

# Attachment C

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**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 4** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, Inc. (hereinafter, "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 a Professional Services Agreement with County on August 1, 2014 (hereinafter, "Agreement") to provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project") beginning July 29, 2014 through June 30, 2016 for an amount not to exceed \$256,769.25; and

**WHEREAS**, Agreement was amended by the Parties on September 11, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1- Scope of Services/Payment Provisions) to extend the term for approximately thirteen (13) additional months through July 29, 2017 and to increase the amount by \$65,000.00 which resulted in a not to exceed amount of \$321,769.25; and

**WHEREAS**, Agreement was amended by the Parties on May 6, 2016 (hereinafter, "Amendment No. 2", including Exhibit A-2 - Scope of Services/Payment Provisions) to reallocate funding within the Agreement in the amount of \$33,500.00 from existing tasks to expand tasks required by the United States Fish and Wildlife Service (USFWS) and the California Department of Transportation (Caltrans) and to increase the amount by \$6,095.00 which resulted in a not to exceed amount of \$327,864.25 with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on February 9, 2017 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for approximately eleven (11) additional months through June 30, 2018, to expand the scope of services, and to increase the amount by \$47,375.00 which resulted in a not to exceed amount of \$375,239.25; and

**WHEREAS**, due to new information and on-going coordination and negotiations between the County, California Department of Parks and Recreation (DPR) and Carmel Area Wastewater District (CAWD), the Parties have identified the need to expand Task 2.1, Task 3.1, Task 3.2, Task 3.3, Task 3.4, Task 3.7, Task 3.8, Task 3.9, Task 5 and Task 6 of the original scope of services for completion of the Project, as further set out in Exhibit A-4, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for approximately eighteen (18) additional months to December 31, 2019 and to increase the amount by \$187,488 for a total amount not to exceed \$562,727.25 to allow CONTRACTOR to continue to provide tasks identified in the Agreement as previously amended and as amended by this Amendment No.4.

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

1. Amend the first sentence of Paragraph 1, "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 **Exhibits A, A-1, A-2, A-3 and A-4** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3 and A-4, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$562,727.25.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from July 29, 2014 to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions" and "Exhibit D, State Coastal Conservancy Agreement No. 17-024".

5. In all places within the Agreement as previously amended, any reference to "Task 2, Prepare National Environmental Protection Act (NEPA) Required Technical Studies", is hereby replaced with "Task 2, Prepare California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) Required Technical Studies".

6. All other terms and conditions of the Agreement as previously amended remain unchanged and in full force.

7. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No.4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Carl P. Holm, AICP  
RMA Director

Denise Duffy & Associates, Inc.  
Contractor's Business Name

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

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
(Printed Name and Title)

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

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

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

By: \_\_\_\_\_  
Wendy S. Strimling  
Senior Deputy County Counsel

Its: \_\_\_\_\_  
(Printed Name and Title)

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

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

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

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

\*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) managing members. 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.

## EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project"), as set forth below:

**Task 2. Prepare California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) Required Technical and Biological Studies**

CONTRACTOR has identified new information and has coordinated with the County, California Department of Parks and Recreation (hereinafter, "DPR"), and the Carmel Area Wastewater District (hereinafter, "CAWD") to expand the services of the tasks below for the Project.

**Task 2.1 Natural Environment Study**

Review and revise the 2015 botanical surveys as necessary to ensure compliance with regulatory guidance; specifically, that surveys are not conducted during severe drought.

*Total estimated cost for completion of Task 2.1 is an additional \$9,604.*

**Task 3. Preparation of the Combined CEQA/NEPA Document**

CONTRACTOR, based on the new information available and outcomes of the ongoing coordination with County, DPR, CAWD and regulatory agencies, will provide the expanded services of the tasks below for the Project.

**Task 3.1.1 Project Alternatives Analysis**

CONTRACTOR will provide additional alternatives analysis services for the environmental review process, as requested by County. Services may include but are not limited to review of technical analysis and response to agency or stakeholder comments, developing and evaluating Project alternatives.

Should a formal alternatives analysis be requested, CONTRACTOR will develop a reasonable range of Project alternatives to be analyzed at the same technical level as the preferred alternative. Work with the Project hydrologic and civil engineering team members to determine the most appropriate and efficient approach to developing alternatives, including reexamining alternatives previously considered and focusing on potential alternatives to reduce or avoid

## EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

one (1) or more environmental impacts. For budget purposes, this assumes no new technical studies will be required.

