

**RESOLUTION NO. 3984**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING AND APPROVING EXECUTION OF AN AMENDMENT TO  
THE CONTRACT FOR PROFESSIONAL SERVICES WITH EMC PLANNING  
GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$100,292.01 FOR THE  
PREPARATION OF THE ECONOMIC ANALYSIS FOR THE ENVIRONMENTAL  
IMPACT REPORT FOR THE SOLEDAD PLAZA COMMERCIAL  
DEVELOPMENT**

**WHEREAS**, the City has received a request from Creekbridge Homes to process a General Plan Amendment, Zone Change and Site Plan Review and annexation of 35 acres of land located on the northwesterly side of Moronda Road; and

**WHEREAS**, this proposed project would be subject to the requirements of the California Environmental Quality Act ("CEQA") under Sections 21065 and 21080 (discretionary projects proposed to be carried out or approved by public agencies, including general plan and zoning amendments, subdivisions and annexations) and all other relevant regulations as contained in the Public Resources Code; and

**WHEREAS**, after going through the RFP process, the City selected EMC Planning Group, Inc. to prepare the Environmental Impact Report ("EIR") required by CEQA for the Project, in the base contract amount of \$127,954.00; and

**WHEREAS**, Staff has received a request from Creekbridge Homes to amend the existing Professional Services Contract with EMC so as to allow preparation of additional traffic analysis and related EIR modifications to be included as a part of the preparation of the EIR, for a cost not to exceed \$100,292.01; and

**WHEREAS**, funding for the Contract Amendment #4 will be paid entirely by Creekbridge Homes through a Reimbursement Agreement.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that an Amendment, attached as 'Exhibit A' to the Consulting Services Agreement between the City and EMC Planning Group, Inc., in an amount not to exceed \$100,292.01, is hereby approved.


**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Soledad duly held on the 2<sup>nd</sup> day of May, 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

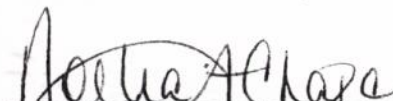
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk



*Planning Department*

**RECEIVED**  
**FEB 28 2007**  
**PLANNING DEPARTMENT**

February 26, 2007

Mr. Don Fleming  
Planning Director  
City of Soledad  
248 Main Street  
Soledad, CA 93960

Re: Contract Amendment #4 - Soledad Plaza EIR

Dear Don:

The purpose of Contract Amendment #4 is to request additional funds for Higgins & Associates for traffic analysis work that has been completed and for cover additional traffic analysis work.

Higgins Associates Additional Scope of Work

Higgins Associates original budget included monies for preliminary design work for the proposed project. However, to identify circulation solutions, Higgins & Associates has had to do a substantial amount of additional analysis and conduct design work at a level not anticipated in the original contract. Additional analysis and design work is needed going forward. Their added level of effort has been and will continue to be especially critical in resolving circulation issues with Caltrans and to ensure that project solutions are consistent with the work being conducted by Omni-Means. Higgins & Associates is requesting \$51,249.00 for additional work already conducted to December 31, 2006 and an additional \$24,000 for work projected to be needed to complete the traffic report. Higgins & Associates' scope of work for additional tasks completed and for projected additional work is attached.

In addition to the expanded analysis and design work, the City requested Higgins & Associates, through Creekbridge, to conduct a review of the City's traffic impact fee program. This level of effort was not included in the original scope of work. Higgins Associates has completed this review. The cost is included in the additional work completed to date amount of \$51,249.00.

Exhibit     "A"

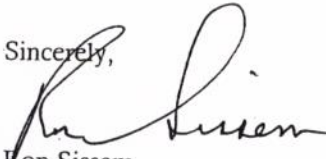
Additional EMC Planning Group Inc. Costs

I have added EMC Planning Group Inc. staff time to Contract Amendment #4 to account for preparing and administering the contract amendment, expanding the traffic analysis in the EIR commensurate with the expanded traffic study, and compensating for miscellaneous coordination hours that have been accrued as the EIR process has continued to drag out. Creekbridge has indicated that it will deliver a new project description within the next month. As I've stated previously, this will require that existing portions of the EIR be revised to reflect the new project description. I've therefore added hours for revision of existing EIR sections. I'm hoping that my projection of additional staff time for this purpose is adequate. I'll be able to confirm this once I see the new project description.

An additional \$1,230.10 was also added to rectify a previous contract amendment discrepancy. The Contract Amendment #2 amount submitted to you on March 15, 2006 was \$21,396.10. However, the City Council approved Contract Amendment #2 in the amount of \$20,166.00. I sent an email to you regarding this discrepancy on November 9, 2006. I've added the \$1,230.10 to Contract Amendment #4, as you have requested, to account for the difference. This will square our records. The Contract Amendment #4 amount shown on the attached Contract Amendment #4 Budget is \$100,292.01. The table below shows the new **total** contract amount.

Task	Budget
Original Contract Amount	\$127,954.00
Contract Amendment #1	\$32,062.00
Contract Amendment #2	\$21,396.10
Contract Amendment #3	\$60,905.11
Contract Amendment #4	\$100,292.01
<b>New Total Contract Amount</b>	<b>\$342,609.22</b>

If you have any questions, please do not hesitate to contact me.

Sincerely,  
  
Ron Sissem  
Principal Planner

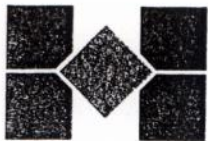
### Soledad Plaza EIR - Contract Amendment #4 Budget

Task	Principal	Principal Planner	Associate Planner	Administrative	Total Hours	Total Cost
Staff						
Billing Rate (Per Hour)	\$200.00	\$150.00	\$105.00	\$75.00		
Traffic Contract and Admin	3.0	16.0	0.0	2.0	21.0	\$3,150.00
Expand Traffic Related EIR Sections	0.0	24.0	16.0	0.0	40.0	\$5,280.00
EIR Changes per New Description	0.0	24.0	48.0	0.0	72.0	\$8,640.00
Additional EIR Coordination	0.0	20.0	0.0	0.0	20.0	\$3,000.00
Subtotal (Hours)	3.0	84.0	64.0	2.0	153.0	\$20,070.00
Subtotal (Cost)	\$600.00	\$12,600.00	\$6,720.00	\$150.00		

Additional Costs	
Production Costs	
Travel Costs	\$300.00
Postal/Deliverables	\$0.00
Communication	\$0.00
Miscellaneous (Balance of CA#2)	\$50.00
Miscellaneous	\$1,230.10
Administrative Overhead 10%	\$100.00
Total	\$1,688.10

Subconsultant Fees	
Higgins Associates (Traffic Analysis)	\$71,249.00
Subconsultant Overhead 10%	\$7,124.90
Total	\$78,373.90

Total Costs	\$100,292.01
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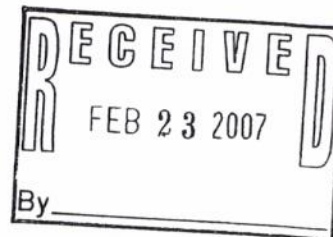


HIGGINS ASSOCIATES

CIVIL & TRAFFIC ENGINEERS

February 20, 2007

Mr. Ron Sissem  
EMC Planning Group Inc.  
301 Lighthouse Ave., Suite C  
Monterey, CA 93940



RE: Soledad Plaza, Soledad, California  
Request for Additional Compensation and  
Proposal for Additional Civil and Traffic Engineering Services

Dear Mr. Sissem,

Per our conversation on Friday, January 5, 2007, this is a letter regarding our request for additional compensation for work performed beyond our original project scope and also a proposal for providing additional traffic engineering services for the Soledad Plaza project in Soledad, California.

Our original budget was \$67,203, which includes the 12 tasks listed on the attached Fee Recap dated January 11, 2007. As of December 31, 2006, we have completed about two-thirds of the original scope of work for a fee of \$40,451.

**A. ADDITIONAL TASKS ALREADY COMPLETED**

In addition, the following tasks have also been completed that were beyond our original Scope of Work.

1. A total of 4 additional mitigation options were analyzed at the intersections of Front Street/Moranda Road, Highway 101 Ramps/Moranda Road, and all project driveways. This included performing new Level of Service (LOS) analyses as well as reassigning and distributing the project traffic. Levels of service calculations for roundabout options were also included. The time and expenses associated with this task is \$18,426, as indicated on the attached Fee Recap.
2. The original scope of work included the attendance at 4 meetings. A total of 6 meetings have been attended to date. This is 2 above the original scope. The cost for these additional meetings is \$3,900.
3. The original contract included an optional task involving a Saturday analysis. The Saturday analysis included evaluated all development scenarios included in the basic scope of work. The additional background plus project alternatives analysis described as Task 1 of the additional tasks also includes a Saturday analysis which costs \$12,167.

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4. A total of 5 additional conceptual design plans were prepared based on the additional analysis mentioned above. These plans were presented to Creekbridge as well as various public agencies. Some of these plans included both interim and ultimate designs.

As part of the conceptual design work effort, a right-of-way exhibit was created for Creekbridge showing the proposed ultimate alignment of Gabilan Drive.

The cost of the conceptual plan including the right-of-way exhibit is \$10,823.

5. Higgins Associates also prepared a package of information for submittal to Caltrans to assist in reviewing the basic mitigation strategy. The cost for this task is \$1,220.
6. Creekbridge had early requested that Higgins Associates perform a peer review of the traffic impact fee study performed by Muni-Financial in October, 2006. The cost for the traffic impact fee peer review was \$4,104.

In addition to the labor costs described in additional Tasks 1 through 6, there were additional travel and printing expenses of \$473 for additional tasks 1 through 3 and \$137 for additional tasks 4 through 6.

The total fee for work performed to date is \$91,700, which includes \$40,451 of the original \$67,203 budget as well as 51,249 for additional work beyond our original scope of work. In addition to the contract amendment of \$51,249 as compensation for additional work already performed, it is anticipated that additional tasks will also be required in the future. These are described as follows and have a budget of \$24,000. The total contract amendment would then be \$71,249. When added to the original budget of \$67,203, the resulting total contract amount would become \$138,452.

The above tasks were completed as part of the original fee schedule which included \$109 per hour for Assistant Engineer. Several months into the Year 2006, our Fee Schedule was changed for the Assistant Engineer position to \$118 per hour. All other billing rates for all other personnel categories remained the same. However, several tasks have been billed at the more recent billing rate. This includes additional conceptual plans for several different alternatives. These are included as Task 4.

In addition to the fee for "Additional Tasks Already Completed", the following presents anticipated future additional tasks.

#### **B. FUTURE ADDITIONAL WORK**

1. Analysis of revised project impacts – Based on the new project site plan, which has not been submitted, the project impact on the existing and proposed roadway system will change from what we have already analyzed. This includes reanalyzing Background

Plus Project Conditions at all study intersections as well as re-establishing the necessary improvements to mitigate project impacts.

2. Additional Meetings – Higgins Associates will attend two project development meetings to discuss any conceptual layout design issues.
3. Coordination with various agencies and Creekbridge – Correspond with Caltrans and the City of Soledad to determine the future alignment of Moranda Road, Gabilan Drive and the future locations of the Highway 101 NB and SB On and Off-Ramps. This task does not include project meetings of any kind.
4. Additional conceptual design work – Prepare up to three additional alternative conceptual designs regarding the future layout and alignment of Moranda Road from Front Street to Gabilan Drive, Gabilan Drive from San Vicente Road to the frontage road on the west side of Hwy 101, and San Vicente Road from Gabilan Drive to the southern most Project Driveway. This will include both interim and ultimate conceptual designs for each of the alternatives. The plans will be prepared using AutoCAD 2000 with English units. Conceptual design plans will be submitted to the client, Caltrans, and the City of Soledad for review. This work effort is difficult to predict due to the uncertainty regarding the interrelationship between the needs of Caltrans, City of Soledad, possible input from the County of Monterey, Soledad Plaza, and other adjoining property owners. The coordination effort can vary depending on the ease of establishing a consensus on the design concepts.
5. Additional traffic analysis due to conceptual design alternatives – The additional conceptual design alternatives under Task 8 may include variations in intersection traffic control and lane configurations that will require study intersections to be re-evaluated
6. Respond to Comments - Based on comments received from Caltrans and the City of Soledad, prepare a formal “response to comment” letter and make all appropriate revisions to the plans.
7. Attendance at Public Hearings – A Higgins Associates’ staff member will be available to attend up to two public hearings for the project. This was not included in the original scope of work.

#### **NOT INCLUDED**

Not included in the “Summary of Services” is the collection of any new topographic survey or traffic counts, the preparation of improvement plans other than the conceptual plans mentioned under the Summary of Services, the preparation of any construction drawings (i.e.: PS&E), our attendance at any project site visit, our attendance at more than two project meetings, our

Mr. Ron Sissem  
January 20, 2007  
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attendance at more than two public hearings, or the provision of any construction support services.

Any additional work required to that described under the basic Summary of Services will be considered extra work; including, but not limited to, design changes requiring significant redesign work, any time that may be required beyond the budgeted amount for any specific task, or any other task not specifically included in this proposal. Receipt of written authorization for any additional work required beyond our basic Summary of Services will be required prior to performing any additional work beyond what is specifically described in this proposal.

### **SERVICES FEE AND PROJECT SCHEDULE**

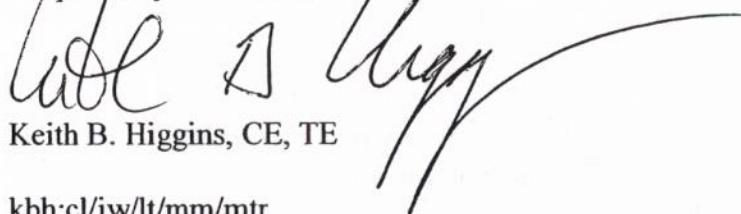
Our total estimated "Not-to-Exceed" fee for the proposed engineering services is \$70,000. A detailed breakdown of the individual costs associated with each task is attached for your review. Additional work required beyond our budgeted amounts for each task may warrant the submittal of request for additional compensation. Monthly progress billings will be submitted for actual Time and Expenses (T&E) based on the attached Fee Schedule (Effective through December 2007), with payment terms of net 30 days and a 1½% monthly service charge on all past due accounts. The attached Fee Schedule will also be utilized as a basis for determining the fees for any additional work required and authorized by your office.

Higgins Associates is prepared to commence work on this design project one week after receiving written Authorization-to-Proceed, all necessary electronic files and project plans, and a 25% (\$17,500) deposit, which will be credited against the final invoice. All proposed tasks will be completed with due diligence, as required to expedite the review and approval process. If there become any protracted delays, for any reason, we will notify you immediately.

If the Summary of Services, Services Fee and Schedule, and payment terms are acceptable, please sign and return one copy of the attached "Authorization-to-Proceed" form for our project files along with the 25% (\$17,500) retainer fee. If you have any questions regarding this proposal or need additional information, please contact Jeff Waller or me at your convenience.

Please do not hesitate to contact me if you have any questions regarding this additional budget request. Thank you for the opportunity to assist you with this project.

Respectfully Submitted,



Keith B. Higgins, CE, TE

kbh:cl/jw/lt/mm/mtr

Attachments

6-020 Addtl Work



June 4, 2007

Ron Sisseem, Principal Planner  
EMC Planning Group, Inc.  
301 Lighthouse Ave., Suite C  
Monterey, CA 93940-1461

RE: AMENDMENT TO STANDARD CONTRACTUAL SERVICES AGREEMENT

Dear Mr. Sisseem:

*Ron*

Enclosed is your copy of Amendment #4 to the Contract for Professional Services approved by the City Council on May 2, 2007. Also enclosed is a certified Resolution No. 3984 for your files.

If you have any questions, please feel free to call me at 831/223-5012 (New direct line).

Sincerely,

*Lupe*

LUPE A. MARTINEZ  
Deputy City Clerk

Enclosure

