

Attachment B

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, 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 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

WHEREAS, Agreement was amended by the Parties on April 9, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) and incorporated into the Agreement by this reference; and

WHEREAS, California Flats Solar, 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, CONTRACTOR released the Draft EIR (DEIR) for the Project to the public for review and comment; and

WHEREAS, a greater number of DEIR comments were received than originally anticipated and budgeted for in the Agreement; and

WHEREAS, CONTRACTOR has proposed budget increases for existing tasks and the addition of new tasks to accommodate response to DEIR comments and the Project Applicant's request to review the Administrative Final EIR and analyze the new Appendix provided by Pacific Gas & Electric Company for the proposed switching station for the Project as outlined in Exhibit A-2, Scope of Services/Payment Provisions included in this Amendment No. 2; 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 further amend the Agreement to extend the term to September 30, 2015 and increase the amount by \$76,315.50 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 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 \$426,741.25.

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 September 30, 2015, 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" and "EIR Preparation" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, are hereby amended to extend through September 30, 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. 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 as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

By: _____
Director of Planning

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

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*

Rincon Consultants, Inc.
Contractor's Business Name

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

Its: _____
(Print Name and Title)

Date: _____

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

Its: _____
(Print Name and Title)

Date: _____

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

This addition to the Agreement's Scope of Work (SOW) for the California Flats Solar Project Environmental Impact Report (EIR) (Project) responds to the number and complexity of comments received on the Draft EIR (DEIR), which exceeded the comments anticipated in the original SOW for this Project. Rincon Consultants, Inc. (Rincon) will prepare responses to the additional unanticipated comments which will require more Rincon staff time than currently allocated for this task. The additional SOW will also respond to the Project Applicant's request to review the Administrative Final EIR (AFEIR), and the new Appendix anticipated from Pacific Gas and Electric (PG&E) analyzing the proposed switching station.

ADDITIONAL SCOPE ITEMS

Task 10.1 AFEIR/Responses to Comments. The County of Monterey (County) received over four hundred (400) pages of comments in twenty-four (24) letters with ten (10) of the letters from public agencies. The letters include new information in the form of three (3) new biological resources studies supplied by the Project Applicant and a one hundred thirty-two (132) page letter provided by Adams, Broadwell, Joseph & Cardozo, including three (3) technical evaluations of biological resources, hazards and air quality, and hydrology. Based on Rincon's thorough review of these comments and discussions with County staff regarding approach to the most substantive comments, Rincon estimates that the responses to comments will require approximately two hundred seventy-four (274) hours of Rincon staff time.

These additional hours are comprised of both the time to draft the responses and the time to conduct additional analysis and/or revisions to the DEIR as warranted by the comments. Rincon understands that some of the technical comments related to biology, hydrology, air quality, and traffic will require additional information to be provided by the Project Applicant's technical consultants, and that Rincon can expect the Project Applicant and their consultants' cooperation in that regard, subject to County oversight and Rincon's review. The estimate of hours does not include the cost for Project Applicant consultant's time or expenses, but does include Rincon time to coordinate with County, including the Project Applicant's team on receipt and review of additional information. This coordination effort includes attendance at the two (2) meetings already held with County staff to discuss the comments (held on September 30 and October 2, 2014), compilation and submittal of a list of specific information requests for the Project Applicant's technical consultants, and one (1) additional meeting with County staff and the Project Applicant team to discuss the Project Applicant comments for which no changes to the EIR are anticipated.

The major components of the responses to comments effort will be as follows:

- Organizing, delineating and summarizing the individual comments;
- Preparing the responses to comments document, as otherwise described generally in Rincon's existing SOW;
- Coordinating with the Project Applicant's technical team to communicate information requests; and
- Peer reviewing (and modifying, where appropriate) responses and other new information provided by the Project Applicant team prior to incorporation into the Final EIR (FEIR).

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 10.3 Peer Review PG&E Technical Appendix. It is Rincon's understanding that PG&E plans to provide a new technical analysis to the County for inclusion in the FEIR. The new technical analysis will assess the impacts of the proposed PG&E switching station separate from the rest of the Project. This new Appendix will require Rincon's peer review prior to attachment to the FEIR.

Rincon will review the technical appendix, which is anticipated to draw heavily from the DEIR. It is assumed that most issue areas will be addressed relatively briefly (one (1) to two (2) pages), and will not require substantial Rincon staff effort to review and confirm findings. More detailed analysis of air quality and traffic is anticipated. Thus, Rincon has assumed additional time to verify new air quality calculations. In addition, Hexagon Transportation Consultants, Inc. (Rincon's subconsultant) will peer review the additional traffic analysis, including updated modeling and qualitative discussion. The findings of the peer review will be presented to the County in a brief memorandum. If revisions to the technical appendix are requested in Rincon's memorandum, six (6) additional Rincon staff hours have been included in this SOW to review the updated technical appendix.

