AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND DENISE DUFFY & ASSOCIATES, INC.

THIS AMENDMENT NO. 4 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 May 1, 2013 (hereinafter, "Agreement") to provide a Programmatic Biological Assessment (BA) and Initial Study (IS) for projects located in the Carmel River Lagoon Area and a Carmel River Lagoon Restoration and Management Plan for Phases 1 and 2 (hereinafter, "Project"); and

WHEREAS, Agreement was amended by the Parties on April 10, 2014 (hereinafter, "Amendment No. 1") to extend the term to April 23, 2015, June 13, 2014 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) to revise the original scope of the Agreement to provide for a Focused Environmental Impact Report (EIR) rather than a Programmatic BA and IS as the most efficient environmental document for completion of Phase 2 of the Project, and April 23, 2015 (hereinafter, "Amendment No. 3") to extend the term to June 30, 2016; and

WHEREAS, \$27,500 from Task 6.5, 1st Administrative Draft Environmental Impact Report (EIR)/Environmental Assessment (EA), is reallocated to a new task, Task 6.1.1 under Task 6.1, Coastal Engineering Analysis, Design and 30% Plans for Scenic Road Protection Study (SRPS) as included in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete the California Environmental Quality Act (CEQA) documentation process which includes preparation of the First Administrative Draft EIR that requires coastal engineering work associated with Scenic Drive, preparation of conceptual monitoring plan, and conceptual revision to the Interim Sandbar Management Program (ISMP), and the Final EIR which includes response to comments; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement to December 31, 2016 and to increase the amount by \$277,883 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 4.

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 \$824,554.

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

The term of this Agreement is from April 23, 2013 to December 31, 2016, 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. Exhibit A-2, attached hereto is hereby incorporated into the Agreement.
- 6. All other terms and conditions of the Agreement remain unchanged and in full force.
- 7. This Amendment No. 4, including Exhibit A-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. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONT	RACTOR*
By:	1	Denise Duffy & Associates, Inc.
Contracts/Purchasing Officer		Contractor's Business Name
Date:	By:	(Signature of Chair, President or Vice President)
	Its:	Dentse Duffy President (Printed Name and Title)
	Date:	9/23/15
Approved as to Form and Legality Office of the County Counsel	Ву:	(Signature of Scorctary, Asst. Secretary, SFO, Treasurer or Asst. Treasurer)
By: Deputy County Counsel	Its:	Venise DAty Secretary (Printed Name and Title)
Date:	Date:	9/23/15
Approved as to Fiscal Provisions		
By: Auxilitor/Controller		
Date: 4-35-15		
Approved as to Indemnity, 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.

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To Agreement by and between County of Monterey, hereinafter referred to as "County" and

Denise Duffy & Associates, Inc., hereinafter referred to as "DD&A"

A. SCOPE OF SERVICES

A.1 DD&A shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

PHASE 2 Fiscal Year (FY) 13/14 Funds: ENVIRONMENTAL DOCUMENTATION CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)/NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

Task 6.1: Coastal Engineering Analysis, Design and 30% Plans for Scenic Road Protection Study (SRPS)

Task 6.1.1 Due to unanticipated circumstances, additional planning level analysis for two (2) additional SRPS armoring alternatives is needed from Coastal Engineering (subcontractor) at a cost of \$25,000 plus \$2,500 administration fee (10%), for a total cost of \$27,500.

Task 6.5: 1st Administrative Draft Environmental Impact Report (EIR)/Environmental Assessment (EA)

Due to unanticipated circumstances additional work is needed under Task 6.1. A total cost of \$27,500 is subtracted from Task 6.5 and added to Task 6.1.1.

