

**AMENDMENT CONTRACT # 14 TO THE
CONTRACT FOR SPECIAL SERVICES BY SWCA, ENVIRONMENTAL CONSULTANTS
FOR ENVIRONMENTAL STUDIES STANDBY ROSTER**

**AMENDMENT #14A TO CONTRACT #14 FOR EIR PREPARATION FOR
LOPERENA DEVELOPMENT PLAN / COASTAL DEVELOPMENT PERMIT
DRC2005-00216; ED06-317**

THIS CONTRACT is made and entered into on this _____ day of _____, 20____, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator [hereafter "Coordinator"] and SWCA, Environmental Consultants, an Arizona Corporation [hereafter "Consultant"].

WITNESSETH:

WHEREAS, on September 20, 2005, the Consultant and County entered into a retainer-type contract with the intention of executing subsequent contract amendments for individual projects as the need arises [hereinafter "Primary Contract"]; and

WHEREAS, on May 4, 2010, the Consultant and County entered into an Amendment Contract #14 to the Primary Contract for consultant services to prepare an Environmental Impact Report [hereafter "Original Agreement"] for the Loperena Minor Use Permit/Coastal Development DRC2005-00216 [hereinafter "proposed project"]; and

WHEREAS, on January 23, 2014, the San Luis Obispo County Planning Commission reviewed the proposed project and directed staff to evaluate project amendments which require additional consultant services that are beyond the original scope and cost outlined within the Original Agreement; and

WHEREAS, it has been determined that additional consultant services are necessary including, additional consultant support for additional public hearings. The additional work shall be completed based on an updated scope of work, which is reflected in Exhibit C attached hereto and incorporated herein by reference, (attached hereto Exhibit C), in addition to the work completed for the Original Agreement, as reflected in the amendment set forth below [hereafter "Contract Amendment #14a"]; and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such services; and

WHEREAS, the County and the Consultant desire to make certain amendments to certain terms and conditions of the Original Agreement, while otherwise continuing the other terms and conditions of the Original Agreement in full force and effect.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

1. Section II of the Original Agreement, entitled "**II. PROJECT MEETINGS AND PUBLIC HEARINGS**" shall be revised and replaced in its entirety to read as follows:

II. PROJECT MEETINGS AND PUBLIC HEARINGS

This section of the Contract, Section II, "Project Meetings and Public Hearings," is an option to be exercised solely at the discretion of the Coordinator.

A. NUMBER OF MEETINGS AND HEARINGS.

At the Coordinator's request, Consultant will send appropriate representatives to ten (10) project meetings (one kick-off and nine staff meetings) and three (3) public hearings at the County. In Addition, the Consultant will be available to attend two (2) Coastal Commission Hearings if the project is before the Coastal Commission.

B. PAYMENT CALCULATIONS.

Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant's Project Manager and specialists will be paid at the hourly rate consistent with the rates established in the updated scope of work (attached as Exhibit C). . The total maximum for preparation, attendance and participation of all of Consultant's representatives in all Planning Commission hearings and a Board of Supervisors hearing is seventeen thousand thirty nine dollars (\$17,039) in addition to the three thousand eighty dollars (\$3,080) from the Original Agreement which has already been paid in full. This is in addition to the amount stated in paragraph I.C.1. above, which has also been paid in full as of the date of this Contract Amendment #14a.

2. Section III of the Original Agreement, entitled "III. OPTIONAL TASKS" shall be revised and replaced in its entirety to read as follows:

III. OPTIONAL TASKS

This section of the contract, Section III, "Optional Tasks", is an option to be exercised solely at the discretion of the Environmental Coordinator.

A. DUTIES FOR OPTIONAL TASKS.

At the Coordinator's request, Consultant shall undertake the task described in Optional item of Exhibit B and Exhibit C. The specific task shall be undertaken by Consultant only upon the prior written authorization of the Coordinator.

