

Attachment A

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**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ALBION ENVIRONMENTAL, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement 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 a Standard Agreement 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, during review of the County's request for extension of the Combined Development Permit for the Project, the Office of the Zoning Administrator directed that the Agreement services include the provision of a full-time on-site Native American construction monitor from the Monterey Band of Monterey County / Ohlone Costanoan Esselen Nation (OCEN) during construction of the Project; and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to October 15, 2019 and to increase the amount by \$59,931.36 for a total amount not to exceed \$108,020.97 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 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-1 in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide a consulting archaeologist and a full-time on-site Native American construction monitor from the Monterey Band of Monterey County / Ohlone Costanoan Esselen Nation (OCEN) for construction monitoring services for the Moss Landing Underground Utility District – Rule 20A Project.

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 Exhibits A-1 and B-1, 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 \$108,020.97.

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 October 15, 2019, 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, Scope of Services/Payment Provisions" and "Exhibit B, Pricing Sheet" and add "Exhibit A-1, Scope of Services/Payment Provisions" and "Exhibit B-1, Pricing Sheet".
5. In all places within the Agreement any reference to "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Scope of Services/Payment Provisions" and any reference to "Exhibit B, Pricing Sheet" is hereby replaced with "Exhibit B-1, Pricing Sheet".
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.
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:

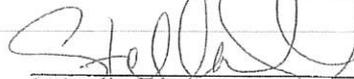
Contracts/Purchasing Officer

Albion Environmental, Inc.

Contractor's Business Name

Date:

By:



(Signature of Chair, President or Vice President)

Its:

Stella D'Oro, VP Santa Cruz

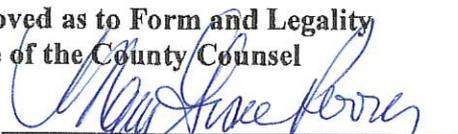
(Print Name and Title)

Date:

December 21, 2017

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

By:



Mary Grace Perry
Deputy County Counsel

Date:

12-22-17

By:

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

Its:

(Print Name and Title)

Date:

Approved as to Fiscal Provisions

By:



Auditor/Controller

Date:

12-18

Approved as to Indemnity and Insurance Provisions

By:

Risk Management

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) managing members. 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. 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

Albion Environmental, Inc.
Contractor's Business Name

Date: _____

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

Its: _____
(Print Name and Title)

Date: _____

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 12-22-17

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

Its: Jeffrey L. Diehl, CFO
(Print Name and Title)

Date: 12/21/2017

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 12/18

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

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) managing members. 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-1 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

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources. Such measures may include 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 provide all written reports required under this Agreement in hardcopy format to the following individual:

Nick Nichols, P.E.
Special Projects Engineer
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

B. PAYMENT PROVISIONS

- B.1 County shall pay an amount of **\$108,020.97** 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 or in accordance with **Exhibit B-1 – Pricing Sheet** of this Agreement.
- 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 "County Travel Policy". A copy of the policy is available online at https://www.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.

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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.

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:

County of Monterey
Resource Management Agency – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

- 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 B-1 PRICING SHEET

RFP #10513 Consulting Archaeologist for Construction Monitoring Moss Landing Rule 20A Underground Utility District

11/7/2017
County of Monterey

ARCHAEOLOGY

Labor	Rate	Phase 1 Mobilization and Training		Phase 2 Archaeological Monitoring ²		Phase 3 Monitoring Report		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Convisser	\$75.79	0	\$0.00	0	\$0.00	1	\$75.79	1	\$75.79
D'Oro	\$78.71	10	\$787.10	0	\$0.00	4	\$314.84	14	\$1,101.94
Garlinghouse	\$83.08	0	\$0.00	0	\$0.00	1	\$83.08	1	\$83.08
Hannah	\$58.30	4	\$233.20	640	\$37,312.00	4	\$233.20	648	\$37,778.40
Hanna OT ¹	\$87.45	0	\$0.00	80	\$6,996.00	0	\$0.00	80	\$6,996.00
Total Labor		14	\$1,020.30	720	\$44,308.00	10	\$706.91	744	\$46,035.21
Other Direct Costs									
		Units	Cost	Units	Cost	Units	Cost	Units	Cost
Mileage ³	\$0.535	0	\$0.00	3840	\$2,054.40	0	\$0.00	3840	\$2,054.40
Total ODCs			\$0.00		\$2,054.40		\$0.00		\$2,054.40
Total Cost			\$1,020.30		\$46,362.40		\$706.91		\$48,089.61

- Overtime represents drive time from Albion to the Project site (1 hour/day).
- Assumes 16 weeks of full time (8-hour days) archaeological monitoring (of one machine) with no cultural or paleontological resources encountered. If resources are encountered, Albion will develop a separate budget for the County.
- Travel is 48 miles round trip from Albion office.

NATIVE AMERICAN CONSTRUCTION MONITOR

Labor	Rate	Phase 1 Mobilization and Training		Phase 2 Native American Monitoring		Phase 3 Monitoring Report		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
D'Oro ¹	\$78.71	0	\$0.00	16	\$1,259.36	0	\$0.00	16	\$1,259.36
Total Labor		0	\$0.00	16	\$1,259.36	0	\$0.00	16	\$1,259.36
Other Direct Costs									
		Units	Cost	Units	Cost	Units	Cost	Units	Cost
Mileage ²	\$0.535	0	\$0.00	19,200	\$10,272.00	0	\$0.00	19,200	\$10,272.00
Rep from OCEN	\$55,000	0	\$0.00	640	\$35,200.00	0	\$0.00	640	\$35,200.00
OT for OCEN Rep ³	\$82,500	0	\$0.00	160	\$13,200.00	0	\$0.00	160	\$13,200.00
Total ODCs			\$0.00		\$58,672.00		\$0.00		\$58,672.00
Total Cost			\$0.00		\$59,931.36		\$0.00		\$59,931.36

- Management of Monitor
- 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 is 120 miles round trip.

This budget assumes 16 weeks of full-time (8-hour days) archaeological monitoring (of one machine) with no human remains encountered. If human remains are encountered, Albion will develop a separate budget.

	Phase 1 Mobilization and Training	Phase 2 Archaeological Monitoring ²	Phase 3 Monitoring Report	Total
TOTAL COST ALL SERVICES	\$1,020.30	\$106,293.76	\$706.91	\$108,020.97