND ADOPTED on this **20th** day of **November 2023**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



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 23-152

November 20, 2023

Introduced: 11/8/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

November, December 2023 and January 2024 Calendars.

November 2023

November 2023							December 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	3	4	5	6	7	1	2
12	13	14	8	9	10	11	10	11	12	13	14	8	9
19	20	21	15	16	17	18	17	18	19	20	21	22	23
26	27	28	22	23	24	25	24	25	26	27	28	29	30
			29	30			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1 8:30am Basin Management Advisory Committee - 10:00am Planning Committee-2023-12 (https://montereycty.z	2 8:30am All Hands Meeting - 2023 (https://montereycty.zoom.us/j/96881076378?pwd=SFZLZnMvbVphL010MkFrSHJCYjEy	3 8:30am Personnel & Administration Committee-2023-11 10:00am Finance Committee-2023-11 (https://montereycty.z	4
5	6	7	8	9 8:30am Nacimiento EAP Tabletop Exercise (Emergency Services Center (1322 Natividad Rd, Salinas, Ca 93906, United	10	11
12	13	14	15	16 10:30am Joint Board Leadership Advisory Committee (194-Cinnamon Room 1441 Schilling Place North Building,	17	18
19	20 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2022-3	21	22	23	24	25
26	27	28	29	30 1:30pm Reservoir Operations Advisory Committee - 2022 -7 (https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU	Dec 1	2

December 2023

December 2023							January 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 26	27	28	29	30	Dec 1 8:30am Personnel & Administration 10:00am Finance Committee-2023-11	2
3	4	5	6 8:30am Basin Management 10:00am Planning Committee-2023-12	7	8 11:30am Thank You & Happy Holidays Luncheon (Schilling Pl.) - Fenley, Jessell M.	9
10	11	12	13	14 8:30am All Hands Meeting - 2023 (https://montereycity.zoom.us/j/9688107637)	15 6:00pm WRA Holiday Party (Kwiek Manor) - Fenley, Jessell M.	16
17	18 Board of Directors Meeting - 930-Board 12:00pm Board of Directors	19	20	21	22	23
24	25	26	27	28 1:30pm Reservoir Operations Advisory Committee - 2022 -7 (https://montereycity.zoom.us/j/9688107637)	29	30
31	Jan 1, 24	2	3	4	5	6

January 2024

January 2024							February 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 31	Jan 1, 24	2	3 8:30am Basin Management Advisory Committee - 10:00am Planning Committee-2023-12 (https://montereycity.z	4	5 8:30am Personnel & Administration Committee-2023-11 10:00am Finance Committee-2023-11 (https://montereycity.z	6
7	8	9	10	11	12	13
14	15 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2022-3	16	17	18 10:30am Joint Board Leadership Advisory Committee (194-Cinnamon Room 1441 Schilling Place North Building,	19	20
21	22	23	24	25 1:30pm Reservoir Operations Advisory Committee - 2022 -7 (https://montereycity.zoom.us/j/92085702216?pwd=RzQ0R1RNaU	26	27
28	29	30	31	Feb 1	2	3



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 23-153

November 20, 2023

Introduced: 11/8/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

- Personnel Update
- Monterey One Water Reconciliation Update
- SGMA Implementation Update
- Dam Safety funding
- Grant Application Update
- Other



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 23-154

November 20, 2023

Introduced: 11/8/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Update on Salinas Valley Water Conditions for the 4th Quarter of Water year 2022-2023. (Staff: Guillermo Diaz-Moreno)

Salinas Valley Water Conditions: Fourth Quarter of Water Year 2022-2023

October 2023

Monterey County Water Resources Agency





MONTEREY COUNTY WATER RESOURCES AGENCY

Salinas Valley Water Conditions

Quarterly Update for Fourth Quarter of Water Year 2022-2023

October 2023

Prepared by Riley Clark, Guillermo Diaz-Moreno, and Tamara Voss

Table of Contents

Introduction.....	3
Precipitation	4
Reservoir Storage.....	5
Streamflow	7
Groundwater Elevations.....	8
180-Foot Aquifer	9
400-Foot Aquifer	10
Deep Aquifers	11
East Side Subarea.....	12
Forebay Subarea.....	13
Upper Valley Subarea	14
Depth to Groundwater vs Groundwater Elevation.....	16

List of Figures

Figure 1: Geographic extent of the area covered by this report and supporting data sources.....	3
Figure 2: Salinas Airport Rainfall for Water Year 2023.....	4
Figure 3: King City Rainfall for Water Year 2023	5
Figure 4: Nacimiento Reservoir Storage	6
Figure 5: San Antonio Reservoir Storage	6
Figure 6: Mean Daily Flow at Selected Stream Gages	7
Figure 7: Groundwater Elevation Trends for the 180-Foot Aquifer	9
Figure 8: Groundwater Elevation Trends in the 400-Foot Aquifer.....	10
Figure 9: Groundwater Elevation Trends in the Deep Aquifers	11
Figure 10: Groundwater Elevation Trends in the East Side Subarea.....	12
Figure 11: Groundwater Elevation Trends in the Forebay Subarea.....	13
Figure 12: Groundwater Elevation Trends in the Upper Valley Subarea	14
Figure 13: One-Year Groundwater Elevation Changes	15
Figure 14: Determining Depth to Groundwater.....	16
Figure 15: Depth to Groundwater in Wells Used for Quarterly Conditions Report, WY 2023.....	17

Introduction

This report covers the July through September 2023, which is the fourth quarter of Water Year 2022-2023 (WY23). It provides a brief overview and discussion of hydrologic conditions in the Salinas Valley including precipitation, reservoir storage, streamflow, and groundwater level trends (Figure 1).

Data for the fourth quarter of Water Year 2022-2023 indicate normal levels of precipitation and reservoir storage is higher than in September 2022 at both Nacimiento and San Antonio Reservoirs. Over the fourth quarter of WY23, groundwater elevations decreased across all monitored subareas and aquifers, however, groundwater elevations are higher in all monitored subareas and aquifers than they were one year ago.

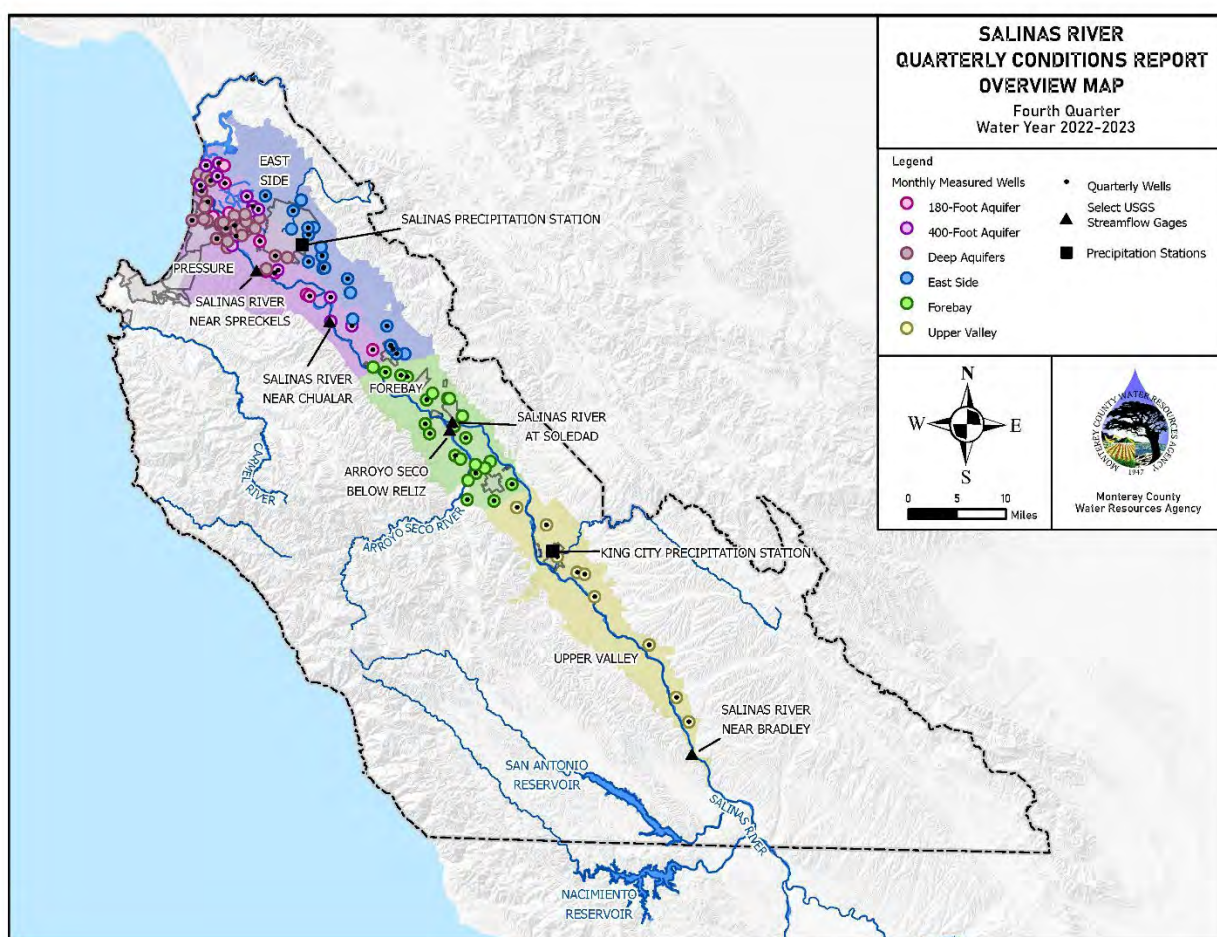


Figure 1: Geographic extent of the area covered by this report and supporting data sources.

Precipitation

Preliminary National Weather Service rainfall data indicates that the fourth quarter of WY23 brought identical to normal rainfall to Salinas and below normal rainfall to King City. Totals for the quarter were 0.09 inches at the Salinas Airport (100% of normal rainfall of 0.09 inches for the quarter) and 0.02 inches in King City (25% of normal rainfall of 0.08 inches for the quarter).

Figure 2 and Figure 3 show monthly and cumulative precipitation data for the current and a “normal” water year, based on long-term monthly precipitation averages, for the Salinas Airport and King City sites, respectively. Included below each graph is a table showing the numeric values for precipitation as well as percent of “normal” precipitation. For the purposes of these graphs, a “normal” water year is the average precipitation over the most recent 30-year period ending in a decade. Currently, the period from 1991 to 2020 is used for this calculation.

