

Attachment B

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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Lopez to:

Agreement No.: A-13559, Amendment No.: 2

- a. Approve Amendment No: 2 to Standard Agreement No. A-13559 with Albion Environmental, Inc. to continue to provide services associated with the construction for completion of the Moss Landing Rule 20A Underground Utility District Project, under Request for Proposals No. 10513, to: increase the not to exceed amount by \$116,081 for a total amount not to exceed \$224,102; and to extend the expiration date for approximately fifteen (15) additional months through December 31, 2020, for a revised term from October 15, 2017 to December 31, 2020;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement No. A-13559; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Standard Agreement No. A-13559 to extend the term beyond the original term authorized in Request for Proposals No. 10513 where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

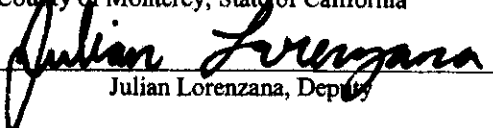
PASSED AND ADOPTED on this 8th day of October 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 8, 2019.

Dated: October 8, 2019
File ID.: 19-0716
Agenda Item No.: 20

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ALBION ENVIRONMENTAL, INC.**

THIS AMENDMENT NO. 2 to Standard Agreement No. A-13559 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Albion Environmental, 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 Standard Agreement No. A-13559 with County on October 9, 2017 (hereinafter, "Agreement") to provide a consulting archaeologist for construction monitoring services (hereinafter, "services") for the Moss Landing Underground Utility District – Rule 20A Project (hereinafter, "Project") through October 15, 2018 for an amount not to exceed \$48,089.61; and

WHEREAS, Agreement was amended by the Parties on February 21, 2018 (hereinafter, "Amendment No. 1", including Exhibit A-1, Scope of Services/Payment Provisions) to extend the term for one (1) additional year through October 15, 2019 and to increase the amount by \$59,931.36 which resulted in a total not to exceed amount of \$108,020.97; and

WHEREAS, due to the current construction plan of the Project, multiple excavation sites require additional monitoring which further require an additional full-time on-site Native American construction monitor from the Monterey Band of Monterey County / Ohlone Costanoan Esselen Nation (OCEN) as well as an additional archaeologist to remain compliant with the requirements in the Combined Development Permit for the Project; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete services for the Project; and

WHEREAS, the CONTRACTOR's Hourly Rates/Pricing Sheet require an update effective the last date opposite the respective signatures of this Amendment No. 2; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately (15) additional months to December 31, 2020, to update the Hourly Rates/Pricing Sheet effective the last date opposite the respective signatures of this Amendment No. 2, and to increase the amount by \$116,080.60 for a total amount not to exceed \$224,101.57 to allow CONTRACTOR to continue to provide services 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 Section 1.01 of Paragraph 1.0, "General Description", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-2 in conformity with the terms of this Agreement.

2. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$224,101.57.

3. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from October 15, 2017 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A-1, Scope of Services/Payment Provisions" and "Exhibit B-1, Pricing Sheet", and to add "Exhibit A-2, Scope of Services/Payment Provisions".
5. In all places within the Agreement any reference to "Exhibit A-1, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-2, Scope of Services/Payment Provisions" and any reference to "Exhibit B-1, Pricing Sheet" is hereby replaced with the Pricing Sheet included within Exhibit A-2 effective the last date opposite the respective signatures of this Amendment No. 2.
6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 2 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. 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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Albion Environmental, Inc.
Contractor's Business Name

Date: _____

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

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

Its: Sarah Peelo, President
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 9/10/19

Date: _____

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

Approved as to Fiscal Provisions

Its: Christina Spellman, Secretary
(Print Name and Title)

By: _____
Auditor/Controller

Date: 9/10/19

Date: _____

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: _____

*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.

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

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Albion Environmental, Inc.
Contractor's Business Name

Date: 10-15-19

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

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

Its: Sarah Peelo, President
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 9/10/19

Date: 9-11-19

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

Its: Christina Spellman Secretary
(Print Name and Title)

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 9/10/19

Date: 9-11-19

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: _____

*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
Albion Environmental, 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, as set forth below:
- A.1.1 CONTRACTOR shall provide on-site monitoring of trenching and undergrounding activities during project construction of the Moss Landing Rule 20A Underground Utility District Project (hereinafter, "Project"). *Said monitoring shall be performed by both a licensed archaeologist and a Native American construction monitor from the Monterey Band of Monterey County / Ohlone Costanoan Esselen Nation (OCEN). Both monitors shall be present during all trenching and/or excavation activities associated with the Project.*
- A.1.2 CONTRACTOR shall report directly to County Project Manager regarding the undergrounding process.
- A.1.3 CONTRACTOR shall provide cultural resources sensitivity training to all construction contractors and in-field operators engaged in the project to establish protocols in the event of a potential discovery.
- A.1.4 CONTRACTOR'S recommendations may include additional measures such as monitoring of subsurface construction, spot-checking of disturbed areas, or development of a treatment plan to address exposure of potential historic or prehistoric resources, as conditions warrant.
- A.1.5 Should any archaeological resources be found once project construction is under way, CONTRACTOR shall direct that all work in the immediate vicinity cease. CONTRACTOR shall immediately notify County. CONTRACTOR shall evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered archaeological resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures.
- A.1.6 Should any paleontological resources (i.e., fossils) be found once project construction is under way, CONTRACTOR shall direct that all work in the immediate vicinity cease. CONTRACTOR shall immediately notify County. CONTRACTOR shall retain a qualified paleontologist to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources. Such measures may include

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures.

