

**AMENDMENT No. 1**  
**To Agreement for Professional Services**  
**Between Monterey County Water Resources Agency and EPC Consultants, Inc.**

The undersigned parties hereby agree to amend that certain Monterey County Water Resources Agency Agreement for Professional Services With Surveyors, Architects, Engineers and/or Design Professionals between the Monterey County Water Resources Agency (hereinafter "Agency") and EPC Consultants, Inc., (hereinafter "Contractor") executed and effective on July 11, 2014 (hereinafter "Agreement").

The Parties wish to amend the Agreement to make it effective June 3, 2014, and to substitute a "Rate Schedule" for "Level of Effort" in section 1 of Exhibit B, with no associated dollar amount increase, to allow CONTRACTOR to continue to provide services identified in the Agreement, as amended by this Amendment No. 1.

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

1. Amend Section "2. Term of the Agreement" is amended by deleting the first sentence of paragraph 2 and substituting the following:

Term of Agreement. The term of this Agreement shall begin upon execution of this Agreement by Contractor and Agency beginning on June 3, 2014 for preliminary work needed by the Monterey County Water Resources Agency Board of Supervisors July 29, 2014.

2. Amend Section "2. Term of the Agreement" is amended by adding a new second paragraph 2, as follows:

The Agency, with the concurrence of the Board of Supervisors of the Water Resources Agency, may extend the term of this Agreement as necessary to accommodate possible delays that may be encountered in completing the process necessary to prepare the studies and documents required by this Agreement. In the event the Agency elects to extend the term of this Agreement, all work shall be completed on or before the extended termination date; and any future changes to the agreement shall first go through the Capital Improvement Committee.

3. Exhibit B to the Agreement is amended by deleting Section 1 in its entirety and substituting in its place the "Rate Schedule" in the attached Exhibit B-Modification 1, followed the sentence: "The total estimated cost for this work is \$1,299,000.00:

4. All other terms and conditions of the Agreement remain unchanged and in full force.

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5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have caused this Amendment No. 1 to be executed as follows:

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

\_\_\_\_\_  
David E. Chardavoyne,  
General Manager

DATED: \_\_\_\_\_

**EPC CONSULTANTS, INC.**

By \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Steve Wong / President  
(print name and title)\*

DATED: 12/23/2014

By RA Kini  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or  
Asst. Treasurer)

RUNDALIK KINI, CEO/CFO  
(print name and title)\*

DATED: 12/23/14

\* 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 form:

JJA

Deputy County Counsel

DATED: 1/7/15

Approved as to fiscal provisions:

[Signature]

CAO Analyst

DATED: 1/13/15

[Signature]  
Auditor-Controller

DATED: 1-7-15



## Monterey County Water Resources Agency

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

Upon motion of Supervisor Parker, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 1 to the professional services agreement with EPC Consultants, Inc. to make it effective June 3, 2014 and to substitute a "Rate Schedule" for "Level of Effort" in section 1 of Exhibit B, with no associated dollar amount increase with the exception of the added second paragraph to Section 2, Term of the Agreement;
- b. Modified amended Section 2. Term of the Agreement to now read: The Agency, with the concurrence of the Board of Supervisors of the Water Resources Agency, may extend the term of this Agreement as necessary to accommodate possible delays that may be encountered in completing the process necessary to prepare the studies and documents required by this Agreement. In the event the Agency elects to extend the term of this Agreement, all work shall be completed on or before the extended termination date; and
- c. Any future changes to the agreement shall first go through the Capital Improvement Committee.

PASSED AND ADOPTED on this 9th day of December 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on December 9, 2014.

Dated: December 17, 2014  
File Number: WRAA 14-012

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

Deputy

## **AMENDMENT No. 2**

### **To Agreement for Professional Services Between Monterey County Water Resources Agency and EPC Consultants, Inc.**

The undersigned parties hereby agree to amend that certain Monterey County Water Resources Agency Agreement for Professional Services With Surveyors, Architects, Engineers and/or Design Professionals between the Monterey County Water Resources Agency (hereinafter "Agency") and EPC Consultants, Inc., (hereinafter "Contractor") executed and effective on July 11, 2014 (hereinafter "Agreement"), and as amended by the parties on December 17, 2014 (hereinafter "Amendment 1").

The Parties wish to further amend the Agreement, as amended by Amendment 1, to revise the not-to-exceed amount that may be expended for Preliminary Engineering Program Management Services by CONTRACTOR including its subconsultants, to allow CONTRACTOR to continue to provide services identified in the Agreement, as amended by Amendment No. 1 and this Amendment No. 2.

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

1. Delete Section "3. Payments to CONTRACTOR; maximum liability" in its entirety and substitute the following in its place:

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B, up to the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000) for Phase 1 (inclusive of all costs and expenses including sub-consultants). Should the Agency authorize future and subsequent phases of services for this Project (under this or future Agreement), the maximum amount payable to CONTRACTOR for this Project in the aggregate is ONE MILLION TWO HUNDRED NINETY NINE THOUSAND and no dollars (\$1,299,000.00), inclusive of all costs and expenses, including sub-consultants.

Authorization to proceed for subsequent phases will be issued by Agency in writing, specifying not to exceed amounts for each subsequent phase.

2. All other terms and conditions of the Agreement remain unchanged and in full force.

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3. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have caused this Amendment No. 2 to be executed as follows:

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**EPC CONSULTANTS, INC.**

David E. Chardavoyne  
David E. Chardavoyne,  
General Manager

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

DATED: 20 March 2015

Steve Wang, President  
(print name and title)\*

DATED: 2/21/2015

By \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or  
Asst. Treasurer)

\_\_\_\_\_  
(print name and title)\*

DATED: \_\_\_\_\_

\* 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.

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Approved as to form:

[Signature]  
Deputy County Counsel

DATED: 3-5-15

Approved as to fiscal provisions:

[Signature]  
CAO Analyst

DATED: 3-14-15

[Signature]  
Auditor-Controller

DATED: 3-5-15



## Monterey County Board of Supervisors of the Monterey County Water Resources Agency

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

Upon motion of Director Armenta, seconded by Director Potter and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to the Professional Services Agreement with EPC Consultants, Inc. (EPC), revising the amount that may be expended for Preliminary Engineering Program Management Services up to the total amount of \$475,000 for Phase 1 of the Interlake Tunnel Project;
- b. Authorized EPC to proceed with additional Phase I - Preliminary Engineering Program Management Services; and
- c. Dispensed with prior Capital Improvement Committee review of Amendment No. 2.

PASSED AND ADOPTED on this 10th day of February 2015, by the following vote, to wit:

AYES: Directors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on February 10, 2015.

Dated: February 12, 2015  
File ID: WRAA 15-001

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

### **AMENDMENT No. 3**

#### **To Agreement for Professional Services**

#### **Between Monterey County Water Resources Agency and EPC Consultants, Inc.**

The undersigned parties hereby agree to amend that certain Monterey County Water Resources Agency Agreement for Professional Services With Surveyors, Architects, Engineers and/or Design Professionals between the Monterey County Water Resources Agency ("Agency") and EPC Consultants, Inc., ("Contractor") executed and effective on July 11, 2014 ("Agreement"), and as amended by the parties on December 9, 2014 ("Amendment No. 1") and on February 10, 2015 (Amendment No. 2).

The Parties wish to amend the Agreement, as amended by Amendments No. 1 and 2, to: refine the project description; revise the scope of services to be provided; and increase the not-to-exceed amount that may be expended for the revised scope of services, including continued Program Management Services by CONTRACTOR, including subcontractor, to allow CONTRACTOR to continue to provide services identified in the Agreement, as amended by Amendments No. 1 and 2, and this Amendment No. 3.