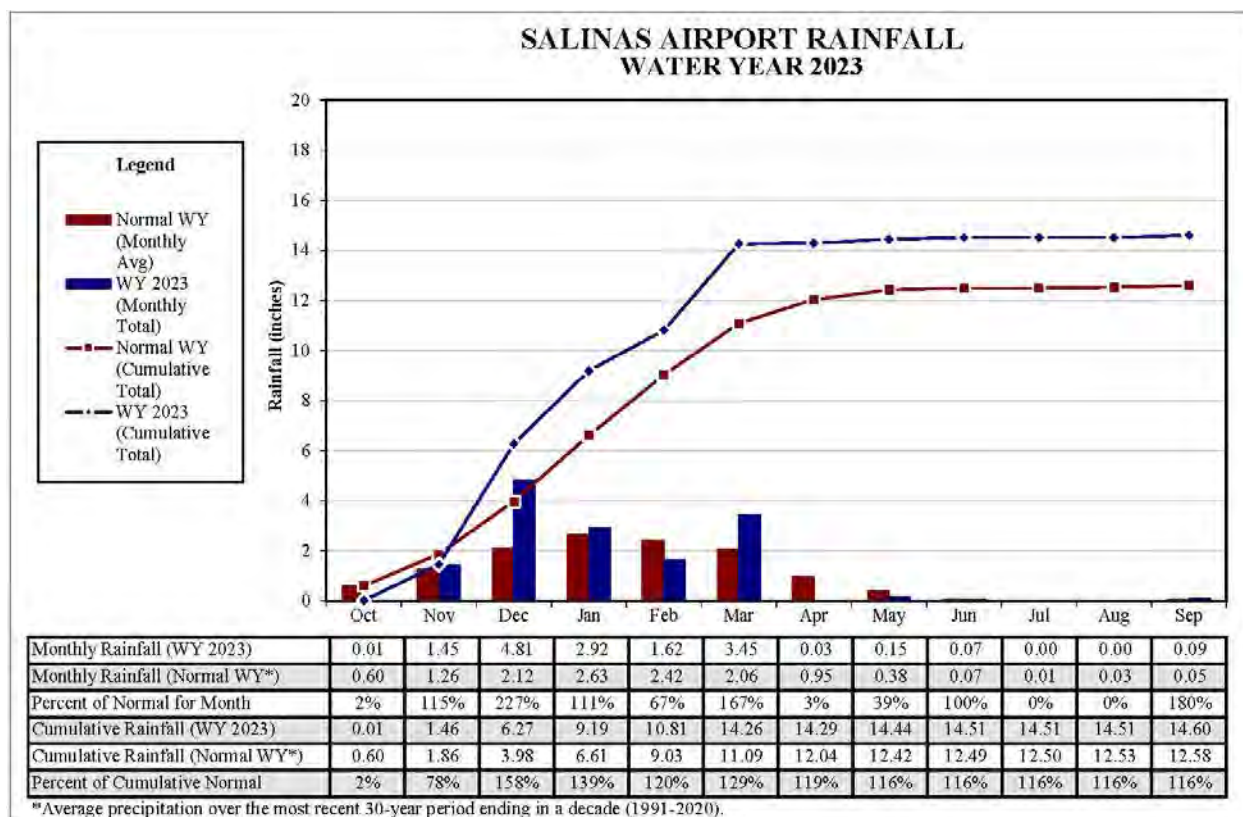


Figure 2: Salinas Airport Rainfall for Water Year 2023

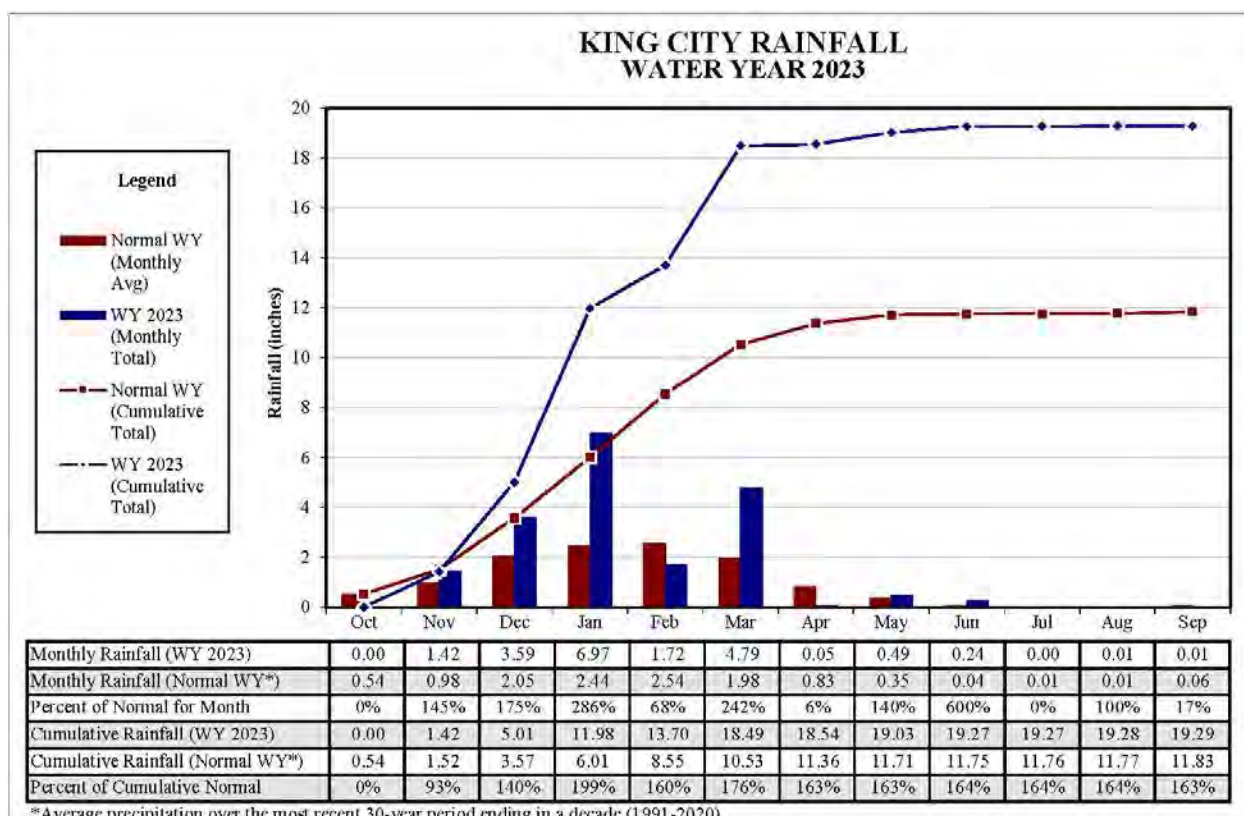


Figure 3: King City Rainfall for Water Year 2023

Reservoir Storage

At the end of the fourth quarter of Water Year 2023, storage at Nacimiento Reservoir was 236,200 acre-feet, which is 165,587 acre-feet higher than in September 2022. Storage in San Antonio Reservoir on September 30, 2023 was 219,500 acre-feet, which is 187,450 acre-feet higher than at the same time in September 2022.

Reservoir	September 30, 2023 (WY23) Storage in acre-feet	September 30, 2022 (WY22) Storage in acre-feet	Difference in acre-feet
Nacimiento	236,200	70,613	165,587
San Antonio	219,550	32,100	187,450

Graphs showing daily reservoir storage for the last five water years along with 30-year average daily storage for comparison are included as Figure 4 and Figure 5.

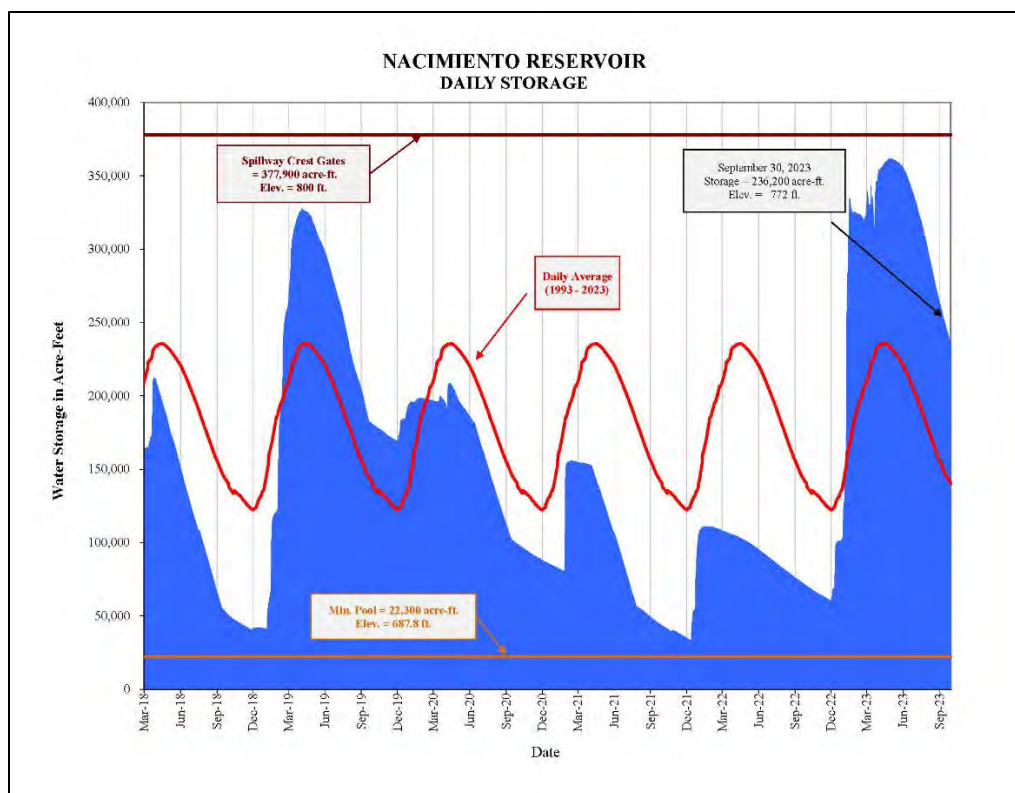


Figure 4: Nacimiento Reservoir Storage

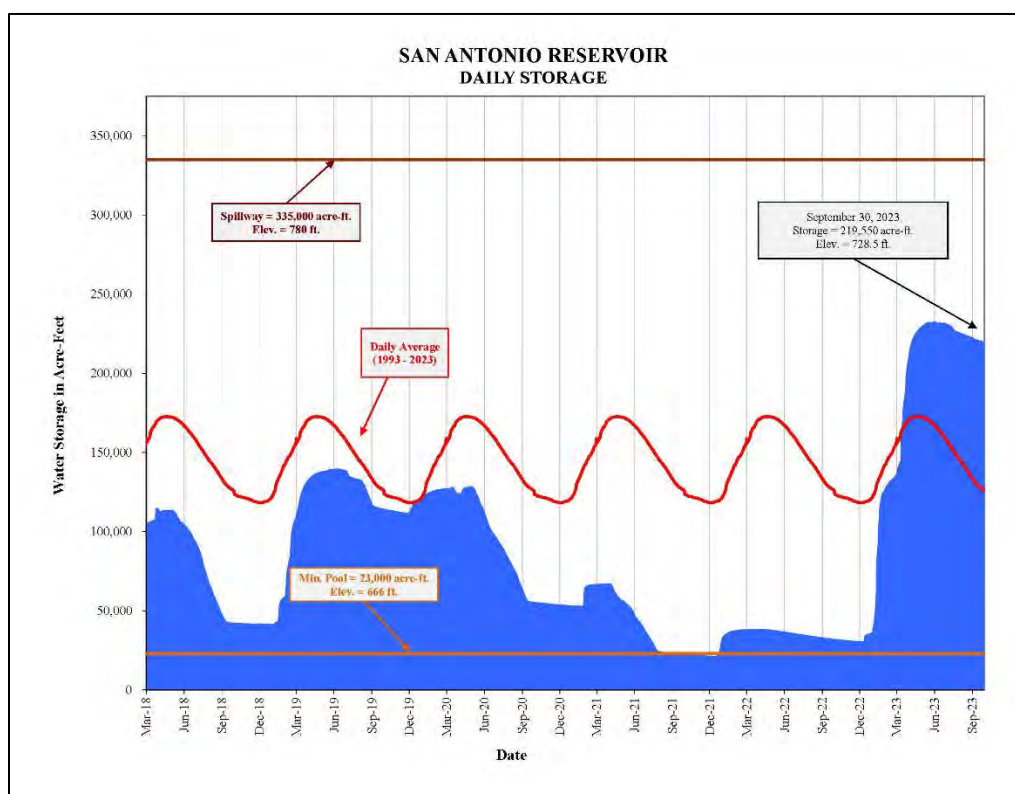


Figure 5: San Antonio Reservoir Storage

Streamflow

The Salinas River is predominately a losing stream meaning streamflow moves from the streambed into the underlying aquifers. The U.S. Geological Survey maintains several streamflow gages throughout the Salinas River watershed that continuously measure discharge or flow in the river (Figure 1). Figure 6 shows mean daily flow, in cubic feet per second, from select gages on the Salinas River and Arroyo Seco for the last five years (WY 2019-2023) and the current water year (WY 2023).

Streamflow recorded during the fourth quarter of WY 2023 was predominantly the result of conservation releases being made from the reservoirs that started in June, as the natural flows from the wet January and March rain events have passed through the system.