B. PAYMENT FOR OPTIONAL TASK

County shall pay Consultant on a time and materials basis for the Optional task, up to a total maximum amount of twenty-five thousand three hundred eighty-four dollars (\$25,384), representing six thousand five hundred ninety one dollars (\$6,591) for the successful completion of the work outlined in Exhibit B which has been paid in full as of the date of execution of this Contract Amendment #14a, and eighteen thousand seven hundred ninety three dollars (\$18,793) for the successful completion of the work outlined in Exhibit C. Consultant will submit an itemized statement. The payment for the Optional Task will be as follows:

1. Coastal Hazards Study – five thousand six hundred fifty five dollars (\$5,655) which has been paid in full as of the date of this Contract Amendment #14a
2. Additional Coastal Hazards Study – one thousand eighty four dollars (\$1,084)
3. Distribution of Draft EIRs – three hundred thirty eight dollars (\$468) which has been paid in full as of the date of this Contract Amendment #14a
4. Distribution of Final EIRs – three hundred thirty eight dollars (\$468) which has been paid in full as of the date of this Contract Amendment #14a
5. Additional Review of Revised Plans by Cotton Shires and Associates – one thousand five hundred and seven dollars (\$1,507)
6. Attendance and preparation for Coastal Commission Hearings – sixteen thousand two hundred and two dollars (\$16,202). The consultant is not

authorized to proceed with the attendance and preparation for Coastal Commission Hearings until such time as the Environmental Coordinator has given approval to start that optional task and verified the submittal of additional funds as necessary.

Payment will be due thirty (30) days after completion of the Optional tasks to the satisfaction of the Coordinator and receipt of the Consultant's correct invoice. The total maximum for completion of the Optional Tasks is twenty-five thousand three hundred eighty-four dollars (\$25,384), representing the six thousand five hundred ninety one dollars (\$6,591) provided in the Original Agreement and the additional eighteen thousand seven hundred ninety three dollars (\$18,793) authorized by this Contract Amendment #14a. This is in addition to the amount stated in paragraphs I.C.1 which has been paid in full as of the date of this amendment, and paragraphs II.B.1 and III.B of the Original Agreement, as revised herein.

3. All other provisions of the Original Contract not specifically altered herein remain in full force and effect and are incorporated herein by reference.

CONSULTANT

SWCA Environmental Consultants
An Arizona Corporation

By: 
Bill Henry, San Luis Obispo

2-28-14
Date

By: 
Cara Corsetti, Principal

2/28/14
Date

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

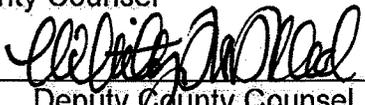
ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 3/5/14

**LOPERENA CONTRACT
AMENDMENT #14A
EXHIBIT C**



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February 7, 2014

Ryan Hostetter
Department of Planning and Building
County of San Luis Obispo

Email: rhostetter@co.slo.ca.us

SUBJECT: *Loperena MUP/CDP (DRC2005-00216) Environmental Impact Report – Scope of Work and Cost Estimate for Additional Services and Hearing Support (SWCA Project# 16617)*

Dear Ms. Hostetter:

As you are aware, on January 23, 2014 the County Planning Commission directed the project applicant to provide conceptual designs for a revised project, which reduces the overall gross structural area of the proposed residence. In addition, supplemental sea level rise calculations and results prepared by David Skelly (GeoSoils, Inc.) were presented by Mike Phipps (Cotton Shires and Associates) at the Planning Commission Hearing. The following scope of work was developed to clarify responses to questions raised at the Planning Commission hearing, and includes review of the revised plans and hearing preparation and attendance by Mike Phipps and Shawna Scott.

Costs for the proposed scope of work are presented in the attached Cost Estimate. If you have any questions or need any additional information about the attached scope of work and cost estimate, please call me at (805) 543-7095, extension 6811.

Sincerely,

A handwritten signature in black ink that reads "Shawna Scott".

