

ATTACHMENT 1

Contract Amendment No. 1 to Contract No. BC 14-197

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND MARINE RESOURCE SPECIALISTS, INC.**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement for Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Marine Resource Specialists, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract No. BC 14-197, on June 3, 2014; and

WHEREAS, additional work beyond the original scope of services of the Agreement to be performed by CONTRACTOR is required for CONTRACTOR to complete work on the Environmental Impact Report ("EIR") for the Orcutt Hill Resource Enhancement Plan; and

WHEREAS, the previously agreed upon and approved compensation for the scope of work to be performed by CONTRACTOR in preparation of the EIR is not adequate to cover the cost of the additional work; and

WHEREAS, under Change Order No. 1, the COUNTY and CONTRACTOR agreed to extend the end date of the original agreement to June 30, 2016; and

WHEREAS, Section 25, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing executed by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of the Agreement and to amend the text of Exhibit B, PAYMENT ARRANGEMENTS, to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The text of Section 3 of the Agreement, "SCOPE OF SERVICES," shall be deleted in its entirety and replaced by the following:

"CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A and Exhibit A-1 attached hereto and incorporated herein by reference."

2. The text of Section A of Exhibit B, shall be deleted in its entirety and replaced by the following:

"For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid on a time and material basis. Total Agreement amount, including cost reimbursements, shall not exceed \$231,256.00."

3. The text of Section B of Exhibit B, shall be deleted in its entirety and replaced by the following:

"Payment for services and reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A and Exhibit A-1 as determined by COUNTY."

4. The text of Section C of Exhibit B, shall be deleted in its entirety and replaced by the following:

Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
\$51,172.00	Task 1 – Kick-off, Peer Review, Project Description, Alternatives & Environmental Setting, Meetings, Other Direct Costs
\$61,832.00	Task 2 – Administrative Draft Environmental Impact Report and Technical Studies, Meetings, Other Direct Costs
\$28,072.00	Task 3 – Public Draft Environmental Impact Report and Technical Appendices, Meetings, Other Direct Costs
\$24,727.00	Task 4 – Public Workshop, Summary of Public Workshop Comments, Response to Comments, Administrative Final Environmental Impact Report
\$25,722.00	Task 4a – Revised Administrative Final Environmental Impact Report
\$39,731.00	Task 5 – Draft Final Environmental Impact Report, Public Hearing, Final Environmental Impact Report, Meetings, Other Direct Costs, Contingency
\$231,256.00	Total

5. The final milestone payment for Task 5 shall not be made until all services have been completed and item(s) as specified in Exhibit A and Exhibit A-1 have been delivered and found to be satisfactory.
6. Except as set forth in Sections 1, 2, 3, and 4 hereof, this Amendment No. 1 shall not modify or change any of the provisions of the Agreement and the parties to the Agreement are bound by its provisions, as amended herein.

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Amendment No. 1 to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Marine Resource Specialists, Inc.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to be effective as of the date executed by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

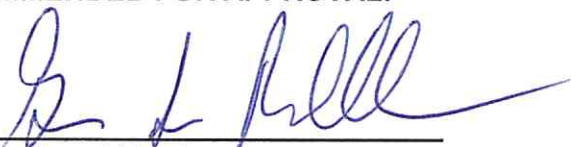
By: _____
Deputy

By: _____
Chair, Board of Supervisors

Date: _____

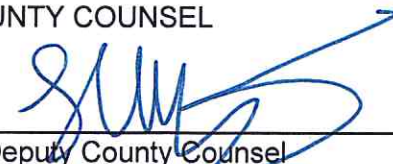
RECOMMENDED FOR APPROVAL:

CONTRACTOR:

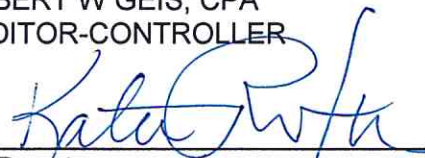
By: 
Department Head

By: 
Marine Resource Specialists, INC.
Tax ID Number 91-1641772

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: 
Risk Management

EXHIBIT A-1

MRS Letter to Planning and Development Department, Energy and Minerals Division, dated November 13, 2015 is Exhibit A-1 and is incorporated herein by reference. The MRS Letter (Exhibit A-1) describes the modifications that will be made to the Public Draft EIR, the updates to the Draft EIR regarding Greenhouse Gases, and the Cost Estimate of the expanded scope of work.”