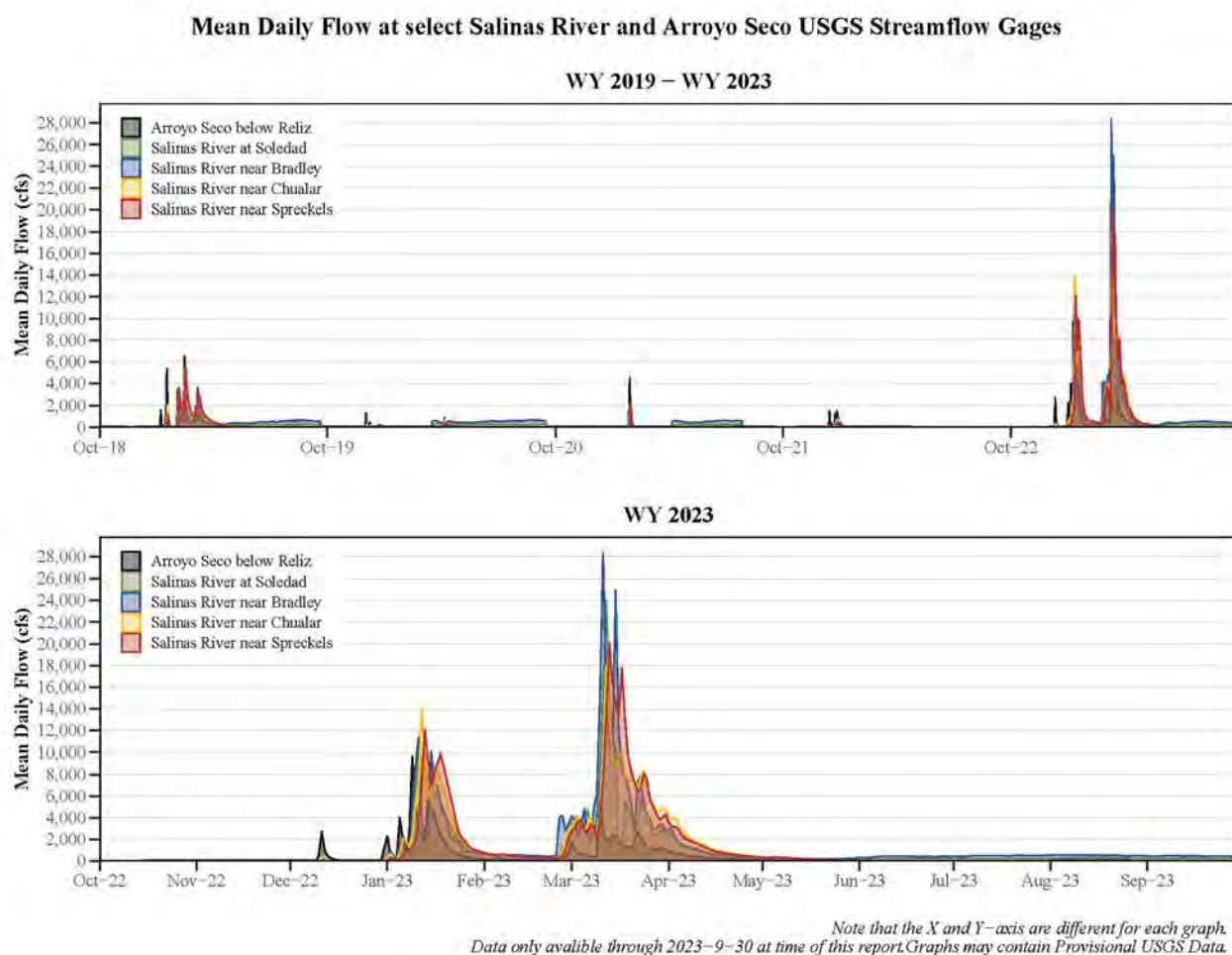


Figure 6: Mean Daily Flow at Selected Stream Gages

Groundwater Elevations

Groundwater elevation data provides insight into how an aquifer or subarea responds to hydrologic conditions over time, such as changes in precipitation and reservoir releases. A one-year comparison can show the short-term effects of a single wet or dry year while a long-term comparison will help provide information on general trends in groundwater storage and demonstrate effects that occur on a longer time scale as surface hydrology interacts with the underlying geology. Subareas or aquifers will respond differently to these hydrologic conditions. For example, groundwater elevations in shallower aquifers may respond more quickly to a wet season while aquifers that are confined, deeper, or more depleted may take longer to show a response to hydrologic conditions.

More than 130 wells are measured monthly throughout the Salinas Valley to monitor seasonal groundwater elevation fluctuations. Data from approximately 50 of these wells are used in the preparation of this report (Figure 1). The measurements are grouped by hydrologic subarea, averaged, and a single value for the wells within each subarea is graphed to compare current groundwater elevations (WY23) with selected past conditions. Graphs for individual subareas, showing the current year's water level conditions, last year's conditions (WY22) and dry conditions (WY15) are found in the following sections.

For comparison to long term conditions, a curve showing monthly water levels averaged over the most recent 30 years (WY1993-WY2022) is included on each graph. The Deep Aquifers graph (Figure 9) does not include a 30-year average because there is not an adequate period of record to make that comparison. Table 1 provides a summary of the groundwater elevation trends for September 2023, with additional detail provided on Figures 7-12.

Table 1: Groundwater Elevation Trends Summary for September 2023				
Subarea/Aquifer	September 2023 Groundwater Elevation (ft-msl)	Change during Fourth Quarter	One Year Change	Difference from 30-Year Average Elevation
180-Foot Aquifer	3 feet	Down 4 feet	Up 11 feet	Up 2 feet
400-Foot Aquifer	-8 feet	Down 1 foot	Up 15 feet	Up 6 feet
Deep Aquifers	-34 feet	Down 6 feet	Up 4 feet	Not applicable
East Side	-27 feet	Down 3 feet	Up 19 feet	Down 3 feet
Forebay	161 feet	Down 4 feet	Up 17 feet	Up 6 feet
Upper Valley	315 feet	Down 2 feet	Up 9 feet	Up 3 feet

180-Foot Aquifer

Over the last quarter, groundwater elevation levels decreased four feet in the 180-Foot Aquifer (Figure 7). Groundwater elevations have increased eleven feet compared to September 2022 and are two feet above the 30-year average.

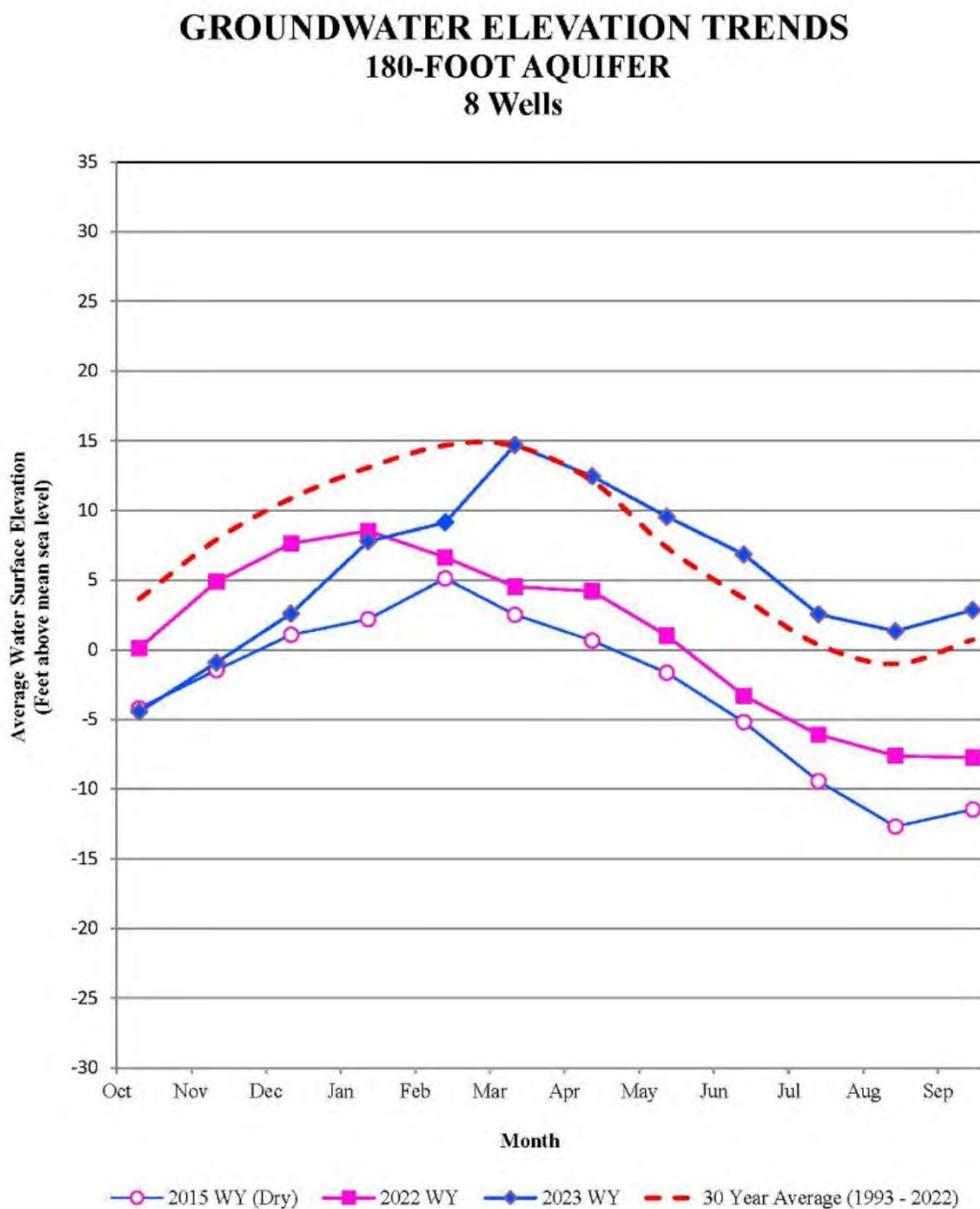


Figure 7: Groundwater Elevation Trends for the 180-Foot Aquifer

400-Foot Aquifer

Over the last quarter, groundwater elevation levels decreased one foot in the 400- Foot Aquifer (Figure 8). Groundwater levels are up fifteen feet compared to September 2022 and up six feet from the 30-year average.

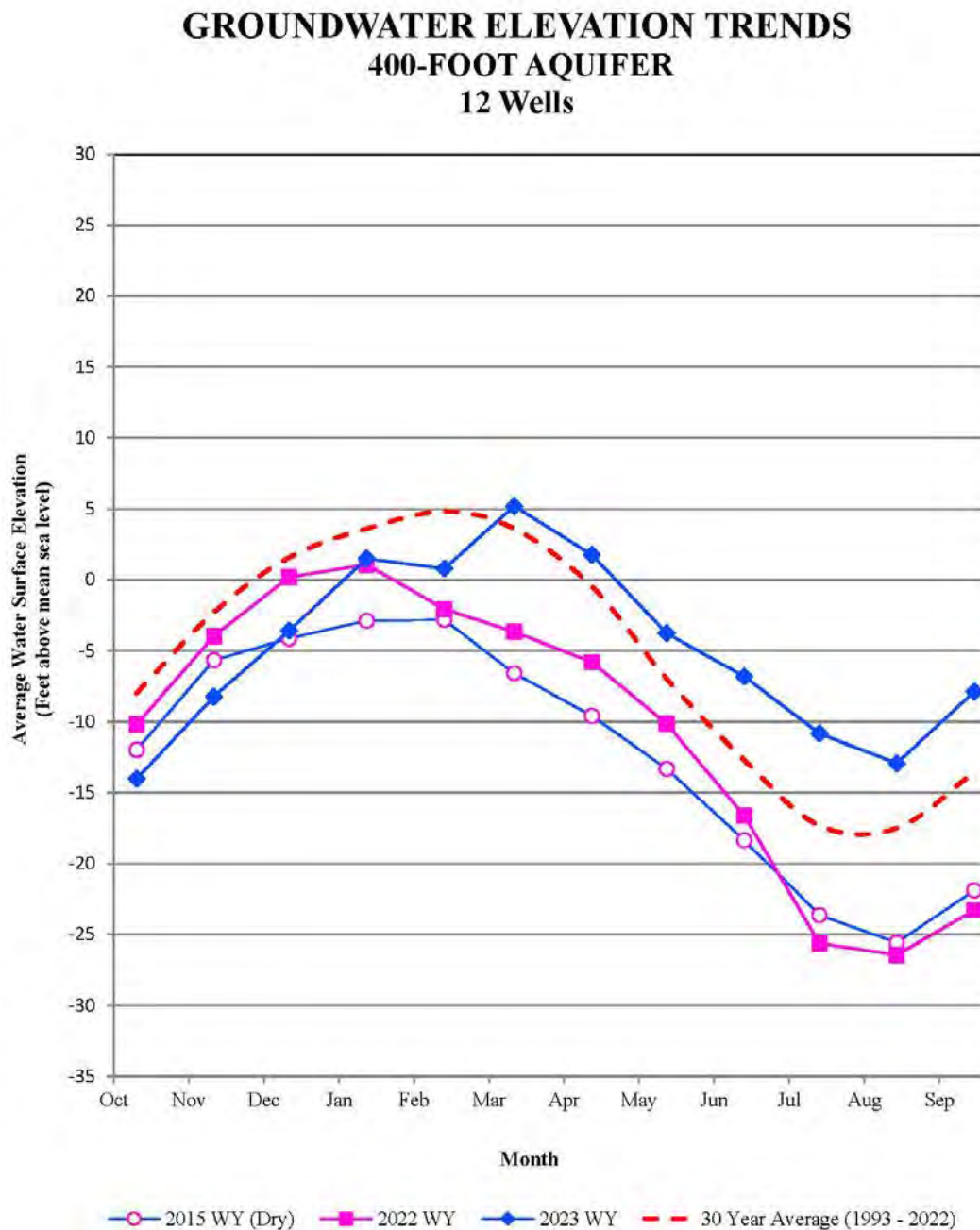


Figure 8: Groundwater Elevation Trends in the 400-Foot Aquifer

Deep Aquifers

Over the last quarter, groundwater elevations decreased six feet in the Deep Aquifers (Figure 9). Groundwater elevation levels are up four feet compared to September 2022. Given the shorter period of record in the wells used for the Deep Aquifers, a 30-year average cannot be calculated. To represent the long-term trends in the Deep Aquifers, Figure 9 also includes a 30-year time series graph with groundwater elevation level data from the eleven wells to show the seasonal and long-term trends in these wells.

