

AMENDMENT No. 2
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 July 19, 2018, and amended September 20, 2018 (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
Amendment No. 1:	\$ 24,100	ODSP Audit
Amendment No. 2:	\$ _____	Additional PFMA Workshop & Reporting
Total:	\$ _____	

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)
Exhibit E	-	Scope of Work (Amendment No. 2)
Exhibit F	-	Payment Provisions (Amendment No. 2)

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 2 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 E

Scope of Work and Work Schedule **Additional Nacimiento Dam 7th Part 12D** **Potential Failure Mode Analysis Workshop and Reporting**

Background

In June 2018, the Agency Board of Directors approved an Agreement for Professional Services with GEI Consultants, Inc. to perform the 7th Independent Consultant Safety Inspection Report for Nacimiento Dam. The rigor that FERC expects to be applied to the Potential Failure Mode Analysis has increased from prior years, and the consultant's original Scope of Work estimated that the number of Potential Failure Modes would increase from 9 to between 15 and 20. The original Scope of Work included a 2 day Potential Failure Mode Analysis Workshop which was held September 26 and 27, 2018 with consultant, Agency and FERC staff. Additionally, a supplemental half-day workshop was held on October 18, 2018 with the same attendees. After completion of the 2 day workshop and ½ day supplemental workshop and upon considerable discussion with FERC, it was determined that substantially more Potential Failure Modes need to be developed, possibly 30 more, up to a total of around 50. This will require an additional Potential Failure Mode Analysis Workshop (estimated at 2 ½ days), pre-development of additional Potential Failure Modes, and additional report preparation work by GEI Consultants, Inc. Accordingly, additional time will be needed to complete the work.

Scope of Work

Work Schedule

Exhibit F

Payment Provisions

Additional Nacimiento Dam 7th Part 12D Potential Failure Mode Analysis Workshop and Reporting

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

A modified Project Cost table follows: