

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
ERROL L. MONTGOMERY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Errol L. Montgomery & Associates, 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, CONTRACTOR entered into an Agreement for Services with the Agency on November 1, 2024 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$150,000.00, not to exceed \$250,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, "Employment of Contractor", to replace Exhibit A, "Scope of Work/Work Schedule", with Exhibit C, "Revised Scope of Work."
2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the revised fee schedule set forth in Exhibit D. The maximum amount payable to the contractor under this contract is Two Hundred Fifty Thousand dollars (\$250,000.00)

Original Agreement \$100,000
Amendment No. 1 \$150,000
Not to exceed total: \$250,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

Signed by:
By: *Ara Aghdarian*
1F182FFB48A2435
General Manager

Date: 9/26/2025 | 3:04 PM PDT

**Approved as to Form and Legality
Office of the County Counsel**

Signed by:
By: *Kelly L. Doulon*
22DE99CA05A949E...
Chief Assistant County Counsel

Date: 9/25/2025 | 2:49 PM PDT

Approved as to Fiscal Provisions

Signed by:
By: *Patricia Ruiz*
E79EF84E57454F8
Auditor-Controller

Date: 9/26/2025 | 8:02 AM PDT

Signed by:
By: *Trent Hill*
30922505678A4ED
Administrative Analyst

Date: 9/26/2025 | 12:44 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

Errol L. Montgomery & Associates, Inc.

*Contractor Business Name

By: *Hale W. Barter*
(Signature of Chair, President or Vice President)

Title: Hale W. Barter, President
(Print Name and Title)

Date: September 12, 2025

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Title: Antonio Verde, Chief Financial Officer
(Print Name and Title)

Date: September 12, 2025

*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 C-
Revised Scope of Work**

Contractor/Consultant shall continue to provide as-needed services listed in Exhibit A. Additional scope of work for data collection exploratory borehole project will include below described tasks.



Groundwater experts since 1984

September 9, 2025

Mr. Pete Vannerus
Associate Water Resource Engineer
Monterey County Water Resource Agency
1441 Schilling Pl., North Bldg.
Salinas, CA 93901

SUBJECT: SCOPE AND FEE FOR 11B02 EXPLORATORY BOREHOLE

Dear Mr. Vannerus:

Montgomery & Associates (M&A) is pleased to submit this scope, fee, and schedule proposal to Monterey County Water Resource Agency (Agency) to conduct an exploration borehole at the proposed 11B02 well site, located on Rodgers Road in Salinas, California. M&A is completing design services for the installation of Well 11B02 and the exploration borehole is intended to produce the data necessary to complete the final design.

M&A currently anticipates retaining the support of South Valley Companies, Inc., for drilling services. The drilling Contractor is subject to change with prior approval from the Agency. A brief technical specification for the work is included as an attachment to this proposal.

SCOPE OF WORK

M&A will coordinate, hire, and oversee a C-57 licensed drilling Contractor to complete the work outlined below.

1. Identify a location on the property which will not impact future well installation. This location will be jointly selected with the Agency.
2. Perform utility clearance limited to reviewing Agency as-builts, obtaining a USA ticket and hand-clearance to 5-ft bgs. Private utility locating is not included but can be added if needed.
3. Advance 1 direct rotary borehole to a depth of 750 ft bgs. Drill cuttings will be described every 10 vertical feet. The borehole diameter will be based on drilling Contractor preference and will be the smallest reasonable diameter required to complete the geophysical surveys.
4. Complete geophysical surveys including spontaneous potential, electrical resistivity (single-point, 16-inch short normal, 64-inch long normal, and focused guard), gamma ray, caliper and deviation.
5. Destroy the borehole with appropriate sealing material.
6. Complete grain-size analysis of up to 5 cuttings samples.
7. Prepare a Technical Memorandum documenting the activities, results, and providing recommended design for Well 11B02.

Project Management

M&A will provide administrative and budgetary management duties throughout the duration of the project, including but not limited to coordination with the Agency, attendance at project meetings, budget management, subcontractor management, and schedule management.



Construction Management

M&A will retain South Valley Companies, Inc., to complete the exploratory borehole and will provide full-time construction management during these activities. M&A will observe and document construction activities, including development of a lithologic log and selection of samples for which grain-size analysis will be completed.

Costs provided herein include containment and off-site disposal of drilling fluids only. The Agency has directed M&A to leave drill cuttings on-site in a managed pile.

Construction management costs provided herein are estimated based on anticipated durations for each activity. The following durations are assumed for cost estimating purposes, for a total of approximately 11 field days:

- Premobilization site visit with the Agency and to mark for USA clearance and confirm exploratory borehole location (1 working day).
- Exploratory borehole drilling and destruction (10 working days).

Actual durations are subject to site conditions, drilling progress, weather and other factors not controlled by M&A. As such, actual costs are subject to increase or decrease based on actual durations. Field oversight costs are based on the Scientist 3 hourly rate; efforts will be made to use the most cost-efficient, responsible staff level where feasible. Contractor costs are provided as estimates; actual costs will be invoiced to the Agency at cost plus 10%.

ASSUMPTIONS

- Fieldwork will generally be conducted during 10-hour workdays on a standard 5-day work week. Noise control or other nuisance mitigation measures are not required.
- Water for drilling is not available at the site and will be provided by the drilling Contractor.
- Agency staff are specifically responsible for coordinating property access and management of public relations during parts of drilling.
- M&A is specifically not responsible for damages to buried utilities not identified by the Agency or Underground Service Alert of Northern California. A private utility locating service can be added to this scope if requested.

Reporting

M&A will prepare a Technical Memorandum (TM) following completion of site activities. The TM will include a description of the work completed, description of the methods and procedures used, results and discussion of drilling and testing activities, conclusions and relevant appendices. A draft TM will be prepared in Microsoft Word format for Agency comment. Final submittal will include 1 PDF copy and 1 set of drill cutting chip trays.

COSTS

The estimated costs by task are summarized below.



	\$/hr	Senior Hydrogeologist	Staff Hydrogeologist	Editing	Labor Costs	Expenses	Subcontractors		M&A 10% Mark-up	TOTAL
		Scientist 5	Scientist 3	Technical Editor			South Valley Companies	Laboratory		
Project Management	6	-	-	\$95	\$1,590	-	-	-	-	\$1,590
Pre-Mobilization Site Visit	6	6	-	-	\$2,760	\$300	-	-	-	\$3,060
Mobilization, Drilling, Borehole Destruction and Laboratory Services	10	120	-	-	\$26,050	\$1,500	\$100,000	\$2,000	\$10,200	\$139,750
Draft and Final Technical Memorandum	16	6	-	2	\$5,600	-	-	-	-	\$5,600
TOTAL HOURS	38	132	2							
TOTAL COST		\$10,070	\$25,740	\$190	\$36,000	\$1,800	\$100,000	\$2,000	\$10,200	\$150,000

SCHEDULE

M&A has tentatively scheduled with South Valley Companies, Inc., for their soonest availability in mid-October. We will work with South Valley Companies, Inc., to find opportunities to complete the work sooner and may additionally coordinate with other qualified drilling Contractors to see if earlier availability can be found.

The TM draft will be completed as quickly as practicable, estimated to be within approximately 10 business days following the completion of field activities, allowing time for laboratory analysis and report drafting.

If you have any questions, do not hesitate to contact me.

Sincerely,

Bill DeBoer, P.G., C.Hg.
Principal Hydrogeologist



August 22, 2025

Well 11B02 Exploratory Borehole

Summary of Work

These technical specifications describe the minimum standards for completion and acceptance of the work described herein and serve as the basis for the project budget. These technical specifications establish minimum requirements to be met.

The purpose of this exploratory borehole is to verify subsurface conditions. The exploratory borehole will be advanced to a depth of 750 feet below ground surface (bgs) to confirm site geology and perform downhole geophysical surveys. This data will support the design of a municipal pumping well at the site, which is planned for construction in Spring 2026.

Site Conditions

The exploratory borehole will be located near the existing well 11B01 on Rodgers Road in Salinas County, California. The site is accessible by heading South on Rodgers Road from Espinosa Road. Rodgers Road makes a sharp turn to the west and continues for approximately 0.8 miles before turning to the southwest. Rodgers Road is a public right-of-way and must remain open to traffic throughout the duration of the boring. The site is currently composed of existing well 11B01 and its related infrastructure. The Well Completion Report for 11B01 is included at the end of this document.

CONTRACTOR shall keep all work activities materials and equipment within the work area as demarcated in the field by M&A. No work activities, material storage, or equipment staging shall occur outside of the work area.

CONTRACTOR shall be responsible for notifying Underground Service Alert (USA) prior to any digging. The CONTRACTOR shall bear all responsibility and cost for determining the location of all utilities found on the work site prior to any digging.

The well site and CONTRACTOR work area is within actively farmed, privately owned agricultural fields, actively used private farm roads, privately owned and operated irrigation and electrical equipment, and public utility facilities. CONTRACTOR shall fully cooperate with farm personnel to allow access to private lands and facilities and utility personnel to allow access to the public utilities within and adjacent to the work site and staging area for their respective essential duties.

CONTRACTOR shall be responsible for protecting existing facilities from damage caused by the work. CONTRACTOR shall be responsible for repairing any damage to such facilities caused by CONTRACTOR'S personnel or equipment. Privately grown crops exist immediately adjacent the

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work area and the CONTRACTOR shall be responsible for reimbursing the grower for any damage to crops, soils, or structures caused by CONTRACTOR'S personnel, equipment or performance of work occurring outside of the easement.

Schedule and Working Hours

Construction activities are limited to daytime hours between 0800 and 1800, Monday through Friday. Deviations from this schedule may be allowed with M&A authorization.

The CONTRACTOR shall not access the site or perform any work unless M&A staff are present of approval has specifically been granted by M&A.

Contractor Responsibilities

The CONTRACTOR will submit applications, pay requisite fees, and obtain and comply with all appropriate permits required to complete the scope of work.

The CONTRACTOR will take all necessary precautions to preserve the well site, as nearly as practical, in its present condition. The CONTRACTOR shall be responsible for replacing any damaged property. At all times during the progress of this project, the CONTRACTOR is responsible for keeping the site free of litter and debris.

The CONTRACTOR is fully responsible for maintaining security of all work areas at all times.

The CONTRACTOR will contain and dispose of construction related trash, maintain an organized and safe work site, provide adequate sanitation facilities, and ensure vehicles leaving unpaved sites do not track mud onto public rights-of-way.

The CONTRACTOR will provide all necessary equipment, tools, and appurtenances for the timely completion of the work. The CONTRACTOR's equipment shall be in complete and safe operating condition and shall be appropriately maintained and operated during the project. The CONTRACTOR shall be solely responsible for the condition of their equipment and shall maintain an inventory of necessary spare parts for the timely repair of equipment in the event of a failure or breakdown. No payment shall be made for standby time or equipment rental caused by a breakdown or failure of the CONTRACTOR's equipment.

The CONTRACTOR will remove trackable mud, cuttings, sand, grout, and other materials from undercarriages, tires, and other surfaces of equipment prior to moving equipment on or across public roads and pathways. The CONTRACTOR will immediately clean public rights of way.

The CONTRACTOR will maintain copies of all project permits at the construction site.

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The CONTRACTOR will maintain borehole in a sanitary manner at all times and prevent potential entry of pests or contaminants.

The CONTRACTOR shall hold a valid Class C-57 California CONTRACTOR's License.

Submittals

A list of required submittals is provided in Table 1. In addition, the CONTRACTOR shall be responsible for receiving acceptance for all required equipment and information referenced elsewhere in these Technical Specifications. All submittals required from the CONTRACTOR shall be considered part of the scope of work. Submittal documents shall be provided to M&A as shown in Table 1. All submittals are subject to acceptance by M&A; submittal requirements shall be satisfied upon acceptance. Premobilization submittals must be accepted by M&A prior to the CONTRACTOR mobilizing equipment to the work site.

Table 1. Submittals

Pre-Mobilization Submittals
Project schedule
Approved boring permit
Copy of the Active Underground Service Alert Dig Ticket
Description of the drilling and fluid system to be used including the types of fluid to be used
The name and qualifications of the firm proposed for completing geophysical surveys
Type and content of proposed sealing material (mix design)
In-Field Submittals
Daily progress logs
Formation samples every 10 feet (bagged)
Results of the geophysical surveys
Concrete weight tickets upon delivery to the job site
Final Submittals
Documentation of Permit Close-out for all permits obtained, as necessary
Final Well Completion Report

Sanitation

The CONTRACTOR shall provide and maintain adequate sanitation facilities appropriate to the number of personnel working on the site.