PHASE 2 FY 15/16 Funds: ENVIRONMENTAL DOCUMENTATION CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

1^{ST} ADMINISTRATIVE DRAFT EIR

Task 6.2: Civil and Hydrological Engineering, Analysis, Design and 30% Plans for the Ecosystem Protection Barrier (EPB)

Task 6.2.2 Balance Hydrologics, Inc. (subcontractor) to prepare a conceptual Monitoring Plan for incorporation into the Delayed EPB Alternative at a cost of \$7,500, plus \$750 administration fee (10%) for a total cost of \$8,250.

Task 6.3: CEQA/NEPA Project and Alternatives Description

Task 6.3.1 CEQA/NEPA Alternatives – Rewrite and incorporate additional design work and proposed changes to the alternatives in the current project description at a total cost of \$19.250.

Task 6.5: 1st Administrative Draft Environmental Impact Report (EIR)

Task 6.5.1 1st Administrative Draft Environmental Impact Report (EIR) completion – Due to unanticipated circumstances, additional work funded under Task 6.1.1 (described above) results in a shortfall of funds to complete Task 6.5. A total of \$27,500 is needed to complete this task.

Task 6.5.2 Air Quality, Greenhouse Gas, and Noise Studies - Ambient Air Quality and Noise Consulting (subcontractor) to prepare air quality, greenhouse gas, and noise impact assessments for the project. Cost from subcontractor is \$16,385 plus \$1,639 DD&A administration fee (10%) for a total cost of \$18,024.

Task 7.3: Project Management

Task 7.3.1 Project Management for 1st Admin Draft EIR – DD&A has exhausted DD&A's budget for project management. This is a result of extensive communication and coordination with project team and project proponent related to controversy about the Preferred Alternative and the alternatives analysis. As the project continues to increase in controversy and may likely suffer from litigation in the future, the cost for DD&A to complete this task is \$6,977.

Total Cost Estimate for the completion of the $1^{\rm St}$ Administrative Draft EIR is \$80,000.

2ND ADMINISTRATIVE DRAFT EIR AND FINAL EIR

DD&A is currently contracted by the County to prepare the 1st Administrative Draft EIR under CEQA for the project.

The following scope and budget details the tasks necessary to complete the CEQA documentation process for this project. This includes the preparation of the 2nd Administrative Draft, the Draft EIR for public review, and the Final EIR, which includes response to comments.

Task 6.6: Prepare 2nd Administrative Draft EIR

After review of the 1st Administrative Draft EIR by the County, DD&A will respond, as necessary, and revise the document based on the comments received. The document will then be provided electronically to selected regulatory and resource agencies (at the discretion of the County) for their review and comment. Total cost to complete this task is \$34,196, which will be broken out as follows:

¹ This scope and budget assumes that the Army Corps of Engineers (ACOE) will be the Federal lead agency and that the ACOE will not request or require significant revisions of the Administrative Draft EIR for compliance with NEPA regulations. Additional hard copies and CD copies that may be requested by Federal or State agencies is unknown at this time and is not included in this scope or budget.

- Whitson Engineers \$3,000
- Balance Hydrologics \$500
- Moffat & Nichols \$5,000
- DD&A \$25,696 (personnel and expenses \$24,829; direct cost administration at 10% \$867)

Task 6.7: Prepare Screen Check and Public Review Draft EIR

DD&A assumes that the County and selected regulatory and resource agency staff will provide one (1) set of written comments each on the Administrative Draft EIR, either in letter form or on a single copy of the document.² DD&A will then submit a Screen Check Draft (electronic version only) to the County. After review of the Screen Check Draft, DD&A will submit fifteen (15) CD copies. fifteen (15) hard copies of the Summary Form, and Notice of Completion of the Draft EIR to the State Clearinghouse for distribution for a 45-day public review period (per CEQA requirements). It is assumed that the Army Corps of Engineers (ACOE) will comply with the Federal lead agency's NEPA requirements for public distribution independently. DD&A will provide thirty (30) hard copies (plus one (1) unbound camera ready copy) to County for local distribution. DD&A will also provide ten (10) CDs containing the document files in Microsoft Word and Adobe Acrobat (pdf) formats. This scope assumes that all public mailings and posting of documentation, notices, etc. will be performed and paid for by the County, including posting in the local newspaper and with the County Clerk. Additional copies beyond those identified above are not included in this scope. Total cost to complete this task is \$16,537.

