

Attachment A
Amendment No. 1 to PSA
With
Rincon Consultants, Inc.

PLN120294
PD060202

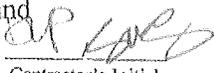
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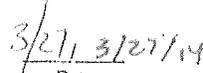
**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 1 to the Professional Services 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") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on April 17, 2013 (hereinafter, "Agreement"); and

California Flats Solar, LLC


Contractor's Initials


Date

WHEREAS, ~~First Solar Development, LLC~~ (hereinafter, "Project Applicant") has applied to the County for approval of a Combined Development Permit for the California Flats Solar Project (hereinafter, "Project") requiring an Environmental Impact Report (EIR); and

WHEREAS, Project Applicant has revised the original project description and site plan for the Project; and

WHEREAS, CONTRACTOR has proposed the addition of new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan to complete the Project; and

WHEREAS, additional time and funding are required to continue to provide services associated with the completion of the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to March 31, 2015 and increase the amount by \$68,350 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 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 and A-1** 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 and A-1**, 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 \$350,425.75.

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

The term of this Agreement is from March 13, 2013 to March 31, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
5. The "Project Schedule" and "EIR Preparation" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through March 31, 2015, 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. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Director of Planning

Rincon Consultants, Inc.
Contractor's Business Name

Date: _____

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

Its: Stephen Svefe, Vice President
(Print Name and Title)

Date: February 19, 2014

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

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

By: _____
Deputy County Counsel

Its: Duane Vander Pluym, CFO
(Print Name and Title)

Date: 3-31-14

Date: February 19, 2014

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 2-20-14

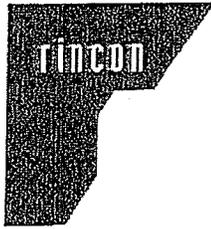
Approved as to Indemnity and Insurance Provisions

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.

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, California 93940

831 333 0310
FAX 333 0340

info@rinconconsultants.com
www.rinconconsultants.com

February 14, 2014
Job No. 13-00723

County of Monterey Resource Management Agency
Planning Department
168 W. Alisal St., 2nd Floor
Salinas, CA 93901
Attn: Delinda Robinson, Senior Planner; Joe Sidor, Associate Planner

SUBJECT: California Flats Solar Project EIR Revised Contract Amendment Request

Dear Ms. Robinson and Mr. Sidor:

The purpose of this letter is to request an amendment to the March 19, 2013 contract scope of work between Rincon Consultants, Inc. (Rincon) and the County of Monterey for the California Flats Solar Project EIR. The amendment would augment the EIR scope of work and budget to evaluate the revised project description and site plan submitted by the applicant in December 2013. The modifications include the following:

- *Increasing the solar panel development area footprint from 2,030 acres to 2,120 acres;*
- *A new, 157-acre utility corridor to accommodate an above-ground temporary water pipeline, temporary pumping facilities, an electric distribution line, and a redundant communication line;*
- *A new high-capacity collection system line corridor;*
- *Relocation of the proposed northern substation and associated switching station;*
- *Re-alignment of the proposed crossing of Cottonwood Creek;*
- *Installation of up to four temporary water storage ponds;*
- *Increasing the construction staging areas located north of State Route (SR) 41; and*
- *Other minor modifications (e.g. increased height of operations and maintenance building, widened project driveway, elimination of a previously proposed well, elimination of previously proposed on-site water treatment, and the use of mud shaker plates in lieu of a tire washing station).*

ADDITIONAL SCOPE ITEMS

Task 3.7 Review Updated Technical Memoranda. To account for the project description modifications, the applicant team will submit memoranda to the County updating the biological resources, cultural resources, drainage, and air quality/greenhouse gas technical analyses. The analyses corresponding to the previous project description were previously peer reviewed by Rincon. It is anticipated that the memoranda will include updated impact calculations and acreage summaries, as well as

Environmental Scientists

Planners

Engineers

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR
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any additional survey data. Rincon's review of the new memoranda will not include a formal peer review; however, the information will be critically reviewed prior to incorporation into the EIR, and any omissions or substantive errors will be discussed with the County. This task does not include the use of any technical subconsultants.

~~Rincon does not anticipate receiving updated technical memoranda for the following issue areas: geology and soils, water supply, land use and planning, public services, transportation/traffic, and aesthetics. For these areas, Rincon will review the original technical studies (including those for which we provided a formal peer review) and confirm that additional study is not required.~~

Task 4.2 Update Acoustical Analysis. Rincon prepared an Acoustical Analysis for the project in August 2013. This report will be updated to reflect the current project description. It is anticipated that the project description changes will not require modifications to the noise modeling or technical analysis; rather, edits will be for consistency with the EIR project description only.

tracked *Task 7.1 Review and Modify Revised Project Description.* As part of this task, Rincon will review the revised project description submitted to the County by the applicant team as ~~track~~ changes to the previously submitted Administrative Draft EIR project description, and accept and/or modify the ~~applicant changed track~~ changes therein, as appropriate. This task will include independent verification of the modifications, as well as revisions to the project description figures to reflect the current proposed site plan. If minor errors or omissions are discovered, Rincon will resolve the error internally as part of this task; however, if fundamental inconsistencies or other substantive errors are discovered, Rincon will alert the County immediately. applicant team's tracked changes

