

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 6 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 Carmel River Lagoon Restoration and Management Plan for Phases 1 and 2 (hereinafter, "Project") through April 23, 2014 for an amount not to exceed \$353,100; and

WHEREAS, Agreement was amended by the Parties on April 10, 2014 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through April 23, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 13, 2014 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the Agreement amount by \$193,571 which resulted in a total not to exceed amount of \$546,671 to revise the original scope of the Agreement to provide for a Focused Environmental Impact Report (EIR) (hereinafter, "services") for completion of Phase 2 of the Project with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on April 23, 2015 (hereinafter, "Amendment No. 3") to extend the term for approximately fourteen (14) additional months through June 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 19, 2015 (hereinafter, "Amendment No. 4", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2016 and to increase the amount by \$277,883 which resulted in a total not to exceed amount of \$824,554; and

WHEREAS, Agreement was amended by the Parties on December 9, 2016 (hereinafter, "Amendment No. 5") to extend the term for eighteen (18) additional months through June 30, 2018 with no increase in the not to exceed amount; and

WHEREAS, the Draft EIR was released for public review on December 2, 2016; and

WHEREAS, additional Technical Analyses are required to determine the appropriate wall design for the Scenic Road Protective Structure (SRPS) to allow completion of services for completion of Phase 2 of the Project; and

WHEREAS, CONTRACTOR's Schedule of Rates require an update effective upon the date of final execution of this Amendment No. 6 which is the last date opposite the respective signatures below; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for eighteen (18) additional months to December 31, 2019, to increase the amount by \$360,470 for a total amount not to exceed \$1,185,024, and to update the Schedule of Rates to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 6.

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

1. Revise "Task 8.1" to "Task 8.2.1" under Task 8, Optional Tasks, in Exhibit A-2 – Scope of Services/Payment Provisions of this Agreement.
2. In all places within the Agreement, any reference to Task 8.1 shall be deemed to be Task 8.1, NHPA Section 106 & Indian Trust Assets Compliance, and any reference to Task 8.2.1 shall be deemed to be Task 8.2.1, Additional Response and Revisions to Prepare Draft Final EIR.
3. Revise "PHASE 2 FY 15/16 Funds: ENVIRONMENTAL DOCUMENTATION CARLIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)" to "PHASE 2 FY 15/16 Funds: ENVIRONMENTAL DOCUMENTATION AND PERMITTING" under Paragraph A.1 of Section A, Scope of Services, in Exhibit A-2 – Scope of Services/Payment Provisions of this Agreement.

4. Amend 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, A-2 and A-3** in conformity with the terms of this Agreement. The services are generally described as follows: Provide a Programmatic Biological Assessment and Initial Study, and Focused Environmental Impact Report for projects located in the Carmel River Lagoon Area and Carmel River Lagoon Restoration and Management Plan (RFP #2012-CRL-1) for Phases 1 and 2.

5. 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, A-2 and A-3**, 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 \$1,185,024.

6. 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, 2019, unless sooner terminated pursuant to the terms of this Agreement.

7. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
8. Exhibit A-3, attached hereto is hereby incorporated in the Agreement.
9. In all places within the Agreement, any reference to the Schedule of Rates is hereby replaced with the Schedule of Rates in Exhibit A-3.
10. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California, 93901, is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527.
11. All other terms and conditions of the Agreement remain unchanged and in full force.
12. This Amendment No. 6 and all previous amendments which show the Schedule of Rates applicable until the effective date of this Amendment No. 6, shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
13. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 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

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

Date: _____

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

Its: _____
(Printed Name and Title)

Date: _____

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

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

By: _____
Brian P. Briggs
Deputy County Counsel

Its: _____
(Printed Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, 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-3 - 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 "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:

DD&A shall not proceed with tasks with available funds remaining (Task 6.8, Draft Final Environmental Impact Report (EIR) and Draft Mitigation Monitoring and Reporting Program (MMRP), and Task 6.9, Prepare Final EIR and MMRP/Hearing Attendance) without prior express written consent from County.

PHASE 2: TASK 7: CEQA/NEPA MEETINGS AND PROJECT MANAGEMENT

DD&A will provide project management to support the EIR process and respond to County inquiries at an average cost of \$695 per month.

Total estimated cost of Task 7 is \$12,510 (on average \$695 per month for 18 months).

TOTAL COST ESTIMATE FOR PHASE 2: TASK 7 is \$12,510.

