

# Attachment 5

This page intentionally left blank.

# **ATTACHMENT 5**

Amendment No. 1 to  
Professional Services Agreement A-15575  
with  
Rincon Consultants, Inc.

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF MONTEREY AND  
RINCON CONSULTANTS, INC.**

**THIS AMENDMENT NO. 1** to Professional Services Agreement No. A-15575 between the County of Monterey, a political subdivision of the State of California (“County”) and Rincon Consultants, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

**WHEREAS**, CONTRACTOR entered into Professional Services Agreement No. A-15575 with the County on November 2, 2021 (“Agreement”) to provide On-Call Planning Consultant Services through October 31, 2024, for an amount not to exceed \$200,000; and

**WHEREAS**, CONTRACTOR’s Fee Schedule requires updating;

**WHEREAS**, the Parties wish to further amend the Agreement to update the Fee Schedule (Exhibit A-1) and to increase the total not to exceed amount of \$200,000 by \$60,000 for a new not to exceed amount of \$260,000 without change to the term of the Agreement.

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

1. Amend the first sentence of Paragraph 1.0, SERVICES TO BE PROVIDED, to read as follows:  
The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A and Exhibit A-1** in conformity with the terms of this Agreement.
2. Amend the second sentence of Paragraph 2.0, PAYMENTS BY COUNTY, to read as follows:  
The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$260,000.
3. Amend Paragraph 4.0, ADDITIONAL PROVISIONS/EXHIBITS, to include **Exhibit A-1, Scope of Services/Payment Provisions**.
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect.

Amendment No. 1 to Professional Services Agreement A-15575  
Rincon Consultants, Inc.  
On-Call Planning Consultant Services RFQ #10786  
Housing and Community Development  
Term: November 1, 2021 – October 31, 2024  
Not to Exceed: \$260,000

5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*

Amendment No. 1 to Professional Services Agreement A-15575  
Rincon Consultants, Inc.  
On-Call Planning Consultant Services RFQ #10786  
Housing and Community Development  
Term: November 1, 2021 – October 31, 2024  
Not to Exceed: \$260,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Manager

By: <sup>DocuSigned by:</sup> Jennifer Haddow  
(Signature of Chair, President or Vice President)

Date: \_\_\_\_\_

Jennifer Haddow, Vice President  
(Print Name and Title)

**Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

Date: 8/30/2023

By: <sup>DocuSigned by:</sup> Reed Gallogly  
5C29050B5BA Deputy County Counsel

By: <sup>DocuSigned by:</sup> Richard Daulton  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: 8/31/2023

Richard Daulton, Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

Date: 8/30/2023

By: <sup>DocuSigned by:</sup> Patricia Ruiz  
E79EF64EA Auditor/Controller

Date: 8/31/2023

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

Amendment No. 1 to Professional Services Agreement A-15575  
Rincon Consultants, Inc.  
On-Call Planning Consultant Services RFQ #10786  
Housing and Community Development  
Term: November 1, 2021 – October 31, 2024  
Not to Exceed: \$260,000

## EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between  
**County of Monterey, hereinafter referred to as “County”**  
**and**  
**Rincon Consultants, Inc., hereinafter referred to as “CONTRACTOR”**

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$260,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the attached Pricing Sheet and Fee Schedule.

#### B.2 CONTRACTOR’S BILLING PROCEDURES

##### **Standard Fee Schedule for Environmental Sciences and Planning Services**

Professional, Technical, and Support Personnel*	July 1 – December 31, 2023
Senior Principal	\$308
Principal	\$297
Director	\$297
Senior Supervisor II	\$282
Supervisor I	\$263
Senior Professional II	\$246
Senior Professional I	\$230
Professional IV	\$204
Professional III	\$189
Professional II	\$168
Professional I	\$150
Associate III	\$126
Associate II	\$113
Associate I	\$105
Field Technician	\$91
Data Solutions Architect	\$189
Senior GIS Specialist	\$181
GIS/CADD Specialist II	\$161
GIS/CADD Specialist I	\$145
Technical Editor	\$142
Project Accountant	\$121
Billing Specialist	\$103
Publishing Specialist	\$116
Clerical	\$103

\* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

**EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS****Reimbursable Expenses**

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

\*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Other direct costs** associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

**Annual Escalation.** Standard rates subject to 3.5% annual escalation, on January 1.

**Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Equipment	Rate
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
<b>Water and Marine Resources Equipment</b>	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57

**EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS**

<b>Field Equipment Packages</b>	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.]	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
<b>Insurance, Hazard, and Fees</b>	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*

This page intentionally left blank