

**CONTRACT AMENDMENT AGREEMENT**  
**(Purchase of Services - Long Form)**

Number C45185  
Fund/Org  
# 2606  
Account # 2310  
Other # 5BCTRT

Revised 2008

1. **Identification of Contract to be Amended.**

Number: C45185

Effective Date: December 9, 2009

Department: Conservation & Development (Amendment #3)

Subject: To prepare an EIR for the Tres Vaqueros Wind Farm Project in the Byron Area

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: ENVIRONMENTAL SCIENCE ASSOCIATES  
Capacity: Corporation  
Address: 1425 N. McDowell Blvd., Suite 200, Petaluma, CA 94594

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is January 3, 2012 .

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

**CONTRACTOR**

Name of business entity: ENVIRONMENTAL SCIENCE ASSOCIATES _____  By _____ (Signature of individual or officer)  _____ (Print name and title A, if applicable)	Name of business entity: ENVIRONMENTAL SCIENCE ASSOCIATES _____  By _____ (Signature of individual or officer)  _____ (Print name and title B, if applicable)
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Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L2.

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF CONTRA COSTA         )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name and title of the officer), personally appeared \_\_\_\_\_  
\_\_\_\_\_ who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature (Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

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**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED  
COUNTY COUNSEL

By: \_\_\_\_\_  
Designee

By:  \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Designee

## **Amendment Specifications**

The Department of Conservation & Development contracted with Environmental Science Associates (ESA) in December 2009 to prepare the environmental impact report (EIR) for the Tres Vaqueros Windfarm Project. In July of 2011, ESA requested and was granted a budget modification on contract C45185 of approximately \$72,988.00 to refill the depleted budgets for Tasks 6: Preparation of the Administrative Final EIR and Task 7: Publication of the Final EIR. That budget modification assumed that ESA would be able to substantially rely on the responses and approaches used for the Vasco Winds Final EIR prepared earlier in 2011. However, in practice that was not the case as the Tres Vaqueros EIR received more than twice as many comment letters on the Draft EIR than the Vasco EIR and a fair number of these comments were unique (as compared to Vasco) issues to resolve. This work also required about one month longer than expected to get draft and fully revise the administrative draft Final EIR based on County input to the publication stage for the Final EIR. This was due in part to the amount of time the applicant took to fully respond to data requests for additional information necessary to complete the scope of work. These factors all added up to an increased level of effort by ESA beyond that expected in the previous budget modification. The bulk of this increased work effort was necessary for the preparation of the Administrative Final EIR (Task 6) as the publication of the Final EIR, while a bit more costly, as it was twice the size of the Vasco Final EIR, was still approximately within the originally budgeted amount.

Contract Number 45185 is hereby amended as follows:

1. Payment Limit Increase. The payment limit of the contract is hereby increased by \$29,234.00 from \$605,936.00 to a new total contract payment limit of \$635,197.00. Contractor shall fully perform all services and provide all deliverables for no more than \$635,197.00. Contractor shall be compensated for tasks in the amended scope of work at rates specified in Exhibit B, attached hereto and incorporated herein.
2. The Scope of Work is hereby amended with the following additional tasks:

## **Scope of Work**

The following tasks supplement Task 6 as set for the in the original Scope of Work for Contract C45185 as amended.

### ***Task 6: Administrative Draft Final EIR***

ESA will prepare an Administrative Draft Final EIR (ADFEIR) for County review. This document will include "Master Responses" for groups of comments that raise the same or similar issues, and will clearly identify any proposed revisions to the text of the Final EIR. The existing FEIR for the Vasco Winds Project will be utilized to the extent possible for responses to comments that are identical or similar to the Tres Vaqueros Project. The ADFEIR will contain separate sections for EIR Comments and Responses and Changes to the Draft EIR. Preparation of the ADFEIR will include submittal of copies in the numbers and formats specified in Attachment

A – *Submittal Requirements*. ESA assumes one round of County review and comments on the ADFEIR and ESA responses to County comments.

