

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ICF JONES & STOKES, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ICF Jones & Stokes, 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 July 29, 2014 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for The Pebble Beach Company's Inclusionary Housing (hereinafter, "Project") through June 30, 2016 for an amount not to exceed \$236,514.75; and

WHEREAS, Agreement was amended by the Parties on July 9, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to reallocate funding with no increase in the Agreement's not to exceed amount; and

WHEREAS, the Final EIR for the Project has not been completed; and

WHEREAS, due to unforeseen additional services associated with the completion of Task 6.2, Administrative Draft EIR, Task 6.4, Administrative Final EIR, and Task 6.5, Final EIR and Mitigation Monitoring and Reporting Program, of the Agreement, the Parties wish to increase the cost and scope of these tasks to complete the Final EIR for the Project; and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to continue to provide services for the Project for an additional six (6) month period; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for an additional six (6) months to December 31, 2016 and increase the amount by \$46,694.87 for a total amount not to exceed \$283,209.62 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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 \$283,209.62

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

The term of this Agreement is from July 23, 2014 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".

5. The "Project Schedule" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2016, to conform to the amended term of the Agreement.

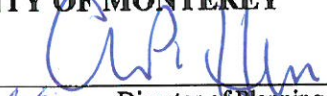
6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

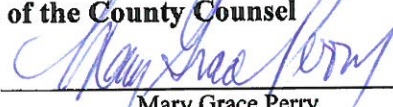
8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

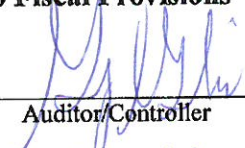
COUNTY OF MONTEREY

By: 
~~Director of Planning~~
Resource Management Agency Director
Date: 5/11/2016

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

By: 
Mary Grace Perry
Deputy County Counsel
Date: 4-14-16

Approved as to Fiscal Provisions

By: 
Auditor/Controller
Date: 4-5-16

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.

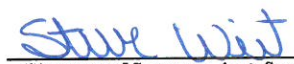
CONTRACTOR*

ICF Jones & Stokes, Inc.
Contractor's Business Name

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

Its: Chris Elliott, Vice President
(Print Name and Title)

Date: April 4, 2016

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

Its: Steve Wirt, Assistant Secretary
(Print Name and Title)

Date: April 4, 2016

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
ICF Jones & Stokes, Inc., 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 complete the Environmental Impact Report (EIR) for The Pebble Beach Company's Inclusionary Housing Development (hereinafter, "Project"), as set forth below:

Task 6.2 Administrative Draft EIR

CONTRACTOR shall provide additional Draft EIR reproduction costs and delivery costs in an increased amount of \$2,880.87.

Task 6.4 Administrative Final EIR

CONTRACTOR originally anticipated that there would be a moderate effort in responding to comments and preparing the Administrative Final EIR. Comments were more extensive than anticipated by the CONTRACTOR.

CONTRACTOR shall provide the required additional effort to address comments regarding the Aesthetics, Biology, Hazardous Materials, and Land Use Impact Analysis and the Alternatives Analysis, and coordinate effort to prepare the Administrative Final EIR to ensure that a thorough effort is made to respond to comments and provide a legally defensible document to the County. The cost for this additional effort is increased in the amount of \$35,340.00

Task 6.5 Final EIR and Mitigation Monitoring and Reporting Program (MMRP)

CONTRACTOR submitted the Administrative Final EIR to the County. Further comments and work were identified for the completion of the Final EIR. CONTRACTOR shall provide the following services:

