

# Attachment K

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ATTACHMENT K

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WHITSON AND ASSOCIATES, INC. DBA WHITSON ENGINEERS**

**THIS AMENDMENT NO. 4** to Professional Services Agreement No. A-13085 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Whitson and Associates, Inc. dba Whitson Engineers (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 Professional Services Agreement No. A-13085 with County on April 14, 2016 (hereinafter, “Agreement”) to provide a Final Design of the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (hereinafter, “Project”) for a term beginning April 13, 2016 through December 31, 2017 for an amount not to exceed \$1,113,987; and

**WHEREAS**, Agreement was amended by the Parties on January 3, 2018 (hereinafter, “Amendment No. 1”) to extend the term for approximately six (6) additional months through June 18, 2018 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on March 2, 2018 (hereinafter, “Amendment No. 2”, including Exhibit A-1 - Scope of Services/Payment Provisions and Exhibit E – State Coastal Conservancy Agreement No. 17-024) to extend the term for approximately eighteen (18) additional months through December 31, 2019 and to increase the amount by \$56,000 which resulted in a total not to exceed amount of \$1,169,987; and

**WHEREAS**, Agreement was amended by the Parties on December 11, 2019 (hereinafter, “Amendment No. 3”) to update the Indemnification for Design Professional Services Claims provision and to extend the term for three (3) additional years through December 31, 2022 with no increase in the not to exceed amount; and

**WHEREAS**, Task 1, Draft Final (60%) Design of the Agreement has been completed; and

**WHEREAS**, due to clarification of the necessary steps to continue with the Project, the Parties have identified the need to expand Tasks 2, 3, 4, 5 and 6 of the original scope and have identified new tasks associated with well design and additional right-of-way work for completion of the Project, as further set out in Exhibit A-2 of this Agreement; and

**WHEREAS**, the Parties wish to reallocate funding in the amount of \$493,090.82 to update existing tasks and to add new tasks as included in Exhibit A-2, attached hereto and incorporated herein by reference; and

**WHEREAS**, CONTRACTOR’s Fee Schedule requires an update effective July 1, 2020; and

**WHEREAS**, the Project has been delayed due to ongoing coordination with adjacent landowners and regulatory agencies; and

**WHEREAS**, due to the delay, remaining and new tasks have been identified for an update or inclusion for completion of the Project, as outlined in Exhibit A-2 to the Agreement; and

**WHEREAS**, additional funding is necessary to allow CONTRACTOR to complete tasks for the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the Fee Schedule effective July 1, 2020, reallocate unused funding in the amount of \$493,090.82 and increase the amount by \$484,909.18 for a total amount not to exceed \$1,654,896.18 to allow CONTRACTOR to continue to provide tasks 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 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 and A-2** 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 and A-2**, 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 \$1,654,896.18.

3. Amend Paragraph 4, “Additional Provisions/Exhibits”, by adding “Exhibit A-2, Scope of Services/Payment Provisions” to the Agreement.
4. The “Delivery Dates” for Tasks 2, 3, 4, 5 and 6 referenced in Exhibit A of the Agreement, are hereby amended to extend through December 31, 2022, to conform to the amended term of the Agreement.
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: \_\_\_\_\_  
Carl P. Holm, AICP  
RMA Director

Whitson and Associates, Inc.  
dba Whitson Engineers  
\_\_\_\_\_  
Contractor's Business Name

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

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

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

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

By: \_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager**

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

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

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

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) 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.

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and

Whitson and Associates, Inc. dba Whitson Engineers, hereinafter referred to as “CONTRACTOR”

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work to provide expanded services for the Final Design of the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (hereinafter, “Project”). The following scope outlines the tasks necessary to complete the Project. In addition, the current remaining budget in the amount of \$493,090.82 for tasks previously outlined in Exhibits A and A-1 of this Agreement shall be reallocated to the tasks outlined below.