Exhibit A-1

November 13, 2015

Mr. Kevin Drude, Deputy Director
Planning and Development Department
Energy and Minerals Division
123 East Anapamu Street,
Santa Barbara, California 93101-2058

Re: PCEC Orcutt Hill Resource Enhancement Project EIR Proposal Revision.

Dear Kevin:

Per your request, Marine Research Specialists (MRS) is submitting this request for modification of our contract for the completion of the PCEC Orcutt Hill Resource Enhancement Project (OHREP) EIR. The proposed scope and budget includes completing the Final EIR while addressing additional geological issues and other changes to issue areas analysis and alternatives.

Please note that the proposed budget assumes that Task 5 in the existing contract would continue as previously proposed in our original budget and contract. The budget and scope only reflect the areas that would have to be modified up to the issuance of an Administrative Final EIR.

The Division of Oil and Gas and Geothermal Resources (DOGGR) letter, dated March 6, 2015, to PCEC, regarding Geological and Geotechnical Investigation to Evaluate Potential Safety Issues at the Orcutt Field, states that a potential landslide area may adversely impact existing onsite facilities.

Modifications to the Public Draft EIR would be made to the Geology Section of the document to reflect the DOGGR letter and the Applicant's geologic analysis, prepared by Amec Foster Wheeler Environment & Infrastructure, associated with the potential landslide area. Additional discussion would be added to the geological impacts to expand on the discussion of landslides, including information in the DOGGR letter. Additional mitigation may be added to address the potential new landslide issues, including information from the Applicants work plan, geologic analysis, and the DOGGR recommended measures to ensure that any potential for landslides are adequately monitored and measures taken to prevent potential impacts to facility equipment and subsequent spills.

Also, the County has requested an update of the Draft EIR to reflect the recently adopted Greenhouse Gases threshold and the inclusion of a new "seeps only" alternative. These changes would also need to be propagated throughout the EIR sections to ensure consistency.

One additional administrative final draft and one final for public circulation will be provided to the County.

November 13, 2015

Mr. Kevin Drude, P&D
PCEC

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Cost Estimate

The total proposed additional costs are projected to be \$25,722.00 through the preparation of the Administrative Final EIR. We thank you for your consideration of this matter. If you have any questions please do not hesitate to give me a call at 805.289.3930.

Best Regards,



Luis F. Perez
Senior Project Manager

November 13, 2015

Mr. Kevin Drude, P&D
PCEC

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Proposed Budget

Key Staff	Classification	Rate (\$/hr)	Administrative Final EIR		Total	
			Hours	Cost	Hours	Cost
Direct Labor						
A. Alternatives						
G. Chittick	Senior Engineer	\$180.00	16	\$2,880	16	\$2,880
L. Perez	Project Manager	\$200.00	8	\$1,600	8	\$1,600
Total Project Description and Alternatives			24	\$4,480	24	\$4,480
B. Air Quality						
G. Chittick	Senior Engineer	\$180.00	12	\$2,160	12	\$2,160
Total Air Quality			12	\$2,160	12	\$2,160
C. Soils/Geological Resources						
P. Russell (LEIDOS-SAIC)	Geologist	\$176.00	55	\$9,680	55	\$9,680
Total Geological Resources			55	\$9,680	55	\$9,680
E. Report Production						
B. Stephens	Specialist I	\$90.00	12	\$1,080	12	\$1,080
G. Chittick	Senior Engineer	\$180.00	6	\$1,080	6	\$1,080
L. Perez	Senior Project Manager	\$200.00	4	\$800	4	\$800
Total Report Production			22	\$2,960	22	\$2,960
F. Project Management						
G. Chittick	Senior Engineer	\$180.00	14	\$2,520	14	\$2,520
L. Perez	Senior Project Manager	\$200.00	14	\$2,800	14	\$2,800
Total Program Management			28	\$5,320	28	\$5,320
Total Direct Labor			141	\$24,600	141	\$24,600
Other Direct Costs						
Travel				\$40		\$40
Mailing				\$180		\$180
Printing and Binding				\$800		\$800
G&A on Other Direct Costs				\$102		\$102
Total Other Direct Costs				\$1,122		\$1,122
Total EIR				\$25,722		\$25,722