

**AMENDMENT CONTRACT #4 TO THE CONTRACT FOR SPECIAL SERVICES
BY MARINE RESEARCH SPECIALISTS FOR ENVIRONMENTAL STUDIES
STANDBY ROSTER**

**AMENDMENT #4B TO CONTRACT #4 and #4A FOR EIR PREPARATION ON
THE PHILLIPS 66 SANTA MARIA REFINERY RAIL DEVELOPMENT PLAN /
COASTAL DEVELOPMENT PERMIT**

THIS CONTRACT is made and entered into on this ____ day of _____, 2015, 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 Marine Research Specialists, a California Corporation [hereafter "Consultant"].

WITNESSETH:

WHEREAS, on April 19, 2011, 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, the County has authorized the preparation of an Environmental Impact Report for the proposed project identified as Phillips 66 Santa Maria Refinery Rail Development Plan / Coastal Development Permit DRC2012-00095, ED12-201 [hereinafter "Project"], which lies in the County of San Luis Obispo, and is more precisely located on the plat attached to the Original Agreement as Exhibit "A"; and

WHEREAS, on August 6, 2013 the County and Consultant entered into Amendment Contract #4 to the Primary Contract for consultant services to prepare an Environmental Impact Report [hereafter "Original Agreement"] for the Project based on a scope of work, which is reflected in Exhibit B attached to the Original Agreement; and

WHEREAS, on June 17, 2014 the County and Consultant entered into Amendment Contract #4A to the Primary Contract [hereafter "Amended Agreement"] for consultant services to prepare a Revised Draft Environmental Impact Report [hereinafter "Revised Draft EIR"], attend additional meetings, and implement optional tasks for the Project

based on a scope of work, which is reflected in Exhibit C attached to the Contract Amendment #4A; and

WHEREAS, after extensive review regarding updated state and federal regulations, the County determined it was necessary to expand the scope of environmental analysis to include additional air quality modeling and additional biological peer review which requires additional consultant services that are beyond the original scope and cost outlined within the Original Agreement and Amended Agreement; and

WHEREAS, it has been determined that these additional consultant services shall be completed based on an updated scope of work, which is reflected in Exhibit D attached hereto and incorporated herein by reference, in addition to the work completed for the Original Agreement and the Amended Agreement; and

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

1. Subsection 6, entitled "Delegation of County Signatory Authority for Minor Modifications," of subsection C, entitled "**C. PAYMENT**," of Section I of the Original Agreement, entitled "**I. PREPARING THE EIR**," shall be revised to read as follows (*the **strikeout and underline features are used to show changes from the Original Agreement***):

6. Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than twenty percent (20%) of the maximum EIR amount stated in paragraph I.C.1 above, or One hundred fifty one thousand seven hundred seventy seven dollars and sixty cents (\$151,777.60)~~one hundred thirteen thousand eight hundred eighty two dollars and sixty cents (\$113,882.60)~~. Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and

other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator.

2. 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 (*the **strikeout and underline features are used to show changes from the Original Agreement***):

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 up to thirty five (35) project meetings and ~~four~~ nine (9) public hearings. The consultant will provide attendance of two representatives at weekly conference calls with the County.

B. PAYMENT CALCULATIONS.

1. Attendance at project meetings and conference calls. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings and conference calls. The Consultant shall submit an itemized billing for each meeting attended. For preparation and attendance at such meetings, Consultant's staff will be paid at the hourly rates as provided in Exhibits B, C and D. The total maximum compensation for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project is ~~forty eight thousand six hundred eighty eight dollars (\$48,688)~~ seventy thousand four hundred and ten dollars (\$70,410). This is in addition to the maximum EIR amounts stated in paragraph I.C.1. ~~above~~.

2. 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 shall be paid for preparation and attendance at such hearings, at the hourly rates as provided in Exhibit B and D. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all (up to ~~four~~ nine) public hearings on the project and appeal, if any, is ~~fourteen thousand twenty five dollars (\$14,025)~~ eighty seven thousand four hundred sixty six dollars (\$87,466). This is in addition to the amount stated in paragraphs I.C.1. and II.B.1.

3. Section IV of the Original Agreement, entitled "**IV. Optional Tasks**" shall be revised and replaced in its entirety to read as follows (***the strikeout and underline features are used to show changes from the Original Agreement***):

IV. OPTIONAL TASKS

This section of the contract, Section IV, "Optional Tasks," is an option to be exercised solely at the discretion of the Coordinator. In order to accommodate task adjustments, the Coordinator has the authority to adjust funding within paragraph IV.B below.

A. DUTIES FOR OPTIONAL TASKS

At the Coordinator's request, Consultant shall undertake tasks associated with additional analysis, response to comments, meetings and/or site visits, sub-consultant tasks, and general support to County staff. The specific tasks shall be determined by the Coordinator at the time of need and shall be undertaken by Consultant only upon the prior written authorization of the Coordinator.

B. PAYMENT FOR OPTIONAL TASKS

County shall pay Consultant on a time and materials basis for Optional Tasks based on an itemized statement submitted by the Consultant, up to a total

maximum of one hundred eleven thousand one hundred fifty six dollars (\$111,156) for the successful completion of the Optional Tasks. Of this total, the County shall pay up to twenty five thousand four hundred forty dollars (\$25,440) for an additional health risk assessment with the new HARP2 model, and five thousand seven hundred sixteen dollars (\$5,716) for additional biology peer review. In addition, the County shall pay up to a total maximum of eighty thousand dollars (\$80,000) for the successful completion of any other Optional Tasks requested by the Environmental Coordinator. This is in addition to the amounts stated in paragraphs I.C.1., I.C.6., II.B.1., II.B.2., and III.B.. Consultant will submit an itemized statement.

4. Section V of the Original Agreement entitled “**V. ADJUSTMENTS TO PAYMENTS**” shall be revised and replaced in its entirety to read as follows *(the ~~strikeout and underline~~ features are used to show changes from the Original Agreement)*:

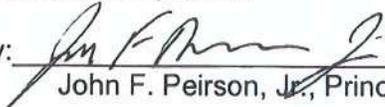
V. ADJUSTMENTS TO PAYMENTS

At the Coordinator’s discretion, the Coordinator may increase or decrease the maximum amount paid to the Consultant for each of the tasks in Sections I.C.1, I.C.6, II.B.1, II.B.2, III.B, and IV.B. above, provided that the total amount paid to the Consultant for the tasks in Section I.C.1 shall not be less than the maximum EIR and provided that all of the tasks in Sections I.C.1, I.C.6, II.B.1, II.B.2, III.B, and IV.B above, shall not exceed a maximum amount of ~~seven hundred eighty nine thousand six hundred twenty seven dollars and sixty cents (\$789,627.80)~~ nine hundred ninety three thousand eight hundred and forty two dollars (\$993,842) and shall be paid at the hourly rates specified in Exhibits B, ~~and C, and D.~~

5. All other provisions of the Original Agreement and the Amended Agreement not specifically altered by this Amendment remain in full force and effect and are incorporated herein by reference.

CONSULTANT

MARINE RESEARCH SPECIALISTS
A California Corporation

By: 
John F. Peirson, Jr., Principal

Sept. 8, 2015
Date

By: 
Doug Coats, Vice President

9/8/15
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: 9/8/15 _____

Attachments

Exhibit D – Consultant Revised Work Scope/ Cost