

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
GEI CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

WHEREAS, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

WHEREAS, the Parties wish to amend the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

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

1. Amend Section 1, **“Employment of CONTRACTOR”** to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit D, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in Exhibit A and Exhibit D:

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 CONTRACTOR in accordance with the payment provisions set forth in Exhibit B - REVISED. The maximum amount payable to the contractor under this contract is Four Hundred Forty Thousand dollars (\$440,000).

Original Agreement	\$200,000
Amendment No. 1	\$170,000
<u>Amendment No. 2</u>	<u>\$70,000</u>
Not to exceed total:	\$440,000

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

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated January 1, 2023.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

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

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Assistant County Counsel

Dated: _____

*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 B - REVISED
Payment Provisions

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor 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. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule GEI Consultants, Inc., Labor

<u>Category</u>	<u>Rate/Hour</u>
Principal Engineer (Gr. 8)	\$342
Engineering Support (Gr. 8)	\$342
Engineering Support (Gr. 7)	\$306
Engineering Support (Gr. 6)	\$257
Engineering Support (Gr. 5)	\$226
Engineering Support (Gr. 3)	\$171
Support Administrative	\$127

Exhibit B - REVISED Payment Provisions

Monterey County Water Resources Agency Labor and Direct Cost Estimate

Nacimiento Hydroplant Secondary Access Road Repairs

MCWRA - Nacimiento PP Secondary Access Road

Task No.	Description	Labor Estimates														Total Estimate					
		Rettberg		Sansone		Fill		Velasquez		Meyers		Tognolini		Subconsultants						Admin	
		Hrs	\$342	Hrs	\$342	Hrs	\$306	Hrs	\$257	Hrs	\$226	Hrs	\$171	Hrs		Hrs	\$127	Hrs	Labor	Per Diem/ODC's	Total
1	Review Project Details and Project Management																10	\$2,774		\$2,774	
	Review Project Details and Coordinate Work	2	\$684			6	\$1,836									2	\$254	10	\$2,774		\$2,774
2	Complete Development of Plans and Specifications for Construction Contract																248	\$63,470	\$6,712	\$70,182	
	Completed Development of P&S for Construction Contract			8	\$2,736			26	\$6,682	80	\$18,080	124	\$21,204		\$2,600	8	\$1,016	246	\$52,318	\$5,362	\$57,680
	Perform Topographic Surveys and Establish Survey Control			2	\$684			2	\$514			2	\$342		\$9,000				\$10,540	\$1,350	\$11,890
	QC/QA Review					2	\$612											2	\$612		\$612
3	Provide Engineering Services During Construction																88	\$20,262	\$1,069	\$21,331	
	Review and Respond to RFIs, Submittals, Design Changes, etc.			4	\$1,368			8	\$2,056	20	\$4,520					8	\$1,016	40	\$8,960		\$8,960
	Provide On-Site Resident Engineer			2	\$684			2	\$514	42	\$9,492							46	\$10,690	\$1,069	\$11,759
	QC/QA Review					2	\$612											2	\$612		\$612
HOURS Subtotal Tasks 1-3		2		16		10		38		142		126				18		346			
Total Tasks 1-3			\$684		\$5,472		\$3,060		\$9,766		\$32,092		\$21,546		\$11,600		\$2,286		\$86,506	\$7,781	\$94,287

Notes and Assumptions:

General

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 10% of labor for field tasks and will comply with MCWRA travel policies and procedures.

Task 1

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

Task 2

- Task 2 is anticipated for senior engineers for 40 hours (includes survey oversight), one project engineer for 80 hours, and one CAD/Design Engineer for 120 hours for preliminary and final drawings in coordination with MCWRA engineer(s).
- Task 2 includes 1 site visit for Construction Manager and Engineer with travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 includes an Opinion of Probable Cost Estimate from the Design Engineer.
- Task 2 includes survey subconsultant for topographic surveys and setting control. Subconsultants will be marked up 15% per standard agreement with MCWRA.
- Task 2 includes estimating services from a qualified subconsultant to check and comment on the OPC estimate from the Design Engineer.

Task 3

- Task 3 Scope of Engineering Services During Construction is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- Task 3 assumes up to 8 total RFI reviews, submittal reviews, and design changes during construction.
- Task 3 per diem includes travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three visits total, M-F, 8 hours per day plus travel time.

Exhibit D - Scope of Work

Nacimiento Dam South Access Road Repair Design & Construction management.

Task 1 – Review Project Details and Project Management – \$2,774

Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

Task 2 – Complete Development of Plans and Specifications for Construction Contract - \$70,182

Complete development of P&S for construction contract, perform topographic surveys, and provide Opinion of Probable Cost estimate.

Task 3 – Provide Engineering Services during Construction (Optional Task) – \$21,331

Review and respond to RFIs, Submittals, Design Changes, etc. and provide part time on-site Resident Engineer during construction.

The total estimate including Optional Task 3 is **\$94,287**.