**Rates**

Beginning on the effective date of this Amendment No.3, ESA rates and expenses for these supplemental tasks shall be the new schedule Exhibit A. As set forth in the original contract, subcontractor work shall be invoiced as a cost multiple by 1.15. The total cost for these tasks shall not exceed \$29,234. These costs are further described in Table 5-1 attached hereto. These costs are for work that exceeds the work under Amendment No.2 which has been completed and for which contractor has been paid.

All other contract terms remain unchanged and in full force and effect.

## Payment Schedule (of Supplemental Tasks)

Contractor Shall Invoice County Upon Completion of Each of the Following Deliverables	Percent of Supplemental Budget	Cumulative Amount of Supplemental Budget Spent
Administrative Draft Final EIR to County	100%	100%

## Schedule for Supplemental Task Completion

Contractor shall use its best efforts to provide the above deliverables according to the following approximate schedule:

Timeline	Activity or Milestone
Week 1	Authorization to Proceed and receipt of fully executed contract
Week 3	ESA provides all draft responses to comments to County for Review





## Exhibit B

### Environmental Science Associates & Subsidiaries 2011 Schedule of Fees

#### I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Executive Director	\$255.00
Senior Director II – Engineer	\$245.00
Senior Director II	\$235.00
Senior Director I – Engineer	\$215.00
Senior Director I	\$215.00
Director – Engineer	\$200.00
Director II	\$200.00
Director I	\$185.00
Senior Managing Associate / Technical Assoc. – Engineer	\$175.00
Senior Managing Associate / Technical Associate II	\$175.00
Senior Managing Associate / Technical Associate I	\$170.00
Managing Associate / Technical Associate – Engineer	\$160.00
Managing Associate / Technical Associate II	\$160.00
Managing Associate / Technical Associate I	\$150.00
Senior Associate II – Engineer	\$145.00
Senior Associate II	\$135.00
Hydrologist II	\$125.00
Hydrologist I	\$115.00
Senior Associate I	\$125.00
Associate III	\$110.00
Hydrographer	\$105.00
Senior Administrative / Graphics	\$105.00
Associate II	\$100.00
Associate I	\$90.00
Environmental Tech II	\$80.00
Environmental Tech I	\$70.00
Administrative / Graphics	\$85.00
Clerical	\$70.00

- (a) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (b) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.



## II. ESA Expenses

### A. Travel Expenses

1. Transportation
  - a. Company vehicle – IRS mileage reimbursement rate
  - b. Common carrier or car rental – actual multiplied by 1.15
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

### B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

### C. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$1.50
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

### D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
<b>General Equipments:</b>			
Vehicles	\$ 40 <sup>a</sup>	\$ 180	
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofisher	300	1,200	
Sample Pump	25		
Surveying Kit	20		
Total Station Set	100	400	
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 <sup>b</sup>		
Trimble GPS	75	350	900
GIS Imagery	2 <sup>c</sup>		
GIS Web Maps			200 <sup>d</sup>
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250
Stilling Well / Coring Pipe (3 inch aluminum)	\$3/ft		

**D. Equipment Rates (continued)**

Item	Rate/Day	Rate/Week	Rate/Month
<b>Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipments:</b>			
Culvert Flow Meter	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
Logging Water Level Logging-Stainless Steel Pressure Transducer	10	40	125
Logging Water Level -Titanium Pressure Transducer	20	80	300
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	50	200	900
<b>Water Quality Equipments:</b>			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multiprobe		200	500
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe	40	160	
<b>Sedimentation / Geotechnical Equipments:</b>			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each	20	80	
<b>Boats:</b>			
14 foot Aluminum Boas with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
<sup>a</sup> Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.			
<sup>b</sup> GIS computer time will be charged at \$15.00 per hour.			
<sup>c</sup> A GIS image is based on 800 x 1,000 pixels. Custom size will be charged accordingly.			
<sup>d</sup> GIS Web Maps will be charge in \$200 per unit of disk space.			