AMENDMENT No. 3
to
Agreement for Professional Services
between
Monterey County Water Resources Agency and AECOM Technical Services, Inc.

THIS AMENDMENT NO. 3 to the Agreement for services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and AECOM Technical Services, 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 October 14, 2022, and processed Amendment No. 1 on July 18, 2023, and Amendment No. 2 on July 19, 2024 (hereinafter, "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by extending the term to June 20, 2028, and increasing the dollar amount by $225,000 for a total contract amount not to exceed $564,356; and

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

1. Amend Section 2 **"Term of the Agreement"** to read as follows:

   Term of Agreement. The term of this Agreement shall begin on **October 14, 2022,** by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

2. Amend Section 3 **"Payments to CONTRACTOR; maximum liability"** to read as follows:

   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 Exhibit D. The maximum amount payable to CONTRACTOR under this contract is **Five Hundred Sixty-Four Thousand Three Hundred Fifty-Six Dollars and no cents ($564,356).**

Original Agreement:	$ 78,724
Amendment No. 1:	$157,240
Amendment No. 2:	$103,392
Amendment No. 3:	$225,000
Not to exceed total:	$564,356

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

4. 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:

By: _____

Ara Azhderian
General Manager

Date: _____

Approved as to form:

By: _____

Chief Assistant County Counsel

Date: _____

Approved as to fiscal provisions:

By: _____
Auditor-Controller

Date:_____

By: _____
Administrative Analyst

Date:_____

CONTRACTOR: AECOM Technical Services

By: _____

Type Name: _____

Title: _____

Date: _____

By: _____

Type Name: _____

Title: _____

Date: _____

* 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.

EXHIBIT G – FEE SCHEDULE

This Exhibit G shall replace Exhibit F and become effective for work performed by CONTRACTOR after July 1, 2025.

Payment:
For the Scope of Work defined in Exhibit E, excluding Task 4b and General Engineering Services Agency shall pay CONTRACTOR on a time and expenses basis. A budget detail for the San Antonio Dam Surveillance and Performance Evaluation work is shown in Table 1.

Table 1. Budget Detail for FY 2025-26.

7/1/2025-6/30/2026 Hourly Rates:		$263.00	$257.00	$212.00	$143.00	$117.00			
Task No.	**Task Description**	**(Yadon) Principal Engineer**	**(Kline) Sr Tech Lead**	**(Tabor) Senior Engineer**	**Support CAD**	**Support Admin**	**Subtotal Manhours**	**Expenses**	**Task Cost Estimate**
1	Annual Inspection	0	10	10	0	0	20	$500	$5,190
2	Piezometer / Drain Data Review	0	0	40	0	0	40	$0	$8,480
3	Survey Data Review	0	0	16	0	0	16	$0	$3,392
4	Instrumentation Data Plots	0	16	40	0	0	56	$0	$12,592
5	Reporting	4	20	64	16	8	112	$150	$23,134
6	Meetings	0	4	8	0	0	12	$0	$2,724
7	On-Call Response	0	0	20	0	0	20	$150	$4,390
8	Earthquake Event Data Review	0	0	24	0	0	24	$0	$5,088
	Total:	**4**	**50**	**222**	**16**	**8**	**300**	**$800**	**$64,990**

Direct Labor Hourly Rate Schedule:
The Direct Labor Rate Schedule (Table 2) herein is effective beginning July 1, 2025. Payable costs shall be the sum of direct labor costs, other direct costs and sub-CONSULTANT mark-up as defined below. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and CONTRACTOR after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February.

Table 2. Direct Labor Hourly Rate Schedule

Labor Category	Rate/Hour
Principal Engineer - (General)	$296
Principal Engineer - (Yadon)	$263
Senior Technical Lead	$267
Project Manager	$239
Senior Engineer / Geologist	$212
Project Engineer / Geologist	$177
Senior Staff Engineer / Geologist	$159
Staff Engineer / Geologist	$143
Support GIS	$165
Support CAD	$143
Support Administrative	$117

Direct Labor Costs: Are the hourly billing rate, per the Direct Labor Rate Schedule times the number of hours worked by the personnel.

Other Direct Costs: Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials 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 overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

Sub-CONTRACTOR Mark-Up: Is the percentage multiplier designated for each sub-CONTRACTOR times the sum of sub-CONTRACTOR direct labor and other direct charges. All sub-CONTRACTOR mark-up multipliers shall not exceed 1.10 (10% mark-up).

INVOICES: Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

NOTIFICATION: When, during performance of the work, CONTRACTOR incurs 75 percent of the total task cost allotted to a task, CONTRACTOR shall so notify the Agency to that effect. If CONTRACTOR has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, CONTRACTOR shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date CONTRACTOR expects its total costs incurred to meet the total task cost.