Construction Water and Power

CONTRACTOR will be responsible for sourcing and providing all water necessary for completion of the project as described herein. Water is not currently available at the site.

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The CONTRACTOR shall provide all necessary power for completion of the work scope through temporary means such as generators.

Drilling Fluids and Cuttings Management

The CONTRACTOR is responsible for the containment, hauling, and legal disposal of drilling fluids from the site. Drill cuttings shall remain on site in a managed pile within the construction area on site and will be disposed of by others at a later time.

Noise Control

Sound walls are not required for this project. General best practice noise suppression efforts shall be implemented at all times to minimize disturbance to nearby residents, workers, and the general public. The work site shall be managed and arranged to minimize noise to the extent practicable, including use of mufflers, shielding, and by placing noise-producing equipment away from sensitive receptors, as feasible.

Spills, Leaks, and Releases

CONTRACTOR shall not cause the release of any hazardous or nuisance substances to the environment and shall use plastic sheeting or oil absorbent mats to protect the well site from spills of hydraulic oil, fuel, lubricants, or coolants from the drilling and support equipment. If a release occurs, CONTRACTOR shall contain and properly dispose of affected media and shall be responsible for all costs associated with remedial or corrective actions to mitigate the release. CONTRACTOR shall contact the relevant regulatory agency/agencies for appropriate reporting.

Foreign and Lost Material Downhole

The placement of any foreign material down the hole must be approved by M&A. This includes, but is not limited to, all drilling materials and fluids.

The CONTRACTOR shall be responsible for all consequences of material lost down the hole. Every attempt shall be made by the CONTRACTOR to retrieve lost material downhole within a time frame and to the satisfaction of M&A. If the borehole becomes damaged as a result of this investigation in the opinion of M&A, the CONTRACTOR shall properly abandon the borehole in accordance with permitting requirements and drill another borehole adjacent to the abandoned borehole at no additional expense to M&A.

Mobilization

The CONTRACTOR shall provide, mobilize, and set up all material and equipment and execute all labor required for the scope of work.

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CONTRACTOR's drilling equipment, temporary facilities, and operations shall be within the construction limits of the site. The CONTRACTOR shall set up work facilities in a neat and orderly manner within the designated area.

Borehole Drilling

The CONTRACTOR shall furnish all material and equipment and execute all labor to drill a borehole to a maximum depth of 750 ft bgs. The exploratory borehole shall be drilled by direct mud-rotary methods with equipment of sufficient capacity to drill the hole required by these specifications. Drilling equipment includes but is not limited to mast and drawworks, air compressors, drilling fluid pumps, drill pipe, etc., must be of requisite size, sufficient capacity, and suitable condition to drill to the anticipated depth.

The CONTRACTOR shall determine the appropriate borehole diameter based on their preference, provided it is of sufficient diameter to complete downhole geophysical surveys required. The CONTRACTOR shall notify M&A of the size of borehole they wish to drill prior to the start of work.

The CONTRACTOR is responsible for determining the need for a temporary or permanent surface casing, including its diameter and depth (if used). Additional payment will not be provided should a conductor become necessary as drilling progresses.

The CONTRACTOR shall make every reasonable effort to maintain a plumb and aligned borehole.

Formation Sampling

The CONTRACTOR shall collect and preserve 1 set of drill cutting samples at 10-foot intervals during the drilling of the borehole. Samples shall be placed in 1-gallon sized, heavy weight, resealable plastic bags and labeled with the borehole identification, date sampled, and sample depth interval. Collected samples shall be stored in a manner to prevent breakage or loss. The sample collection system must allow for collection of representative lithology.

Drilling Fluids

Potable water shall be used to mix a bentonite-based drilling fluid designed to adequately maintain bore wall, minimize invasion of drilling fluid into the formation, and permit recovery of representative samples of cuttings. Soda ash may be used to increase pH of the water used to mix drilling fluids. Drilling with clear water alone will not be permitted.

Excavation of pits on site for drilling fluids will not be allowed, and surface containment (i.e., tanks and/or bins) of drilling fluids will be required. Upon completion of drilling operations and

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well construction, all fluids shall be removed from the site and legally disposed of by the CONTRACTOR.

