

AMENDMENT No. 1
to
Agreement for Professional Services
between
Monterey County Water Resources Agency and GEI Consultants, Inc.

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter “Agency”) and GEI Consultants, Inc., (hereinafter “CONTRACTOR”) executed and effective on _____ (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 and C, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedules set forth in Exhibits A and C:
 - (a) The work to be performed is generally described as follows:
Nacimiento Dam 7th FERC Part 12D Inspection and Report, Spillway Focused PFMA, and Owner’s Dam Safety Program Audit.
 - (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.
 - (e) CONTRACTOR shall manage and pay for the work of all subcontractors as required to proceed forward with the work set forth in Exhibits A and C.

Section 3 of the Agreement is hereby amended to read as follows:

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibits B and D. The maximum amount payable to CONTRACTOR under this contract is **one hundred twenty-three thousand thirty dollars (\$123,030.00)**, as follows:

Original Agreement:	\$ 98,930	7 th Ind. Consultant Part 12D
<u>Amendment No. 1:</u>	<u>\$ 24,100</u>	ODSP Audit
Total:	\$123,030	

Section 31 of the Agreement is hereby amended to read as follows:

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A** - Scope of Work and Work Schedule (Original Agreement)
- Exhibit B** - Payment Provisions (Original Agreement)
- Exhibit C** - Scope of Work (Amendment No. 1)
- Exhibit D** - 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**

GEI CONSULTANTS, INC.

David E. Chardavoyne, General Manager

By _____
(signature)

DATED: _____

(print name and title)*

DATED: _____

By _____
(signature)

(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.

**GEI Consultants, Inc.
Amendment No. 1**

* * * * *

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

CAO Analyst

DATED: _____

DATED: _____

Auditor-Controller

DATED: _____

Exhibit C

Scope of Work and Work Schedule

Audit of Owner's Dam Safety Program for Nacimiento Dam

Background

Monterey County Water Resources Agency (MCWRA) owns and operates Nacimiento Dam. MCWRA adopted an Owner's Dam Safety Program (ODSP) for Nacimiento Dam in 2014. The ODSP specifies an external audit be conducted once every five years in conjunction with the Part 12D cycle. The ODSP audit is to be performed independent of the Part 12D process.

Nacimiento Dam is regulated regarding dam safety matters by the California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC). Nacimiento Dam is classified as extremely high hazard by DSOD, and high hazard by FERC.

ODSP Audit Scope of Work

Mr. Richard Sanchez, P.E., of GEI Consultants, Inc., subject to approval by FERC, will perform an Audit of the ODSP for Nacimiento Dam, to include the following:

1. The Auditor will review the following documents:
 - a. MCWRA adopted ODSP for Nacimiento Dam dated February 26, 2014.
 - b. MCWRA Nacimiento Dam Operations Policy adopted February 20, 2018.
 - c. Dam operation log books for the prior 12 months.
 - d. Nacimiento Dam Safety and Surveillance Monitoring Plan (DSSMP).
 - e. MCWRA staff dam safety related training records.
2. The Auditor will participate in an inspection of Nacimiento Dam with MCWRA personnel to observe the condition of the dam and evaluate inspection procedures.
3. The Auditor will interview MCWRA executive, engineering and dam maintenance staff (up to 9 individuals) to determine their understanding of the ODSP, implementation of their respective responsibilities, and the effectiveness of dam safety training received. Interviews will strive to obtain independent views from those interviewed, and the effectiveness and completeness of MCWRA's dam safety program.
4. The Auditor will prepare a report of findings, conclusions and, where appropriate, recommendations for improvement of MCWRA's dam safety program. The Auditor will include in the report evaluation of the following:
 - a. The effectiveness of the DSSMP for monitoring and reporting dam performance.
 - b. The effectiveness of dam safety staff training.
 - c. Assessment of how proactive MCWRA is in implementing the dam safety program.
 - d. Determination of whether the adopted ODSP is appropriate for the dam.

- e. Provide conclusions, and any recommendations for improvement to MCWRA's dam safety program.

Deliverables

- Present conclusions and recommendations to MCWRA staff via conference call/webex meeting. A Draft Report will not be submitted to MCWRA staff as uninfluenced Auditor evaluation is desired to the extent possible.
- A written Final Report will be submitted to MCWRA by January 31, 2019.
(PDF electronically transmitted version is acceptable)
- The Auditor will present the Final Report to the MCWRA Board of Directors within two months after Final Report submittal.

The ODSP audit is to be performed independent of the Nacimiento Dam 7th Part 12D process.

Exhibit D

Payment Provisions

Audit of Owner's Dam Safety Program for Nacimiento Dam

GEI Consultants, Inc. will perform work described in Exhibit C, and will be paid on a time and expense basis up to the not-to-exceed total amount of **\$24,100.** Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates will be paid per the Fee Schedule below and expenses will be paid as described below.

Fee Schedule

Senior Consultant – Grade 8

Auditor: Mr. Richard Sanchez, P.E. Vice President/Senior Project Manager \$275 / hour

QA/QC Review: Mr. David Gutierrez, P.E., G.E., Vice President \$275 / hour

Above rates are billed for both regular and overtime hours in all categories. The Fee Schedule herein shall be valid for a twelve-month period, beginning July 1, 2018. The parties shall agree to any modification in writing as an Amendment to the Agreement.

Expenses

Expenses are identifiable costs necessarily incurred by GEI Consultants, Inc. to complete the Scope of Work in Exhibit C. Expenses include, but are not limited to, travel and subsistence expenses, document reproduction costs, and postal 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 hotel, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; and mileage is billable at IRS allowable rate at time of travel, no mark-up. Sub-consultant, postal and materials costs may be marked-up 10%.

Cost Table

Task	Description	R. Sanchez Senior Consultant – GR 8 \$275 / hour		D. Gutierrez Senior Consultant – GR 8 \$275 / hour		Expenses	Total
		Hours	Cost	Hours	Cost		
1	Document Review	20	\$ 5,500	-	-		\$ 5,500
2	Dam Inspection	4	\$ 1,100	-	-	\$ 700	\$ 1,800
3	Staff Interviews	8	\$ 2,200	-	-		\$ 2,200
4	Report & Presentation	48	\$13,200	4	\$ 1,100	\$ 300	\$14,600
Total		80	\$22,000	4	\$ 1,100	\$ 1,000	\$24,100