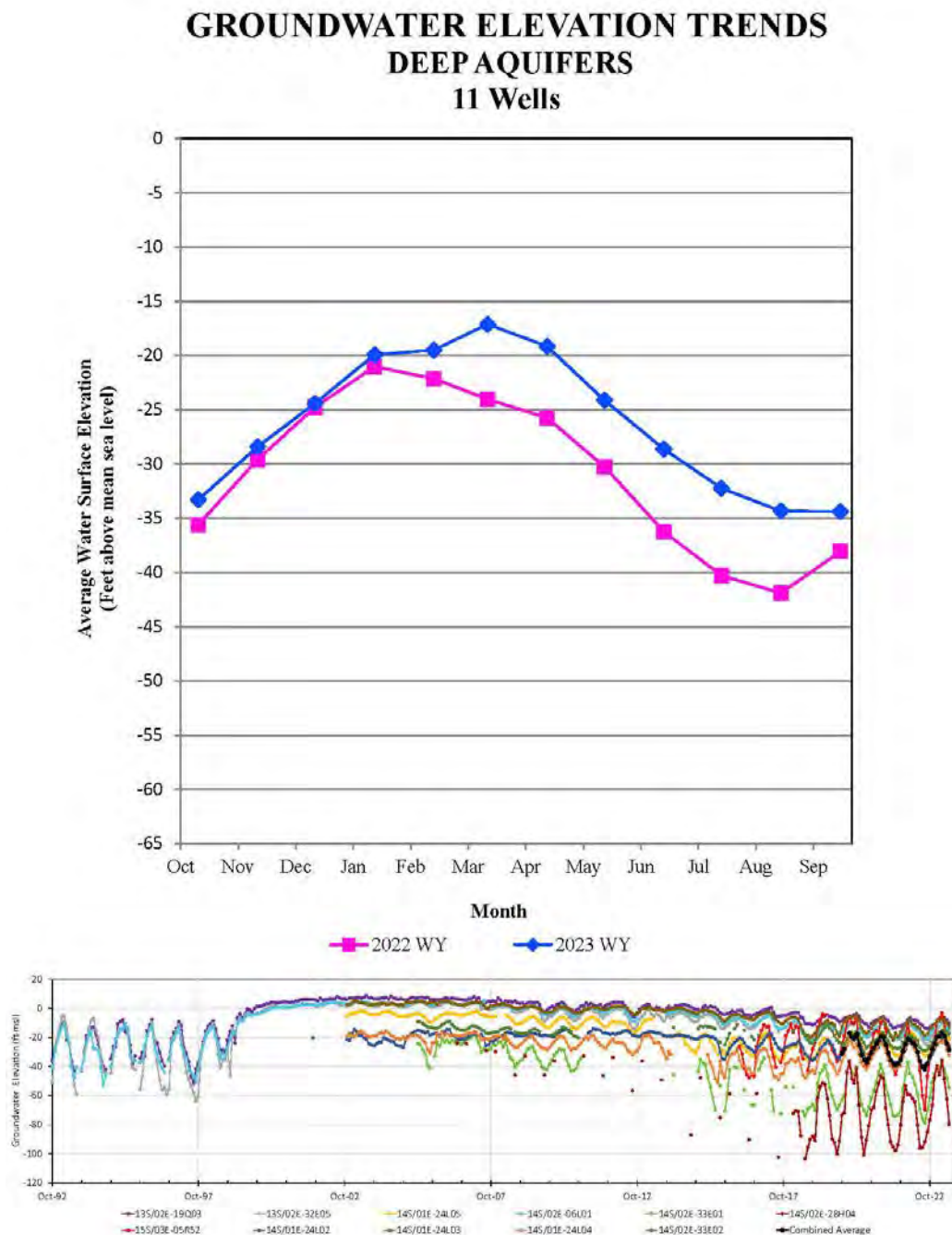


Figure 9: Groundwater Elevation Trends in the Deep Aquifers

East Side Subarea

East Side groundwater elevation levels decreased two feet over the last quarter (Figure 10). Groundwater elevation levels are up nineteen feet from September 2022 levels and down three feet from the 30-year average.

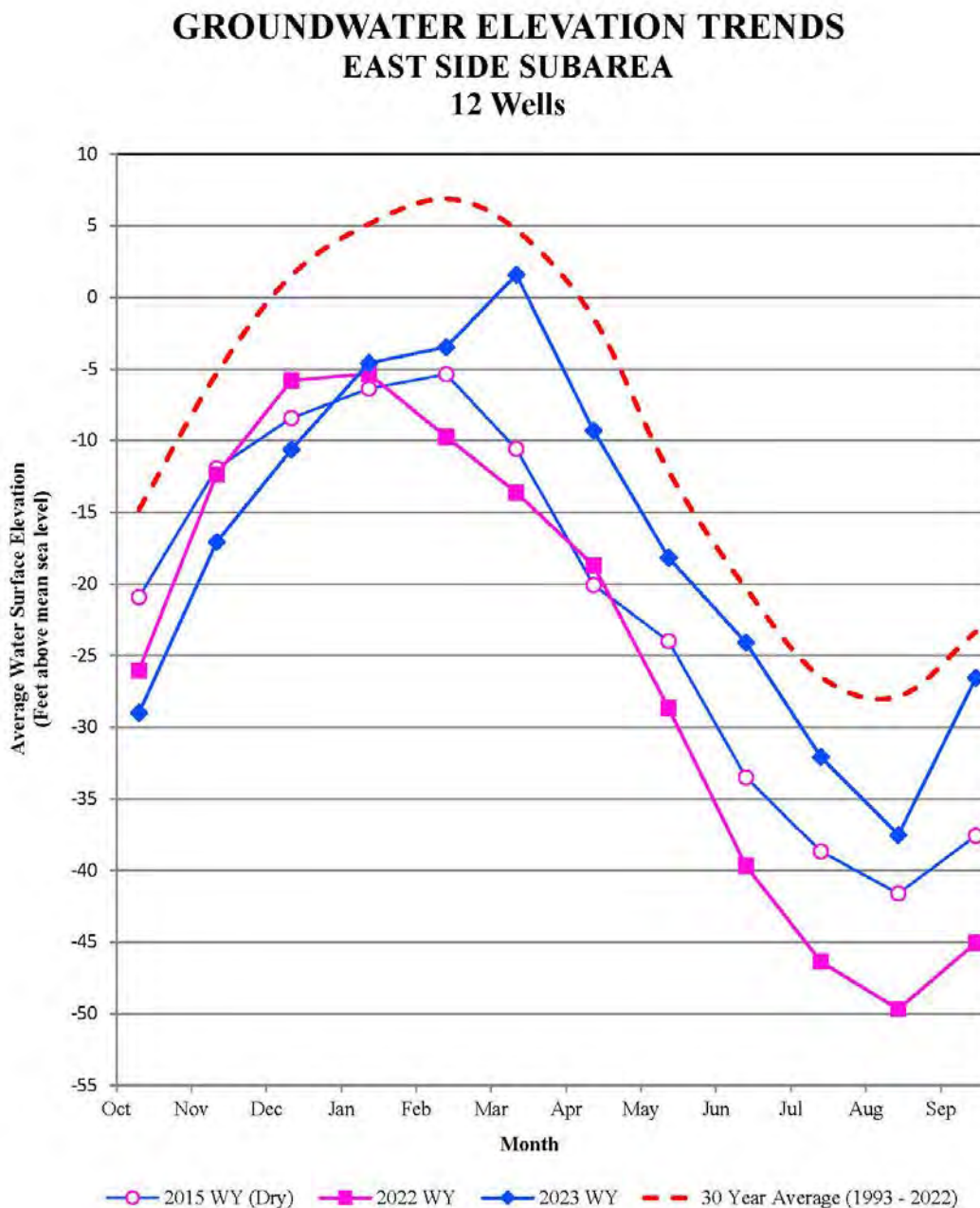


Figure 10: Groundwater Elevation Trends in the East Side Subarea

Forebay Subarea

Over the last quarter, groundwater elevation levels have decreased four feet in the Forebay (Figure 11). Groundwater elevation levels are up seventeen feet from September 2022 levels and are up six feet from the 30-year average.

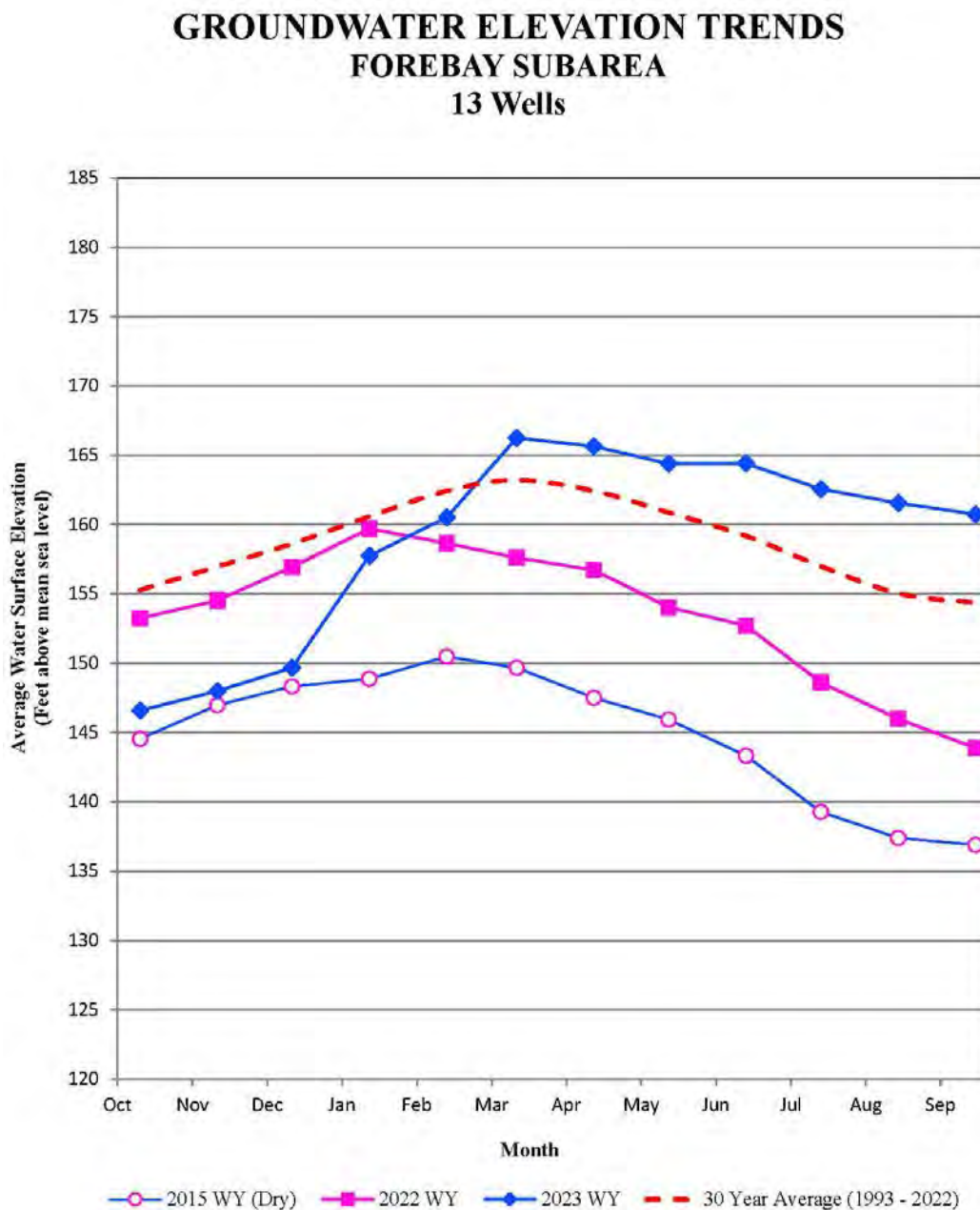


Figure 11: Groundwater Elevation Trends in the Forebay Subarea

Upper Valley Subarea

Upper Valley groundwater elevation levels have decreased two feet over the last quarter (Figure 12). Groundwater elevation levels are up nine feet from September 2022 levels and up three feet from the 30-year average.