PHASE 2: TASK 8: OPTIONAL TASKS

8.2 Other Optional/Out of Scope Tasks

8.2.2 Coastal Processes, Sediment Transport, and 60% Design of the Scenic Road Protective Structure (SRPS) Wall Alternative

8.2.2.a. Stakeholder Engagement and Technical Review

Establish a Technical Advisory Committee/Review Team (TAC) with representation from local academia and professionals whose expertise includes but isn't limited to coastal processes, geotechnical engineering, fisheries, biology, and hydrology for quality assessment/quality control. TAC responsibilities will include input, guidance, and review of the technical memoranda. (This task assumes one (1) conference call per month (18 months) and three (3) meetings or workshops to discuss deliverables.)

Identify and engage stakeholders with at least four (4) technical workshops at significant milestones that include participation of key regulatory agencies and stakeholders.

Total estimated cost of Optional Task 8.2.2.a is \$49,830. DD&A will not access the funds in Optional Task 8.2.2.a without prior express written consent from County.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8.2.2.b. Evaluate the Natural Stream Alignment and Location of Breach Assuming No Management

Conduct an evaluation of the natural stream alignment of the Carmel River and location of breach of the sandbar at the Carmel Lagoon, including but not limited to reviewing aerial photo history, flow records, and ocean wave conditions to identify whether the assertion of a northerly breach is correct. Also, determine if a longer closed lagoon condition for juvenile rearing steelhead is appropriate and if it can be accomplished by alternate means. (This task assumes one (1) round of comments by County of a draft technical memo, and includes one (1) conference call.)

Total estimated cost of Optional Task 8.2.2.b is \$25,000. DD&A will not access the funds in Optional Task 8.2.2.b without prior express written consent from County.

8.2.2.c. Impacts of SRPS Wall Alternative on Beach

Prepare an assessment of the impacts to the beach from the installation of the SRPS Wall Alternative based on wave energy and transport potential, and other analysis methods as necessary, for a range of beach widths simulating the natural progression from summer/fall (when beach is widest) to winter/spring (when beach is narrowest) and assessing beach build-up potential. (This task assumes one (1) round of comments by County of a draft technical memo, and includes one (1) conference call.)

Total estimated cost of Optional Task 8.2.2.c is \$25,000. DD&A will not access the funds in Optional Task 8.2.2.c without prior express written consent from County.

8.2.2.d. SRPS Wall Alternative 60% Design and Alternatives

Develop 60% design plans for the SRPS Wall Alternative, continuing from 30% conceptual design prepared for the EIR, prepare plans and a basis of design memorandum, including but not limited to, location, dimensions, type of wall, and constructability. The memorandum shall also include a qualitative analysis of "soft" alternatives to the wall option (e.g., beach nourishment, vegetative berms, etc.) and describe the least environmentally damaging option. Describe how the SRPS Wall Alternative will be designed to address sea level rise and describe adaptation measures for the long-term (past 30-year design). (This task assumes one (1) meeting and two (2) conference calls.)

Total estimated cost of Optional Task 8.2.2.d is \$25,000. DD&A will not access the funds in Optional Task 8.2.2.d without prior express written consent from County.

8.2.2.e. Sediment Transport Analysis

Conduct a Sediment Transport Analysis that will provide, at a minimum, an understanding of how much sand is in the system, how much moves by fluvial action (Carmel River) and under what flow condition, how much moves by ocean waves and tides, and where it is deposited. Conduct multi-year simulation of waves and flows with various antecedent beach profile shapes, elevations, and widths, combining them to estimate net and gross littoral (longshore) transport as well as cross-shore transport rates, and other analysis methods necessary. (This task assumes one (1) round of comments by County of a draft technical memo, and includes one (1) conference call.)

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Total estimated cost of Optional Task 8.2.2.e is \$100,000. DD&A will not access the funds in Optional Task 8.2.2.e without prior express written consent from County.

8.2.2.f Project Management (Coastal Processes/Sediment Transport/60% Design)

Provide project management of the technical team and TAC/Stakeholder outreach team to perform analyses of Coastal Processes, Sediment Transport and 60% Design of the SRPS Wall Alternative

Total estimated cost of Optional Task 8.2.2.f is \$91,130. DD&A will not access the funds in Optional Task 8.2.2.f without prior express written consent from County.

8.2.2.g Additional Optional Tasks related to 8.2.2 Coastal Processes, Sediment Transport and 60% Design of the Wall Alternative may include but are not limited to unanticipated additional technical analysis, stakeholder or TAC coordination, or project management costs.

