

Attachment C

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Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Jane Parker to approve Consent Calendar Item Numbers 15 through 37.

- a. **Agreement No.: A-14699** / Approve Amendment No. 1 to Professional Services Agreement No. A-14699 with **Rincon Consultants, Inc.** to prepare a Second Revised Environmental Impact Report for the Rancho Cañada Village Subdivision Project (PLN040061-AMD1) where the Base Budget in the amount of \$66,597 is increased by \$9,819 to \$76,416 and the Contingency Budget in the amount of \$10,000 is increased by \$10,000 to \$20,000, for a total amount not to exceed \$96,416, with no extension to the term of March 10, 2020 to September 30, 2021;
- b. **Agreement No.: A-14700** / Approve Amendment No. 1 to Funding Agreement No. A-14700 with Rancho Cañada Venture, LLC for preparation of a Second Revised Environmental Impact Report for the Rancho Cañada Village Subdivision Project (PLN040061-AMD1) where the Base Budget in the amount of \$66,597 is increased by \$9,819 to \$76,416, the Contract Administration Fee in the amount of \$446 is increased by \$446 to \$892, and the Contingency Budget in the amount of \$10,000 is increased by \$10,000 to \$20,000, for a total amount not to exceed \$97,308, with no extension to the term of March 10, 2020 to September 30, 2021; and
- c. Authorize the Resource Management Agency Director or designee to execute Amendment No. 1 to Professional Services Agreement No. A-14699, Amendment No. 1 to Funding Agreement No. A-14700 and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts except for a contract amendment administration fee of \$446 for each such amendment to the Funding Agreement.

PASSED AND ADOPTED on this 29th day of September 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 September 29, 2020.

Dated: September 29, 2020
File ID: A 20-400
Agenda Item No.: 36

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

A handwritten signature in blue ink, appearing to read "Joel G. Pablo".

Joel G. Pablo, Deputy

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

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-14699 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 County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures.

WHEREAS, on May 14, 2020, CONTRACTOR entered into Professional Services Agreement No. A-14699 with County (hereinafter, "Agreement") to prepare a Second Revised Environmental Impact Report (hereinafter, "SREIR") for the Rancho Village Subdivision Project (hereinafter, "Project") for a term of March 10, 2020 through September 30, 2021 for an amount not to exceed \$76,597, and concurrently, County approved a Funding Agreement with Rancho Canada Venture, LLC, the Project Applicant, to fund the services provided by CONTRACTOR; and

WHEREAS, the Second Revised Draft EIR (SRDEIR) has since been prepared and circulated for public review. The comment period closed on August 11, 2020; and

WHEREAS, the CONTRACTOR's scope of work under the Agreement provided for the possibility of reevaluation and augmentation of their budget depending on the volume and detail of the comments received on the SRDEIR; and

WHEREAS, based on the comments received on the SRDEIR, the CONTRACTOR needs additional funding to prepare responses to comments, produce the Second Revised Final EIR (SRFBIR), and continue coordination with County staff, as further set out in Exhibit A-1, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$19,819 for a total amount not to exceed \$96,416 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1; and

WHEREAS, the County is concurrently herewith processing an amendment to the Funding Agreement with the Project Applicant to provide funding for the services under this Amendment No. 1.

Amendment No. 1 to Professional Services Agreement No. A-14699
Rincon Consultants, Inc.
Second Revised EIR for the Rancho Canada Village Subdivision Project
RMA - Planning
Term: March 10, 2020 - September 30, 2021
Not to Exceed: \$96,416.00

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. 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 \$96,416.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1, Scope of Services/Payment Provisions".
3. All written reports required under this Agreement as amended shall be delivered to the following individual:

Mary Israel, Associate Planner
County of Monterey
Resource Management Agency - Land Use & Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: israelm@co.monterey.ca.us

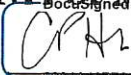
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Professional Services Agreement No. A-14699
Rincon Consultants, Inc.
Second Revised EIR for the Rancho Canada Village Subdivision Project
RMA - Planning
Term: March 10, 2020 - September 30, 2021
Not to Exceed: \$96,416.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:


COUNTY OF MONTEREY

CONTRACTOR*

By: 
Carl P. Holm, AICP
RMA Director

Rincon Consultants, Inc.
Contractor's Business Name

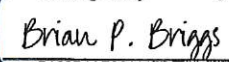
Date: 9/30/2020


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

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

Date: September 11, 2020

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

By: 
Brian P. Briggs
Assistant County Counsel / Deputy County Counsel


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

Its: Richard Daulton, Corporate Secretary
(Print Name and Title)

Date: 9/16/2020

Date: September 14, 2020

Approved as to Fiscal Provisions

By: 
Gary Giboney
Auditor/Controller

Date: 9/16/2020

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager**

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) 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.