Task 6.8: Draft Final EIR and Draft Mitigation Monitoring and Reporting Program (MMRP)

Task 6.8.1 Response to Comments/Prepare Draft Final EIR - DD&A will respond to public comments received on the Draft EIR received during the 45-day review period. DD&A, in consultation with the County, will prepare formal responses to these comments. The comment letters and responses, as well as any necessary changes to the text of the Draft EIR, will be incorporated into the Final EIR³. DD&A will provide electronic copies of the

² This scope and budget includes incorporating regulatory and resource agency comments, assuming that comments do not require substantial revisions or additional technical analysis. Substantial revisions are anticipated to be avoided by early coordination with key agencies; however, DD&A cannot anticipate agency staffing changes, project description changes, or other changes in circumstances outside DD&A's control.

³ The budget estimate for preparation of the Draft Final EIR is \$49,109 and assumes no new technical analyses will be needed. This estimate is based on DD&A's experience for the quantity and nature of public comment that is reasonably anticipated for a project of this scope. DD&A will review public comments and determine if the volume or nature of public comment significantly exceeds what is reasonably anticipated for this project. If DD&A believes the volume or nature of comments are beyond what was reasonably anticipated, DD&A will provide the County a written request with justification and cost estimate to utilize funds from Task 8.0, Optional Tasks, to complete the task.

Draft Final EIR to the County for review and comment. Total cost to complete this task is \$49,109 and is broken out as follows:

- Whitson Engineers \$2,000
- Balance Hydrologics \$2,000
- Moffat & Nichols \$2,000
- DD&A \$43,109 (personnel and expenses \$42,495; direct cost administration at 10% \$614)

Task 6.8.2 Prepare Draft MMRP - DD&A will also prepare a Draft MMRP in accordance with CEQA and County requirements, including the identification all mitigation measures, and implementation and monitoring responsibility, timing, and schedule. DD&A will provide electronic copies of the MMRP to the County for review and comment. Total cost for DD&A to complete this task is \$7,366.

Task 6.9: Prepare Final EIR and MMRP/Hearing Attendance

This task assumes DD&A will respond and incorporate one (1) single round of comments from the County on the Draft Final EIR and MMRP prior to preparation of the Final EIR and MMRP. The tasks required for project approval/EIR certification (e.g., preparation of staff reports, resolution, CEQA Findings/Statement of Overriding Considerations, etc.) and preparation, posting, and distribution of the notices (e.g., Notice of Determination) will be completed by DD&A in coordination with the County. DD&A will provide drafts of each of these documents to the County for review and comment prior to finalization. DD&A will provide ten (10) CDs and ten (10) hard copies of the Final EIR and MMRP to the County. This scope assumes that all public mailings and posting of documentation, notices, etc. will be conducted and paid for by the County, including County Clerk and California Department of Fish and Wildlife (CDFW) filing fees. Additional copies beyond those identified above are not included in this scope. DD&A will attend the public hearing for project approval and certification of the EIR and will be available to answer questions, as needed. DD&A will coordinate with the County to prepare and provide hearing and presentation materials; however, it is assumed that the County will be responsible for preparing and conducting the presentation. Total cost for DD&A to complete this task is \$29,470.

