

Attachment C

This page intentionally left blank.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
EMC Planning Group, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work to provide a legally adequate Environmental Impact Report, including the details as set forth below:

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

- 1.1 General contract management and invoicing.
- 1.2 Subconsultants and project team coordination.
- 1.3 California Environmental Quality Act (CEQA) consultation and management services for County.
- 1.4 Regular email progress reports to County project manager.
- 1.5 Cost estimates provided for tasks are best estimates at the time of Agreement execution; actual invoiced task amounts may vary from the initial task estimates. An amendment to the Agreement is not required if the task allocated budget amount(s) do not exceed the overall Agreement not-to-exceed amount. In the event that the CONTRACTOR’s costs are to exceed the task allocated budget amount(s), CONTRACTOR shall notify County in advance and in writing to clearly describe how CONTRACTOR can achieve net fiscal neutrality. CONTRACTOR will provide the County with a written request with justification and cost estimate to request additional funding for unforeseen tasks that arise outside this scope of work and may exceed the allocated budget amount.

TASK 2 – ADMINISTRATIVE DRAFT EIR

CONTRACTOR shall prepare a new administrative draft EIR and update the previous proof draft EIR as follows:

- 2.1 *Responses to Revised Notice of Preparation (NOP)/Scoping Meeting*
 - County staff shall prepare and circulate a revised NOP.
 - CONTRACTOR shall review new responses to the NOP and ensure issues are addressed, as appropriate.
 - Should new issues arise that are not already addressed in the EIR or the scope of this Agreement, and County staff directs CONTRACTOR to address them, County and CONTRACTOR shall discuss whether additional scope and budget is necessary.
 - CONTRACTOR shall include responses to all versions of the NOP in an appendix to the draft EIR.
 - CONTRACTOR shall attend an EIR scoping meeting.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2.2 Project Description

CONTRACTOR shall revise the project description based upon the current 2020 draft Moss Landing Community Plan (MLCP) Update and include the following individual project development projects:

- Monterey Bay Aquarium Research Institute (PLN080006) General Development Plan.
- Gregg Drilling (PLN090039) General Development Plan.
- Moss Landing Marine Laboratories (MLML) (PLN080071) General Development Plan.
- Moss Landing Road Street and Drainage Improvements Project (10-156565 PW).

2.3 Revised Thresholds of Significance

CONTRACTOR shall use the example initial study checklist, updated by the State Office of Planning and Research revised CEQA Guidelines Appendix G, to assist in updating and evaluating environmental impacts and their level of significance and update the EIR using this current list of questions.

2.4 Air Quality, Greenhouse Gas Emissions (GHG), and Energy

- CONTRACTOR shall update the computer modeling based on the current version of the California Emissions Estimator Model (CalEEMod).
- CONTRACTOR shall provide significant revisions to the GHG section of the EIR with updated modeling and to address changes in assessment and mitigation analysis of GHG emissions based on State legislation and case law.
- CONTRACTOR shall incorporate analysis of Energy Resources, which are now evaluated in CEQA documents.
- County staff shall provide an assumed buildout year for the community plan as input to the modeling process.

2.4.1 CalEEMod

CONTRACTOR shall use CalEEMod to model construction and operational criteria air pollutants and GHG emissions' volumes as well as to estimate electricity and natural gas demand with buildout of the proposed land uses. Model methodology, assumptions, and results will be included.

2.4.2 Air Quality

CONTRACTOR shall revise the air quality section of the EIR based on the updated modeling and any applicable updates from the air district and its CEQA Guidelines.

Greenhouse Gas Emissions

- CONTRACTOR, in consultation with the County, shall determine a threshold of significance approach to assess Greenhouse Gas Emissions which incorporates current legislation and case law.
- CONTRACTOR shall model in CalEEMod the GHG emissions for the individual proposed projects and for the community plan to ensure full disclosure of potential environmental impacts.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- CONTRACTOR shall develop appropriate mitigation reflecting the threshold of significance approach utilized.
- CONTRACTOR shall analyze emissions from individual planned projects and the overall community plan projected emissions increase, and consequently assumes no separate CalEEMod runs would be needed to quantify individual emissions volumes.
- CONTRACTOR shall include information about the global, statewide, and local climate change setting and science; health and environmental effects of climate change; and statewide and local legislation and regulations that bear on assessing GHG impacts of the project in the GHG section of the EIR.

2.4.3 Energy

- CONTRACTOR shall use qualitative thresholds of significance for energy impacts.
- CONTRACTOR shall use the Emissions Factor model (EMFAC) to quantify vehicle fuel demand.
- CONTRACTOR shall use CalEEMod to model electricity and natural gas demand.
- CONTRACTOR shall present key related state legislation and regulations to provide context for energy efficiency and conservation goals.