#### **Task 1. Draft Final (60%) Design**

*Task 1 is complete.*

#### **Task 2. Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR) (UPDATE)**

*This task is expanded to include a new FEMA Engineering Library Request; updates to the digital base map; a floodway encroachment analysis for the designated floodway just upstream of the Project; modeling the flood of record for the California Department of Transportation (Caltrans) Final Hydraulics Report (FHR); and Public notification and stakeholder outreach.*

**FEMA Engineering Library Request.** CONTRACTOR’s first order of business shall be to submit a FEMA Engineering Library request to confirm that CONTRACTOR’s current modeling is the most recent model on file and to collect data that may have been submitted by others for the Letter of Map Revision (LOMR) requests along the affected reach.

**Computer Aided Design (CAD) Base Preparation.** Update the CAD base (workmaps) based on the Project’s topographic mapping in the areas covering the floodplain restoration project, and the two-foot (2’) contour interval data collected by FEMA for the remainder of the study area. The FEMA 2’ contour data shall be converted to North American Vertical Datum (NAVD)-88 using the vertical conversions for the main channel and overbank areas that are included in the Monterey County Flood Insurance Study.

**Hydraulic Modeling.** Perform hydraulic modeling using comparable methodologies to the currently-effective flood study. Hydraulic model runs shall be developed for duplicate effective, pre-Project, and post-Project conditions. Each of the above model conditions shall require three (3) runs (all levees hold, south overbank levees fail, and north overbank levees fail scenarios) to describe the flooding potential and each of those analyses shall be completed for the ten (10), fifty (50), one hundred (100), and five hundred (500) year flood flows. This is a total of thirty-six (36) model runs. Flow splits shall be manually re-optimized and energy

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

grades balanced for twenty-four (24) of the thirty-six (36) runs [twelve (12) duplicate effective flow splits shall remain unchanged].

A floodway exists just upstream of the Project. A floodway encroachment analysis may need to be completed if it is determined that the Project could affect the downstream end of the floodway extents. This analysis is anticipated in CONTRACTOR's budget.

CONTRACTOR shall model the flood of record (1995) for inclusion on the foundation plan (currently the overtopping flood is shown).

NOTE: The hydraulic modeling task has been budgeted assuming that no new hydrologic analyses or revisions to the currently effective tailwater assumptions will be required by FEMA.

**CLOMR Submittal Package.** Model results shall be used to conditionally re-delineate the Zone AE boundaries [one hundred (100) year floodplain] included on the impacted FEMA Flood Insurance Rate Map (FIRM) panel and adjust the associated Base Flood Elevations (BFEs). Zone X boundaries shall also be re-delineated based on the five hundred (500) year flood model results. Flood profile plots shall be adjusted based on the model results for the main channel, south overbank, and north overbank reaches. The analyses described in the subtasks above shall be summarized and documented in a CLOMR introductory cover letter and provided to FEMA along with the required MT-2 forms and supporting documentation such as tabulated results from the thirty-six (36) model runs, digital workmaps, annotated FIRM panels, updated flood profiles, and draft notification announcements. CONTRACTOR's sub-contractor, Balance Hydrologics, Inc., shall lead the effort to digitally submit the CLOMR through the FEMA online portal in order to expedite the processing time. A processing fee in the amount of \$6,500 is required by FEMA and is included in the attached budget as an expense.

**Respond to FEMA Request for Information (RFI).** Budget is allocated to prepare up to three (3) response to comment submittals to FEMA.

**Public Notice Preparation and Transmittals.** This subtask is budgeted assuming individual property owner notification will be required by FEMA; otherwise, impacted property owners shall be notified in bulk through a posting in a local newspaper and by making the CLOMR document available for review at County offices.

**Stakeholder Outreach.** CONTRACTORS's sub-contractor, Balance Hydrologics, Inc., shall lead the effort to obtain approval of the CLOMR from the Monterey County Water Resources Agency (MCWRA). Budget is allocated for one (1) in-person meeting with MCWRA staff to present the document, coordinate their review, and facilitate their signing of the FEMA MT-2 forms. Budget is allocated to respond to comments and reissue the document as needed. Balance Hydrologics, Inc. shall also assist CONTRACTOR and the overall Project team in engaging other Project stakeholders as needed. This task is budgeted to cover two (2) additional meetings and subsequent communication.

