

# Attachment B

This page intentionally left blank.

**AMENDMENT NO. 4  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RINCON CONSULTANTS, INC.**

**THIS AMENDMENT NO. 4** to Agreement No. A-12548 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rincon Consultants, 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 Agreement No. A-12548 with County on August 16, 2013 (hereinafter, "Agreement") to provide permit application review services (hereinafter, "services") through August 16, 2016 with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$100,000 per fiscal year (FY) for a total amount not to exceed \$300,000 for the initial three (3) year term (FY 2013-14, FY 2014-15, and FY 2015-16) in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, Agreement was amended by the Parties on June 28, 2016 (hereinafter, "Amendment No. 1", including Attachment A-1 – Revised Pricing Sheet, effective August 17, 2016) to extend the term for one (1) additional year through August 16, 2017, to update the Pricing Sheet, and to increase the amount by \$500,000 for the cost of services during that period (FY 2016-17) which resulted in a total not to exceed amount of \$800,000; and

**WHEREAS**, Agreement was amended by the Parties on July 25, 2017 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through August 16, 2018 and to increase the amount by \$300,000 for the cost of services during that period (FY 2017-18) which resulted in a total not to exceed amount of \$1,100,000; and

**WHEREAS**, Agreement was amended by the Parties on July 23, 2018 (hereinafter, "Amendment No. 3") to update the provisions, to extend the term for approximately eleven (11) additional months through June 30, 2019, and to increase the amount by \$100,000 for the cost for services during that period (FY 2018-19) which resulted in a total not to exceed amount of \$1,200,000; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10382; and

**WHEREAS**, CONTRACTOR's Revised Pricing Sheet, effective August 17, 2016, requires an update effective July 1, 2019, in accordance with Attachment A-2, Revised Pricing Sheet, which is attached and incorporated by this reference; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide services and to allow County staff to continue to prepare and process a new RFQ; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2020, to increase the cost for services by \$100,000 for FY 2019-20 for a total amount not to exceed \$1,300,000, and to update the Pricing Sheet to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend Paragraph 1.1 under Section 1.0, "Performance of Agreement", to add the following:

Attachment A-2 – Revised Pricing Sheet

2. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT will be from August 16, 2013 to June 30, 2020.

3. Amend Paragraph 4.1 under Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both Parties that the CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Attachments A, A-1 and A-2. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year (FY) for the initial three (3) year term (FY 2013-14, FY 2014-15 and FY 2015-16) of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension (FY 2016-17), shall not exceed \$300,000 for the second additional one (1) year period extension (FY 2017-18), shall not exceed \$100,000 for the third additional approximate eleven (11) month period extension (FY 2018-19) beyond the initial term, and shall not exceed \$100,000 for the fourth additional one (1) year period extension beyond the initial term for a total AGREEMENT amount not to exceed \$1,300,000.

4. Amend Paragraph 5.1 under Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", and Section 5.0, "Invoices and Purchase Orders", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000\*990, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us):

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

Page 2 of 4

Amendment No. 4 to Agreement No. A-12548  
Rincon Consultants, Inc.  
Permit Application Review Services (RFQ #10382)  
RMA - Planning  
Term: August 16, 2013 – June 30, 2020  
Not to Exceed: \$1,300,000

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. 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.
7. 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: \_\_\_\_\_  
Contracts/Purchasing Officer

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

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By:   
Brian P. Briggs  
Deputy County Counsel

Date: 5-13-19

Approved as to Fiscal Provisions

By:   
Auditor/Controller

Date: 5/14/19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


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

Rincon Consultants, Inc.  
Contractor's Business Name

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

Its: Stephen M. Sack, Vice President  
(Print Name and Title)

Date: May 7, 2019

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

Its: Laciessa Davis CFO  
(Print Name and Title)

Date: 5/8/19

\*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.

**ATTACHMENT A-2 - REVISED PRICING SHEET**  
**Effective July 1, 2019**

**CONTRACTOR'S PRICING SHEET**

<b>Service:</b>	<b>Review Fee:</b>
Permit Review (regular)	\$1,500 - \$3,500
Preparation of IS-MND includes application review, site visit, document revisions and project management	\$7,500 - \$60,000
Preparation of Staff Report including Findings, MMRP, and hearing attendance	\$4,000 - \$12,000

<b>Service:</b>	<b>Hourly Rate:</b>
Permit Review (regular)	\$77 - \$242 (see attached Fee Schedule)

CONTRACTOR, having read and understood all proposal information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that a final fee may be negotiated with the CONTRACTOR for the required services.

<b>Reimbursable Items</b>	<b>Total Cost</b>
Vehicle Use and Mileage	\$85 regular; \$135 4WD IRS rate/mile over 50 miles
Filing Fees	At Cost plus 10%
Printing and Postage	At Cost plus 10%
Miscellaneous Office Expenses	At Cost plus 3%

**ATTACHMENT A-2 – REVISED PRICING SHEET**

Effective July 1, 2019

**RINCON CONSULTANTS, INC.**

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

Professional, Technical & Support Personnel*	Hourly Rate
Principal II / Director II	\$242
Principal I / Director I	\$221
Senior Supervisor II	\$206
Supervisor I	\$196
Senior Professional II	\$176
Senior Professional I	\$161
Professional IV	\$144
Professional III	\$129
Professional II	\$115
Professional I	\$103
Associate III	\$95
Associate II	\$89
Associate I	\$82
Project Assistant	\$77
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$124
GIS/CADD Specialist I	\$111
Technical Editor	\$113
Production Specialist	\$89
Clerical	\$77

\*Professional classification includes: 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 \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10/disk
Light duty/Passenger Vehicles	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

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

Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 10% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above 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, etc.



**ATTACHMENT A-2 – REVISED PRICING SHEET**

Effective July 1, 2019



**RINCON CONSULTANTS, INC.**

Equipment	Day Rate
<b>Environmental Site Assessment</b>	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
<b>Natural Resources &amp; Multi-Service Field Equipment</b>	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package: (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Fisheries Equipment Package: (waters, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Bock Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
<b>Water &amp; Marine Resources Equipment</b>	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: UW Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Real Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person

This page intentionally left blank