Task 8.6 Prepare Second Administrative Draft EIR. Based on the project description revisions, the previously submitted ADEIR sections will require revision. In addition, sections not submitted to date (including biological resources, alternatives, and the water supply impact) will require updates for consistency with the current project description. For those sections already submitted, it is anticipated that the applicant team will provide track changes revisions to four impact sections reflecting necessary modifications based on the project description changes. As part of this task, Rincon will critically review these tracked changes, accepting and/or modifying them where appropriate. It is assumed that the applicant-provided modifications will generally capture the revisions to the project description, such that Rincon's additional independent effort will be relatively minor. Rincon will review the revised project description, and modify the EIR sections independently, as needed. This will include, but may not be limited to: revising technical information to account for the increased disturbance area and other project description modifications; revising references to project description details that have changed, such as the height of the panels; modifications to existing EIR figures; and other minor consistency edits.

This task additionally includes necessary revisions to the previously submitted ADEIR sections based on comments provided by the applicant to the County, which are

APR 21 / 11 / 14
(Date)
SRS DP
(Contractors' Initials)

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR
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anticipated to be included as part of the forthcoming tracked changes ADEIR sections. It is anticipated that this task will require approximately 24 staff hours. However, if comments are substantial or require additional technical analysis, additional work effort may be required.

Once complete, the Second ADEIR will be submitted to the County for review. This ADEIR will include the previously excluded sections (biological resources, alternatives, water supply impact, and executive summary). This scope of work assumes that comments provided by the applicant on the Second ADEIR will be minor.

Project Management and Coordination. This scope amendment includes additional project management and coordination during review of the updated technical memoranda and preparation of the Second ADEIR.

Screencheck Draft EIR, Draft EIR, Administrative Final EIR, Screencheck Final EIR, and Final EIR. These tasks will be completed as outlined in the March 19, 2013 scope of work.

TIMELINE

With the exception of the second Administrative Draft EIR task, the following timeline is consistent with the March 19, 2013 contract scope of work.

- *Second Administrative Draft EIR:* The second Administrative Draft EIR will be completed within four weeks of County receipt of all additional technical information from the applicant. This assumes that review of the technical information does not identify issues that require resolution by the applicant team.
- *Screencheck Draft EIR:* Assuming that the County will deliver comments on the Administrative DEIR within three weeks, Rincon will produce the Screencheck Draft EIR within four weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments, and that no new substantial analysis will be needed as a result.
- *Draft EIR:* Assuming that the County will deliver comments on the Screencheck Draft EIR within one week, Rincon will produce the Draft EIR within one week of receipt of staff screencheck comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments, and that no new substantial analysis will be needed as a result.
- *Administrative Final EIR:* Within six weeks of the close of the Draft EIR circulation period (this period is assumed to extend for seven weeks) and receipt of all written and oral comments, Rincon will deliver a Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review.

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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- *Screencheck Final EIR:* Assuming that the County will deliver comments on the Administrative FEIR within three weeks, Rincon will produce the Screencheck Final EIR within two weeks of receipt of staff comments.
- *Final EIR:* Assuming that the County will deliver comments on the Screencheck Final EIR within one week, Rincon will produce the Final EIR within one week of receipt of staff screencheck comments. This schedule assumes County comments are coordinated into a single consistent set of comments.

Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 33 weeks of receiving the applicant-provided technical memoranda. Assuming this information is received by January 31, 2014, the Final EIR will be complete by mid-September, 2014. Please note that the existing contract expires on September 30, 2014. Therefore, we request that the contract be extended by six months to March 31, 2015.

The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

FEE ESTIMATE

We are requesting fees in the amount of \$38,350 to complete this revised scope of work, as shown in the table below. When added to the current authorized budget of \$208,945 (excluding contingency), the total revised budget would be \$247,295.

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR
Revised Contract Amendment Request

