

RESOLUTION NO. 4062

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING AND APPROVING EXECUTION OF AMENDMENT #7 TO THE
CONTRACT FOR PROFESSIONAL SERVICES WITH DENISE DUFFY &
ASSOCIATES, INC., AT A COST OF \$28,586, FOR A TOTAL CONTRACT AMOUNT
NOT TO EXCEED \$364,379**

WHEREAS, on December 7, 2005, the City Council adopted Resolution No. 3707 approving and authorizing execution of a contract with Denise Duffy & Associates, Inc. ("DDA") to prepare an Environmental Impact Report (EIR) for the Miravale III Project, a proposed development by Nader Agha, in the amount of \$257,953; and

WHEREAS, the proposed Project is 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 Denise Duffy & Associates to prepare the Environmental Impact Report ("EIR") required by CEQA for the Project, in the base contract amount of \$257,953; and

WHEREAS, on September 20, 2006, the City Council authorized and approved execution of an amendment to DDA's contract to provide additional professional services at a not-to-exceed cost of \$36,475, for a total contract cost of \$294,428; and

WHEREAS, on May 2, 2007, the City Council authorized and approved execution of additional amendments to DDA's contract (i.e., Contract Amendments #3, 4, 5 & 6) to provide additional professional services at a not-to-exceed cost of \$41,365, for a total contract cost of \$335,793; and

WHEREAS, Staff has received a request for Amendment #7 to the DDA contract based on the need to obtain information and analysis to complete an adequate EIR pursuant to CEQA, and to facilitate the related LAFCO boundary change and annexation application for the Miravale III project cost, at a not-to-exceed cost of \$28,586, for a new total contract cost of \$364,379; and

WHEREAS, the Applicant has agreed to the proposed amendment and funding for the new Contract Amendment will be paid entirely by Nader Agha through a Reimbursement Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that an Amendment to the Consulting Services Agreement, attached hereto as 'Exhibit A,' between the City and Denise Duffy Associates, Inc., in an amount not to exceed \$28,586 is hereby approved. The City Manager is hereby authorized and directed to execute the amendments on behalf of the City.

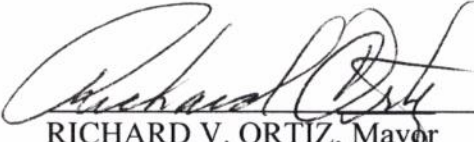
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 1st day of August, 2007, by the following vote:

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

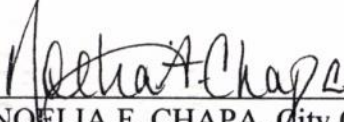
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: Pat Stephens


RICHARD V. ORTIZ, Mayor

ATTEST:



NOELIA F. CHAPA, City Clerk

**CONTRACT AMENDMENT NO. 7
BETWEEN CITY OF SOLEDAD
AND DENISE DUFFY & ASSOCIATES**

FOR MIRAVALLE III SPECIFIC PLAN EIR

PURPOSE

The purpose of this Amendment #7 is to engage CONSULTANT –DENISE DUFFY & ASSOCIATES — to provide additional technical services required for preparation of the Environmental Impact Report for the Miravale III Specific Plan project at the northwest end of the City of Soledad.

CONSULTANT'S SERVICES

Project Coordination

All work related to this Contract Amendment #7 shall be coordinated through the City's Community Development Director.

Scope of Services

The attached Scope of Work (Exhibit A), dated June 20, 2007, defines the specific services and related costs to be provided by Consultant and Consultant's sub-contractor.

TIME OF PERFORMANCE

It is assumed that CONSULTANT will be given a notice to proceed with this Amendment No. 7 by August 3, 2007, and CONSULTANT will have the services completed by approximately August 30, 2007.

PAYMENT TO CONSULTANT

All payments shall be made in accordance with the process set forth in the existing contract between the City and CONSULTANT. The total cost for the proposed additional services, as set forth in the attached Scope of Work, shall not exceed \$28,586.00.