1. Address additional County comments on the Screencheck EIR;
2. Revise the Water Demand Table as requested by the County;
3. Revise the Greenhouse Gas Thresholds and Significance Determination per the Newhall Ranch Case (Supreme Court of California, S217763, filed 11/30/15);
4. Re-stack the document and prepare an additional Screencheck EIR (electronic copies of revised pages only);
5. Incorporate any final revisions to the Final EIR; and
6. Reproduce and distribute the Public Final EIR (Cost for reproduction and delivery is based on the actual costs of reproducing Volumes 1 and 2 of the Draft EIR, and the estimated cost for reproducing Volume 3 of the Draft EIR.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The cost for this additional effort is increased in the amount of \$8,474.00 (\$6,860.00 for labor, \$1,514.00 for reproduction and \$100.00 for delivery).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$46,694.87 for a total amount not to exceed \$283,209.62 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates and in accordance with "Table 1. Cost of Additional Effort for Final EIR – The Pebble Beach Inclusionary Housing EIR" (attached).

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: 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 Project name 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.

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

PAYMENT PROVISIONS

Invoices for work products / deliverables under the AGREEMENT shall be submitted monthly (by the tenth day of the month) on a time and materials basis for a "not to exceed" amount as listed below. The invoice should identify the document or work product being delivered. All invoices shall include the following:

1. Invoice Coversheet

ICF Jones & Stokes, Inc.
The Pebble Beach Company's Inclusionary Housing Environmental Impact Report

Date: Invoice No.

Agreement Term: July 23, 2014 - June 30, 2016
Agreement Amount: \$236,514.75 (\$205,665.00 base budget plus \$30,849.75 project contingency)
Amendment No. 1: \$ 0.00 (Reallocation of Funds)
Amendment No. 2: \$46,694.87 (\$46,694.87 base budget plus \$0.00 project contingency)
Extend Term to December 31, 2016

Table with 4 columns: Task, Amount, Description, and Total. Rows include Task 6.2 (\$2,880.87 Administrative Draft EIR), Task 6.4 (\$35,340.00 Administrative Final EIR), Task 6.5 (\$8,474.00 Final EIR and MMRP), and TOTAL INCREASE AMOUNT: \$46,694.87.

Remaining Balance \$

Approved as to Work/Payment: Joseph Sidor, Associate Planner Date

2. Invoice Detail

Each invoice for work products / deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual work products / deliverables performed and shall be within the "Not to Exceed" budget amount allocated for said work products / deliverables.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by the CONTRACTOR and shall be within the "Not to Exceed" budget amount allocated for the service or services performed.

Subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The Project Planner may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the Subconsultant costs. The information will be used to complete the file and to ensure proper payment for work products / deliverables / services.

3. **Transfer from Project Contingency Account**

Transfer of funding from the Project Contingency Account (no increase to the original contingency amount of \$30,849.75) requires the prior written approval of the Director of Planning and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five (5) working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of Planning, or in the Director's absence, designee. Within ten (10) working days thereafter, the Director of Planning or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the Director or designee, the Director of Planning or designee will ask the Project Applicant to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the Director of Planning or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Jones & Stokes, Inc.	
POLICY NUMBER See Certificate Number: 570058354087			
CARRIER See Certificate Number: 570058354087	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

respects work being done by Jones & Stokes Associates Inc. for the County of Monterey.

Liability Insurance

Endorsement

<i>Policy Period</i>	JUNE 25, 2015 TO JULY 1, 2016
<i>Effective Date</i>	JUNE 25, 2015
<i>Policy Number</i>	3581-24-09 EUC
<i>Insured</i>	ICF INTERNATIONAL INC. ICF JONES & STOKES, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 25, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

County of Monterey, its agents, officers and employees

Authorized Representative



POLICY NUMBER: (15) 7352-29-55

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURE

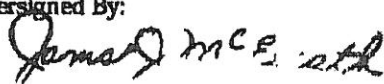
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/25/15	Countersigned By:  (Authorized Representative)
Named Insured: ICF International, Inc. ICF Jones & Stokes, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):

"ANY PERSON OR ORGANIZATION AS REQUIRED BY INSURED CONTRACT".

The County Monterey, its officers, agents and employees.

Such insurance as is afforded by this insurance is primary and no other insurance of the Additional Insured will be called upon to contribute to a loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.