County of Monterey - California Flats Solar Project EIR

Cost Estimate

Revised 2-14-14

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Sr. Principal \$210/hr	Principal \$170/hr	Proj. Mgr./Sr. Planner II \$130/hr	Env. Sci. III \$95/hr	GIS Specialist \$150/hr	Client \$55/hr
3.7 Review Updated Technical Memoranda								
3.7.1 Biological Resources	\$4,460	34	2	4	20	8		
3.7.2 Cultural Resources	\$3,080	28		2	8	18		
3.7.3 Drainage	\$2,220	14	2	6	6			
3.7.4 Air Quality/Greenhouse Gas	\$1,430	12		2	4	6		
3.7.5 Review Other Reports to Confirm Additional Analysis not Required	\$2,690	20		2	18			
4.2 Update Acoustical Analysis	\$1,150	10		2	2	4	2	
7.1 Review and Modify Revised Project Description	\$3,685	37		2	4	12	18	1
8.6 Second Administrative Draft EIR								
8.6.1 EIR Impact Analysis								
Aesthetics	\$1,170	11		1	2	6	2	
Agricultural Resources	\$1,055	10		1	2	4	3	
Air Quality	\$870	8		1	1	6		
Biological Resources	\$1,910	18	1	1	2	8	6	
Cultural Resources	\$1,170	11		1	2	6	2	
Geology/Soils	\$1,055	10		1	2	4	3	
Greenhouse Gas Emissions	\$890	6		1	1	4		
Hazards and Hazardous Materials	\$810	7		1	2	4		
Hydrology/Water Quality	\$1,210	10	1	1	2	6		
Land Use and Planning	\$895	8		1	2	4	1	
Noise	\$880	6		1	1	4		
Public Services	\$810	7		1	2	4		
Transportation/Traffic (Rincon Labor Only)	\$880	6		1	1	4		
Utilities and Services	\$810	7		1	2	4		
Effects Found Not to Be Significant	\$810	7		1	2	4		
8.6.2 Intro, Setting, Other CEQA-Required Sections	\$1,140	13		1	2	4		6
Second ADEIR Project Management/Coordination	\$3,950	28		8	20			
Subtotal Labor (Base Fee):	\$38,350	328	6	44	110	124	37	7
REQUESTED LABOR + ADDITIONAL COSTS	\$38,350							

Per the County's guidance, we are also requesting new contingency funds in the amount of \$30,000.

Thank you for your consideration of this request to provide additional environmental consulting services for this project. Please call Megan Jones or Richard Daulton directly if you have any questions or need any additional information.

Sincerely,
RINCON CONSULTANTS, INC.


Megan Jones, MPP
Senior Program Manager


Richard Daulton, MURP
Principal

Environmental Scientists

Planners

Engineers

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered or monthly (by the tenth day of the month) and shall include the following:

1. Invoice Coversheet

*Rincon Consultants, Inc.
California Flats Solar Project Environmental Impact Report*

Date: _____

Invoice No. _____

Original Agreement Term: March 13, 2013 – December 31, 2014
Original Agreement Amount: \$282,075.75 (\$208,945.00 base budget plus \$73,130.75 project contingency)
Amendment No. 1: \$68,350.00 (\$38,350.00 base budget plus \$30,000.00 project contingency)
Extension of Term to March 31, 2015

<i>This Invoice:</i>	3.7		Review Updated Technical Memoranda	
	1.	3.7.1	\$4,460.00	<i>Biological Resources</i>
	2.	3.7.2	\$3,090.00	<i>Cultural Resources</i>
	3.	3.7.3	\$2,220.00	<i>Drainage</i>
	4.	3.7.4	\$1,430.00	<i>Air Quality/Greenhouse Gas</i>
	5.	3.7.5	\$2,680.00	<i>Review Other Reports to Confirm Additional Analysis Not Required</i>
	6.	4.2	\$1,150.00	<i>Update Acoustical Analysis</i>
	7.	7.1	\$3,585.00	<i>Review and Modify Revised Project Description</i>
		8.6		Second Administrative Draft EIR
		8.6.1		EIR Impact Analysis
	8.		\$1,170.00	<i>Aesthetics</i>
	9.		\$1,065.00	<i>Agricultural Resources</i>
	10.		\$ 870.00	<i>Air Quality</i>
	11.		\$1,910.00	<i>Biological Resources</i>
	12.		\$1,170.00	<i>Cultural Resources</i>
	13.		\$1,065.00	<i>Geology/Soils</i>
	14.		\$ 680.00	<i>Greenhouse Gas Emissions</i>
	15.		\$ 810.00	<i>Hazards and Hazardous Materials</i>
	16.		\$1,210.00	<i>Hydrology/Water Quality</i>
	17.		\$ 895.00	<i>Land Use and Planning</i>
	18.		\$ 680.00	<i>Noise</i>
	19.		\$ 810.00	<i>Public Services</i>
	20.		\$ 680.00	<i>Transportation/Traffic (Rincon Labor Only)</i>
	21.		\$ 810.00	<i>Utilities and Services</i>

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

22.		\$ 810.00	Effects Found Not to Be Significant	_____
23	8.6.2	\$1,140.00	Intro, Setting, Other CEQA-Required Sections	_____
24.		\$3,960.00	Second ADEIR Project Management/Coordination	_____

Grand Total:

\$38,350.00

Remaining Balance \$ _____

Approved as to Work/Payment:

Delinda Robinson, Senior Planner

_____ Date

All Invoices Are To Be Sent To:
Jaime Martinez, Accounting Technician
County of Monterey Resource Management Agency - Finance Division
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-4829

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (contingency increased in the amount of \$30,000 for a total amount not to exceed \$103,130.75) 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 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 his absence, designee. Within ten 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 his decision in writing to the Project Applicant, and CONTRACTOR.

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Unless he denies the recommended transfer, the Director of Planning or designee will ask the Project Applicant to make a decision within five 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.

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