Amendment No. 1 to Professional Services Agreement No. A-14699
Rincon Consultants, Inc.
Second Revised EIR for the Rancho Canada Village Subdivision Project
RMA - Planning
Term: March 10, 2020 -- September 30, 2021
Not to Exceed: \$96,416.00

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Rincon Consultants, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, to complete a Second Revised Environmental Impact Report (EIR) (Second REIR) (services) for the Rancho Cañada Village Subdivision Project (Project) to satisfy requirements of the California Environmental Quality Act (CEQA) and to comply with the Monterey County Superior Court judgement as set forth below:

Based on the extent of public comments received and the approach for responding, additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 1 to the Agreement incorporates the additional staff time required for completion of the tasks below.

Task 5: Administrative Second Revised Final EIR (Additional Responses to Comments)

The March 10, 2020 Agreement scope assumed that "most comment letters will be the same or similar to comments that were received on the certified EIR" but anticipated "receipt of at least one (1) lengthy legal comment." The level of effort was estimated at eighty (80) professional staff hours; however, as noted in the Agreement, "The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period."

Based on the comments received and consultation with County staff, CONTRACTOR estimates the need for ninety-five (95) professional staff hours to respond to comments, for an increase of fifteen (15) professional staff hours. This estimate includes assumptions about County contributions to the preparation of responses to comments. If CONTRACTOR is required to do work currently assumed to be done by County staff, additional budget will be required.

Deliverable(s): Administrative Second Revised Final EIR

Task 7: Second Revised Final EIR (Additional Final EIR Production)

The typical County format for a Final EIR includes an Introduction, Responses to Comments, and Revisions to the Draft EIR in a stand-alone document; Draft EIR sections are not revised and reproduced in full. Per direction provided by County staff, County has requested preparation of a full Final EIR with all Draft EIR sections, and a new Responses to Comments chapter. In this scenario, the existing strikethrough and underline in the Draft EIR would be removed manually, and any edits completed in response to public comments would then be shown in strikethrough and underline. This scope amendment includes professional and production staff time to complete this formatting. In addition, due to the increased length of the Final EIR under this scenario, an estimated \$600.00 additional budget would be required for printing.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverable(s): Second Revised Final EIR as Introduction, Responses to Comments, and Revisions to the Draft EIR in a stand-alone document and also with edits completed in response to public comments shown in strikethrough and underline.

Task 9: Project Management and Hearings

(Additional Project Management)

Task 9, Project Management and Hearings, from the March 10, 2020 Agreement scope of work assumed attendance at up to three (3) conference calls with County staff during the course of this Agreement; more coordination calls have occurred, and as such, the management budget is nearly expended. Therefore, this budget augmentation request includes additional time for attendance at up to three (3) additional conference calls (1.5-hours each) and ongoing coordination and management of the Final EIR.

Assumptions:

This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement.

Deliverables:

CONTRACTOR shall produce the deliverables as noted in the above-mentioned tasks and in the original Exhibit A to the Agreement. All written reports required under this Agreement as amended herein shall be delivered as noted to the following individual and in accordance with the Project Schedule which follows:

Mary Israel, Associate Planner
County of Monterey
Resource Management Agency - Land Use & Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: israelm@co.monterey.ca.us

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

County shall pay an increased amount not to exceed \$19,819.00 (\$9,819.00 for Base Budget plus \$10,000.00 in Project Contingency) 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 attached Cost Estimate.

During this Agreement as herein amended, County and CONTRACTOR agree that CONTRACTOR shall only be reimbursed for mileage according to the Internal Revenue Service standard mileage rate and not for travel expenses.