Task 11.1 Revise AFEIR Based on Staff Comments. The Project Applicant's team has requested to review the AFEIR. To account for this review, this SOW includes sixteen (16) hours of Rincon staff time for comparing and synchronizing the Project Applicant and County comments, fifty-five (55) hours to revise the responses to comments and associated EIR textual changes, and thirty (30) hours for conference calls to discuss specific issue areas with the County and Project Applicant's team. This estimate includes one (1) conference call for air quality and Valley Fever, two (2) conference calls for biological resources, and two (2) additional conference calls for other technical issue areas, as needed. Each conference call is anticipated to take approximately two (2) Rincon staff hours and will require up to three (3) Rincon staff members.

Task 11.2 Publication of FEIR. This task includes additional Rincon staff time to address Project Applicant's team comments on the Screencheck FEIR (prepared in Task 11.1).

Task 13 Meetings and Hearings. As a result of ongoing coordination and standing meetings with the Project Applicant's team and County, the budget for Task 13, Meetings and Hearings, has been expended. To account for the need for Rincon staff to attend up to four (4) public hearings to consider the FEIR on the Project, this SOW includes staff time for Rincon's Project Manager and/or Principal-in-Charge to attend the hearings. This request additionally includes staff time for Rincon's Project Manager to attend up to six (6) additional meetings, beyond those previously assumed in tasks 10.1 and 11.1. Each meeting is anticipated to require two (2) Rincon staff hours.

Project Management/Coordination. This SOW includes additional project management and coordination during preparation of the AFEIR, addressing County and Project Applicant comments on the AFEIR, and publication of the FEIR.

TIMELINE

Once required information or supplementary responses are provided by the Project Applicant team, Rincon will complete the AFEIR/Responses to Comments in two (2) weeks. The ability to meet this schedule depends on timely receipt of technical information and responses from the

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Project Applicant's team and County staff's direction on addressing unanticipated issues that may arise during the process.

Once the PG&E technical appendix is received, Rincon will provide a peer review memorandum within two (2) weeks.

The time required to revise the AFEIR in accordance with the County and the Project Applicant's comments will depend on the extent of comments received, and the relative consistency between the sets of comments (with conflicting comments requiring additional time for coordination and resolution). If comments from the Project Applicant's team are generally consistent with the County's comments, it is anticipated that the Screencheck FEIR can be provided within two (2) to three (3) weeks.

FEE ESTIMATE

As shown in the attached table, Rincon estimates an additional fee of \$56,530 to complete this additional SOW. When added to the Agreement's current authorized Base budget of \$247,295 (excluding contingency), the total revised Base budget of the Agreement shall not exceed \$303,825.00.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey - California Flats Solar Project EIR

Cost Estimate

Revised 10/21/2014

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Sr. Principal \$210/hour	Principal \$170/hr	Proj. Mgr./Sr. Planner II \$130/hour	Env. Sci. III \$95/hour	GIS Specialist \$85/hour	Clerical \$55/hour
10. Administrative FEIR and MMRP								
10.1 Administrative Final EIR/Responses to Comments (increase)	\$23,435	194	1	10	120	60	2	1
10.3 Peer Review PG&E Technical Appendix	\$5,700	48		4	24	20		
11. FEIR								
11.1 Revise AFEIR Based on Staff Comments (increase)	\$12,745	101	2	22	38	36	2	1
11.2 Publication of Final EIR (increase)	\$1,970	15	1	4	6	2		2
13. Meetings (6) and Hearings (4) (increase)	\$5,000	36		8	28			
Project Management/Coordination (increase)	\$6,200	44		12	32			
Subtotal Labor (Base Fee):	\$55,050	438	4	60	248	118	4	4
Additional Costs			\$840	\$10,200	\$32,240	\$11,210	\$340	\$220
Hexagon Transportation Consultants, Inc. - Traffic Peer Review and Analysis	\$1,480							
TOTAL LABOR + ADDITIONAL COSTS	\$56,530							
TOTAL AMENDMENT REQUESTED	\$56,530.00							

EXHIBIT A -2 – 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

Amendment No. 2: \$76,315.50 (\$56,530.00 base budget plus \$19,785.50 project contingency)
Extension of Term to September 30, 2015

This Invoice:

10.		Administrative FEIR and MMRP	
10.1	\$23,435.00	Administrative Final EIR/Responses to Comments (increase)	_____
10.3	\$5,700.00	Peer Review PG&E Technical Appendix	_____
11.		FEIR	
11.1	\$12,745.00	Revise AFEIR Based on Staff Comments (increase)	_____
11.2	\$1,970.00	Publication of Final EIR (increase)	_____
13.	\$5,000.00	Meetings (6) and Hearings (4) (increase)	_____
	\$6,200.00	Project Management/Coordination (increase)	_____
	\$1,480.00	Hexagon Transportation Consultants, Inc. – Traffic Peer Review and Analysis	_____

Grand Total:

\$56,530.00

Remaining Balance \$ _____

Approved as to Work/Payment: _____

John H. Ford, Planning Services Manager

_____ Date

All Invoices Are To Be Sent To:

Diana Lemos, Account Clerk
County of Monterey Resource Management Agency - Finance Division
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-5220

EXHIBIT A -2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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 \$19,785.50 for a total amount not to exceed \$122,916.25) 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 his decision in writing to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the Director of Planning 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.

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