

## 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

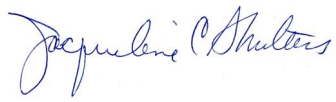
DATED: E-signed 8/2/21

**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.

*This space left intentionally blank.*

# 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.

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



**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.

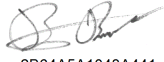
**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

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.

*This space left blank intentionally*


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

MONTEREY COUNTY WATER  
RESOURCES AGENCY

  
2B64A5A1043A441...  
Brent Buche, General Manager

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

*Approved as to Fiscal Provisions:*

  
4E7E657875454AE...  
Deputy Auditor/Controller

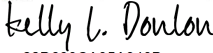
Dated: 6/22/2022 | 11:38 AM PDT

*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:  
  
 2B64A5A1043A441...  
 \_\_\_\_\_  
 Brent Buche, General Manager

DATED: 11/3/2022 | 3:31 PM PDT

**AECOM TECHNICAL SERVICES, INC.**

By Theodore Feldsher  
 (signature)

Theodore Feldsher, Vice President  
(print name and title)\*

DATED: September 30, 2022

By Gregory Glunz  
 (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. Doulon*

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.

<b>AECOM Labor Rate Schedule</b>	<b>Rate/Hour</b>
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: 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:  
Kelly L. Donlon  
By: Assistant County Counsel  
Date: 9/13/2023 | 9:23 AM PDT

DocuSigned by:  
Ezequiel Vega Rios  
By: Administrative Office  
Date: 9/14/2023 | 9:33 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
Patricia Ruiz  
By: 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.

## 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