2.5 Biological Resources

2.5.1 CONTRACTOR's biologist shall conduct a one-day survey of the community plan area to verify the habitats assessed in reconnaissance-level field surveys conducted by the CONTRACTOR in 2012 and 2013, and update the various associated biological resources maps as necessary.

2.5.2 CONTRACTOR shall update two (2) tables, the Special-Status Plants Potentially Occurring in the Plan Area, and Special-Status Terrestrial Animals Potentially Occurring in the Plan Area, using 2021 data from the California Natural Diversity Data Base (CNDDB).

2.6 Hydrology and Water Quality

2.6.1 CONTRACTOR shall update the water supply assessment (WSA) due to changes in the development buildout table.

2.6.2 CONTRACTOR shall update the Public Services (Water) section of the EIR to reflect updates to the water supply assessment.

2.6.3 CONTRACTOR shall update the WSA to account for changes to the Moss Landing Community Plan, as well as:

- Update baseline water demand;
- Extend projections from 2035 to 2045;
- Review data from recent drought conditions and incorporate as needed;
- Account for significantly changed water supply development and groundwater basin management conditions.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- 2.6.4 CONTRACTOR’s WSA shall provide a comparison of projected water supplies and demands to form the basis for an assessment of water supply sufficiency for the MLCP.
- 2.6.5 CONTRACTOR shall extend the analysis to 2045 and address water demands in five (5) year increments and fulfill SB 610 WSA requirements.
- 2.6.6 CONTRACTOR shall closely work with the County staff to update the 2015 Public Draft Update of the water supply evaluation. The update will incorporate revised information regarding the MLCP buildout size and water use as well as extending the projections to 2045.
- 2.6.7 CONTRACTOR shall update the current baseline water use to current conditions.
- 2.6.8 CONTRACTOR update of water supply evaluation shall account for the significantly changed groundwater basin management conditions with the Sustainable Groundwater Management Act (SGMA), including the Salinas Valley Basin Groundwater Sustainability Agency’s Combined Groundwater Sustainability Plan (GSP), subsequent annual reports as needed, and June 2021 Department of Water Resources review of the GSP.

Task 1. Data Acquisition and Review:

CONTRACTOR will acquire and review relevant updated information obtained from:

- Pajaro Sunny Mesa Community Services District (PSMCSD) for recent past and current Moss Landing water demand (water production, deliveries, connections).
- Projected buildout conditions, including any updated square footage values for commercial and industrial development and updated number of residential units.
- Projected water use rates for the additional development. If they are not available, reasonable water use rates from similar developments will be used.
- CONTRACTOR shall confirm previous WSA edits, for example, pertaining to inclusion of population projections.

Task 2. Water Supply and Demand Assessment:

- CONTRACTOR shall evaluate water supply and demand for the MLCP during normal and drought conditions with projection to the year 2045.
- CONTRACTOR shall compare water supply and demand to assess the sufficiency of water supply for the MLCP in light of the Moss Landing area’s total water supply and demand.
- CONTRACTOR shall appropriately document PSMCSD plans for water supply augmentation should supply be deemed insufficient.
- CONTRACTOR shall include a brief discussion of County policies regarding development in the MLCP as part of the base scope, if requested by the County.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Assess Water Demand

- CONTRACTOR shall compare provided MLCP water demand numbers to general water duty factors to assess reasonableness of the water use estimates for the various water uses.
- CONTRACTOR shall use reasonable estimates, based on evidence, should water demand numbers not be available.
- CONTRACTOR shall update the tables of the 2015 WSA with the new MLCP information as well as with updated current and projected PSMCSD demand information.

Assess Water Supply

- CONTRACTOR will update the documentation of groundwater as required by Water Code Section 10910 to include review and update as needed to WSA sections on local groundwater use.
- CONTRACTOR will describe the Salinas Valley Basin GSP and related documents as well as explain how SGMA management is relevant to the MLCP.
- CONTRACTOR shall include review and update of existing text on other water sources (e.g., desalination, recycled water).
- CONTRACTOR shall update climate data in the 2015 WSA table and figure to current climate conditions.
- CONTRACTOR shall provide a summary table to document existing and planned water supplies in five- (5-) year increments to 2045.
- CONTRACTOR shall update the summary table of water supply for normal and dry years.