Task 7.0: 2ND ADMINISTRATIVE DRAFT EIR AND FINAL EIR MEETINGS AND PROJECT MANAGEMENT

Task 7.1: Meetings

Task 7.1.1 County Staff/Consultant Meetings for 2nd Admin Draft and Final EIR - DD&A has included four (4) meetings at the County offices lead by the CEQA lead with up to two (2) DD&A staff participating in each meeting. Total cost to complete this task is \$10,399 and is broken out as follows:

- Whitson Engineers \$500
- Balance Hydrologics \$500
- Moffat & Nichols \$500
- DD&A \$8,899 (personnel and expenses \$8,741; direct cost administration at 10% \$158)

Task 7.2: Conference Calls

Task 7.2.1 Conference Calls for 2nd Administrative Draft and Final EIR-DD&A has included eight (8), one-hour phone calls lead by the County with up to two (2) DD&A staff participating in each call. Total cost to complete this task is \$8,749 and is broken out as follows:

- Whitson Engineers \$500
- Balance Hydrologics \$500
- Moffat & Nichols \$500
- DD&A \$7,249 (personnel and expenses \$7,096; direct cost administration at 10% \$153).

Task 7.3: Project Management

Task 7.3.2 Project Management 2nd Administrative Draft EIR and Final EIR - DD&A will provide project management services, including subcontractor administration and management, status progress reporting and tracking, schedule and budget monitoring and reporting, and client/agency coordination. Total cost for DD&A to complete this task is \$8,969.

Task 8.0: Optional Tasks

Task 8.1 Additional Response and Revisions to prepare Draft Final EIR – Due to the controversial nature of the proposed project, there is the potential that the estimated budget will not be sufficient to respond to public comments on the Draft EIR. DD&A will review the public comments received during the public review period and determine whether additional funds are needed to adequately respond and finalize the EIR. Since responses to public comments may require preparation of new or updated information or materials, additional meetings, and changes to the project, an optional task in the amount of \$33,089 may be necessary for the completion of the EIR. The optional tasks above shall not be provided by DD&A unless authorized in writing prior to by the County.

Total Cost Estimate for the completion of the Draft and Final EIR is \$197,882.

A.2 DD&A shall produce the following deliverables (written reports, installed products, etc.) by the proposed dates indicated below. Any necessary modifications to these proposed dates must be discussed and coordinated in advance with the County.

Monthly Project Status Reports in an agreed upon format between DD&A and County, to include monthly updates to the Carmel Lagoon Project – EIR Milestones Timeline Revised Draft dated August 23, 2015 (attached).

All work under this Agreement shall be completed by DD&A by no later June 30, 2016 unless otherwise authorized by the County's written consent, contingent upon availability of funding.

All written reports and deliverables required under this Agreement must be delivered electronically in PDF format, or if needed, in Microsoft Word or Excel, as applicable. Documents requiring agency or public distribution, such as technical studies that will be submitted to relevant agencies as hardcopy documents, if not explicitly stated in the task descriptions within the scope of work, DD&A will print and send up to three hard copies, in addition to electronic copies of each deliverable to the following individual in accordance with the schedule above:

Melanie Beretti
Resource Management Agency Special Programs Manager
County of Monterey, Resource Management Agency
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Email: berettim@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$277,883 for the performance of <u>all</u> things necessary for or incidental to the performance of work as set forth in the Scope of Services. DD&A's compensation for services rendered shall be based according to DD&A's 2015 Schedule of Rates effective through December 31, 2016 (attached) or in accordance with the following terms:

Expenses include photocopying, supplies, travel, reproduction, postage, phone, facsimile, materials, etc.

County and DD&A agree that DD&A shall be reimbursed for travel expenses during this Agreement. DD&A shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, DD&A must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

DD&A 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 DD&A'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of the work completed per task outlined in DD&A's monthly invoice and activity report.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by DD&A for services rendered if DD&A 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: DD&A is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors,

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Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

2015 SCHEDULE OF RATES

HOURLY PERSONNEL RATES

Principal	\$215.00
Senior Project Manager/Engineering Specialist	\$180.00
Senior Project Manager	\$155.00
Senior Botanist	\$1.45.00
Senior Planner/Scientist II	\$145.00
Project Manager	\$135,00
Senior Planner/Scientist	\$125.00
Assistant Project Manager	\$113,00
Environmental Biologist	\$108.00
Associate Planner/Scientist	\$103,00
Assistant Planner/Scientist	\$ 92.00
GIS/Computer Specialist	\$ 98.00
Administrative Manager	\$ 81.00
Database/Designer/Graphics	\$ 75.00
Field Technician	\$ 65,00
Administrative Assistant	\$ 60,00
	•

Direct reimbursable expenses are charged at DD&A cost, plus 10%. These expenses may include, but are not limited to: subconsultants, reproduction, courier, postage, long-distance phone, fax and cellular, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.

Above rates are effective through 12/31/16 and may be adjusted thereafter if the contract is extended beyond that date.

947 Cass Street, Sulte 5 * Monterey, CA 93940 * Tel: (831) 373-4341 * Fax: (831) 373-1417

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Carmel Lagoon Project - EIR Milestones Timeline				
**************************************	Revised Dro	ft August 23, 2015		
Milestona	Start Date	Date of Completion	Notes	
DD&A prepares and submits Admin traft Project Description and Atternatives Metrix to County RMA and technical consultants	In progress:	September 1, 2015		
County RMA and technical consultant raview	September 7, 2015	September 21, 2015	Assumes two week review period	
DD&A rovises Admin Draft Project Description and Alternatives : Mathys Sthailt to Agencies	September 22, 2015	September 29, 2015	Assumes fig major raystions	
Agency Review and Comment on Admin Draft Project Description and Alternatives Matrix	September 30, 2015	October 21, 2015	Assumes 3 weeks	
DOBA Propures tot Administrative Droft ER to County RMA	(it prograss	E "October 30, 2016	In progress	
Internal Project Team Review and Comment	November 2, 2015	November 23, 2015	County RMA and Technical Consultants Review and Comment - assume 3 weeks	
DOSA Prepares 2nd Administrative Oraft EM	November 24, 2105	December 8, 2015	DD&A Intorporates comments assume 2-weeks.	
Regulatory and Resource Agency Opportunity to Review and Comment	December 9, 2015	January 6, 2016	Assumes 3 weeks and allows for a extra week due to holidays	
DD&A Prapares Soroenchieck and Public Draft Eng/Notices	January 4, 2016.	Folimery 1, 2016	DOBA incorporates comments and provides streamenack to County RMA. for approval prior to subile distributions against weeks.	
Draft SIR Fublic Review Period	2-Feb-16	March 18, 2016	45-day public review period	
DOSA Proputes Oral Float Bit and MMMP	March 21,2016	April CE, 2016	Response to Comments/Raylelons, trizini may include meetings with technical team; stakaholdars; and/or resulbatary and resource agencies to early comments or resolve issues; assumes a weeks	
Internal Project Tasin Review and Comment	April 19, 2016	May 3, 2016	County RMA and Technical Consultants Review and Comment - assumes 2 weeks	
DDBA Propages that Elf/MMARI and Draft CPUA thuilings and Agonda Rems	May 4, 2016	Non-28, 2016	DIAMIKO poste comments assume DIAM will prepare and/or sests. The County RMA with Posteroid items and CECA Findings, assumes 2 weeks	
County RMA Review and Comment on Draft CEOA Findings and Agenda Items	May 26, 2016	lune 9, 2016	Assumos 2 weeks	
Disa, Minikas CRQA Studies and Agenda Hams	iline ie, 2018;	Tune 21, 2018	Fine (Aponul) Terris gule by noon on the Tuestay have week prior to PC	
Distribute Final EIR/MMRP to Commenting Parties	June 17, 2016	June 17, 2016	No later than 10 days prior to approvel (anticipated approval June 29, 2016)	
Plaining Commission Public Iterring	June 28, 2016	Kme 25, 2916	Frager Approval/CRUM Contillication	
DDSA Prepares Draft NOD/County Filos NOD	June 30, 2016	July 5, 2016	NOO filing required within 5 business days of project approval/CEQA cartification	
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