It is the responsibility of the CONTRACTOR to ensure that the sizing and configuration of the fluid system, mechanical separator and/or settling tanks are adequate to meet the drilling fluid properties outlined below. In the event the CONTRACTOR cannot attain these properties, drilling shall be halted and the mud replaced.

Proper control of the drilling fluid must remain in compliance with these specifications. The methods and materials that the CONTRACTOR would utilize in the event of borehole stability problems and/or loss of circulation must be approved by M&A. In no case shall materials be added to the drilling fluid system or drill hole without prior approval of such materials by M&A.

The CONTRACTOR must provide Standard API measurement devices in proper working order at the drilling site at all times, along with qualified operating personnel to determine the following drilling fluid properties:

1. Drilling fluid weight
2. Drilling fluid viscosity
3. Drilling fluid sand content

The above drilling fluid properties must be recorded by the CONTRACTOR at a minimum of 4-hour intervals, a maximum of every 100 feet of drilling, and whenever conditions appear to change or problems arise. Measurements shall be taken from fluid entering the mud pump or leaving the circulation tank. The drilling fluid shall have the following

1. Weight – maximum of 9.5 pounds per gallon
2. Marsh funnel viscosity – minimum of 28 and maximum of 45 seconds
3. Sand content – maximum of 1% by volume

The CONTRACTOR shall conduct all tests and shall maintain a log showing the drilling fluid properties set forth herein including date, time, depth, weight, viscosity, sand content and any pertinent comments.

All measurements for depths shall be referenced to existing ground surface at the well site.

Downhole Geophysical Surveys

The CONTRACTOR shall furnish all material and equipment and provide all labor to perform a geophysical log including measurements of:

- Spontaneous potential



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- Electrical resistivity (single-point, 16-inch short normal, 64-inch long normal, and focused guard)
- Gamma ray
- Caliper
- Deviation

The CONTRACTOR shall ensure that the borehole is properly conditioned by circulating drilling fluids in preparation for geophysical logging, and the borehole is continually filled with fluid during logging operations.

Standby time will not be paid for additional cleaning and conditioning of the pilot borehole to enable logging operations to proceed.

If the logging probe fails to descend to the desired depth, the CONTRACTOR, at their own expense, shall condition the borehole to permit the logging probe to descend to the desired depth.

Borehole Abandonment

The CONTRACTOR shall furnish all material and equipment and provide all labor necessary to abandon the exploratory borehole in accordance with the permit. The CONTRACTOR shall make applicable notifications to the permitting agency prior to seal placement, as specified in the permit.

Sealing material shall consist of batch plant mixed 10.3 sack sand cement grout in conformance with permitting requirements. Accelerators, retardants, bentonite, and other additives shall not be used without prior approval by the M&A.

Sealing material shall be placed using the tremie method from the bottom of the borehole and shall be completed in a manner that prevents freefall, bridging, or separation. Placement shall be completed in 1 continuous operation, from the bottom of the borehole to ground surface.

The CONTRACTOR shall contain and appropriately manage displaced fluids during the borehole abandonment process.

Demobilization & Cleanup

The CONTRACTOR shall removal all material and equipment from the site following abandonment of the exploratory borehole.

Complete removal of all material, temporary facilities, drilling fluids, and municipal waste from the site to the satisfaction of M&A. Upon completion of the scope of work and submittal of all specified submittals, M&A may perform a final site inspections prior to release of final payment.

Exhibit D- Revised Fee Schedule

Fee Schedule for Project

	Senior Hydrogeologist	Staff Hydrogeologist	Editing	Labor Costs	Expenses	Subcontractors		M&A 10% Mark-up	TOTAL
	Scientist 6	Scientist 13	Technical Editor			South Valley Companies	Laboratory		
Project Management	6	-	-	\$1,590	-	-	-	-	\$1,590
Pre-Mobilization Site Visit	6	6	-	\$2,760	\$300	-	-	-	\$3,060
Mobilization, Drilling, Borehole Destruction and Laboratory Services	10	120	-	\$26,050	\$1,500	\$100,000	\$2,000	\$10,200	\$139,750
Draft and Final Technical Memorandum	16	6	2	\$5,600	-	-	-	-	\$5,600
TOTAL HOURS	38	132	2						
TOTAL COST	\$10,070	\$25,740	\$190	\$36,000	\$1,800	\$100,000	\$2,000	\$10,200	\$150,000