A.1.7 In the event that human remains are discovered, CONTRACTOR shall direct that all work in the immediate vicinity of the find cease. CONTRACTOR shall immediately notify County according to California Health and Safety Code Section 7050.5. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission, and the procedures outlined in the California Environmental Quality Act (CEQA) Guidelines Section 15064.5(d) and (e) shall be followed.

A.1.8 After construction is completed, CONTRACTOR shall submit a report or letter summarizing their methods, findings, and recommendation, or if no resources were found.

A.1.9 CONTRACTOR shall email all written reports required under this Agreement to Kyle Oyama, Assistant Engineer, at oyamak@co.monterey.ca.us.

B. PAYMENT PROVISIONS

B.1 County shall pay CONTRACTOR for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended. CONTRACTOR'S compensation for services rendered shall be based according to the hourly rates included in the Pricing Sheet of this Exhibit A-2 of this Agreement.

B.1.1 Total cost of services provided under this Amendment No. 2 shall not exceed **\$116,080.60**.

B.1.2 Total cost of services provided under this Agreement, including Amendment No. 1 and Amendment No. 2, shall not exceed **\$224,101.57**.

B.2 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 "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at http://www2.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

B.3 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-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

C. CONTRACTOR'S BILLING PROCEDURES

- C.1 NOTE: Payment shall be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- C.2 Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, *MYA 3000*3427*, 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-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd 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-GP@co.monterey.ca.us.

- C.3 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.
- C.4 No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- C.5 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.
- C.6 **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

PRICING SHEET



Moss Landing Rule 20A Underground Utility District

County of Monterey

July 26 2019

Labor	Rate	Phase 1 Mobilization & Management		Phase 2 Archaeological Monitoring ²		Phase 3 Monitoring Report		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal 3E - Nicchitta, S.	\$113.19	0	\$0.00	0	\$0.00	1	\$113.19	1	\$113.19
Senior Archaeologist 5B - D'Oro	\$93.30	6	\$559.80	0	\$0.00	2	\$186.60	8	\$746.40
Administrative 8D - Convisser	\$84.13	0	\$0.00	0	\$0.00	1	\$84.13	1	\$84.13
Archaeologist 5C - Ragland ⁴	\$70.36	0	\$0.00	600	\$42,216.00	8	\$562.88	608	\$42,778.88
Archaeologist 5C - Ragland OT	\$105.54	0	\$0.00	100	\$10,554.00	0	\$0.00	100	\$10,554.00
Archaeological Tech 6C - Gelinas	\$58.12	0	\$0.00	100	\$5,812.00	0	\$0.00	100	\$5,812.00
Archaeological Tech 6C - Gelinas OT	\$87.18	0	\$0.00	20	\$1,743.60	0	\$0.00	20	\$1,743.60
Total Labor		6	\$559.80	820	\$60,325.60	12	\$946.80	838	\$61,832.20
Other Direct Costs		<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>
Mileage for Gelinas ³	\$0.58	0	\$0.00	480	\$278.40	0	\$0.00	480	\$278.40
Native American Monitor (OCEN)	\$65.00	0	\$0.00	600	\$39,000.00	0	\$0.00	600	\$39,000.00
Native American Monitor (OCEN) OT ⁵	\$97.50	0	\$0.00	100	\$9,750.00	0	\$0.00	100	\$9,750.00
Mileage for OCEN Monitor ⁶	\$0.58	0	\$0.00	9,000	\$5,220.00	0	\$0.00	9000	\$5,220.00
Total ODCs			\$0.00		\$54,248.40		\$0.00		\$54,248.40
Total Cost			\$559.80		\$114,574.00		\$946.80		\$116,080.60

- Overtime represents drive time from Albion to the Project site (1 hour/day).
- Assumes 15 weeks of full time (8-hour days) archaeological monitoring (Gelinas hours are only an estimate) with no cultural or paleontological resources encountered. If resources are encountered, Albion will develop a separate budget for the County.
- Travel for archaeologist is 48 miles round trip from Albion office.
- Assumes 15 weeks of full time (8-hour days) archaeological monitoring with no cultural or paleontological resources encountered. If resources are encountered, Albion will develop a separate budget for the County.
- Overtime represents drive time to the project site (maximum 2 hours/day). The OCEN will charge overtime for any work conducted at night and/or on weekends.
- Travel for Native American monitor is 120 miles round trip.

Checked on 7/29/19

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