

Professional Services Agreement
Paraiso Hot Springs Resort
PLN040183

EMC Planning
REF110063

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

EMC Planning Group, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 143,554.80.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 10, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04

Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Teri Wissler Adam, Senior Principal
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	EMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 649-1799
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

EMC Planning Group, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

MICHAEL GROVES, PRESIDENT
Name and Title

Date: AUGUST 23, 2012

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

TERI WISSLER ADAM, SECRETARY
Name and Title

Date: AUGUST 23, 2012

County Board of Supervisors' Agreement Number: _____

*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.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

1.0

SCOPE OF SERVICES

The consultant team proposes to prepare documentation in compliance with CEQA as identified in the County's request for proposals. The scope of work includes the following deliverables:

- Draft copies of revised ADEIR sections: Air Quality; Climate Change; Cultural Resources; Drainage and Water Quality; Groundwater and Long-term Water Supply; Water Demand and Water Treatment; Wastewater; and Traffic and Transportation.
- Screen Check DEIR;
- Draft EIR;
- Administrative FEIR;
- Final EIR; and
- Mitigation Monitoring & Reporting Plan (County format) and CEQA Findings.

The EIR will be prepared in a manner that is concise, clear, and easy to read for the general public. The environmental documents will be prepared in accordance with CEQA and the state CEQA guidelines. The scope to be undertaken toward the completion of the environmental review services involves the tasks outlined below.

Task 1 Administration, Management, and Project Start-Up

- 1.1 Contract negotiations and management.
- 1.2 Initiate subconsultants and project team coordination.
- 1.3 Provide CEQA consultation and management services for client.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

- 1.4 Obtain all project information from County staff (including ADEIR graphics in a format that can be modified). Catalogue all documentation and confirm with County staff that we have all relevant information. Distribute applicable documentation to team members. Review documentation in preparation of site visit and kick-off meeting.

Task 2 Site Visit/Kick-off Meeting/Weekly Conference Calls

- 2.1 Conduct a site visit to confirm existing conditions and surrounding land uses at the project site.
- 2.2 Develop an agenda and attend a kick-off meeting at the project site (same time as the site visit in Task 2.1 above). EMC Planning Group and Wallace Group project managers will attend a kick-off meeting with County staff (Planning, Water Resources Agency, Environmental Health Bureau, and Public Works) to discuss the project. Issues expected to be addressed include the following: project description and objectives, scheduling, water treatment, wastewater, drainage, traffic and access issues, cultural resources, and alternatives.
- 2.3 Attend weekly or bi-weekly conference calls until the DEIR is out for public review, then monthly or twice monthly as appropriate. EMC Planning Group has budgeted to attend 16, two-hour conference calls; Wallace Group has budgeted to attend two, 1.5-hour conference calls; and Hexagon has budgeted to attend up to four, one-hour conference calls. Requests to attend additional meetings and conference calls will require an amendment to the budget.

Task 3 Peer Review and Make Minor Revisions to ADEIR

- 3.1 Convert ADEIR text and graphics to EMC Planning Group format.
- 3.2 Review responses to the Notice of Preparation. Consult, as appropriate, with responsible and trustee agencies.
- 3.3 Review ADEIR in detail and make minor revisions. Note any inadequacies that have not already been identified. If County staff agrees that these area(s) are inadequate, the consultant will prepare a scope of work and budget to revise these sections of the ADEIR. A contract amendment would be necessary.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 4 Peer Review Culligan Quality Water Enterprises and AdEdge Technologies Water Treatment Strategies and Alternatives

4.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Wallace Group will conduct their peer review and prepare and submit a technical memorandum for review and comment by EMC Planning Group and County Water Resources Agency.

Task 5 Peer Review and Evaluate Supplemental Wastewater Treatment Facility Materials

5.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Wallace Group will conduct their peer review and analysis and prepare and submit a technical memorandum for review and comment by EMC Planning Group and County Environmental Health.

