

**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
EMC PLANNING GROUP, 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 EMC Planning Group, 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 February 9, 2011 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 5, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), June 2, 2014 (hereinafter, "Amendment No. 4"), and May 26, 2015 (hereinafter, "Amendment No. 5"); and

**WHEREAS**, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

**WHEREAS**, County has identified a need to complete a County-funded Corridor Traffic Study in the Moss Landing Area to better understand options for implementation of the Moss Landing Community Plan Update; and

**WHEREAS**, County has identified a need to revise the impact analysis to be contained in the EIR to account for a revised project description; and

**WHEREAS**, due to the CONTRACTOR's detailed knowledge and work history with the PROJECT and as a cost savings measure, County will further engage CONTRACTOR to complete the Corridor Traffic Study as well as the revised impact analysis for the Moss Landing Project; and

**WHEREAS**, data collected by the CONTRACTOR for the completion of the Corridor Traffic Study may, as time allows, be incorporated into the Final EIR for the PROJECT; and

**WHEREAS**, the Corridor Traffic Study and the revised impact analysis for the Draft EIR will be funded by the County; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$69,448.00 to complete the Corridor Traffic Study and revise the impact analysis for the Draft EIR for completion of the PROJECT as identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend the first sentence of 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 and A-1** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

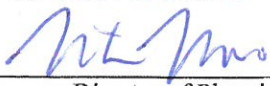
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$369,448.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.



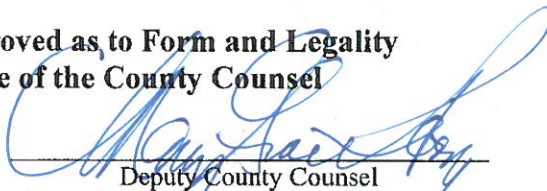
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Director of Planning

Date: 7/3/15

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

By:   
Deputy County Counsel

Date: 6-30-15

**Approved as to Fiscal Provisions**

By:   
~~CHIEF~~ **DEPUTY** Auditor/Controller

Date: 6/16/15

**Approved as to Indemnity and Insurance Provisions**

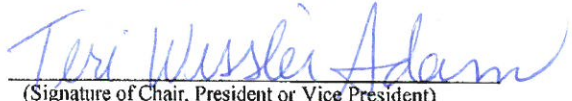
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

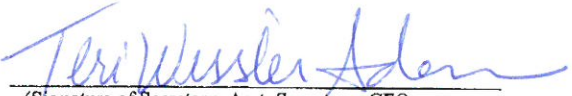
**CONTRACTOR\***

EMC Planning Group, Inc.  
Contractor's Business Name

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

Its: Teri Wissler Adam, Vice President  
(Print Name and Title)

Date: June 9, 2015

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

Its: Teri Wissler Adam, Secretary  
(Print Name and Title)

Date: June 9, 2015



## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

To Agreement by and between  
County of Monterey, Resource Management Agency – Planning,  
hereinafter referred to as “County”

and

EMC Planning Group, Inc., hereinafter referred to as “CONTRACTOR”

### **A. SCOPE OF SERVICES**

CONTRACTOR will provide a Corridor Traffic Study and a revised impact analysis for the Moss Landing Community Plan Update Environmental Impact Report (EIR) to reflect changes in build-out capacity of the Community Plan.

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### **Weekend Traffic Counts:**

Conduct one (1) day of weekend peak period traffic counts (11:00 a.m. to 3:00 p.m.) to support possible analysis of weekend traffic in Moss Landing. Advise whether an analysis of weekend traffic is justified for the Moss Landing Community Plan Update EIR.

Cost: \$2,500

#### **Weekend Traffic Analysis (Optional Task):**

After weekend traffic counts are concluded, a need to analyze weekend traffic for the Moss Landing Community Plan Update EIR may be required. Once a determination of the need for the analysis is made, CONTRACTOR shall prepare the analysis of weekend traffic to be included in the Moss Landing Community Plan Update EIR being prepared to support the adoption of the Moss Landing Community Plan.

**\*\*Optional services described above shall not be provided unless authorized in writing by the County's Project Planner prior to optional services being provided.\*\***

Cost: \$4,500

#### **Traffic Report:**

Prepare a Corridor Traffic Study for the portion of State Route 1 from Jetty Road to just south of Potrero Road, and update the traffic impact analysis related to the Community Plan build-out, and to separate out Phase III projects from the Existing Plus Monterey Bay Aquarium Research Institute (MBARI) scenario.

Cost: \$50,000

#### **Noise Report:**

Review of revised traffic report, re-calculation of traffic noise exposures, and revision of report.

Cost: \$1,000

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Water Supply:**

Review the County's revised water use numbers and update the prior work product as a water supply evaluation.

Cost: \$2,760

### **CalEEMod Air Quality and Greenhouse Gas Emission Modeling:**

Update CalEEMod computer modeling. New Community Plan development assumptions will be entered in the CalEEMod air and greenhouse gas emissions modeling program and provide new emission data generated as a .pdf file for County use. The MBARI model run will be revised to remove Phase III components, consistent with the traffic report. This work will be conducted by CONTRACTOR.

Cost: \$2,500

### **Sub-Consultant Overhead:**

A five percent (5%) sub-consultant overhead will be charged to administer contracts, coordinate work, review work products, and for communication with sub-consultants.