Total estimated cost of Optional Task 8.2.2.g is \$32,000. DD&A will not access the funds in Optional Task 8.2.2.g without prior express written consent from County.

TOTAL COST ESTIMATE FOR COMPLETION OF PHASE 2: TASK 8, OPTIONAL TASKS (Tasks 8.2.2.a, 8.2.2.b, 8.2.2.c, 8.2.2.d, 8.2.2.e, 8.2.2.f, and 8.2.2.g) is \$347,960. DD&A will not access the funds in these Optional Tasks without prior express written consent from County.

Total cost for the completion of these tasks under Amendment No. 6 is \$360,470 for a total not to exceed Agreement amount of \$1,185,024. DD&A will be provided with a Notice to Proceed (NTP) by County to authorize work on Tasks 8.2.2.a, 8.2.2.b, 8.2.2.c, 8.2.2.d, 8.2.2.f, and 8.2.2.g as detailed by stage in the schedule attached as Attachment 1 of this Exhibit A-3. The total not to exceed amount for Stage 1 tasks is \$99,780.

The effort anticipated to complete this work is based on DD&A's team's experience for the quantity and nature of work that can reasonably be anticipated for the outlined scope. Cost estimates provided for tasks are best-estimates at the time of the execution of Amendment No. 6. Actual invoiced task amounts may vary from the initial task estimates. An amendment to the Agreement is not required if the task allocated budget amount(s) does not exceed the overall Agreement not-to-exceed amount. If DD&A costs are to exceed the task allocated budget amount(s), DD&A shall notify County in advance and as soon as possible in writing and clearly describe how DD&A will achieve net fiscal neutrality.

DD&A and its sub-consultant team will provide County with a written request with justification and cost estimate to request additional funding for unforeseen tasks that arise outside this scope of work and may exceed the allocated budget amount.

Services detailed in this Exhibit A-3 of the Agreement shall be provided as noted. Additional services shall not be provided until the additional work is presented to the

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County and with County approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, DD&A will be authorized to proceed with the additional services.

- A.2** DD&A shall produce the following deliverables (written reports, technical memos, design drawings, etc.) by the proposed dates indicated in the schedule in Attachment 1. Any necessary modifications to these proposed dates must be discussed and coordinated in advance with the County.

TASK 8.2.2

Task 8.2.2.a

- TAC meeting agendas and sign-in sheets
- Meeting notes
- TAC review documents with comments

Task 8.2.2.b

- Draft and Final Technical Memos - Carmel River Lagoon Natural Stream Alignment and Breach Location
- Draft and Final Technical Memos - Juvenile Rearing Steelhead

Task 8.2.2.c

- Draft and Final Technical Memos - Beach Impact of SRPS Alternative

Task 8.2.2.d

- Draft and Final 60% Design Plans and Basis of Design

Task 8.2.2.e

- Draft and Final Technical Memos - Sediment Transport Study

Monthly Project Status Reports shall be provided in an agreed upon format between DD&A and County and shall include monthly updates to the Project status by task.

All Written Reports and Deliverables required under this Agreement shall be delivered electronically in PDF format and its original electronic format, as applicable. Documents which require County 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, DD&A will print and send up to three (3) hard copies, in addition to electronic copies of each deliverable to the following individual in accordance with the schedule attached as Attachment 1.

Melanie Beretti
Resource Management Agency (RMA) Special Programs Manager
County of Monterey, RMA
1441 Schilling Place, South 2nd Floor
Salinas, California 93901
Email: berettim@co.monterey.ca.us

All work under this Agreement shall be completed by DD&A by no later December 31, 2019, unless otherwise authorized by County's written consent, contingent upon availability of funding.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$360,470 for a total amount not to exceed \$1,185,024 for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. DD&A's compensation for services rendered shall be based according to the Schedule of Rates below effective through December 31, 2019 and in accordance with the following terms:

<u>DD&A's Staff</u>	<u>Hourly Rate</u>
Principal	\$220.00
Senior Project Manager/Engineering Specialist	\$184.00
Senior Project Manager	\$158.00
Senior Botanist	\$147.00
Senior Planner/Scientist II	\$147.00
Project Manager	\$138.00
Senior Planner/Scientist	\$128.00
Assistant Project Manager	\$116.00
Environmental Biologist	\$110.00
Associate Planner/Scientist	\$105.00
Assistant Planner/Scientist	\$ 94.00
GIS/Computer Specialist	\$100.00
Administrative Manager	\$ 82.00
Database/Designer/Graphics	\$ 77.00
Field Technician	\$ 66.00
Administrative Assistant	\$ 61.00

Direct reimbursable expenses are charged at DD&A cost, plus 15%. These expenses may include, but are not limited to: sub-consultants, photocopying, reproduction, courier, postage, long-distance phone, fax and cellular, mileage, materials and field supplies. Mileage will be charged at the current IRS mileage rate.

