

**AMENDMENT NO. 11
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PACIFIC MUNICIPAL CONSULTANTS**

THIS AMENDMENT NO. 11 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Pacific Municipal Consultants (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on July 21, 2006 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 1, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7", including Exhibit A-2 – Scope of Services/Payment Provisions), May 3, 2012 (hereinafter, "Amendment No. 8"), August 23, 2012 (hereinafter, "Amendment No. 9", including Exhibit A-3 – Scope of Services/Payment Provisions), and February 15, 2013 (hereinafter, "Amendment No. 10") and incorporated into the Agreement by this reference; and

WHEREAS, the Ferrini Ranch Subdivision Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed due to the number of comments received after initial review of the Draft EIR and the decision to either revise the EIR or develop a response to comments before the presentation of the completed EIR; and

WHEREAS, additional funding is required for the completion of new tasks associated with final editing, peer review of four (4) technical sections, response to comments, and meeting assistance and attendance of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$41,515.00 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 11.

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

Amendment No. 11 to Professional Services Agreement
Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR
RMA – Planning
Term: July 11, 2006 – February 28, 2014
Not to Exceed: \$607,631.00

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-1, A-2, A-3 and A-4 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-1, A-2, A-3 and A-4, subject to the limitation as set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$607,631.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 11 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

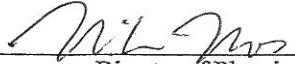
Amendment No. 11 to Professional Services Agreement
Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR
RMA – Planning
Term: July 11, 2006 – February 28, 2014
Not to Exceed: \$607,631.00

Plw

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 11 to the Professional Services Agreement as of the last date opposite the respective signatures below:

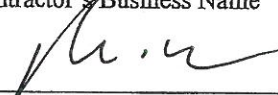
COUNTY OF MONTEREY

CONTRACTOR*

By: 
Director of Planning

Pacific Municipal Consultants
Contractor's Business Name


Date: 6/5/13


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

Its: Philip O. Carter, President
(Printed Name and Title)

Date: 4-17-13

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

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

By: 
Deputy County Counsel

Its: Jennifer LeBoeuf, Secretary
(Printed Name and Title)

Date: 4/23/2013

Date: 4-17-13

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 4-18-13

Approved as to Indemnity, 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.

Amendment No. 11 to Professional Services Agreement
Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR
RMA - Planning
Term: July 11, 2006 - February 28, 2014
Not to Exceed: \$607,631.00



EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS



March 18, 2013

John Ford, Senior Planner
COUNTY OF MONTEREY
168 W. Alisal Street
Salinas, CA 93901

RE: SCOPE AND BUDGET FOR ADDITIONAL SERVICES - FERRINI RANCH EIR

Dear Mr. Ford:

Per your request and as a follow-up to our meeting December 20, this letter provides a scope of work and cost for providing additional services related to the Ferrini Ranch EIR. PMC understands that the County seeks to recirculate certain sections of the Draft EIR in response to public and agency comments. The County will allow the project applicant to draft the revised sections. These sections will be peer-reviewed by PMC for the County.

Based on your request, we offer the following scope of work to assist the County through the end of the project review process:

Task 1 – Peer Review of Modified Sections

Four technical sections—3.2 Air Quality; 3.3 Biological Resources; 3.11 Noise; and 3.13 Greenhouse Gas and Climate Change—will be modified by the applicant to respond to public and agency comments. In addition, the County and applicant will develop a new “wildlife corridor” alternative and provide an analysis of that alternative. PMC will conduct a detailed peer review of each section to confirm factual information, analysis methods, feasibility of mitigation, and consistency with current regulatory requirements. Revisions will also be reviewed in the context of the comments received. For example, revisions to Biological Resources should consider not only protected species issues, but also wildlife corridors and fuel modification. Reviews will be conducted by PMC’s project manager and applicable technical staff. Documentation of the peer review will be provided in writing to the County. Any further revisions resulting from the peer review will be the responsibility of the project applicant.

Once the sections are completed to the County’s satisfaction, PMC will assume limited time and effort to assist in packaging the material, and any related background reports or appendices, for circulation.

Task 2 – Participate and Support County in Consultation Meetings with Resource Agencies

PMC will serve as a technical resource to the County in further discussions with the California Department of Fish and Wildlife and/or the US Fish and Wildlife Service. The subject of any such meetings is anticipated to include project-specific impacts, state and federal permit requirements, and structure of the mitigation strategies necessary to satisfy the County’s obligations under CEQA. Joyce

Page 1 of 4

fw

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

John Ford, Senior Planner
March 18, 2013
Page 2

Hunting, PMC's Director of Biological Services, will participate in these meetings. We anticipate up to one phone conference with County staff, and up to two additional meetings with the agencies either in Salinas or at agency regional offices.

Task 3 – Response to Comments on Recirculated Material/Prepare Final EIR

Following receipt of comments on the recirculated sections, PMC will provide responses for inclusion in the Final EIR. These responses will be organized separately from other material in the Final EIR to clearly distinguish the two review periods. All responses, errata, and any necessary supporting documentation will be compiled into the Final EIR document. The level of effort assumes that no new significant issues will be raised and that the comments received are not excessive in scope or content.

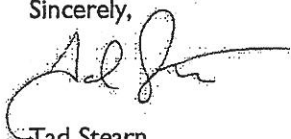
Task 4 – Additional Meetings and Public Hearing Assistance

Due to the long project timeline and number of meetings required, the meeting budget has been exhausted. For budgeting purposes, PMC assumes four (4) additional staff-level meetings and up to four (4) public hearings will be required to finalize the documents and present the EIR to decision-makers.

Budget Proposal

Task	Hours	Cost
1. Peer Review Modified Sections	60	\$9,000
2. Resource Agency Consult Meetings	30	\$4,500
3. Responses – Recirculated Material	80	\$12,000
4. Additional Meetings/Hearings	60	\$9,000
Hatch Mott MacDonald (support)	n/a	\$1,600
Total Additional	230	\$36,100

Sincerely,



Tad Stearn
Principal/Project Manager

TS:acjm

Cc: David Mack, County of Monterey
Philip O. Carter, PMC

W:\Monterey County\Planning Department\Projects - CURRENT\26-0101, PLN040758 Ferrini Ranch EIR\Proposal & Contract

per

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Payment Provisions

Invoices for services performed under the AGREEMENT may be submitted monthly (by the tenth day of the month), but not more often than once monthly and shall include the following:

1. Invoice Coversheet

*Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR*

Date: _____

Invoice No.: _____

Original Agreement Term: February 15, 2006 – December 31, 2007

Original Agreement Amount: \$ 507,113.00 (\$440,968 Base Budget plus \$66,145 Project Contingency)

Amendment #1:

Revised Agreement Term: July 11, 2006 – December 31, 2007

Revised Agreement Amount: \$ 496,655.00 (\$431,874 Base Budget plus \$64,781 Project Contingency)

Amendment #2: Extension of Term to September 30, 2008

Amendment #3: Extension of Term to March 31, 2009

Amendment #4: Extension of Term to December 31, 2009

Amendment #5: Extension of Term to September 30, 2010

Amendment #6: Extension of Term to April 30, 2011

Amendment #7: \$ 54,581.00 (\$38,800 Base Budget plus \$15,781 Project Contingency)
Extension of Term to April 30, 2012

Amendment #8: Extension of Term to February 28, 2013

Amendment #9: \$ 14,880.00 (\$14,880 Base Budget plus \$0 Project Contingency)

Amendment #10: Extension of Term to February 28, 2014

Amendment #11: \$ 41,515.00 (\$36,100 Base Budget plus \$5,415.00 Project Contingency)

Total Agreement Amount: \$607,631.00 (\$521,654 Base Budget plus \$85,977.00 Project Contingency)

Remaining Balance \$ _____

Approved as to Work/Payment: _____
John H. Ford, Senior Planner

Date

fu

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

All Invoices Are To Be Sent To:

Jaime Martinez, Accounting Technician
County of Monterey Resource Management Agency
Finance Division
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

2. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (increased by \$5,415.00 for a total amount not to exceed \$85,977.00) requires the prior written approval of the Director of the Monterey County Planning Department, and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of the Monterey County Planning Department, or in his absence, the Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning Department or the Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send his decision in writing to the Project Applicant, and CONTRACTOR.

Unless he denies the recommended transfer, the Director or Assistant Director of Planning Department will ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the Director of the Monterey County Planning Department or the Assistant Director, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

Policy Number: OBF914666101

Insured: Pacific Municipal Consultants
DBA: PMC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

I. Additional Insured by Contract, Agreement or Permit

Under **SECTION II – LIABILITY, C. Who Is An Insured, Paragraph 4**, is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

- (3) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

- (4) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
- (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development,

safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory

The following is added to **SECTION III – COMMON POLICY CONDITIONS:**

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability.**

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance** under **Section II - Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

- a. "Your project" means:
 - i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
 - ii. Does not include any location listed in the Declarations.

IV. Blanket Waiver of Subrogation

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage

arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".