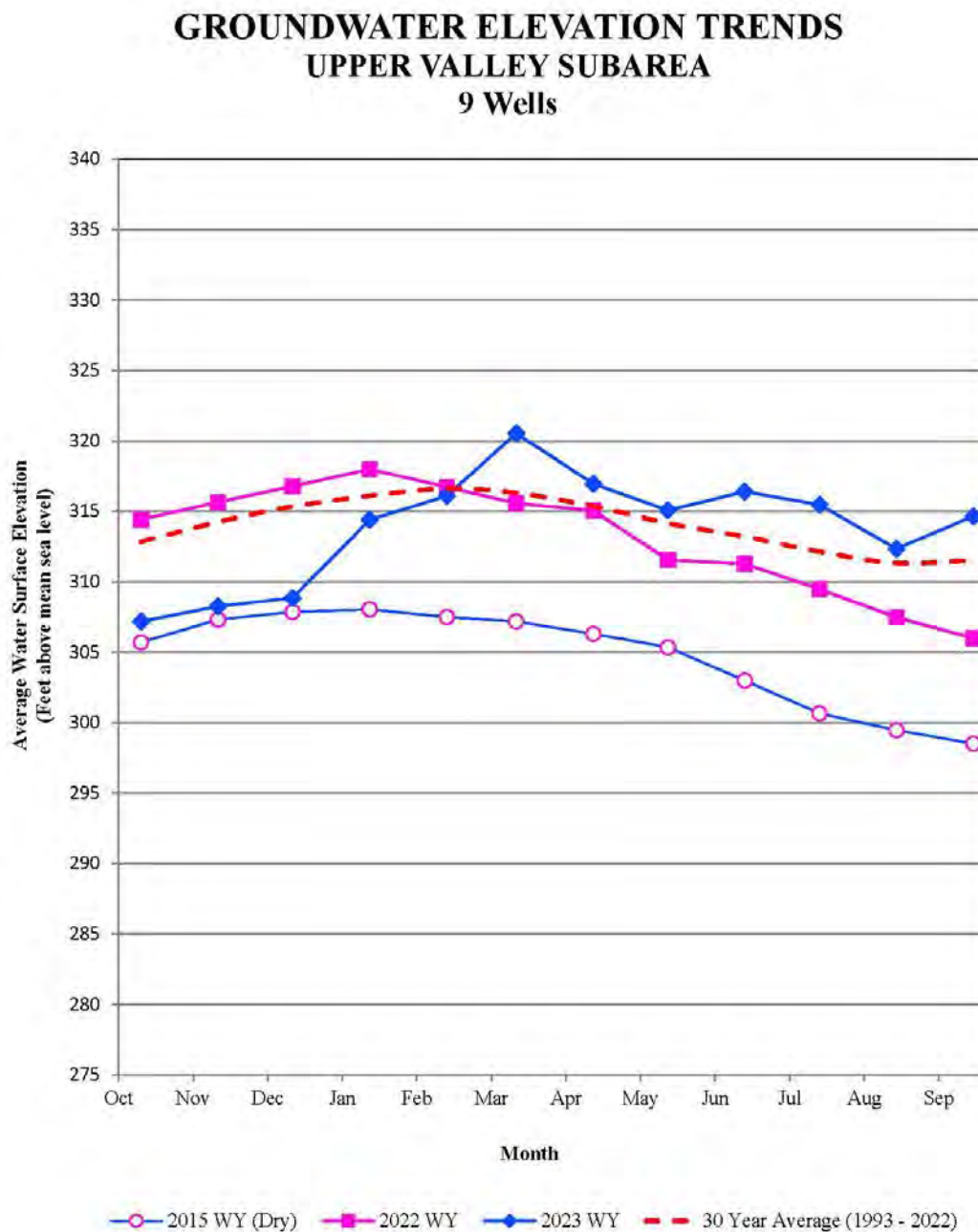


Figure 12: Groundwater Elevation Trends in the Upper Valley Subarea

Figure 13 shows the spatial distribution of changes in groundwater elevation levels from September 2022 to September 2023. Over the last Water Year, all hydrologic subareas experienced increasing groundwater elevations with the exception of the Deep Aquifers, which primarily experienced no significant change in groundwater elevations.

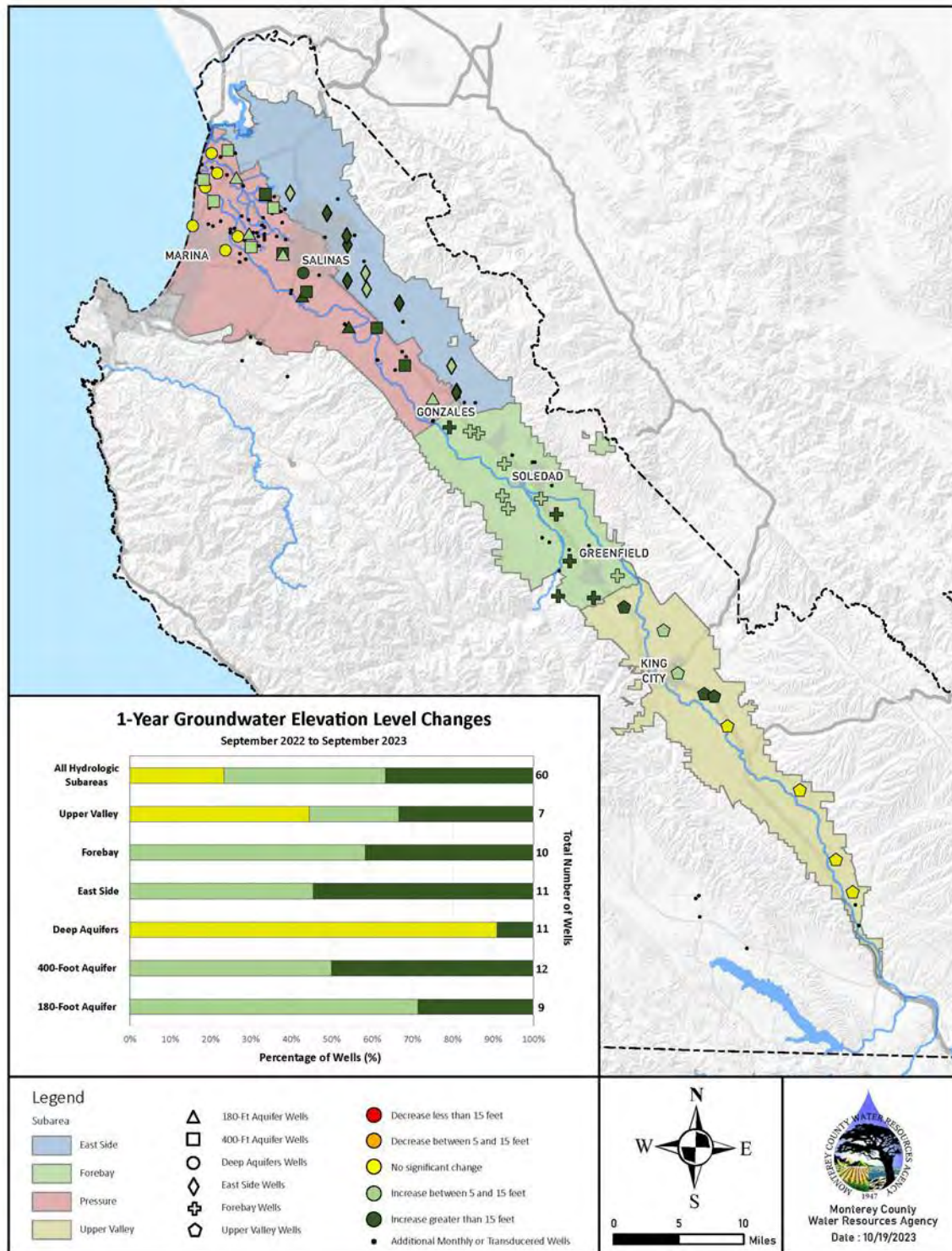


Figure 13: One-Year Groundwater Elevation Changes

Depth to Groundwater vs Groundwater Elevation

Most of the figures in this report use groundwater elevation as a means of describing where groundwater was observed in a well. However, Figure 14 shows the monthly depth to groundwater measured in each well, which is an alternative approach to representing the same type of data.¹ The depth to groundwater is measured from a reference point that is unique to each well. Groundwater elevation is calculated from the measured depth to groundwater using the reference point elevation and ground surface elevation.