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 3. Caltrans Project Report (PR) and Hydraulic Report (UPDATE)**

*This Task includes PR revisions based on current Caltrans design standards and updating the citations and discussions of background traffic data, studies and reports based on the most currently available sources. The Location Hydraulic Study (LHS)/Floodplain Evaluation Report (FPE) and FHR will also be updated to reflect the current Caltrans documentation requirements.*

Update the Draft Project Report (DPR) to a Final PR. Update the text to reflect current (2019) Caltrans design standards and the most current available traffic data. The PR shall include an updated LHS/FPE, FHR, and the approved Initial Study/Mitigated Negative Declaration (IS/MND) as attachments, in addition to the 60% Plans and Estimate and other various background technical documents.

Revise the *FHR and LHS/Floodplain Encroachment Report (LHS/FER)* based on current Caltrans documentation requirements.

#### ***Deliverables:***

- *Caltrans PR (copies as required by Caltrans)*
- *FHR with LHS/FER included as an Appendix (copies as required by Caltrans)*

### **Task 4. Final (90% & 100%) Design**

#### **Task 4.1 Final (90% & 100%) Design – Restoration (UPDATE)**

- Update the **Restoration Plans** based on comments received on the 60% submittal.
- Update the **Specifications** based on comments received on the 60% submittal.
- Update the **Construction Cost Estimate** based on 90% Plans and Specifications.
- Update the **Schedule** and maintain throughout Final Design.
- Update the **Stormwater Pollution Prevention Plan (SWPPP) Intent Document** based on comments received on the 60% submittal.
- Respond to plan check comments received on the 90% submittal and develop **Final (100%) Design** package.
- Update the **Restoration and Management Plan (RMP)** based on the 90% and 100% designs, if required. (NOTE: The magnitude of the effort required is unknown., A modest level of effort is budgeted. If the task requires a higher level of effort than budgeted, an additional fee may be needed.)
- **Submit** the 90% Design Package to County for Grading Permit plan check.
- Participate in up to one (1) **Public/Stakeholder Meeting** or Presentation, if requested.
- Participate in a Half Day Technical and Permitting Committee Meeting, if requested.
- Participate in one (1) hour biweekly teleconferences, if requested.
- A budget is included for **reimbursable expenses** including reproduction/printing and mileage. Mileage shall be charged according to the current Internal Revenue Service (IRS) mileage rate.



## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### *90% & 100% Final Design – Restoration Deliverables:*

- *Comment Response Letter*
- *Restoration Plans*
- *Special Provisions*
- *Engineer's Estimate*
- *Project Schedule*
- *SWPPP Intent Document*
- *Update to RMP, if required*

### **Optional Task 4.1.c Additional Final Restoration Work (UPDATE)**

This task is added to allow for any additional work that may be identified during completion of Task 4.1, Final (90% & 100%) Design – Restoration. This Optional Task and associated services shall not be provided unless authorized in writing by County prior to the optional services being provided. Optional services completed by CONTRACTOR prior to receiving County's written authorization to proceed shall not be eligible for compensation.

### **Task 4.2 Final (90% & 100%) Design – Causeway (UPDATE)**

- Submit the Caltrans Encroachment Permit Application using the 60% Plans. Other permits, including the County Coastal Development Permit (CDP) and Grading Permit, shall not be handled by CONTRACTOR.
- Update the **Highway Plans** based on comments received on the 60% submittal.
- Update the **Specifications** based on comments received on the 60% submittal.
- Update the **Construction Cost Estimate** based on 90% Plans and Specifications.
- Update the **Foundation Report** and **Geotechnical Design Report** based on comments received on the 60% submittal.
- Perform independent in-house **Bridge Design Check**. CONTRACTOR shall select a staff engineer (Checker) who was not involved in the design to re-analyze the bridge, verify member capacities and review the special provisions for the bridge. The Checker shall provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent review. Issues raised by the Checker shall be discussed and resolved between the CONTRACTOR's Designer and Checker. The Final Design shall reflect agreement between the two (2) engineers.
- **Submit** the 90% Design Package to Caltrans for Encroachment Permit plan check.
- Respond to plan check comments received on the 90% submittal, and develop **Final (100%) Design** Package.
- A budget is included for **reimbursable expenses** including reproduction/printing and mileage.