COORDINATION WITH ORIGINAL CONTRACT

Unless otherwise noted herein, the terms and conditions of the original Contract between City and Denise Duffy & Associates., dated November 10, 2005, as approved by the City Council on December 7, 2005, and thereafter amended, shall remain in full force and effect and all work referenced herein shall be performed in accordance therewith.

EFFECTIVE DATE

This Contract Amendment No. 7 is effective as of the date of execution by both parties.

IN WITNESS WHEREOF, duly authorized representatives of the City and of the CONSULTANT have executed this Contract Amendment No. 7 evidencing its issuance by City and acceptance by CONSULTANT.

CITY OF SOLEDAD, a municipal corporation

By: Maetia A Chapa
City Manager

Attest: Maetia A Chapa
City Clerk

DENISE DUFFY & ASSOCIATES

By: _____
Principal

Approved as to form:

City Attorney



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

MEMORANDUM

Date: June 20, 2007
To: Don Fleming, City of Soledad
From: Denise Duffy, DD&A, Inc.
Subject: Request for Contract Amendment (#7) to Budget for additional traffic analysis, plan for services and CTS aquatic sampling

Message: Denise Duffy & Associates (DD&A) is currently under contract with the City of Soledad to prepare an EIR for the Miravale III Subdivision Project. In the process of preparing the EIR, that the following additional tasks have been identified as necessary for the completion of the environmental review. The traffic additional analysis is necessary to comply with regional analysis consistent with study efforts conducted by the City. The Plan for Services is an additional task requirement outside the EIR and was presumed in the original scope of work for the EIR to be submitted by the applicant or his engineer. This Plan is required for the LAFCO application process. The CTC sampling is in reference to collection and lab testing of CTS to determine genetic of the species (and whether the species found are hybrids). Please see the individual consultant's scopes (attached) for details of the costs and services needed.

Estimated cost for Contract Amendment #7:

Task 7.1 Additional Traffic Analysis	\$7,500.00
Task 7.2 DD&A – Plan for Services	\$12,000.00
Task 7.1 CTS Aquatic Sampling/Genetic Testing Lab Fee	\$7,961.00
DD&A admin fee on above subconsultants	\$1,125.00
TOTAL	\$28,586.00

Tel: (831) 373-4341
Fax: (831) 373-1417
947 Cass Street, Suite 5
Monterey, CA 93940

Please review, and if you are in agreement with the terms of the amendment, please sign the attached authorization to proceed and fax back to our office as soon as possible. As always, please call with any questions or comments.

AUTHORIZATION TO PROCEED

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Note: If the scope, fee, terms of payment and conditions described in the Denise Duffy & Associates, Inc. attached memorandum are acceptable, please sign and return a copy of this authorization form for our files. Thank you.

Project Name: ADDITIONAL SERVICES (#7) FOR THE MIRAVALE III PROJECT

Accepted by (signature): Noelia F. Chapa **Dated:** Aug. 8, 07

Print Name: Noelia F. Chapa

Title: City Manager

On Behalf of: City of Soledad

Mailing Address: 248 Main Street, Soledad, CA 93960

Fee/Scope Confirmation:

4) AMENDMENT TO ORIGINAL CONTRACT BUDGET FOR ADDITIONAL TRAFFIC, PLAN FOR SERVICES, AQUATIC SAMPLING AND BIOLOGICAL ANALYSIS OF \$28,586.00 AS DESCRIBED IN THE MEMORANDUM DATED JUNE 20, 2007.

Existing Contract Date, if applicable: DECEMBER 7, 2005.

If invoice should be sent to a different person or location, please complete below:

Mailing Address: _____

Attention: _____

Return to: Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

EXHIBITS

"A" Hexagon Scope of Work (attached)

Exhibit "B"

Option A – Aquatic Labor

TASK #	Task Description	Project Manager	Wildlife Biologist	Task Total
	Rate	\$90	\$75	
1	Study Initiation	1	1	\$165
2	Field Work	16	16	\$2,640
<i>Total hours by person</i>		17	17	34
Total cost by person		\$1,530	\$1,275	\$2,805

Expenses	
Travel/Mileage	\$125
Materials	\$75
Communication (phone, fax, mail)	\$40
<i>Shaffer Lab Fees for Genetic Analysis</i>	\$4,000
Admin fee	\$636
Total Expenses	\$4,876

Total Budget:	\$7,681
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Tel: (831) 373-4341
 Fax: (831) 373-1417
 947 Cass Street, Suite 5
 Monterey, CA 93940

Exhibit "B"
Plan for Services Labor

SCOPE OUTLINE PLAN FOR SERVICES

Plan for Services scope includes preparation of Plan for Services as identified in the LAFCO application requirements for annexation. Assumes that engineering reports will be available or provided that will satisfy the engineering component of the plan. In additional engineering required, staff will need to request authorization for an increase in budget.

TASK #	Task Description	Project Manager	Wildlife Biologist	Task Total
	Rate	\$185	\$95	
1	Study Initiation	5	5	\$1,400
2	Preparation Draft Plan for Services	44	22	\$10,230
Total hours by person		49	27	76
Total cost by person		\$9,065	\$2,565	\$11,630

Expenses	
Travel/Mileage	\$100
Copying	\$99
Communication (phone, fax, mail)	\$123
Administration fee	\$48
Total Expenses	\$370

Total Budget	\$12,000
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HEXAGON TRANSPORTATION CONSULTANTS, INC.

April 30, 2007

Ms. Denise Duffy
Denise Duffy & Associates
947 Cass Street, Suite 5
Monterey, CA 93940

Dear Ms. Duffy:

This letter is being provided as a request for additional budget for the Miravale Phase III Specific Plan traffic analysis. This requested budget amendment would serve as a second request by Hexagon. The first budget amendment covered costs associated with the addition of a long-range (Year 2030) analysis that was not part of the original scope of work. Omni-Means consultants produced the Year 2030 forecasts and provided data that was used by Hexagon in the now completed traffic report for the Miravale project dated November 9, 2006.

In conjunction with City and Caltrans Staff, Omni-Means have revised the Year 2030 forecasts and city staff has requested that the Miravale Phase III traffic study be updated to reflect the revised forecasts. The original budget and first add-on have been consumed. The Year 2030 revision was not included as part of the original scope nor first add-on and budgets outlined in the July 5, 2005 scope of work and September 27, 2006 add-on request. Therefore, this second amendment request will cover costs associated with the revision of the traffic study to reflect the revised Year 2030 traffic forecasts produced by Omni-Means in April 2007. It is estimated that the additional work will cost \$7,500 (42 labor hours @ \$180/hour). Thus, this letter is being provided to you as an amendment to the current budget of \$52,800. The revised cost for the traffic impact analysis to include the Year 2030 revised analysis will be \$60,300.

We look forward to continue working with you on this project. If you have any questions, please do not hesitate to give us a call.

Sincerely,

Hexagon Transportation Consultants, Inc.

Robert Del Rio
Principal Associate



November 14, 2007

Denise Duffy
Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, California 93940

RE: AMENDMENT NO. 7 TO CONTRACT REGARDING MIRAVALLE III

Dear Ms. Duffy:

Enclosed is Amendment No. 7 to the Professional Services Agreement regarding the Miravale III EIR approved by the City Council on August 1, 2007. Please review and if acceptable, please sign the amendment, keep a copy for yourself and return the original to my attention. In turn, I will secure the City Attorney's signature and send you a copy. Also enclosed is a copy of Resolution No. 4062 *for your files*.

If you have any questions, please feel free to call me at 831/223-5012.

Sincerely,

A handwritten signature in cursive script that reads "Lupe A. Martinez".

LUPE A. MARTINEZ
Deputy City Clerk

Enclosures