*Total estimated cost for completion of Task 3.1.1 is \$20,572.*

**Task 3.2.1 Prepare Revised 1<sup>st</sup> Administrative Draft CEQA/NEPA Document**  
CONTRACTOR will identify a CEQA/NEPA document format that County, the United States Fish and Wildlife Service (USFWS), and Caltrans can agree upon. All sections of the document will be inserted into the new template, the document reformatted, and additional alternatives analyses information incorporated. A significant portion of this work includes adding new alternatives analysis, inserting new information and analysis into the hydrology and biology section, and updating the executive summary.

*Total estimated cost for completion of Task 3.2.1 is \$28,078.*

**Task 3.3.1 Prepare Revised 2nd Administrative Draft CEQA/NEPA Document**  
CONTRACTOR will revise the CEQA/NEPA document in response to comments.

*Total estimated cost for completion of Task 3.3.1 is \$15,692.*

**Task 3.4. Prepare Screencheck and Public Review Draft CEQA/NEPA Document and Noticing**  
CONTRACTOR will revise the document in response to comments. This scope of services assumes that the USFWS will be responsible for the Federal noticing requirements associated with an Environmental Impact Statement (EIS) if that is the document chosen.

*CONTRACTOR has not yet completed this task and requests an additional \$5,436 for completion of Task 3.4.*

**Task 3.7 Prepare Screencheck Draft Final CEQA/NEPA Document, Mitigation Monitoring and Reporting Program (MMRP) and CEQA Findings**  
CONTRACTOR will revise the document in response to comments. This scope of services assumes the USFWS will be responsible for the Federal noticing and Record of Decision documents.

*CONTRACTOR has not yet completed this task and requests an additional \$3,902 for completion of Task 3.7.*

**3.8 Prepare Final Environmental Document, MMRP and CEQA Findings**  
CONTRACTOR will revise the materials in responses to comments.

## EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

*CONTRACTOR has not yet completed this task and requests an additional \$7,948 for completion of Task 3.8.*

### **3.9 Optional Tasks**

CONTRACTOR will provide optional tasks as a result of on-going coordination and communication through the environmental review process with stakeholders and regulatory agencies. Optional activities may include unanticipated additional work related to Task 3 above, including, but not limited to, converting the Environmental Impact Report (EIR) to an EIS document to meet NEPA requirements if it becomes necessary.

*Total estimated cost for completion of Task 3.9 is \$70,000.*

CONTRACTOR will not access the funds for these optional tasks without prior express written consent from County.

### **Task 5. Project Management**

The additional work identified in this amended scope of services will necessitate additional costs in project management by CONTRACTOR.

*CONTRACTOR has not yet completed this task and requests an additional \$9,844 for completion of Task 5.*

### **Task 6. Meetings**

CONTRACTOR continues to participate in bi-weekly Project coordination meetings, and due to unanticipated Project complexity requires additional staff to participate in bi-weekly meetings.

*CONTRACTOR has not yet completed this task and requests an additional \$16,412 for completion of Task 6.*

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$187,488.00**, for a total amount not to exceed **\$562,727.25** for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A, A-1, A-2 and A-3, and A-4, Scope of Services/Payment Provisions. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.



## EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of the work completed per task as outlined in the CONTRACTOR's monthly invoice.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance of Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number (MYA #3000\*1375), Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

Denise Duffy & Associates, Inc.

Cost Estimate for

**Amendment No. 4 to the Professional Services Agreement (PSA) for the  
Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project**