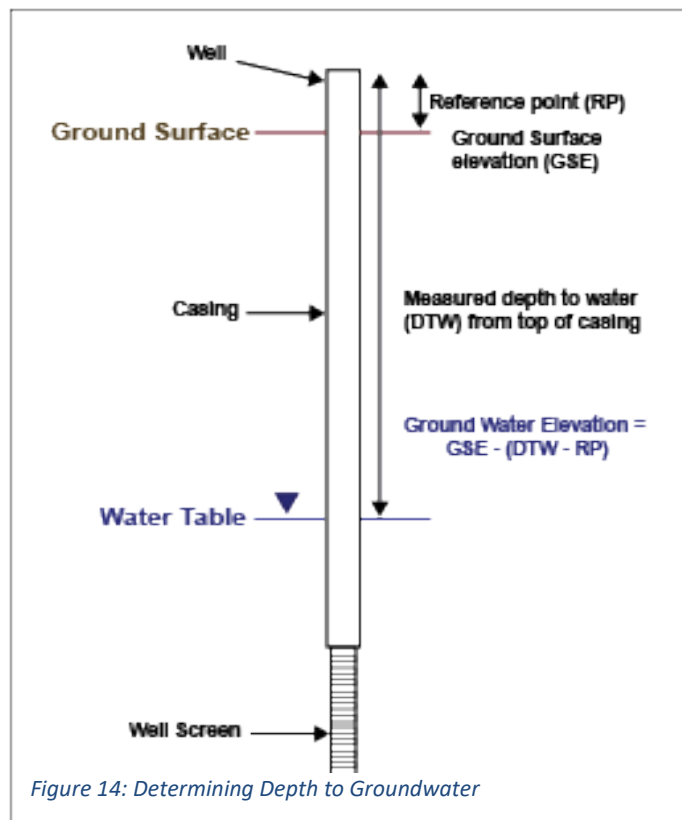
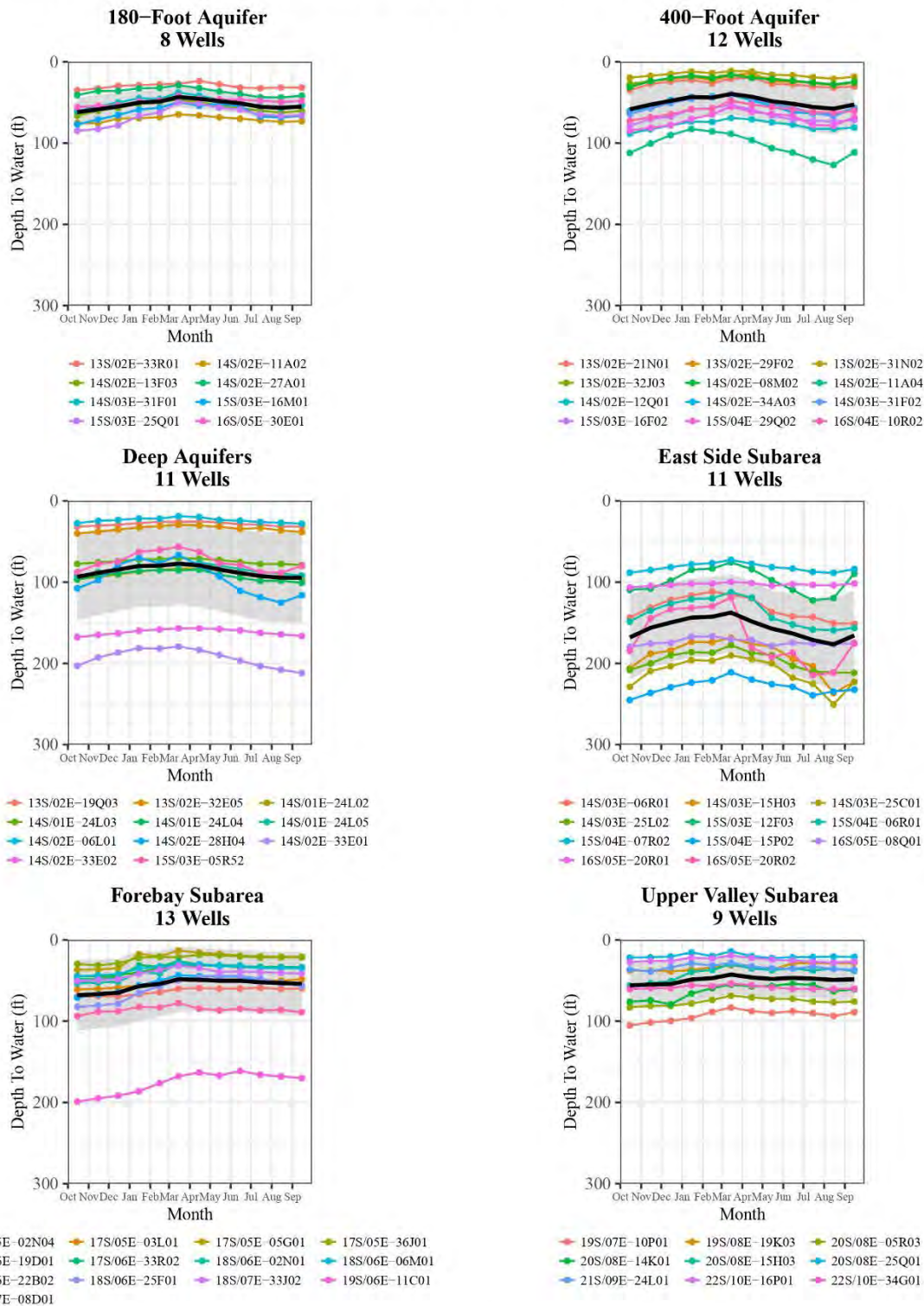


Figure 15 shows the depth to groundwater that was measured in each of the wells, within a given subarea, that is used for developing this quarterly water conditions report. As shown on Figure 15, there is a range of depth to water values within each subarea with some, like the East Side Subarea, having a wider range of measured values than others, like the 180-Foot Aquifer. The black line on each of the subarea graphs in Figure 15 is the average depth to groundwater for each set of wells. This value is converted from “depth to groundwater” to “groundwater elevation” and graphed as the “2023 WY” line on each of the preceding subarea-specific graphs (Figures 7-12).

¹ Figure 14 is modified from the Idaho Department of Environmental Quality.

Depth to Groundwater in Quarterly Conditions Report Wells, WY 2023



Depth to Water is measured in feet below a standard reference point at each well. This may be close to, but not always equal to, the ground surface. The black line on each graph shows the average depth to water for each set of wells. The grey shaded area shows the standard deviation.

Figure 15: Depth to Groundwater in Wells Used for Quarterly Conditions Report, WY 2023



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 23-156

November 20, 2023

Introduced: 11/9/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Reservoir Storage Release Update. (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 October 16, 2023, San Antonio Reservoir has a water surface elevation of approximately 754.8 feet (NGVD 29), with 214,760 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 766.75 feet, with 213,725 acre-feet of water in storage. San Antonio Reservoir is currently at 64% of storage capacity and Nacimiento Reservoir is at 57% of capacity.

RESERVOIR RELEASES: Conservation releases from Nacimiento Reservoir and pumping at the Salinas River Diversion Facility (SRDF) began in early May with releases gradually increasing through August to provide for aquifer recharge and to meet SRDF demands. As demands began to decrease in early September, releases were gradually reduced. Conservation releases were curtailed for the season on October 27th. Since then, minimum releases are being made to support fish habitat downstream of both dams.

The Salinas Lagoon closed to the ocean on September 22.

Releases as of November 8, 2023:

- 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:

- Salinas River near Bradley: 161 cfs
- Salinas River at Soledad: 47 cfs
- Salinas River near Chualar: 0 cfs
- Salinas River near Spreckels: 0 cfs

Prepared by: Peter Kwiek, Associate Hydrologist (831) 755-4860



County of Monterey

Item No.13

Board Report

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

Legistar File Number: WRAG 23-162

November 20, 2023

Introduced: 11/16/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

1. Letter dated November 15, 2023 to LTC Timothy W. Shebesta, District Commander and Engineer, from Mark Strudley, PRFMA Executive Director and Ara Azhderian, General Manager Monterey County Water Resources Agency RE: Pajaro River Federal Levee Project Left Bank Breach Repair Status
2. Letter dated November 8, 2023 to Ara Azhderian, General Manager, Monterey County Water Resources Agency from Eric N. Robinson, Kronick Moskowitz Tiedemann & Girard RE: Comments on Scope of Task 2 Work Plan for Salinas River Historical Benefits Analysis
3. Letter dated October 18, 2023 Planning Committee, Monterey County Water Resources Agency, from Christopher R. Guillen, Brownstein Hyatt Farber Schreck, LLP RE: WRA Planning Committee October 18, 2023 Meeting- Agenda Item No. 3, Progress Report on the 2023 Historical Benefits Analysis



701 Ocean Street, Rm. 410
Santa Cruz, CA 95060
(831) 454-2807

1441 Schilling Place, North Building
Salinas, CA 93901
(831)755-4860



November 15, 2023

LTC Timothy W. Shebesta
District Commander and Engineer
U.S. Army Corps of Engineers, San Francisco District
450 Golden Gate Avenue, 4th Floor, Room 1111
San Francisco, California 94102-3404

Re: Pajaro River Federal Levee Project Left Bank Breach Repair Status

Dear LTC Shebesta:

On November 9, 2023, the Monterey County Water Resources Agency (MCWRA) and the Pajaro Regional Flood Management Agency (PRFMA), as the non-federal sponsors, received a meeting request from the U.S. Army Corps of Engineers (USACE), Public Law 84-99 Program staff, to extend the work period for the remaining two critical breach sites on the Pajaro Levee Left Bank. This request is of utmost concern to the non-federal sponsors as a delay in the PL 84-99 authorized repairs could cause significant harm to the community and increase the projects cost.

The MCWRA and PRFMA have been actively involved in the support of these levee repairs. The USACE contractor, SEA Construction, after completing work at Site #1, mobilized to Site #3 during the first week of October and has not completed the first phase of the project, which is to dewater the site. This is very concerning to the non-federal sponsors since this significant delay may cause the project to not be completed by the deadline of December 31, 2023. This concern is re-affirmed with the correspondence received from USACE on Nov. 9 for an extension until next fall. The local consequences of delay are significant, such as increased costs to extend the right of entry to the site as well as a high likelihood of increased private property damage. The MCWRA and PRFMA urge immediate solutions to resolving any contractor issues at the site.

The Pajaro County Sanitation District (PCSD), a County-dependent District, completed their sewer force main relocation project at Site #2 during the last week of September, but the levee repair at this site has not been put out to bid. MCWRA and PRFMA urge USACE to bid this critical repair immediately and ensure that a contractor different than SEA Construction is selected, in order to have the work completed concurrently with Site #3 and before December 31, 2023. Further delay at this site could have grave consequences to the community and expose the non-federal sponsor to additional, avoidable cost and risk.

Both MCWRA and PRFMA greatly appreciate the USACE's good and diligent work to address the Pajaro Levee Left Bank repairs and respectfully request immediate attention to meet the critical need to expedite the remaining repairs ahead of the coming winter flows. We stand ready to help and look forward to continued coordination on these critical repair projects.


If you have any questions or comments please contact PRFMA Executive Director, Mark Strudley, at (831) 535-3788 or mark.strudley@prfma.org, or MCWRA General Manager, Ara Azhderian, at (831) 755-4860 or AzhderianA@co.monterey.ca.us.

Sincerely,



MARK STRUDLEY

Executive Director, PRFMA



ARA AZHDERIAN

General Manager, MCWRA

ERIC N. ROBINSON
erobinson@kmtg.com

November 8, 2023

VIA ELECTRONIC MAIL

Ara Azhderian, General Manager
Monterey County Water Resources Agency
1441 Schilling Place
Salinas, CA 93901
E-Mail: AzhderianA@co.monterey.ca.us

Re: Comments on Scope of Task 2 Work Plan for Salinas River Historical Benefits Analysis

Dear Mr. Azhderian:

Our firm represents the Salinas Valley Water Coalition (“Coalition”) and submits this letter in response to an October 18, 2023, letter submitted by the Salinas Basin Water Alliance’s (“SBWA”) law firm in response to the proposed Task 2 Work Plan to update the Monterey County Water Resources Agency’s (“Agency”) Salinas River Historical Benefits Analysis (“HBA”). A copy of the October 18, 2023 letter is enclosed herein.

A July 19, 2023, Technical Memorandum from West Yost to the Agency presents the Task 2 Work Plan for updating the Agency’s 1998 HBA to evaluate the special flood control and water supply benefits provided by operation of Nacimiento and San Antonio reservoirs. The HBA Update would consider operation of the Salinas Valley Water Project (“SVWP”) and its Salinas River Diversion Facility (“SRDF”), which in 2010 started supplying reservoir water to the Castroville Seawater Intrusion Project (“CSIP”) to augment the recycled water already being supplied for use in lieu of groundwater pumping near the seawater intrusion front located in the 180/400-Foot Aquifer.

The Coalition supports updating the original 1998 HBA and looks forward to reviewing and commenting on the draft update when it becomes available.

Meanwhile, the SBWA’s October 18, 2023, letter makes certain confusing or erroneous allegations that seem to aim at using the Agency’s upcoming HBA update to further the SBWA’s objective to avoid or minimize their members’ responsibility for causing and solving the 180/400-Foot Aquifer’s seawater intrusion problem.

The first confusing or erroneous allegation is the SBWA’s claim that the HBA update’s technical “work plan must be updated to ensure changes in the regulatory environment in the Salinas Valley are considered in the HBAU,” or HBA update. The problem with the SBWA’s claim is that HBA is about physical conditions affected by reservoir operations, including water storage and release operations that provide special benefits of flood protection and groundwater recharge. Nothing about the Agency’s evaluation of the physical extents and degrees of flood-protection and groundwater-recharge benefits

under actual historical hydrology with and without reservoir operations is driven by the regulatory environment, by which the SBWA says it means implementation of the Sustainable Groundwater Management Act (“SGMA”). Pursuant to SGMA, the California Department of Water Resources (“DWR”) has reviewed and approved the Groundwater Sustainability Plans (“GSPs”) approved by the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) as follows:

- The 180/400-Foot Aquifer (aka Pressure Subarea) is designated by DWR as “high priority” and being in “Critical Overdraft,” and DWR approved the SVBGSA’s 180/400-Foot Aquifer GSP, which finds “[t]he 180/400-Foot Aquifer Subbasin has historically been in overdraft and it is projected to still be in overdraft throughout the GSP planning horizon unless projects and management actions bring extraction in line with the sustainable yield.” (180/400-Foot Aquifer GSP at ES-15.¹)
- The East Side Aquifer is designated by DWR as “medium priority,” and DWR approved the SVBGSA’s East Side GSP, which finds “[t]he Eastside Subbasin has historically been in overdraft and it is projected to still be in overdraft throughout the GSP planning horizon unless projects and management actions bring extraction in line with the sustainable yield. (East Side Aquifer GSP at ES-13.²)
- The Forebay Aquifer is designated by DWR as “medium priority,” and DWR approved the SVBGSA’s Forebay GSP, which finds “[t]he Forebay Subbasin has not historically been in overdraft” and “**mitigation of overdraft is not needed at this time.**” (Forebay GSP at ES-15.³) [emphasis added]
- The Upper Valley Aquifer is designated by DWR as “medium priority,” and DWR approved the SVBGSA’s Upper Valley GSP, which finds “[t]he Upper Valley Subbasin has not historically been in overdraft” and “**mitigation of overdraft is not needed at this time.**” (Upper Valley GSP at ES-12.⁴) [emphasis added]

None of those GSP findings should affect how the Agency’s HBA update identifies the historic benefits of reservoir operations with respect to flood protection and groundwater recharge.