### *90% & 100% Final Design – Causeway Deliverables (Directly Submitted to Caltrans):*

- *Comment Response Letter*
- *Highway Plans*
- *Special Provisions*
- *Engineer's Estimate*
- *Final Foundation Report*
- *Final Geotechnical Design Report*

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Optional Task 4.2.c Additional Final Causeway Work (UPDATE)**

This task is added to allow for any additional work that may be identified during completion of Task 4.2, Final (90% & 100%) Design – Causeway. This Optional Task and associated services shall not be provided unless authorized in writing by County prior to the optional services being provided. Optional services completed by CONTRACTOR prior to receiving County's written authorization to proceed shall not be eligible for compensation.

### **Task 4.3 Well Design**

*This is a new Task. Well design shall be completed by CONTRACTOR's sub-contractor, Bierman Hydro-Geo-Logic, P.C., and electrical design by CONTRACTOR's sub-contractor, Aurum Consulting Engineers, Inc.*

- Prepare plans and specifications for relocation of the State of California (State) Parks well. Relocation shall include destruction of the existing well, and construction of a new well at the location shown on the 60% Drawings.
- Prepare drawings and specifications for modifications to the Riverfield Well. Modifications are proposed to include raising the well head and adjacent control boxes to above the one hundred (100) year base flood elevation.
- Prepare the associated electrical plans and specifications and coordinate with Pacific Gas & Electric Company (PG&E) for the relocated service to the State Parks Well.

### **Task 5. Right-of-Way (ROW) (UPDATE)**

*During the 60% Design Phase, CONTRACTOR coordinated with Caltrans and State Parks to establish the process used for ROW Acquisition from State Parks, and CONTRACTOR prepared preliminary ROW Appraisal Maps and Draft ROW Data Sheets for Assessor's Parcel Number (APN) 243-021-007 (State Parks) and APN 243-071-007 [Big Sur Land Trust (BSLT)]. The proposed scope below is expanded from CONTRACTOR's original scope to address the temporary construction easements which are now proposed on APN 243-021-007 (State Parks), APN 243-071-007 (BSLT), APN 243-071-008 (Eastwood), and APNs 157-121-001 and 243-081-005 [Monterey Peninsula Regional Park District (MPRPD)], as well as revise the previously prepared ROW Data Sheets and supporting documentation to reflect current pricing and schedule.*

#### **5.1 ROW**

Provide ROW cost estimating, appraisal, appraisal review, and acquisition/negotiation services, including:

- a. General consultation including establishment of work process; attendance of meetings; coordination with County, Caltrans, and State Parks; and general assistance to County on ROW related issues.
- b. Update the previously prepared Caltrans ROW Data Sheet to reflect current scope and cost estimates. Upon submittal to Caltrans and receipt of comments the ROW Data Sheet shall be updated and finalized.
- c. Update the Acquisition Maps and draft Legal Descriptions for proposed ROW donation by BSLT and Transfer of Control from State Parks.

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- d. Prepare an Appraisal and Appraisal Review of ROW to be donated by BSLT. Appraisal is for the “Fair Market Value” of the property as per California Code of Civil Procedure, Section 1263.320.
- e. Prepare acquisition documents including Offer Letter, Summary Statement pertaining to the acquisition of real property or an interest therein, Purchase Agreement, Deed, Public Acquisition Brochure and Goodwill Information Sheet (if not addressed in Property Owner Brochure). Per Section 102 of the California Streets and Highways Code, a copy of the appraisal report shall be provided to the property owner.
- f. If needed and requested by County, negotiate to acquire one (1) fee simple acquisition and one (1) temporary construction easement identified by Property Owner. CONTRACTOR assumes there shall be negotiations with only one (1) property owner and no lessees.
- g. Provide Draft ROW Certification for approval by County, in accordance with the Caltrans ROW Manual. Supporting documentation shall be submitted along with ROW Certification. Supporting documentation shall include, but is not limited to: ROW Contracts; Agreements for Possession and Use; Orders for Prejudgment Possession; deeds, diary, notes; Certification of Utility Facilities; and ROW Sufficiency Forms. Coordinate processing of the ROW Certification with Caltrans.