<b>1.0</b>	<b>Project Initiation (Complete)</b>	\$ 34,227.00	\$	\$ 34,227.00
<b>2.0</b>	<b>CEQA/NEPA Technical and Biological Studies</b>	\$ 116,834.50	\$ 9,604.00	\$ 126,438.50
2.1	Natural Environment Study	\$ 18,792.50	\$ 9,604.00	\$ 28,396.50
2.2 - 2.10	All other CEQA/NEPA Studies	\$ 98,042.00	\$ -	\$ 98,042.00
<b>3.0</b>	<b>Preparation of Combined CEQA/NEPA Documents</b>	\$ 123,489.25	\$ 151,628.00	\$ 275,117.25
3.1	CEQA/NEPA Project and Alternative Descriptions	\$ 12,982.75	\$ -	\$ 12,982.75
3.1.1	Project Alternatives Analysis	\$ -	\$ 20,572.00	\$ 20,572.00
3.2	Prepare 1st Administrative Draft CEQA/NEPA Document	\$ 52,920.00	\$ -	\$ 52,920.00
3.2.1	Revised 1st Administrative Draft CEQA/NEPA Document	\$ -	\$ 28,078.00	\$ 28,078.00
3.3	Prepare 2nd Administrative Draft CEQA/NEPA Document	\$ 13,052.75	\$ -	\$ 13,052.75
3.3.1	Revised 2nd Administrative Draft CEQA/NEPA Document	\$ -	\$ 15,692.00	\$ 15,692.00
3.4	Prepare Screencheck and Public Review Draft CEQA/NEPA Document and Noticing	\$ 14,752.75	\$ 6,436.00	\$ 20,188.75
3.5	Respond to Public Comments and Prepare 1st Administrative Draft Final Document	\$ 10,596.75	\$ -	\$ 10,596.75
3.6	Prepare 2nd Administrative Draft Final Document and Draft MMRP	\$ 6,392.75	\$ -	\$ 6,392.75
3.7	Prepare Screencheck Draft Final CEQA/NEPA Document, MMRP and CEQA Findings	\$ 3,076.75	\$ 3,902.00	\$ 6,978.75
3.8	Prepare Final Environmental Document, MMRP and CEQA Findings	\$ 9,714.75	\$ 7,948.00	\$ 17,662.75
3.9	Optional Tasks	\$ -	\$ 70,000.00	\$ 70,000.00
<b>4.0</b>	<b>Regulatory Permitting</b>	\$ 46,267.00	\$	\$ 46,267.00
<b>5.0</b>	<b>Project Management</b>	\$ 20,983.00	\$ 9,844.00	\$ 30,827.00
<b>6.0</b>	<b>Meetings</b>	\$ 33,438.50	\$ 16,412.00	\$ 49,850.50

**EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PAYMENT PROVISIONS**

Invoices for services/work products/deliverables under this Agreement shall be submitted monthly, shall identify the document or work product being delivered, include monthly progress reports, state the percentage of task completion, state the percentage of budget expended to date, and shall include the following:

**1. Invoice Coversheet**

*Denise Duffy & Associates, Inc.*

*Carmel River Floodplain Restoration and Environmental Enhancement Project*

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

Invoice No.: \_\_\_\_\_

*Original Agreement Amount/Term: \$256,769.25; July 29, 2014 – June 30, 2016*  
*Amendment No. 1: Increased by \$65,000.00; Extended Term to July 29, 2017*  
*Amendment No. 2: Increased by \$6,095.00 and Reallocated Funds*  
*Amendment No. 3: Increased by \$47,375.00; Extended Term to June 30, 2018*  
*Amendment No. 4: Increases by \$187,488.00; Extends Term to December 31, 2019*

<b>This Invoice: Task 2.</b>	<b>Prepare CEQA and NEPA Required Technical Studies</b>	
	Task 2.1, Natural Environment Study	_____
	\$9,604.00	
<b>Task 3.</b>	<b>Preparation of the Combined CEQA/NEPA Document</b>	
	Task 3.1.1, Project and Alternative Analysis	_____
	\$20,572.00	
	Task 3.2.1, Revised 1 <sup>st</sup> Administrative Draft CEQA/NEPA Document	_____
	\$28,078.00	
	Task 3.3.1, Revised 2 <sup>nd</sup> Administrative Draft CEQA/NEPA Document	_____
	\$15,692.00	
	Task 3.4, Prepare Screencheck and Public Review Draft CEQA/NEPA Document and Noticing	_____
	\$5,436.00	
	Task 3.7, Prepare Screencheck Draft Final CEQA/NEPA Document, MMRP and CEQA Findings	_____
	\$3,902.00	
	Task 3.8, Prepare Final Environmental Document, MMRP and CEQA Findings	_____
	\$7,948.00	
	Task 3.9, Optional Tasks	_____
	\$70,000.00	
<b>Task 5</b>	<b>Project Management</b>	
	Additional Project Management	_____
	\$9,844.00	
<b>Task 6.</b>	<b>Meetings</b>	
	Additional Meetings	_____
	\$16,412.00	
<b>Total Increase:</b>	<b>\$187,488.00</b>	

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_ Date \_\_\_\_\_  
*Melanie Beretti, Special Programs Manager*

**2. Invoice Detail**

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

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