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

CONTRACTOR'S BILLING PROCEDURES

Invoices for deliverables under the Agreement as herein amended shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

services performed in conjunction with a deliverable may be billed monthly (by the tenth day of the month) and will be considered on a time and materials basis. All invoices shall include the following and shall be submitted with the Invoice Coversheet (provided as Attachment B-1 in Exhibit A-1 of this Agreement):

1. Invoice Coversheet

Rincon Consultants, Inc. Date: _____
Rancho Cañada Village Subdivision Project Second Revised EIR Invoice No. _____

Original Agreement Term: March 10, 2020 to September 30, 2021
Original Agreement Amount: \$76,597.00 (\$66,597.00 Base Budget plus \$10,000.00 Project Contingency)

Amendment No. 1: \$ 19,819.00 (\$ 9,819.00 Base Budget plus \$10,000.00 Project Contingency)

This Invoice:

| | | | |
|----------------|------------------------|--|-------|
| Task 5: | \$2,550.00 | Administrative Second Revised Final EIR | _____ |
| Task 7: | \$2,869.00 | Second Revised Final EIR | _____ |
| Task 9: | \$3,800.00 | Project Management and Hearings | _____ |
| | | Direct Cost Summary | _____ |
| | <u>\$600.00</u> | Printing and Reproduction Costs | _____ |
| | \$9,819.00 | GRAND TOTAL: | _____ |

REMAINING BALANCE: _____

Approved as to Work/Payment: Mary Israel, Associate Planner **Date**

Payment shall be based upon satisfactory acceptance of each work product/deliverable.

Invoices under this Agreement as amended 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 address or via email to RMA-Finance-AP@co.monterey.ca.us:

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 as amended should be directed to the RMA Finance Division at (831) 755-4800 or via email to RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement as amended or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement as amended.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

No payments in advance or in anticipation of services or supplies to be provided under this Agreement as amended 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.

2. Invoice Detail

Each invoice for deliverables shall indicate percentage of completion of the task and include the invoice amount in association with the actual deliverables performed and shall be within the "Not to Exceed" budget amount allocated for the Project.

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 CONTRACTOR and shall be within the "Not to Exceed" budget amount allocated for the service or services performed.

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

The RMA Director or designee 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 deliverables/services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total Agreement Project Contingency of \$20,000.00) requires the prior written approval of the RMA Director or designee and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the RMA Director and/or 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 RMA Director and/or Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the RMA Director or designee. Within ten (10) working days thereafter, the RMA Director 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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director 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 RMA Director 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.



RINCON CONSULTANTS, INC.
Rancho Cañada Scope Amendment Request
 Cost Estimate (without Contingency)

8/24/2020

| Tasks | Labor Description → | | | Senior Prof I or II, Supervisor I, Sr Supervisor II, or Principal I | Professional III or IV | Associate I, II, or III; Professional I or II | Production Specialist | GIS/CADD Specialist I or II | Clerical |
|---|---------------------|----------------|-----------|---|------------------------|--|-----------------------|-----------------------------|----------|
| | Labor Cost | Direct Expense | Hours | \$220 | \$145 | \$115 | \$88 | \$125 | \$75 |
| Task 5: Administrative Final EIR (Additional Responses to Comments) | \$2,550 | \$0 | 15 | 5 | 10 | | | | |
| Task 7: Final EIR (Formatting/Production) | \$2,869 | \$600 | 25 | 2 | | 15 | 8 | | |
| Task 9: Project Management and Hearings | \$3,800 | \$0 | 20 | 12 | 8 | | | | |
| SUBTOTAL COST | \$ 9,219 | \$ 600 | 60 | 4,180 | 2,610 | 1,725 | 704 | 0 | 0 |

Direct Cost Summary

| | | |
|-----------------------------------|-----------|------------|
| Printing and Reproduction | \$ | 600 |
| Subtotal Additional Costs: | \$ | 600 |

Summary

| | | |
|-----------------------------|-----------|--------------|
| Professional Fees Subtotal | \$ | 9,219 |
| Direct Costs Subtotal | \$ | 600 |
| TOTAL PROJECT BUDGET | \$ | 9,819 |

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, with the County's written approval, prior to the reallocation as long as the total contract price is not exceeded.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT B-1

Invoice Coversheet

Rincon Consultants, Inc.
Rancho Cañada Village Subdivision Project Second Revised EIR

Date: _____
Invoice No. _____

Original Agreement Term: March 10, 2020 to September 30, 2021
Original Agreement Amount: \$76,597.00 (\$66,597.00 Base Budget plus \$10,000.00 Project Contingency)

Amendment No. 1: \$ 19,819.00 (\$ 9,819.00 Base Budget plus \$10,000.00 Project Contingency)

This Invoice:

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| | | Direct Cost Summary | _____ |
| | <u>\$600.00</u> | Printing and Reproduction Costs | _____ |
| | \$9,819.00 | GRAND TOTAL: | _____ |

REMAINING BALANCE: _____

Approved as to Work/Payment: **Mary Israel, Associate Planner**

_____ **Date**