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

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 Multi-Year Agreement (MYA) number (#MYA 3000 *844),

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

County of Monterey
RMA – Finance Division
1441 Schilling Place, 2nd Floor South
Salinas, California 93901

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

Payments shall be based upon satisfactory acceptance of the work completed per task(s) 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 terms or conditions 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.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Denise Duffy & Associates, Inc. Budget for Amendment No. 6 Carmel River Lagoon Area Projects		
Task #	Task Description	Task Totals
7	CEQA/NEPA Meetings and Project Management	\$ 12,510
8	Optional Tasks	\$ 347,960
8.2	Other Optional/Out of Scope Tasks	
8.2.2	Coastal Processes, Sediment Transport, 60% Wall Design	\$ 347,960
8.2.2.a	Stakeholder Engagement and Technical Review	\$ 49,830
8.2.2.b	Natural Stream Alignment and Breach Location	\$ 25,000
8.2.2.c	Impacts of Wall Alternative	\$ 25,000
8.2.2.d	Wall 60% Design and Alternatives	\$ 25,000
8.2.2.e	Sediment Transport Analysis	\$ 100,000
8.2.2.f	Project Management	\$ 91,130
8.2.2.g	Coastal/Sediment/Wall Design Optional Tasks	\$ 32,000
	Total/Agreement Budget Increase (Amendment No. 6)	\$ 360,470
	Total/Agreement Original Budget	\$ 824,554
	Total/Agreement Revised Budget	\$ 1,185,024

EXHIBIT A-3 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT 1 - SCHEDULE

Denise Duffy & Associates, Inc. Amendment No. 5 - Staged Timeline

TASK NO.	TASK DESCRIPTION WITH MILESTONES/DELIVERABLES	MONTH			MONTH			MONTH		
		STAGE 1	STAGE 2	STAGE 3	STAGE 1	STAGE 2	STAGE 3	STAGE 1	STAGE 2	STAGE 3
7	CEQA/NEPA MEETINGS AND PROJECT MANAGEMENT • EIR process support	\$ 12,510	\$ 4,170	\$ 5,560	\$ 2,780					
8.2.2	COASTAL PROCESSES, SEDIMENT TRANSPORT, PRELIM DESIGN SRPS	\$ 347,960								
8.2.2.a	STAKEHOLDER ENGAGEMENT AND TECHNICAL REVIEW • Establish TAC and Initial Outreach --Contractor Participation --TAC Member Participation • TAC and Stakeholder Meetings and Coordination --Contractor Participation --TAC Member Participation	\$ 49,830	\$ 2,280 \$ 3,000	\$ 4,750 \$ 20,000	\$ 3,800 \$ 16,000					
8.2.2.b	EVALUATE NATURAL STREAM ALIGNMENT AND BREACH LOCATION • Draft technical memo • Final technical memo	\$ 25,000	\$ 20,000		\$ 5,000					
8.2.2.c	EVALUATE IMPACTS OF WALL OPTIONS ON BEACH • Draft technical memo • Final technical memo	\$ 25,000	\$ 20,000		\$ 5,000					
8.2.2.d	WALL OPTION 60% DESIGN AND ALTERNATIVES • Draft preliminary design plans and basis of design • Complete preliminary design plans and basis of design	\$ 25,000	\$ 10,000		\$ 15,000					
8.2.2.e	SEDIMENT TRANSPORT ANALYSIS • Draft sediment transport study (memo) • Final sediment transport study (memo)	\$ 100,000	\$ 80,000	\$ 20,000	\$ 20,000	\$ 20,000				
8.2.2.f	PROJECT MANAGEMENT • Technical analyses support	\$ 91,130	\$ 28,330	\$ 48,000	\$ 14,800					
8.2.2.g	COASTAL/SEDIMENT/WALL DESIGN OPTIONAL TASKS • Additional project management, coordination, technical study	\$ 32,000	\$ 12,000	\$ 10,000	\$ 10,000					
	TOTAL	\$ 360,470	\$ 99,780	\$ 188,310	\$ 72,380					