### ***ROW Deliverables:***

- *ROW Data Sheet*
- *Acquisition Maps and Legal Descriptions*
- *Appraisal and Appraisal Review*
- *Acquisition Documents including Offer Letter, Summary Statement, Purchase Agreement, Deed, Public Acquisition Brochure and Goodwill Information Sheet (if not addressed in Property Owner Brochure)*
- *Draft ROW Certification and Supporting Documentation*

### **Optional Task 5.2 Additional ROW Work**

CONTRACTOR included an allowance of \$20,000 for additional or extended negotiations/acquisitions work which may be required but is not currently anticipated. This Optional Task and associated services shall not be provided unless authorized in writing by County prior to the optional services being provided. Optional services completed by CONTRACTOR prior to receiving County’s written authorization to proceed shall not be eligible for compensation.

### **Task 6. Utility Coordination**

#### **Task 6.1 Utility Relocation Coordination (UPDATE)**

Coordinate utility relocation, including:

- a. Re-issue the previously sent “No Conflicts” Letter (originally issued in 2015), Verification Letter to Owner (2015), Relocation Claim Letter to Owner (2016), Clarification Regarding Utility Undergrounding (2016), Memorandum Regarding Anticipated Bridge Displacements (2016), and Utility Conflict Plans (2016).
- b. Prepare a Report of Investigation, Draft Utility Agreement, and Notice to Owner for each utility. Coordinate approvals with County and Caltrans.

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- c. Prepare and issue a Utility Clearance Memorandum listing all conflicts, locations, and Notices to Owner, liability, and estimated completion dates. The Memorandum shall be included in the ROW Certification.
- d. Provide coordination between County, Caltrans, and utility owners.

### **Utility Deliverables:**

- *Re-issued “No Conflicts” Letter, Verification Letter to Owner, Relocation Claim Letter to Owner, Clarification Regarding Utility Undergrounding, Memorandum Regarding Anticipated Bridge Displacements, and Utility Conflict Plans [one (1) for each utility]*
- *Report of Investigation [one (1) for each utility]*
- *Draft Utility Agreement [one (1) for each utility]*
- *Notice to Owner [one (1) for each utility]*
- *Utility Clearance Memo [one (1) for each utility]*

### **Optional Task 6.2 Utility Potholing (UPDATE)**

*No change in current scope.*

If potholing is deemed necessary, CONTRACTOR shall provide County a scope and cost estimate for this work after the need and scope for potholing is evaluated. An allowance of \$35,000 is proposed for this optional task. This amount is based on an assumed three (3) days of potholing under temporary traffic control, and associated surveying, engineering, and coordination. This Optional Task and associated services shall not be provided unless authorized in writing by County prior to the optional services being provided. Optional tasks completed by CONTRACTOR prior to receiving County’s written authorization to proceed shall not be eligible for compensation.

### **Assumptions**

1. Utility Relocation Design shall be provided by utility owner (i.e., Cal-Am, FAT&T, PG&E, etc.) and is not included in CONTRACTOR’s budget. CONTRACTOR shall design bridge components to accommodate the required utility conduits or casings inside of the bridge.
2. Construction staging for the new bridge shall not be required. Traffic shall be detoured away from bridge construction by means of a detour (shoofly), the design of which is included in CONTRACTOR’s scope.
3. Visualizations and artistic renderings (or updates to the current rendering) shall not be required.
4. Public and Permitting Outreach shall be performed by others (County, BSLT and/or by Denise Duffy & Associates, Inc. (DD&A), the environmental consultant providing services for the Project). CONTRACTOR shall only be required to attend the meetings/presentations noted and shall not be required to prepare meeting materials.
5. DD&A shall prepare the Project Arborist Report, Tree Survey, Tree Removal Plan, and Forest Management Plan.
6. CONTRACTOR shall not be responsible for the development of Floodplain Operation, Maintenance, and Adaptive Management Plan. CONTRACTOR has not included a budget for coordination or review of these documents.

