

**AMENDMENT 3**  
**TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND KENNEDY/JENKS**  
**CONSULTANTS**

THIS AMENDMENT 3 is made to the AGREEMENT, by and between Kennedy/Jenks Consultants, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for the providing of environmental consulting services for the site known as the Lake Nacimiento Resort Underground Storage Tank Release site at or near 10625 Nacimiento Lake Drive, Bradley, California.

WHEREAS, the COUNTY and CONTRACTOR previously entered into the original AGREEMENT on November 3, 2015; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT, to increase the amount of the AGREEMENT by \$21,000, from \$16,100 to \$37,100, and extended the term by one year through October 31, 2017; and,

WHEREAS, the COUNTY and CONTRACTOR further amended the AGREEMENT to increase the amount of the AGREEMENT by \$23,000, from \$37,100 to \$60,100, and extend the term by two years through October 31, 2019; and,

WHEREAS, the COUNTY and CONTRACTOR desire to further amend the AGREEMENT to increase the amount of the AGREEMENT by \$85,000, for a new total amount not to exceed \$145,100, and to amend the scope of services;

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

1. Section 2. "PAYMENTS BY COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$37,100" and replacing it with: "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$145,100".
2. Exhibit A – Scope of Services, is amended to include those services set forth in the enclosed Exhibit 1.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect, as set forth in the AGREEMENT.
4. A copy of the AMENDMENT 2 shall be attached to the original AGREEMENT executed by the COUNTY on November 3, 2015.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT 3 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By \_\_\_\_\_  
Charles J. McKee  
County Counsel

Dated: \_\_\_\_\_

By Laura J Kennedy  
[Chair, President, or Vice-President]

Laura Kennedy, Vice President  
[Print name and title]

Dated: 9/12/18

APPROVED AS TO FISCAL PROVISIONS:

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: \_\_\_\_\_

By [Signature]  
[Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer]

Laurie Brishup, CFO  
[Print name and title]

Dated: 9/12/18

APPROVED AS TO LIABILITY  
PROVISIONS:

\_\_\_\_\_  
County Counsel/Risk Management

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
CHARLES J. MCKEE, County Counsel

By \_\_\_\_\_  
Leslie J. Girard  
Chief Assistant County Counsel

Dated: \_\_\_\_\_

# Exhibit “1”

## Scope of Services for Well Destruction Report Lake Nacimiento Resort Underground Storage Tank Release Site K/J 1265005\*07

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Kennedy/Jenks Consultants (Kennedy/Jenks) has assisted the County of Monterey (County) by providing environmental consulting services for the Lake Nacimiento Resort Underground Storage Tank Release site (Site) located in Monterey County, California. On 9 August 2018, the Regional Water Quality Control Board (Water Board) sent a request for a well destruction report, due to the Water Board by 9 November 2018. The well destruction is the final condition for case closure at the Site.

### **Scope of Services**

Kennedy/Jenks will provide the well destruction and reporting services required by the Water Board.

### **Task 1 – Project Management**

This task includes routine project communications with the County, monitoring and communicating the status of the schedule and budget. For purposes of this scope of services, it is assumed that the project duration will be eight weeks and that project management will be provided for that duration. Project management will only be provided for the tasks included in this scope of services.

### **Task 2 – Well Destruction**

Kennedy/Jenks will obtain a permit from the Monterey County Health Department to destroy the eighteen monitoring wells at the Site. Prior to the well destruction, Kennedy/Jenks will subcontract with a utility clearance firm and contact Underground Service Alert to mark utilities within the work area at the Site. It is assumed that the utility clearance can be completed in one work day.

Kennedy/Jenks will subcontract with Cascade to over drill the eighteen monitoring wells at the Site. Based on information provided by the Monterey County Health Department, it is assumed that over drilling will be used for the well destruction. For purposes of this scope of services, it is assumed that that well destruction will require five days to complete.

Debris generated during the well destruction will be containerized and properly disposed of at an offsite facility. Debris includes drill cuttings, washout and decontamination water, and trash. We plan to contain drill cuttings in a roll-off bin, which based upon the Site conditions we assume will be profiled as non-hazardous waste. Water generated from rinsing cement equipment and equipment decontamination will be drummed and profiled as non-hazardous waste. The well monuments and other trash will be removed from the site by the drill contractor.

### **Task 3 – Reporting**

Kennedy/Jenks will prepare the well destruction report following the well destruction activities. The well destruction report will include the information requested by the Water Board. An electronic version of the draft report will be provided to the County for review and comment prior to submittal to the Water Board. The final report will be submitted to the Water Board via GeoTracker.

### **Budget**

We propose that compensation for our services be provided on a time-and-expense reimbursement basis, in accordance with our Schedule of Charges dated 1 January 2011. The estimated budget for the current scope and level of effort is summarized for each task as follows:

| <b>Task</b>                 | <b>Amount</b>   |
|-----------------------------|-----------------|
| Task 1 – Project Management | \$4,000         |
| Task 2 – Well Destruction   | \$75,000        |
| Task 3 – Reporting          | \$6,000         |
| <b>Total Budget Request</b> | <b>\$85,000</b> |

The budget was developed based upon the scope of services and assumptions presented above. If our underlying assumptions are off target, we can discuss modification of the scope and estimated budget with the County.

### **Project Team**

Laura Kennedy (Engineer-Scientist-Specialist 8) will serve as the Project Manager and will be the primary point of contact for the County. Laura will be responsible for monitoring and management of the team and budget. Laura will coordinate and direct the Kennedy/Jenks project team members.

Mike McLeod, P.G. (Engineer-Scientist-Specialist 4) will serve as the Project Geologist and will oversee the well destruction and prepare the well destruction report.

Other Kennedy/Jenks staff will participate on a task-specific basis, as directed by Laura.