Cost: \$2,688

### **Excess Administrative Costs through May 31, 2017:**

Additional administrative costs will be accrued and are expected to be incurred through May 31, 2017 in accordance with the Agreement.

Cost: \$3,500

**A.2** CONTRACTOR shall produce the following deliverables as indicated below:

### **Report Preparation:**

For all tasks involving revised reports or data, CONTRACTOR will provide the revised reports and/or data outputs in electronic format (.pdf and/or Microsoft Word) to the County to allow the County to make revision to the proof Draft EIR. All information will be forwarded to the following individual:

Martin Carver, AICP  
Management Specialist  
County of Monterey, Resource Management Agency – Planning  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Email: [carverm@co.monterey.ca.us](mailto:carverm@co.monterey.ca.us)  
Telephone: (831) 796-6049

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$69,448 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit A-1, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the following costs:

Cost	
Task	Task Total
Weekend Traffic Counts	\$ 2,500
Weekend Traffic Analysis (Optional)	\$ 4,500
Traffic Report	\$ 50,000
Noise Report	\$ 1,000
Water Supply	\$ 2,760
CalEEMod Air Quality and Greenhouse Gas Emission Modeling	\$ 2,500
Sub-Consultant Overhead	\$ 2,688
Excess Administrative Costs	\$ 3,500
<b>Grand Total:</b>	<b>\$ 69,448</b>

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR 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.



## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices for work products / deliverables under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

### 1. Invoice Coversheet

**EMC Planning Group, Inc.**

**Moss Landing Community Plan Update Environmental Impact Report**

Date: \_\_\_\_\_

Invoice No. \_\_\_\_\_

Original Agreement Term: May 4, 2010 to May 31, 2011

Original Agreement Amount: \$ 300,000.00 (\$254,986.00 base budget plus \$45,014.00 project contingency)

Amendment No. 1: Term Extension to May 31, 2012

Amendment No. 2: Term Extension to May 31, 2013

Amendment No. 3: Term Extension to May 31, 2014

Amendment No. 4: Term Extension to May 31, 2015

Amendment No. 5: Term Extension to May 31, 2017

This Invoice:	\$	2,500.00	Weekend Traffic Counts	_____
	\$	4,500.00	Weekend Traffic Analysis (Optional)	_____
	\$	50,000.00	Traffic Report	_____
	\$	1,000.00	Noise Report	_____
	\$	2,760.00	Water Supply	_____
	\$	2,500.00	CalEEMod Air Quality and Greenhouse Gas Emission Modeling	_____
	\$	2,688.00	Sub-Consultant Overhead	_____
	\$	3,500.00	Excess Administrative Costs	_____

**Total:**

**\$69,448.00**

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_ Date: \_\_\_\_\_  
Martin Carver, Management Specialist

All Invoices Are To Be Sent To:

Diana Lemos, Account Clerk

County of Monterey Resource Management Agency - Planning

168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901

Telephone: (831) 755-5220

### 2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURED  
ICF Jones & Stokes, Inc.  
9300 Lee Highway  
Fairfax VA 22031-1207 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:	Pacific Indemnity Co	20346
INSURER D:	AXIS Surplus Insurance Company	26620
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570058354087

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3581-24-09 Package - Domestic	06/25/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7352-29-55 Automobile - All States	06/25/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			9363-00-18 Umbrella Liability	06/25/2015	07/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A		7175-43-37 Workers Comp	06/25/2015	06/25/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-MPL-Primary			EBZ768043/01/2015 Errors & Omissions	06/25/2015	07/01/2016	Prof Liab Agg - All \$3,000,000 Overall policy aggr \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.

2 - County of Monterey, its officers, agents and employees are included as Additional Insureds as their interest may appear with respect to liability arising out of the work performed by or on behalf of the Named Insured.

3 - Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
Resource Management Agency  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*

Holder Identifier :

Certificate No : 570058354087



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

<small>AGENCY</small> Aon Risk Services Northeast, Inc.		<small>NAMED INSURED</small> ICF Jones & Stokes, Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570058354087			
<small>CARRIER</small> See Certificate Number: 570058354087	<small>NAIC CODE</small>		
<small>EFFECTIVE DATE:</small>			

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

respects work being done by Jones & Stokes Associates Inc. for the County of Monterey.

## Liability Insurance

### Endorsement

Policy Period	JUNE 25, 2015 TO JULY 1, 2016
Effective Date	JUNE 25, 2015
Policy Number	3581-24-09 EUC
Insured	ICF INTERNATIONAL INC. ICF JONES & STOKES, INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JUNE 25, 2015

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who Is An Insured

##### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

## **Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### **Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

County of Monterey, its agents, officers and employees

Authorized Representative



POLICY NUMBER: (15) 7352-29-55

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURE

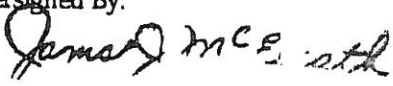
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/25/15	Countersigned By: 
Named Insured: ICF International, Inc. ICF Jones & Stokes, Inc.	(Authorized Representative)

### SCHEDULE

Name of Person(s) or Organization(s):

**"ANY PERSON OR ORGANIZATION AS REQUIRED BY INSURED CONTRACT".**

The County Monterey, its officers, agents and employees.

Such insurance as is afforded by this insurance is primary and no other insurance of the Additional Insured will be called upon to contribute to a loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.