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Exclusions

1. Development of Floodplain Operation, Maintenance, and Adaptive Management Plan
2. Species specific Wildlife and Plant Surveys
3. Preparation of an Arborist's Report, Tree Survey, Tree Removal Plan, or Forest Management Plan
4. Bid and Construction Phase Services
5. FEMA LOMR (this is a separate effort after completion of construction)
6. Permit applications or coordination, with the exception of the following:
  - a. Caltrans PR (completed by CONTRACTOR)
  - b. Caltrans Encroachment Permit (completed by CONTRACTOR)
  - c. FEMA CLOMR (completed by CONTRACTOR's sub-contractor, Balance Hydrologics, Inc.)
7. Preparation of Record of Survey Map or setting of monuments

**Any newly identified tasks not included herein shall not be conducted by CONTRACTOR until presented to County in writing and with County approval, amended into this Agreement.**

**A.2** CONTRACTOR shall produce the deliverables as noted above.

Written reports required under this Agreement shall be delivered in electronic format to the following individual:

Karen Riley-Olms  
Management Analyst II  
County of Monterey, Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Telephone: (831) 755-5132  
Email: [Riley-OlmsKA@co.monterey.ca.us](mailto:Riley-OlmsKA@co.monterey.ca.us)

## **B. PAYMENT PROVISIONS**

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

County shall pay an increased amount of **\$484,909.18** for a total not to exceed amount of **\$1,654,896.18** for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-2. CONTRACTOR's compensation for services rendered shall be based on the Proposed Budget as attached.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at:

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

<https://www.co.monterey.ca.us/home/showdocument?id=69364>

To receive reimbursement, CONTRACTOR shall provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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.

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number **MYA 3000\*2218**, Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

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 should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

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-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**COST PROPOSAL**

Table 1, below, provides CONTRACTOR’s current contracted task budgets and the actual amounts invoiced to date (through Invoice #21898, dated 2/21/2019). The current task budgets listed are per the County’s 9/19/18 budget rebalancing Memorandum and CONTRACTOR’s subsequent 9/19/18 additional Caltrans Project Report budget request.

**Table 1. Current Agreement Budgets, Amounts Billed to Date, and Agreement Remaining**

	<b>Agreement Budget</b>	<b>Amount Billed to Date</b>	<b>Budget Remaining</b>
Task 1.1a & 1.1b: Draft Restoration Design (COMPLETE)	\$166,126.19	\$166,122.75	\$3.44
Optional Task 1.1c: Additional Draft Restoration Work (COMPLETE)	\$12,337.81	\$10,892.75	\$1,445.06
Optional Task 1.1d: Additional Environmental Support (COMPLETE)	\$51,000.00	\$51,000.00	\$0.00
Task 1.2a & 1.2b: Draft Causeway Design (COMPLETE)	\$373,061.18	\$373,061.19	(\$0.01)
Optional Task 1.2c: Additional Draft Causeway Work (COMPLETE)	\$25,079.83	\$25,174.33	(\$94.50)
Task 2: FEMA CLOMR	\$61,824.00	\$610.50	\$61,213.50
Task 3: Caltrans Project Report	\$33,539.66	\$33,364.77	\$174.89
Task 4.1a & 4.1b: Final Restoration Design	\$166,979.00	-	\$166,979.00
<i>Optional Task 4.1c: Additional Final Restoration Work</i>	<i>\$12,000.00</i>	-	<i>\$12,000.00</i>
Task 4.2a & 4.2b: Final Causeway Design	\$179,188.82	-	\$179,188.82
<i>Optional Task 4.2c: Additional Final Causeway Work</i>	<i>\$8,180.51</i>	-	<i>\$8,180.51</i>
Task 5: Right-of-Way	\$46,690.00	\$9,799.88	\$36,890.12
Task 6.1: Utility Relocation Coordination	\$10,980.00	\$6,870.01	\$4,109.99
<i>Optional Task 6.2: Utility Potholing</i>	<i>\$23,000.00</i>	-	<i>\$23,000.00</i>
<b>Total</b>	<b>\$1,169,987.00</b>	<b>\$676,896.18</b>	<b>\$493,090.82</b>