Shawna Scott
Project Manager

Attachment: Scope of Work and Cost Estimate

SCOPE OF WORK

Task 1: Coastal Hazards Analysis

The following scope of work will be prepared by Dave Skelly of GeoSoils, Inc.:

- Review San Luis Obispo County EnergyWise Plan and Safety Element Amendments related to adopted standards for sea level rise
- Review project plan changes (setback and elevation)
- Wave run-up analysis for new plan with sea level rise at 4.6 feet and 5.5 feet
- Produce appropriate analysis graphic over existing geologic section (CSA exhibit) and provide table of results for the range of sea level rise analyzed (past and proposed)
- Provide written report with analysis and discussion of results in terms of impacts (site, adjacent site, and shoreline)

Task 2: Review of Revised Plans

The following scope of work assumes that the project applicant may provide revised architectural drawings, updated civil drawings prepared by Bruce Elster, and revised shoring, grading, drainage plans and grading estimates (cut, fill), and possibly correspondence from the geotechnical consultant. This scope can be modified depending on the level of detail provided by the applicant:

- Review and interpret new materials provided by applicant
- Update geologic map and cross-sections with new footprint and site plan, and provide revised Section 1-1' to Dave Skelly for analysis/interpretation in conjunction with wave run-up analysis report
- Provide written peer review of submitted materials
- Review Dave Skelly's wave run-up analysis report

Task 3: Public Hearings

The following scope of work includes one Planning Commission Hearing, and assumes one Board of Supervisors Hearing:

- Preparation for April 10, 2014 Planning Commission Hearing, including meetings and conference calls, revised presentation if requested, and response to additional public comment or questions, if necessary (Dave Skelly, Mike Phipps, and Shawna Scott)
- Attendance at April 10, 2014 Planning Commission Hearing, (Mike Phipps and Shawna Scott)
- Preparation for one Board of Supervisors Hearing, including meetings and conference calls, revised presentation if requested, and response to additional public comment or questions, if necessary (Dave Skelly, Mike Phipps, and Shawna Scott)
- Attendance at Board of Supervisors Hearing (Dave Skelly, Mike Phipps, and Shawna Scott)

As noted in the cost table below, we assumed a similar level of preparation for the upcoming hearings as was necessary for the past Planning Commission hearing. The preparation time may likely be less; however, I wanted to present the option should you require this level of support. This cost estimate only includes anticipated tasks, completed following the date of authorization to move forward, and can be adjusted.

Task 4: Coastal Commission Hearing

The scope of work for Task 4 includes planning support and attendance at two Coastal Commission Hearings. Hearing attendance includes preparation, presentation, and response to questions.

COST ESTIMATE

The cost for these tasks would be **\$35,831.13** to be invoiced on a **time-and-materials, not-to-exceed basis**, as shown in the table below.

Task / Staff	Rate	Hours	Charge
Task 1. Coastal Hazards Analysis			
Dave Skelly, GeoSoils, Inc.	\$145	6.5	\$942.50
Subcontractor Mark-up (15%)			\$141.38
Subtotal		6.5	\$1,083.88
Task 2. Review of Revised Plans			
Mike Phipps, Principal, Cotton Shires and Associates	\$175	5	\$875.00
Senior Principal, Cotton Shires and Associates	\$195	1	\$195.00
Staff Geologist, Cotton Shires and Associates	\$120	2	\$240.00
Subcontractor Mark-up (15%)			\$196.50
Subtotal		8.0	\$1,506.50
Task 3. Public Hearings			
Dave Skelly, GeoSoils, Inc. (Planning Commission)	\$145	4	\$580.00
Dave Skelly, GeoSoils, Inc. (Board of Supervisors)	\$145	16	\$2,320.00
Mike Phipps, Cotton Shires and Associates (Planning Commission)	\$175	29	\$5,075.00
Mike Phipps, Cotton Shires and Associates (Board of Supervisors)	\$175	18	\$3,150.00
Subcontractor Mark-up (15%)			\$1,668.75
Subcontractor Mileage			\$181.00
Shawna Scott, Project Manager (Planning Commission)	\$127	16	\$2,032.00
Shawna Scott, Project Manager (Board of Supervisors)	\$127	16	\$2,032.00
Subtotal		99.00	\$17,038.75
Task 4. Coastal Commission Hearings			
Dave Skelly, GeoSoils, Inc.	\$145	32	\$4,640.00
Mike Phipps, Cotton Shires and Associates	\$175	32	\$5,600.00
Subcontractor Mark-up (15%)			\$1,536.00

Subcontractor Mileage			\$362.00
Shawna Scott, Project Manager	\$127	40	\$4,064.00
<i>Subtotal</i>		<i>96.00</i>	<i>\$16,202.00</i>
TOTAL		209.50	\$35,831.13