

Attachment C

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

THIS AMENDMENT NO. 1 to the Agreement 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 a Agreement 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 periods for an amount not to exceed \$100,000 per fiscal year in accordance with the terms and conditions of the Agreement; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's original Pricing Sheet requires an update effective August 17, 2016, in accordance with Exhibit A-1, Revised Pricing Sheet, which is attached and incorporated by this reference; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to August 16, 2017, increase the amount by \$500,000 for a total amount not to exceed \$800,000, and update the Pricing Sheet to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

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

Attachment A - 1 - 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 August 16, 2017 with the option to extend the AGREEMENT for one (1) additional one (1) year period.

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 CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as ATTACHMENTS A and A-1. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year for the initial three (3) year term of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension beyond the initial term, for a total AGREEMENT amount not to exceed \$800,000.

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

Invoices for all services rendered per 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 Request for Qualifications (RFQ) number (RFQ #10382), Multi-Year Agreement (MYA) number (MYA 3000*990), Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

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

5. Delete the first sentence of Paragraph 5.2 under Section 5.0, "Invoices and Purchase Orders".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 and all previous amendments 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. 1 are incorporated into the Agreement and this Amendment No. 1.

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 Officer

By: _____
Rincon Consultants, Inc.
Contractor's Business Name

Date: _____

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

Its: STEPHEN SVETE, VICE PRESIDENT
(Print Name and Title)

Date: May 3, 2016

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

Its: RICHARD DAULTON, SECRETARY
(Print Name and Title)

Date: May 2, 2016

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: May 13, 2016

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 5-13-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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.

ATTACHMENT A-1 – REVISED PRICING SHEET

Effective August 17, 2016

ATTACHMENT – PRICING SHEET

Service:		State your firm's rate of the cost for review:
Permit Review (regular)		\$1,000 - \$3,000
Other (indicate)	Preparation of IS-MND Includes application review, site visit, document revisions and project management	\$3,500 - \$10,000
Other (indicate)	Preparation of Staff Report including Findings, MMRP, and hearing attendance	\$3,500 - \$10,000

Service:	State your firm's rate in dollars per each hour:
Permit Review (regular)	\$71 - \$214 (see fee schedule)
Other (indicate)	\$71 - 214
Other (indicate)	\$71 - 214

The undersigned, 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 the Fee Schedule will be used by the COUNTY as a criteria to select the firm(s) for possible interviews by the Selection Committee; but that a final fee may be negotiated with the qualified firm(s) for the required services.

Reimbursable Items to be Billed (Please list)	Estimated Cost Bills (Note indicated markup should not exceed 10%)	
	Total Cost	% of Markup calculated
Vehicle Use and Mileage	\$85 reg., \$135 4WD IRS rate/mile over 50 miles	n/a
Filing Fees	Varies	10%
Printing and Postage	Varies	10%
Misc. Office Expenses	Varies	3%

Pricing sheet shall be submitted in a separate sealed envelope. Pricing shall only be opened for the awarded CONTRACTOR(s).

ATTACHMENT A-1 – REVISED PRICING SHEET



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel*	Rate
Principal II	\$ 236/hour
Principal I	\$ 214/hour
Senior Supervisor II	\$ 201/hour
Supervisor I	\$ 181/hour
Senior Professional II	\$159/hour
Senior Professional I	\$ 148/hour
Professional IV	\$ 132/hour
Professional III	\$ 121/hour
Professional II	\$ 104/hour
Professional I	\$93/hour
Environmental Technician/Field Aide	\$ 82/hour
Senior GIS Specialist	\$ 126/hour
GIS/CADD Specialist II	\$ 110/hour
GIS/CADD Specialist I	\$ 99/hour
Graphic Designer	\$ 93/hour
Technical Editor	\$104/hour
Clerical/Administrative Assistant II	\$ 82/hour
Clerical/Administrative Assistant I	\$ 71/hour

*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 10% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at the current IRS rate. For transportation in employee-owned automobiles, the current IRS rate will be charged. Rental vehicles will be billed at cost plus 10%.*

ATTACHMENT A-1 – REVISED PRICING SHEET
Effective August 17, 2016



RINCON CONSULTANTS, INC.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pelterson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 75	Day