Task 6 Peer Review New Archaeological Report Documentation

6.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Archaeological Consulting and EMC Planning Group will conduct their peer review and prepare and submit a technical memorandum for review and comment by EMC Planning Group. This includes archaeological reports prepared for both the project site and the off-site roadway improvements.

Task 7 Conduct New Air Quality and Greenhouse Gas Emissions Modeling

7.1 EMC Planning Group will conduct a new air quality and greenhouse gas emissions analysis using the California Emissions Estimator Model (CalEEMod) and revise the air quality and climate change sections of the ADEIR.

Task 8 Draft Revisions to Select ADEIR Chapters

8.1 Prepare and submit draft copies of the following revised ADEIR sections: Air Quality; Climate Change; Cultural Resources; Drainage and Water Quality; Groundwater and Long-term Water Supply; Water Demand and Water Treatment; Wastewater; and Traffic and Transportation.

Deliverables

- Five (5) bound printed copies

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 9 Final Technical Memorandum of Peer Review Activities

- 9.1 Based upon comments from County staff on the draft revisions to select ADEIR chapters, the consultant team will finalize the technical memorandum, which will be included as appendices to the DEIR. The budget accommodates responding to only one round of comments from County staff.

Task 10 Screen Check DEIR/Legal Counsel Meeting

- 10.1 Comprehensively revise the ADEIR and produce a screen check DEIR, with appendices, which will include the technical memorandums.
- 10.2 Attend project meeting with County Legal Counsel.

Deliverables

- Five (5) bound printed copies

Task 11 Public Review DEIR

- 11.1 Based upon County staff comments on the screen check DEIR, revise the document and produce the public review DEIR, with appendices.
- 11.2 Prepare the Notice of Availability and the Notice of Completion.
- 11.3 Compile reference documentation. Electronic copies will be provided when available. Hard copies will be provided where electronic copies are not available. Where the reference is on a website, only the reference to the website will be provided.
- 11.4 Attend a meeting with County staff.

Deliverables

- One (1) hard copy, single-sided DEIR
- Forty-five (45) bound hard copies
- Ten (10) CDROM copies
- Compendium of reference materials (electronically or electronically and hard copy combination)

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL

REVISED AUGUST 20 2012

Task 12 Administrative Final EIR

- 12.1 Prepare the response to comments and changes to the DEIR and compile into the administrative final EIR (AFEIR). Prepare AFEIR as a separate document (from the draft EIR) including a revised summary section, a list of all agencies and individuals commenting on the draft EIR, comments received during the public review period for the draft EIR, responses to those comments, and changes to the draft EIR.
- 12.2 Attend meeting with County staff.

Deliverables

- Five (5) bound printed copies of the AFEIR

Task 13 Final EIR

- 13.1 Prepare the final EIR (FEIR) based upon County staff comments.

Deliverables

- One (1) hard copy, single-sided of the FEIR
- Forty (40) hard copies of the FEIR
- Ten (10) CDROM copies of the FEIR

Task 14 Mitigation Monitoring and Reporting Plan and CEQA Findings

- 14.1 Prepare a draft mitigation monitoring and reporting plan for review and comment by County staff.
- 14.2 Prepare draft CEQA findings as required by CEQA Guidelines section 15091 for review and comment by County staff.
- 14.3 Prepare final mitigation monitoring and reporting plan and final CEQA findings.

Deliverables

- One (1) electronic version of each draft and final document

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS
PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 15 Attend Planning Commission and Board of Supervisors Meetings

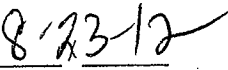
- 15.1 Attend two (2) Planning Commission meetings and be prepared to summarize the findings in the EIR and to answer questions.
- 15.2 Attend one (1) Board of Supervisor's meeting and be prepared to summarize the findings in the EIR and to answer questions.
- 15.3 Hexagon and Wallace Group will attend one public hearing to be determined by County staff.

Optional Tasks Subconsultant Attendance at Additional Meetings and/or Public Hearings

Wallace Group and Hexagon staff will attend additional meetings and/or public hearings at the special request of County staff.

Attendance at additional meetings and public hearings by the Wallace Group and/or by Hexagon staff is optional and may be required as outlined in the Paraiso Springs Resort EIR Budget, dated 8/21/12. Prior authorization/approval by the County of Monterey, Department of Planning, Planning Services Manager is required, in writing, prior to meeting attendance by either of the subconsultants named above.


Contractor's Initials


Date

2.0 BUDGET AND SCHEDULE

2.1 BUDGET AND SCHEDULE

The budget and schedule are presented on the following pages.

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Paraiso Springs Resort EIR Budget (8/21/12)									
Task	EMC Planning Group Inc.								
	Sr. Principal Groves	Sr. Principal Wissler Adam	Principal Planner James	Associate Biologist Edwards	Graphics	Production Administration	Total Hours	Total Cost	
Staff									
Billing Rate (Per Hour)	\$195.00	\$195.00	\$175.00	\$105.00	\$125.00	\$95.00			
1. Admin. Management, Project Start-Up	1	40	54	0	0	0	1	96	\$17,540.00
2. Site Visit/Kick-off Meeting/Weekly Conference Calls	0	20	26	6	6	0	0	52	\$9,080.00
3. Peer Review/Edit ADEIR	1	4	24	6	8	8	8	51	\$7,565.00
4. Peer Review Water Treatment Strategies	0	2	2	0	0	0	0	4	\$740.00
5. Peer Review Supplemental WW Treatment Plant Materials	0	20	2	2	0	0	0	4	\$740.00
6. Peer Review New Archaeological & Cultural Reports	0	20	2	2	0	0	0	22	\$4,250.00
7. CalEENod and Air Quality/Climate Change Revisions	0	2	32	0	0	0	0	34	\$5,990.00
8. Draft Revisions to Select ADEIR Chapters	1	14	78	8	10	4	115	115	\$19,045.00
9. Final Technical Memorandums	0	1	1	0	0	0	0	2	\$370.00
10. Screen Check DEIR/Legal Counsel Meeting	0	12	28	0	0	2	8	50	\$8,250.00
11. Public Review DEIR	0	4	16	0	0	0	4	24	\$3,960.00
12. Administrative Final EIR	0	8	80	0	0	0	8	96	\$16,320.00
13. Final EIR	0	4	16	0	0	0	4	24	\$3,960.00
14. MMRP/CEQA Findings	0	8	40	0	0	0	0	48	\$8,560.00
15. PCBOS Public Hearings	0	8	24	0	0	0	0	32	\$5,760.00
Subtotal (Hours)	3	149	425	20	20	37	37	654	
Subtotal (Cost)	\$585.00	\$29,055.00	\$74,375.00	\$2,100.00	\$2,500.00	\$3,515.00			\$112,130.00
Additional Costs									
Production Costs									\$3,600.00
Travel Costs									\$180.00
Postal/Deliverables									\$300.00
Miscellaneous									\$500.00
Administrative Overhead 10%									\$458.00
Total									\$5,038.00
Subconsultant Fees									
Wallace Group									\$14,168.00
Hexagon Transportation Consultants									\$5,090.00
Archaeological Consulting Peer Review (All Arch. Reports)									\$1,000.00
Subconsultant Overhead 10%									\$2,025.80
Total									\$22,283.80
Total Costs									\$139,451.80

OPTIONAL TASKS

Wallace Group Attendance at Additional Migs and Public Hearings \$2,930.00 Per Meeting - Two Attendees plus 10% Overhead; Total \$3,223.00
 Hexagon Attendance at Additional Migs and Public Hearings \$800.00 Per Meeting plus 10% Overhead; Total \$880.00
 Total Optional Tasks \$4,103
 Total with Optional Tasks \$143,554.80

3.0 TASKS AND PAYMENTS

The “Additional Costs” and “Subconsultant Fees” on the budget spreadsheet have been incorporated into the appropriate task for milestone billing purposes.

Tasks	Payment
1. Admin, Management, Project Start-Up	\$17,540.00
2. Site Visit/Kick-off Meeting/Weekly Conference Calls	\$9,080.00
3. Peer Review/Edit EIR	\$7,565.00
4. Peer Review Water Treatment Strategies & Alternatives	\$8,532.40
5. Peer Review WW Treatment Plant Documents	\$8,532.40
6. Peer Review New Archaeological and Cultural Reports	\$5,350.00
7. CalEEMod and Air Quality/Climate Change Revisions	\$5,990.00
8. Draft Revisions to Select ADEIR Chapters	\$24,644.00
9. Final Technical Memorandums	\$370.00
10. Screen Check DEIR/Legal Counsel Meeting	\$13,288.00
11. Public Review Draft EIR	\$3,960.00
12. Administrative Final EIR	\$16,320.00
13. Final EIR	\$3,960.00
14. Mitigation Monitoring and Reporting Program and CEQA Findings	\$8,560.00
15. Public Hearing	\$5,760.00
Sub-Total	\$139,451.80
Optional Tasks: Wallace Group and Hexagon attendance at an additional meeting/or public hearing	\$4,103.00
Total with Optional Tasks	\$143,554.80

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / 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.
The Paraiso Hot Springs Resort Environmental Impact Report*

Date: _____

Invoice No. _____

Agreement Term: *September 10, 2012 – June 30, 2013*

Agreement Amount: *\$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)*

<i>This Invoice:</i>	\$ 17,540.00	<i>Task 1: Admin., Management, Project Start-Up</i>	
	\$ 9,080.00	<i>Task 2: Site Visit/Kick-Off Meeting/weekly Conference Calls</i>	
	\$ 7,565.00	<i>Task 3: Peer Review/Edit EIR</i>	
	\$ 8,532.40	<i>Task 4 : Peer Review Water Treatment Strategies & Alternatives</i>	
	\$ 8,532.40	<i>Task 5: Peer Review WW Treatment Plant Documents</i>	
	\$ 5,350.00	<i>Task 6:Peer Review New Archaeological and Cultural Reports</i>	
	\$ 5,990.00	<i>Task 7: CalEEMod and Air Quality/Climate Change Revisions</i>	
	\$ 24,644.00	<i>Task 8: Draft Revisions to Select ADEIR Chapters</i>	
	\$ 370.00	<i>Task 9: Final Technical Memorandums</i>	
	\$ 13,288.00	<i>Task 10: Screen Check DEIR/Legal Counsel Meeting</i>	
	\$ 3,960.00	<i>Task 11: Public Review Draft EIR</i>	
	\$ 16,320.00	<i>Task 12: Administrative Final EIR</i>	
	\$ 3,960.00	<i>Task 13: Final EIR</i>	
	\$ 8,560.00	<i>Task 14: Mitigation Monitoring and Reporting Program and CEQA Findings</i>	
	\$ 5,760.00	<i>Task 15: Public Hearings</i>	
Subtotal:			<u>\$139,451.80</u>
	\$ 4,103.00	<i>Optional Tasks: Wallace Group and Hexagon attendance at an additional meeting/or public hearing (prior written approval must be attached when submitting invoice)</i>	
Grand Total:			<u>\$143,554.80</u>

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

Remaining Balance \$ _____

Approved as to Work/Payment: _____
Jacqueline R. Onciano, Planning Services Manager

Date

All Invoices Are To Be Sent To:
Jaime Martinez, Accounting Technician
County of Monterey Resource Management Agency
Planning Department
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-4829

2. Invoice Detail

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