

# Attachment A

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**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**

**CONTRACTOR\***

By: \_\_\_\_\_  
Director of Planning

\_\_\_\_\_  
EMC Planning Group, Inc.  
Contractor's Business Name

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

By: Teri Wissler Adam  
(Signature of Chair, President or Vice President)

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

Date: June 9, 2015

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

By: \_\_\_\_\_  
Deputy County Counsel

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

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

Date: 6-30-15

Date: June 9, 2015

**Approved as to Fiscal Provisions**

By: Don Dally  
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.

## 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*

|                      |                     |                                                                  |                           |
|----------------------|---------------------|------------------------------------------------------------------|---------------------------|
| <i>This Invoice:</i> | <i>\$ 2,500.00</i>  | <i>Weekend Traffic Counts</i>                                    | _____                     |
|                      | <i>\$ 4,500.00</i>  | <i>Weekend Traffic Analysis (Optional)</i>                       | _____                     |
|                      | <i>\$ 50,000.00</i> | <i>Traffic Report</i>                                            | _____                     |
|                      | <i>\$ 1,000.00</i>  | <i>Noise Report</i>                                              | _____                     |
|                      | <i>\$ 2,760.00</i>  | <i>Water Supply</i>                                              | _____                     |
|                      | <i>\$ 2,500.00</i>  | <i>CalEEMod Air Quality and Greenhouse Gas Emission Modeling</i> | _____                     |
|                      | <i>\$ 2,688.00</i>  | <i>Sub-Consultant Overhead</i>                                   | _____                     |
|                      | <i>\$ 3,500.00</i>  | <i>Excess Administrative Costs</i>                               | _____                     |
| <i>Total:</i>        |                     |                                                                  | <u><i>\$69,448.00</i></u> |

*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.

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