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

1. Subsection (a) of Section 1 of the agreement is amended to read:

The scope of work is briefly described and outlined as follows:

Program management services to assist in managing the design, permitting, financing and construction of the Interlake Tunnel Project. Services shall include management of the performance of geotechnical and final design engineering; permitting and environmental approval; finalizing plan preparation and implementation; and implementation and program management services; and technical support to the Agency during design and environmental consulting work. The Spillway Modification component shall be considered part of the project.

2. Section 2 of the Agreement shall be amended by deleting the third full sentence, which starts "The initial phase" and ends "as provided herein."
3. Section 3 of the Agreement shall be amended to read as follows:

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR up to the issuance of a design build contract pursuant to AB 155, for Phase 1 (inclusive of all costs and expenses including sub-consultants) in the amounts provided in Exhibit B, up to the total amount of ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND DOLLARS (\$1,499,000.) The original agreement provided for services through construction and this amendment includes the addition of the spillway modification.

4. All other terms and conditions of the Agreement remain unchanged and in full force.

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5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have caused this Amendment No. 3 to be executed as follows:

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

David E. Chardavoyne  
David E. Chardavoyne,  
General Manager

DATED: 16 April 2015

**EPC CONSULTANTS, INC.**

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

Steve Wang, President  
(print name and title)\*

DATED: 3-30-15

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

Ron Drake, PE, Vice President  
(print name and title)\*

DATED: 4/6/15

\* 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 form:

[Signature]  
Deputy County Counsel

DATED: 4/7/15

Approved as to fiscal provisions:

[Signature]  
CAO Analyst

DATED: 4-15-15

[Signature]  
Auditor-Controller

DATED: 4/15





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

**BOARD ORDER No. 15-5**

A) APPROVE AND RECOMMEND THAT THE MONTEREY COUNTY WATER )  
RESOURCES AGENCY BOARD OF SUPERVISORS APPROVE AMENDMENT )  
NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH EPC )  
CONSULTANTS, INC. UPDATING THE SCOPE OF WORK FOR THE FIRST PHASE )  
OF THE INTERLAKE TUNNEL PROJECT TO INCLUDE THE SPILLWAY )  
MODIFICATION FEASIBILITY STUDY AND TECHNICAL SUPPORT TO THE )  
AGENCY DURING DESIGN AND ENVIRONMENTAL CONSULTING WORK; AND, )  
B) AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO.3 )  
TO THE AGREEMENT. )

Upon motion of Director David Hart seconded by Director Deidre Sullivan, and carried by those members present, the Board of Directors hereby:

1. Approves and recommends that the Monterey County Water Resources Agency Board of Supervisors approve Amendment No. 3 to the Professional Services Agreement with EPC Consultants, Inc. updating the scope of work for the first phase of the Interlake Tunnel Project to include the Spillway Modification Feasibility Study and technical support to the Agency during design and environmental consulting work; and,
2. Authorizes the General Manager to execute Amendment No. 3 to the Agreement.

PASSED AND ADOPTED on this 23<sup>rd</sup> day of February 2015, by the following vote, to-wit:

AYES: Directors Claude Hoover, Mike Scattini, Silvio Bernardi, Ken Ekelund,  
David Hart, Richard Ortiz and Deidre Sullivan

NOES: None

ABSENT: Directors Mark Gonzalez and John Huerta

Claude Hoover  
BY: Claude Hoover, Chair  
Board of Directors

David E. Chardavoyne  
ATTEST: David E. Chardavoyne  
General Manager



## Board of Supervisors of the Monterey County Water Resources Agency

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

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

- a. Approved Amendment No. 3 to the Professional Services Agreement with EPC Consultants, Inc. updating the scope of work for the first phase of the Interlake Tunnel Project to include the Spillway Modification Feasibility Study and technical support to the Agency during design and environmental consulting work; and
- b. Authorized the General Manager to execute Amendment No. 3 to the Agreement.

PASSED AND ADOPTED on this 17th day of March 2015, by the following vote, to wit:

AYES: Directors Armenta, Phillips, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on March 17, 2015.

Dated: March 18, 2015  
File ID: WRAA 15-003

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy