

Attachment B

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ICF JONES & STOKES, 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 ICF Jones & Stokes, 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 July 29, 2014 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for The Pebble Beach Company's Inclusionary Housing (hereinafter, "Project") through June 30, 2016 for an amount not to exceed \$236,514.75; and

WHEREAS, Agreement was amended by the Parties on July 9, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to reallocate funding with no increase in the Agreement's not to exceed amount; and

WHEREAS, the Final EIR for the Project has not been completed; and

WHEREAS, due to unforeseen additional services associated with the completion of Task 6.2, Administrative Draft EIR, Task 6.4, Administrative Final EIR, and Task 6.5, Final EIR and Mitigation Monitoring and Reporting Program, of the Agreement, the Parties wish to increase the cost and scope of these tasks to complete the Final EIR for the Project; and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to continue to provide services for the Project for an additional six (6) month period; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for an additional six (6) months to December 31, 2016 and increase the amount by \$46,694.87 for a total amount not to exceed \$283,209.62 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 \$283,209.62

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

The term of this Agreement is from July 23, 2014 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. The "Project Schedule" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2016, 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.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
ICF Jones & Stokes, 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 to complete the Environmental Impact Report (EIR) for The Pebble Beach Company's Inclusionary Housing Development (hereinafter, "Project"), as set forth below:

Task 6.2 Administrative Draft EIR

CONTRACTOR shall provide additional Draft EIR reproduction costs and delivery costs in an increased amount of \$2,880.87.

Task 6.4 Administrative Final EIR

CONTRACTOR originally anticipated that there would be a moderate effort in responding to comments and preparing the Administrative Final EIR. Comments were more extensive than anticipated by the CONTRACTOR.

CONTRACTOR shall provide the required additional effort to address comments regarding the Aesthetics, Biology, Hazardous Materials, and Land Use Impact Analysis and the Alternatives Analysis, and coordinate effort to prepare the Administrative Final EIR to ensure that a thorough effort is made to respond to comments and provide a legally defensible document to the County. The cost for this additional effort is increased in the amount of \$35,340.00

Task 6.5 Final EIR and Mitigation Monitoring and Reporting Program (MMRP)

CONTRACTOR submitted the Administrative Final EIR to the County. Further comments and work were identified for the completion of the Final EIR. CONTRACTOR shall provide the following services:

1. Address additional County comments on the Screencheck EIR;
2. Revise the Water Demand Table as requested by the County;
3. Revise the Greenhouse Gas Thresholds and Significance Determination per the Newhall Ranch Case (Supreme Court of California, S217763, filed 11/30/15);
4. Re-stack the document and prepare an additional Screencheck EIR (electronic copies of revised pages only);
5. Incorporate any final revisions to the Final EIR; and
6. Reproduce and distribute the Public Final EIR (Cost for reproduction and delivery is based on the actual costs of reproducing Volumes 1 and 2 of the Draft EIR, and the estimated cost for reproducing Volume 3 of the Draft EIR.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The cost for this additional effort is increased in the amount of \$8,474.00 (\$6,860.00 for labor, \$1,514.00 for reproduction and \$100.00 for delivery).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$46,694.87 for a total amount not to exceed \$283,209.62 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 and in accordance with "Table 1. Cost of Additional Effort for Final EIR – The Pebble Beach Inclusionary Housing EIR" (attached).

There shall be no travel reimbursement allowed during this Agreement.

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

NOTE: Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement 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:

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.

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DATA PRESENTATION

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for work products / deliverables under the AGREEMENT shall be submitted monthly (by the tenth day of the month) on a time and materials basis for a "not to exceed" amount as listed below. The invoice should identify the document or work product being delivered. All invoices shall include the following:

1. Invoice Coversheet

ICF Jones & Stokes, Inc.

The Pebble Beach Company's Inclusionary Housing Environmental Impact Report

Date: _____

Invoice No. _____

Agreement Term: July 23, 2014 – June 30, 2016

Agreement Amount: \$236,514.75 (\$205,665.00 base budget plus \$30,849.75 project contingency)

Amendment No. 1: \$ 0.00 (Reallocation of Funds)

Amendment No. 2: \$46,694.87 (\$46,694.87 base budget plus \$0.00 project contingency)

Extend Term to December 31, 2016

This Invoice:

Task	Task 6.2	\$2,880.87	Administrative Draft EIR	_____
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	Task 6.4	\$35,340.00	Administrative Final EIR	_____
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	Task 6.5	\$8,474.00	Final EIR and MMRP	_____
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TOTAL INCREASE AMOUNT:

\$46,694.87

Remaining Balance \$ _____

Approved as to Work/Payment: _____

Joseph Sidor, Associate Planner

_____ Date

2. Invoice Detail

Each invoice for work products / deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual work products / deliverables performed and shall be within the "Not to Exceed" budget amount allocated for said work products / deliverables.

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

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

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The Project Planner 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 work products / deliverables / services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (no increase to the original contingency amount of \$30,849.75) 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 a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the Director 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.