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Table 2, below, provides CONTRACTOR's proposed budgets for the work outlined in this Exhibit A-2. This budget is for the remaining work (moving forward).

**Table 2. Proposed Budget**

	<b>Proposed Budget</b>
Task 2: FEMA CLOMR	\$99,000.00
Task 3: Caltrans Project Report and Hydraulics Report	\$33,000.00
Task 4.1: Final Design (90% & 100%) Design – Restoration	\$251,000.00
<i>Optional Task 4.1c: Additional Final Restoration Work</i>	<i>\$13,000.00</i>
Task 4.2: Final Design (90% & 100%) Design - Causeway Task 4.2a & 4.2b: Final Causeway Design	\$355,000.00
<i>Optional Task 4.2c: Additional Final Causeway Work</i>	<i>\$15,000.00</i>
Task 4.3 Well Design (NEW TASK)	\$28,000.00
Task 5.1: ROW	\$107,000.00
<i>Optional Task 5.2: Additional ROW Work (NEW TASK)</i>	<i>\$20,000.00</i>
Task 6.1: Utility Relocation Coordination	\$22,000.00
<i>Optional Task 6.2: Utility Potholing</i>	<i>\$35,000.00</i>
<b>Total</b>	<b><i>\$978,000.00</i></b>
<i>Current Contract Remaining</i>	<i>\$493,090.82</i>
<i>Additional Budget Requested</i>	<i>\$484,909.18</i>

Notes:

1. Specific authorization to proceed is required for Optional Tasks.
2. Optional Tasks 4.1c and 4.2c are budgeted at approximately 5% of the Task 4.1 and 4.2 budgets.



**EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**FEE SCHEDULE**

**Hourly Rates**

<b>Personnel</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
Principal Engineer	\$240	\$240	\$255	\$255
Director of Civil Engineering	\$205	\$205	\$215	\$215
Senior Civil Engineer	\$195	\$195	\$205	\$205
Senior Land Surveyor	\$195	\$195	\$205	\$205
Civil Engineer/Land Surveyor	\$175	\$175	\$185	\$185
Senior Associate Engineer/Surveyor	\$165	\$165	\$175	\$175
Associate Engineer/Surveyor	\$150	\$150	\$160	\$160
Assistant Engineer/Surveyor	\$130	\$130	\$140	\$140
Senior Engineering/Survey Technician	\$125	\$125	\$135	\$135
Engineering/Survey Technician	\$120	\$120	\$130	\$130
Administrative Support	\$75	\$75	\$80	\$80
Engineering Aide	\$70	\$70	\$75	\$75
Expert Witness/Court Hearing	\$325	\$325	\$340	\$340
One Person Survey Crew (Prevailing Wage)	\$210	\$210	\$220	\$220
Two Person Survey Crew (Prevailing Wage)	\$350	\$350	\$370	\$370

**Reimbursable Costs**

<b>Category</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
Professional Services by Others	Cost +10%	Cost +10%	Cost +10%	Cost +10%
Materials, Postage, Reproduction, Telephone	Cost +10%	Cost +10%	Cost +10%	Cost +10%
In-House Large Format Plotting/Copies (Black/White) (per square foot)	\$0.54	\$0.54	\$0.57	\$0.57
In-House Plots, Prints, Copies (Color/Special)	Rates vary. Available upon request.			
In-House Prints/Copies (Black/White) (per sheet)				
8.5x11	\$0.10	\$0.10	\$0.10	\$0.10
11x17	\$0.54	\$0.54	\$0.57	\$0.57

\*FY (Fiscal Year): July 1 – June 30)

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