The second confusing or erroneous allegation is the SBWA’s claim that the HBA update should account for the economic costs arising from overpumping in the 180/400-Foot Aquifer that has driven down groundwater levels adjacent to Monterey Bay, caused seawater to intrude from the Bay, and increased the energy cost of lifting groundwater from wells mining the so-called Deep Aquifer that lies beneath the 180/400-Foot Aquifer. The SBWA alleges “disproportionate allocation” of reservoir benefits, but the real

¹ The 180/400-Foot Aquifer GSP is available at: <https://svbgsa.org/wp-content/uploads/2022/09/180400-2022-GSP-09292022.pdf> (last accessed November 7, 2023).

² The East Side Aquifer GSP is available at <https://svbgsa.org/wp-content/uploads/2022/04/Eastside-Whole-GSP-Report-Only-20220414.pdf> (last accessed November 7, 2023).

³ The Forebay GSP is available at https://svbgsa.org/wp-content/uploads/2022/04/Whole_GSP_Forebay_Report-Text-only-20220414.pdf (last accessed November 7, 2023).

⁴ The Upper Valley GSP is available at <https://svbgsa.org/wp-content/uploads/2022/04/Upper-Valley-Whole-GSP-Report-Only-20220414.pdf> (last accessed November 7, 2023).

disproportionate allocation is all the pumping from the 180/400-Foot Aquifer adjacent to Monterey Bay, while certain landowner wells in the CSIP service area continue pumping next to Monterey Bay.

The third confusing or erroneous allegation is the SBWA's claim that the Agency is engaged in a "disproportionate allocation of the benefits of the Reservoirs' water supply" That claim seems to arise from a SBWA contention that agricultural groundwater use in the South (i.e., Upper Valley and Forebay) has disproportionately expanded compared to use in the North (i.e., 180/400-Foot Aquifer and East Side) since the Agency published the original HBA in 1998. That is untrue.

In fact, agricultural groundwater use in the northern subareas directly adjacent to Monterey Bay and the seawater intrusion problem has increased significantly more than increased use in the southern subareas farthest from the seawater intrusion problem. **Since the HBA was published in 1998:**

- **Agricultural water use in the North's** 180/400-Foot Aquifer (aka Pressure Subarea) and East Side **increased by nearly 16 percent.**⁵
- **Agricultural water use in the South's** Upper Valley and Forebay **increased by little more than 9 percent.**⁶

If there is any "disproportionate allocation," it is the increased agricultural pumping in the North's 180/400-Foot Aquifer (aka Pressure Subarea) and East Side — adjacent to Monterey Bay and the seawater intrusion problem.

That follows a long historic pattern of increased pumping and falling groundwater elevations in the 180/400-Foot and East Side aquifers, while groundwater elevations in the Upper Valley and Forebay remain stable — as they were before the Agency built and started operating Nacimiento and San Antonio reservoirs in 1957 and 1967 respectively.

In 1946, before the reservoirs, the California Department of Public Works, Division of Water Resources, published Bulletin 52-B presenting the Salinas Basin Investigation.⁷ Bulletin 52-B described groundwater levels in the Upper Valley and Forebay as fluctuating upwards within a narrow band of elevation, compared to a clear trend of falling groundwater levels in the Pressure and East Side. (Bulletin 52-B at p. 21 [describing "Underground Hydrology" and "Fluctuations in Water Levels"].) Bulletin 52-B also analyzed "Overdrafts" before the Agency's reservoirs were built and started operating, finding:

⁵ See Agency 1998 Groundwater Extraction Summary Report at <https://www.co.monterey.ca.us/home/showpublisheddocument/19452/636229362761130000> (reporting 1998 Pressure agricultural pumping was 85,184 AF and East Side was 74,148 AF, while Upper Valley was 122,377 AF and Forebay was 117,812 AF); see Agency 2022 Groundwater Extraction Summary Report at <https://www.co.monterey.ca.us/home/showpublisheddocument/125881/638308124679230000> (reporting 2022 Pressure agricultural pumping was 106,493 AF and East Side was 77,731 AF, while Upper Valley was 106,493 AF and Forebay was 125,341) (both last accessed November 6, 2023).

⁶ *Ibid.*

⁷ Available at: https://h8b186.p3cdn2.secureserver.net/wp-content/uploads/2018/06/Bulletin_52-B_1946.pdf (last accessed November 7, 2023).

The only overdrafts on ground water in the Salinas Valley are in the East Side and Pressure Areas. There is no present shortage of ground water in the remainder of the basin and no threat of deficiency under probable ultimate development.

(Bulletin 52-B at p. 23.) Thus, the SBWA's letter erroneously claims a "data gap" on long-term trends of sustainability in the Upper Valley and Forebay and overdraft in the Pressure and East Side subareas, but the only bonafide data gap is the SBWA's lack of evidence showing the contrary.

In conclusion, the Coalition supports the Agency's updating the 1998 HBA, respectfully requests that the Agency disregard the SBWA's erroneous and confusing comments on the Agency's HBA update work plan, and looks forward to reviewing and commenting on the Agency's draft HBA update report when it becomes available.

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation



ERIC N. ROBINSON

ENR

cc: Kelly Donlon, Monterey County Counsel Office (donlonkl@co.monterey.ca.us)
Les Girard, Monterey County Counsel Office (GirardLJ@monterey.ca.us)
Piret Harmon, SVBGSA General Manager (harmonp@svbgsa.org)
Emily Gardner, SVBGSA Deputy General Manager (gardnere@svbgsa.org)
Sara Hardgrave, SVBGSA Deputy General Manager (hardgraves@svbgsa.org)
Nancy Isakson, President, Salinas Valley Water Coalition (nisakson@mbay.net)

October 18, 2023

Christopher R. Guillen
Attorney at Law
805.882.1452 direct
cguillen@bhfs.com

VIA E-MAIL: WRAPUBLICCOMMENT@CO.MONTEREY.CA.US

Planning Committee
Monterey County Water Resources Agency
c/o Alice Henault
1441 Schilling Pl.
Salinas, California 93901

RE: WRA Planning Committee October 18, 2023 Meeting—Agenda Item No. 3, Progress Report on the 2023 Historical Benefits Analysis

Dear Chair Sullivan and Members of the Planning Committee:

I submit these comments on behalf of the Salinas Basin Water Alliance (“Alliance”), a California nonprofit mutual benefit corporation formed to preserve the viability of the County’s agricultural community in the Salinas Valley. These comments address the July 19, 2023 Scope of Work Task 2 Work Plan (“Work Plan”) for the Historical Benefits Analysis Update (“HBAU”), prepared for the Water Resources Agency (“WRA”) by West Yost.

The Alliance is supportive of the WRA’s efforts to prepare the HBAU and looks forward to commenting on the draft later this year. The Alliance generally agrees with the approach proposed in the Work Plan for updating the HBA. However, the Alliance requests that the Work Plan be modified to ensure the changes in the regulatory environment in the Salinas Valley are considered in the HBAU.

In particular, the Salinas Valley groundwater basins are now subject to the Sustainable Groundwater Management Act (“SGMA”), and each is now operating under an approved Groundwater Sustainability Plan (“GSP”). In the Forebay and Upper Valley GSPs, the Salinas Valley Basin Groundwater Sustainability Agency (“GSA”) found that those subbasins have “historically not been considered in overdraft”—which the Alliance contests, as explained in its numerous comments letters to the GSA. However, the GSPs do not consider why that conclusion was reached—specifically, the extent to which the operation of the San Antonio and Nacimiento Reservoirs augments water supply. Indeed, before the Reservoirs were constructed, groundwater levels were generally falling in the Upper Valley and Forebay. The HBAU should address that data gap.

This changed regulatory environment will have direct impacts on the benefits associated with the Reservoirs and other water supply projects in the Valley. For example, the GSA's finding that the Forebay and Upper Valley GSPs are "not in overdraft" could cause the GSA to delay or fail to implement projects and management actions required to achieve sustainable groundwater management throughout its jurisdiction—the Basin. In turn, this could lead to decreased fees/taxes associated with regulatory and capital improvement costs, and increased fees/taxes for stakeholders in other subbasins in the Valley. This disproportionate allocation of the benefits of the Reservoirs' water supply will only exacerbate the disparity in costs associated with SGMA implementation over time. As an example, landowners in the 180/400-Foot Aquifer Subbasin have already incurred pumping and drilling costs related to the need for deeper wells, while landowners in the Upper Valley and Forebay have had comparatively fewer incurred costs related to lowered water levels. These economic considerations should be accounted for in the HBAU.

Additionally, the HBAU should consider the economic benefits associated with the increased water supply made available by operation of the Reservoirs in the Upper Valley and Forebay, including the expansion of irrigated acreage and crop types. This economic benefit must be considered in the HBAU.

We look forward to assessing the outcome of the HBAU and reviewing the final report. The Alliance encourages the WRA to include in the HBAU assessment of potential benefits to all SVGB subbasins related to SGMA compliance and economic benefits/costs related thereto.

Sincerely,



Christopher R. Guillen

26176317.2

**CONTRACT BETWEEN THE PAJARO REGIONAL
FLOOD MANAGEMENT AGENCY AND THE MONTEREY
COUNTY WATER RESOURCES AGENCY FOR THE
PROVISION OF MAINTENANCE AND REPAIR SERVICES**

This contract for the provision of maintenance and repair services (the “Agreement”) is entered into on this 12th day of July 2023 by and between the Pajaro Regional Flood Management Agency, a joint powers agency (“PRFMA”), and the Monterey County Water Resources Agency, established in 1990 by special act of the state legislature codified at Water Code Appendix Chapter 52 (“MCWRA”) (collectively, the “Parties”).

WHEREAS, the County of Santa Cruz, the County of Monterey, the City of Watsonville, MCWRA, and Santa Cruz County Flood Control and Water Conservation District entered into a Joint Exercise of Powers Agreement (“Joint Powers Agreement”) creating PRFMA as a separate agency organized and operating under the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) to implement flood risk reduction solutions in the Pajaro Valley, including the Pajaro River Federal Flood Control Project (“Project”); and

WHEREAS, Section 3.03 of the Joint Powers Agreement authorizes the PRFMA to make and enter into contracts necessary to the accomplishment of the purposes of the Joint Powers Agreement and to contract for services as needed; and

WHEREAS, PRFMA has determined that it requires maintenance and repair services as described in Exhibit A (“Scope of Services”) and has determined that such services may be obtained most economically through contract with MCWRA for the use, as needed, of certain MCWRA officers, agents, and/or employees; and

WHEREAS, MCWRA is willing to provide PRFMA with the maintenance services it requires and PRFMA is willing to contract with MCWRA for maintenance services on an as-needed basis under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Definitions.

- (a) “Scope of Services”: Such maintenance services as are set forth in Exhibit A and incorporated herein by this reference.
- (b) “Approved Fee Schedule”: MCWRA’s compensation rates as set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- (c) “Commencement Date”: July 1, 2023

- (d) “Termination Date”: December 1, 2023, unless terminated by the Parties per Section 15 below.

2. **Term.**

This Agreement will remain in effect beginning upon Commencement Date and terminating on the Termination date, unless amended, extended, or terminated as provided herein.

3. **MCWRA’s Rights and Obligations.**

- (a) **Services.** MCWRA shall perform the maintenance and repair services identified in Exhibit A, the Scope of Services.
- (b) **Insurance.** MCWRA acknowledges and represents that it is sufficiently insured for the risks it undertakes pursuant to this Agreement.
- (c) **Records.** MCWRA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to PRFMA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to MCWRA under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of PRFMA. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of PRFMA or as part of any audit of PRFMA, for a period of three (3) years after final payment under this Agreement.
- (d) **Status of Employees.** All MCWRA employees working in conjunction with PRFMA and/or PRFMA employees under this Agreement shall remain MCWRA employees and compensated by MCWRA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from PRFMA as a result of this Agreement.

