

Attachment Q

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Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-12775

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to Professional Services Agreement No. A-12775 with Denise Duffy & Associates, Inc. to increase the not to exceed amount of \$321,769 by \$6,095 for a total amount not to exceed \$327,864 to allow the completion of tasks required by the United States Fish and Wildlife Services (USFWS) and the California Department of Transportation (Caltrans) to complete the Carmel River Floodplain Restoration and Environmental Enhancement Project in the Carmel Area Land Use Plan, for a term beginning July 29, 2014 through July 29, 2017; and
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 2 to Professional Services Agreement No. A-12775 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 3rd day of May 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, 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 79 for the meeting on May 3, 2016.

Dated: May 4, 2016
File ID: A 16-103

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, 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 Denise Duffy & Associates, 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 Professional Services Agreement with County on August 1, 2014 (hereinafter, "Agreement") to provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project") through June 30, 2016 for an amount not to exceed \$256,769.25; and

WHEREAS, Agreement was amended by the Parties on September 11, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for an additional +/- thirteen (13) months through July 29, 2017 and to increase the amount by \$65,000.00 which resulted in a not to exceed amount of \$321,769.25; and

WHEREAS, due to unforeseen circumstances and documentation requirements from the United States Fish and Wildlife Service (USFWS) and California Department of Transportation (Caltrans), the Parties have identified a need to expand Task 2.2, Section 106 Documents, to include a Historic Property Survey Report, Historic Resource Evaluation Report, and Field Work and updated Archeological Survey Report and Task 2.5, Paleontological Identification Report (PIR), to include a Combined Paleontological Identification and Evaluation Report, to the original scope of work of this Agreement; and

WHEREAS, the Parties wish to reduce the cost associated with Task 2.4, Scenic Resource Evaluation (SRE) and Visual Impact Assessment (VIA) Memorandum, Task 2.6, Initial Site Assessment (ISA) for Hazardous Waste, Task 2.7, Noise Study Report (NSR), and Task 2.8, Air Quality Study (AQS), from the original scope of work of this Agreement; and

WHEREAS, the Parties wish to reallocate funding within the Agreement in the amount of \$33,500.00 from existing tasks to expand tasks required by USFWS and Caltrans to complete the Project; and

WHEREAS, the Parties wish to further amend the Agreement to reallocate funding in the amount of \$33,500 and increase funding in the amount of \$6,095.00 with no extension of the term to allow CONTRACTOR to continue to provide tasks 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 \$327,864.25.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions", attached and incorporate by this reference.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. 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: *Rebecca Wilson*
Contracts/Purchasing Officer

Denise Duffy & Associates, Inc.
Contractor's Business Name

Date: May 6, 2016

By: *Denise Duffy*
(Signature of Chair, President or Vice President)

Its: Denise Duffy, President
(Print Name and Title)

Date: April 7, 2016

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

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

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Its: Denise Duffy, Secretary
(Print Name and Title)

Date: 4-14-16

Date: April 7, 2016

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 4-15-16

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-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide identified services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project"), as set forth below:

CONTRACTOR has coordinated with the United States Fish and Wildlife Service (hereinafter, "USFWS") and the California Department of Transportation (hereinafter, "Caltrans") to expand the services of the tasks below for the Project. USFWS and Caltrans require preparation of additional technical documents to complete tasks identified in the original scope of work of this Agreement for the Project and as follows:

Task 2.2 Section 106 Documents

- Historic Property Survey Report for Caltrans
- Historic Resource Evaluation Report for Caltrans
- Field Work and Updated Archeological Survey Report for USFWS

Task 2.5 Paleontological Identification Report (PIR)

- Combined Paleontological Identification and Evaluation Report for Caltrans

County has determined that the cost for the following tasks from the original scope of work of this Agreement shall be reduced for the Project:

Task 2.4 Scenic Resource Evaluation (SRE) and Visual Impact Assessment (VIA) Memorandum

Task 2.6 Initial Site Assessment (ISA) for Hazardous Waste

Task 2.7 Noise Study Report (NSR)

Task 2.8 Air Quality Study (AQS)

Services described in Task 2.4, 2.6, 2.7, and Task 2.8, in Exhibit A – Scope of Services/Payment Provisions of this Agreement shall not be provided unless authorized in writing by the County's Project Manager prior to these services being provided.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$6,095.00 for a total amount not to exceed \$327,864.25 for the completion of tasks identified in this Exhibit A-2, Scope of Services/Payment Provisions.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The total not to exceed amount of this Agreement is \$327,864.25 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A, A-1 and A-2. CONTRACTOR'S compensation for services rendered shall be based on the following:

TASK	ORIGINAL TASK AMOUNT	ADDITIONAL TASK AMOUNT	REVISED TASK AMOUNT
Task 2.2 Section 106 Documents	\$8,063.75		\$40,943.75
• Historic Property Survey Report for Caltrans		\$ 9,050.00	
• Historic Resource Evaluation Report for Caltrans		\$18,530.00	
• Field Work and Updated Archeological Survey Report for USFWS		\$ 5,300.00	
Task 2.5 Paleontological Identification Report (PIR)	\$3,463.75		\$6,488.75
• Combined Paleontological Identification and Evaluation Report for Caltrans		\$ 3,025.00	
CONTRACTOR Administrative Fee		\$ 3,690.00	\$3,690.00
TOTAL INCREASE AMOUNT:		\$39,595.00	

TASK	ORIGINAL TASK AMOUNT	REDUCED TASK AMOUNT	REVISED TASK AMOUNT
Task 2.4 Scenic Resource Evaluation (SRE) and Visual Impact Assessment (VIA) Memorandum	\$ 9,788.75	-\$ 8,000.00	\$1,788.75
Task 2.6 Initial Site Assessment (ISA) for Hazardous Waste	\$ 6,338.75	-\$ 5,000.00	\$1,338.75
Task 2.7 Noise Study Report (NSR)	\$10,363.75	-\$ 8,500.00	\$1,863.75
Task 2.8 Air Quality Study (AQS)	\$14,388.75	-\$12,000.00	\$2,388.75
TOTAL REDUCED AMOUNT:		-\$33,500.00	

TOTAL INCREASE TO AGREEMENT: \$6,095.00

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of the work completed per task as outlined in the CONTRACTOR'S monthly invoice.

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*1375), Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

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

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.

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

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services/work products/deliverables under the AGREEMENT shall be submitted monthly, shall identify the document or work product being delivered, include monthly progress reports, state the percentage of task completion, state the percentage of budget expended to date, and shall include the following:

1. Invoice Coversheet

Denise Duffy & Associates, Inc.

Carmel River Floodplain Restoration and Environmental Enhancement Project

Date: _____

Invoice No. _____

Original Agreement Term: July 29, 2014 – June 30, 2016
 Original Agreement Amount: \$256,769.25
 Amendment No. 1: \$ 65,000.00; Extension of Term to July 29, 2017
 Amendment No. 2: \$ 6,095.00 and Reallocation of Funds

This Invoice:	2.2		Section 106 Documents		
		\$ 9,050.00	Historic Property Survey Report for Caltrans		_____
		\$18,530.00	Historic Resource Evaluation Report for Caltrans		_____
		\$ 5,300.00	Field Work and Updated Archeological Survey Report for USFWS		_____
	2.5		Paleontological Identification Report (PIR)		_____
		\$ 3,025.00	Combined Paleontological Identification and Evaluation Report for Caltrans		_____
		\$ 3,690.00	CONTRACTOR Administrative Fee		_____
TOTAL INCREASE FOR EXPANDED TASKS:		<u>\$ 39,595.00</u>			_____
	2.4	-\$ 8,000.00	Scenic Resource Evaluation (SRE) and Visual Impact Assessment Memorandum (VIA)		_____
	2.6	-\$ 5,000.00	Initial Site Assessment (ISA) for Hazardous Waste		_____
	2.7	-\$ 8,500.00	Noise Study Report (NSR)		_____
	2.8	-\$12,000.00	Air Quality Study (AQS)		_____
TOTAL CREDIT FOR REDUCED TASKS:		<u>-\$33,500.00</u>			_____
TOTAL CHANGE TO AGREEMENT:					<u>\$6,095.00</u>

Remaining Balance \$ _____

Approved as to Work/Payment: _____

Melanie Beretti, RMA Service Manager

_____ Date

County of Monterey
 Resource Management Agency (RMA) – Finance Division
 168 West Alisal Street, 2nd Floor
 Salinas, California 93901

2. Invoice Detail

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