4. **PRFMA’s Rights and Obligations.**

- (a) **Changes to Scope of Services.** PRFMA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- (b) **Status of Employees.** All PRFMA employees working in conjunction with MCWRA and/or MCWRA employees under this Agreement shall remain PRFMA employees and compensated by PRFMA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from MCWRA as a result of this Agreement.

5. **Compensation.**

- (a) PRFMA agrees to compensate MCWRA for the services provided under this Agreement and MCWRA agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B**, in full satisfaction for such services.
- (b) MCWRA shall submit to PRFMA an invoice, on a monthly basis, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. MCWRA shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- (c) PRFMA shall pay total amount invoiced within 30 days of receiving the invoice.
- (d) PRFMA shall not withhold applicable taxes or other payroll deductions from payments made to MCWRA except as otherwise required by law. MCWRA shall be solely responsible for calculating, withholding, and paying all taxes.

6. **Mutual Indemnification.**

- (a) MCWRA shall defend, indemnify and hold harmless the PRFMA, its Board of Directors, officers, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of MCWRA, its officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- (b) PRFMA shall defend, indemnify, and hold harmless MCWRA, its officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the PRFMA, its Board

of Directors, officers, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

- (c) It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.
- (d) This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- (e) Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- (f) The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

7. Settlement of Disputes.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.

8. Notices.

All notices, demands, requests, consents, approvals, or communications from one of the Parties to another must be personally delivered or sent by facsimile to the persons set forth below or must be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any of the Parties may from time to time specify to the other Party in writing:

PRFMA:

Dr. Mark Strudley
Executive Director, Pajaro Regional Flood Management Agency
701 Ocean Street, Rm 410
Santa Cruz, CA 95060

MCWRA:

Ara Azhderian,
General Manager, Monterey County Water Resources Agency
1441 Schilling Pl., North Bldg.,
Salinas, CA 93901

9. **Governing Law.**

This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of California. All disputes arising out of this Agreement shall be exclusively brought in Superior Court of California for the County of Monterey.

10. **Severability.**

If a court of competent jurisdiction voids or invalidates on its face any provision of this Agreement, such action does not affect the remainder of this Agreement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Agreement to a person or circumstance, such action does not affect the application of the provision to other persons or circumstances.

11. **Entire Agreement.**

This Agreement, together with any attached exhibits and documents referred to in it, sets forth the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter of this Agreement. No alteration or variation of this instrument is valid or binding unless contained in an amendment in accordance with the provisions in this Agreement.

12. **Construction.**

The Parties agree and acknowledge they have had sufficient opportunity to consult counsel of their choosing in the negotiation and preparation of this Agreement, have carefully read and understand this Agreement, and have voluntarily and without undue influence or duress entered into this Agreement. The provisions of this Agreement shall be construed as a whole and not strictly for or against any of the Parties.

13. **Waiver.**

No waiver by any of the Parties of any breach of any term or provision of this Agreement shall be deemed, nor will be, a waiver of any preceding, concurrent, or succeeding breach of the same or any other term or provision hereof.

14. **Amendment.**

The Parties may amend this Agreement only by mutual written agreement.

15. **Termination.**

This Agreement, and the rights and obligations of the Parties, may be terminated by either party

upon 14 days' written notice, except that liability for acts or omissions occurring before such termination shall survive the termination.

16. **Successors and Assigns.**

The covenants, terms, conditions, and restrictions of this Agreement are binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns. A Party may not assign its rights, interests, obligations, or duties under this Agreement without the express written consent of the other Party.

17. **Headings.**

The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and have no effect upon its construction or interpretation.

18. **Counterparts; Electronic Signatures.**

The Parties may execute this instrument in two or more counterparts, which must, in the aggregate, be signed by all Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page to immediately follow]

IN WITNESS WHEREOF, each Party represents and warrants that its undersigned signatories have the authority to and do hereby execute this Agreement as follows:

Pajaro Regional Flood Management
Agency

By:

DocuSigned by:

Mark Strudley

Signature

Printed: Mark Strudley

Title: Executive Director

Date: 9/14/2023 | 11:49 AM PDT

Monterey County Water Resources Agency

By:

DocuSigned by:

Ara Azhderian

Signature

Printed: Ara Azhderian

Title: General Manager

Date: 9/14/2023 | 1:44 PM PDT

Attest:

By:

Date:

Approved as to form:

By:

DocuSigned by:

Gary B. Bell

Gary B. Bell,
PRFMA Counsel

Date: 9/14/2023 | 12:35 PM PDT

By:

DocuSigned by:

Kelly L. Donlon

Kelly L. Donlon
MCWRA Counsel

Date: 9/14/2023 | 12:44 PM PDT

EXHIBIT A
Scope of Work

MCWRA staff will provide maintenance and repair services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation (“OMRR&R”) services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance in writing from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

Assistance on the three critical repair projects identified in the Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the United States Army Corps of Engineers in completing those projects prior to the 2024 rainy season commencing on or before December 31, 2023. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA’s written request, transferred back to PRFMA for completion without MCWRA’s assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

Exhibit B

Fee Schedule

FY 2023-24 MCWRA Billable Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
ACCOUNTANT III	\$ 163.00
ACCOUNTANT II	\$ 121.00
ACCOUNTING TECHNICIAN	\$ 101.00
ADMINISTRATIVE SERVICES ASSISTANT	\$ 146.00
ASSISTANT WATER MAINTENANCE SUPERINTENDNT	\$ 119.00
ASSOCIATE WATER RESOURCES ENGINEER	\$ 190.00
ASSOCIATE WATER RESOURCES HYDROLOGIST	\$ 194.00
DEPUTY GENERAL MANAGER	\$ 295.00
ENGINEERING AIDE II	\$ 100.00
FINANCE MANAGER III	\$ 218.00
GENERAL MANAGER	\$ 368.00
HYDROELECTRIC TECHNICIAN	\$ 110.00
OFFICE ASSISTANT III	\$ 92.00
SENIOR SECRETARY - CONFIDENTIAL	\$ 100.00
SENIOR WATER MAINTENANCE WORKER	\$ 102.00
SENIOR WATER RESOURCES ENGINEER	\$ 226.00
SENIOR WATER RESOURCES HYDROLOGIST	\$ 226.00
WATER MAINTENANCE SUPERINTENDNT	\$ 153.00
WATER MAINTENANCE WORKER I	\$ 88.00
WATER MAINTENANCE WORKER II	\$ 94.00
WATER RESOURCES BIOLOGIST	\$ 137.00
WATER RESOURCES ENGINEER	\$ 137.00
WATER RESOURCES HYDROLOGIST	\$ 137.00
WATER RESOURCES TECHNICIAN	\$ 117.00

Note: All invoiced staff rates will comply with the corresponding personnel policy or memorandum of understanding associated with the classifications billed.

Equipment Rates

Based on the California State Transportation Agency, Department of Transportation Division of Construction

Labor Surcharge and Equipment Rental Rates

Effective April 1, 2023 through March 31, 2024

MCWRA-owned equipment (all rental equipment will be invoiced at current rental rates)

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL	[TRUCK]
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DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.88

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS		[T&TT]	
OVER	TO	Code	Rate
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	00-06	\$37.61
5443 (12000)	9072 (20000)	06-12	\$42.39
9072 (20000)	12701(28000)	12-20	\$54.71
12701 (28000)	16330 (36000)	20-28	\$57.71
16330 (36000)	21773 (48000)	28-36	\$63.46
21773 (48000)	27216 (60000)	36-48	\$84.44
27216(60000) & Over		48-60	\$93.61
		60	\$105.34

TRUCKS, OFF-HIGHWAY	[TRUOF]
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DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.80

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY		[TRU]	
OVER	TO	Code	Rate
9.1 (10)	13.6 (15)	10-15	\$64.30
16.3 (18)	20.0 (22)	18-22	\$114.18
20.0 (22)	24.5 (27)	22-27	\$143.03
24.5 (27)	29.0 (32)	27-32	\$163.21
29.0 (32)	36.3 (40)	32-40	\$222.71
36.3 (40)	49.9 (55)	40-55	\$333.03
49.9 (55)	60.8 (67)	55-67	\$373.47

TRUCKS, DUMP, ON-HIGHWAY	[TRUON]
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DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.83

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY		[TRUN]	
Model		Code	Rate
2 axles		2AXL	\$73.34
3 axles		3AXL	\$93.59
4 axles		4AXL	\$103.79
5 axles		5AXL	\$117.60

WELDING EQUIPMENT	[WELD]
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DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83

ARC WELDING MACHINES [AWM]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

OVER	TO	Code	Rate
0	250	0-250	\$8.83
250	500	250-500	\$17.19
over	500	500	\$17.35

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

Model	Code	Rate
ALL	ALL	\$0.33

TRAILERS, EQUIPMENT, LOW BED	[TRAIL]
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DELAY FACTOR = 0.44**OVERTIME FACTOR = 0.65**

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

LOW BED A**[LB-A]**

2 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	100	\$17.61
8 Tires per axle	200	\$22.21

LOW BED B**[LB-B]**

3 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	300	\$23.66
8 Tires per axle	400	\$27.42

LOW BED C**[LB-C]**

4 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	500	\$37.93
8 Tires per axle	600	\$47.07

LOW BED D**[LB-D]**

6 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
8 Tires per axle	700	\$75.40

LOADERS, RUBBER TIRE	[LDRRT]
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DELAY FACTOR = 0.11**OVERTIME FACTOR = 0.89**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
415F2	1850F2	\$59.78
416 w/ backhoe	1860	\$47.44
416 Series II w/ backhoe	1860A	\$47.68
416B 4WD w/ extend-a-hoe	1861A	\$58.43
416C 4WD w/ backhoe	1861C	\$60.33
416D w/ backhoe	1861D	\$55.27
416D 4WD w/ backhoe	1861D4	\$56.42
420D w/ backhoe	1861M	\$62.10
420D 4WD w/ backhoe	1861M4	\$63.25
420E	1861N	\$73.88
420F2	1861N2	\$86.86

TRACTORS, CRAWLER**[TRACC]****DELAY FACTOR = 0.13****OVERTIME FACTOR = 0.87**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

D-4E direct drive	2660	\$49.93
D-4E power shift	2665	\$51.24
D-4H	2670	\$64.69
D-4H LGP	2675	\$64.02
D-4H Series II	2680	\$65.95
D-4E SA	2772	\$61.01
D-4E LGP power shift	2780	\$51.44
D-4E LGP direct drive	2782	\$51.44
D-4G XL	2790XL	\$59.09
D-5	3194	\$68.43
D-5B power shift	3206	\$71.86
D-5B SA	3325	\$78.89
D-5B LGP	3345	\$74.58
D-5C	3346	\$63.62
D-5H	3347	\$85.27
D-5H Series II	3348	\$89.38
D-5H LGP	3350	\$88.36
D-6C direct drive	3645	\$89.13
D-6C power shift	3688	\$89.78
D-6C LGP	3710	\$92.32
D-6D	3720	\$100.87
D-6D SA	3725	\$114.05
D-6D LGP	3730	\$101.27
D-6H	3732	\$115.25
D-6H Series II	3733	\$120.00
D-6H LGP	3735	\$119.89
D-6M LGP	3745	\$110.07
D-6N XL	3755	\$113.21
D-6R DS	3800	\$125.68

HYDRAULIC CRANES & EXCAVATORS, [HCECL]
CRAWLER MOUNTED
DELAY FACTOR = 0.16**OVERTIME FACTOR = 0.84**

Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
303.5E CR	0100	\$37.46
304 CR	0200	\$39.63
305C CR	0250	\$53.81
308E2 CR SB	0270	\$58.83
308DCR	0271	\$51.50
312	0300	\$62.66
312C	0300C	\$74.70
312CL	0300CL	\$74.89
314CL CR	0302CLR	\$75.88
315L	0305	\$75.53
320	0310	\$99.14
320BL	0312	\$103.55
320C	0312C	\$116.34
320CL	0312CL	\$129.31
320L	0315	\$100.63
321C LCR	0320R	\$138.83
321D LCR	0321R	\$138.16
322L	0325	\$122.91
323F L	0326	\$129.36
325	0330	\$130.69