Comparison of Supply and Demand and Sufficiency Determination

CONTRACTOR shall provide discussion assessing the sufficiency of water supply for the MLCP, including comparing the total water supply and demand for the PSMCSD service area with and without the MLCP under normal conditions with a projection in five- (5-) year increments to 2045. Discussion also will address the projected water supply and demand under single-year and multi-year drought conditions and provide updated tables.

Potential Mitigations or Alternatives

Should analysis indicate current water supply is insufficient, CONTRACTOR shall provide discussion of potential mitigation solutions, such as:

- Briefly describing ongoing water management planning and PSMCSD plans for acquiring additional water supply.
- Potential options for demand reductions showing various reductions in MLCP development and associated reduction in proposed water use.
- Incorporating a phased approach to the development where later phases may only occur if alternative water supplies are secured or regional efforts to resolve overdraft are amenable to more water use.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Task 3. Reporting

CONTRACTOR shall include preparation of an administrative draft, a draft and final updated WSA report.

Task 4. Project Coordination and Meetings

- CONTRACTOR shall provide project management and coordination between the parties.
- CONTRACTOR's attendance at in-person meetings is not included in this scope of work.

2.7 Noise

CONTRACTOR shall revise this section to include an updated environmental noise assessment, the scope of which shall include:

- 2.7.1 Review of existing documents that may contain noise data pertinent to the community plan update.
- 2.7.2 Utilize data contained in such reports to the extent that may be appropriate.
- 2.7.3 Document existing ambient noise levels within the plan area by conducting 24-hour noise measurements at up to four (4) representative locations within the plan area. Identify major sources of community noise within the plan area and develop generalized noise exposure information for those sources for existing conditions. Known sources of noise in the area include State Route 1 and commercial/industrial uses.
- 2.7.4 Develop future noise exposure information for potential new transportation and stationary noise sources in the community plan area, including prospective projects identified by Monterey County. This task also will include consideration of potential short-term noise impacts related to construction of roadways and other infrastructure improvements in the plan area. Future traffic noise in the community plan area will be quantified based upon the Federal Highway Administration (FHWA) Traffic Noise Model and traffic data included in the Fehr & Peers traffic report.
- 2.7.5 Compare project-related noise levels within the plan area to applicable Monterey County noise compatibility criteria, draft MLCP policies, and the CEQA guidelines. Prepare generalized recommendations for noise mitigation as may be required.
- 2.7.6 Prepare a report describing the methods, data, findings and recommendations for noise mitigation. The report and exhibits will be structured to facilitate incorporation into the community plan update and the Draft EIR.

2.8 Transportation

CONTRACTOR shall revise this EIR section to include Vehicle Miles Traveled (VMT) analysis and, as an optional task, an updated Level of Service (LOS) Analysis (Attachment 1).

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Task 1. VMT Methodology and Thresholds

CONTRACTOR shall use the County's VMT Thresholds for residential, employment, retail, and various supporting land uses. The Association of Monterey Bay Area Government (AMBAG) travel model will be used to develop the VMT thresholds and VMT forecasts.

1.1 Travel Model Review and Refined Scope and Budget for Dynamic Testing and Calibration

Prior to commencement of static validation and dynamic testing for the AMBAG travel model, CONTRACTOR shall review the roadway network and land use inputs of the demand model, work with the County to assess the amount of validation and testing needed and prepare a detailed scope and budget for this work.

1.2 Static Validation and Dynamic Tests of Travel Demand Forecasting Model in the Study Area

CONTRACTOR shall conduct static validation and dynamic testing for the AMBAG travel model. The AMBAG travel model does not include travel model sensitivity testing or "dynamic" validation which is a requirement of the RTP guidelines and encompasses other potential legal benchmarks for travel model acceptability.

CONTRACTOR shall conduct sensitivity tests to determine the travel model's ability to accurately predict travel demand changes due to land use and network changes at the scale necessary for the proposed project.

CONTRACTOR's tests shall include static validation on major roadways within the project study area (up to five (5) roadway locations).

CONTRACTOR shall conduct 72-hour roadway segment counts at five (5) locations and purchase trip distance data from StreetLight for up to ten (10) zones for the local static validation. Diagnostic Tests for Model Sensitivity shall include the following but may be refined.

- Test 1: Increase residential land use
- Test 2: Increase retail land use
- Test 3: Add a Major Roadway Link near the Project
- Test 4: Change Speed/Flow Curve
- Test 5: Delete a Major Roadway Link near the project

CONTRACTOR shall provide the base year and future year land use summary for review by the County.

Deliverable: Brief technical memorandum to document methods and findings to include:

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- Summary of static validation results near the project site without modifications to the travel model.
- Summary of base year and future year land use inputs.
- Summary of future year roadway inputs.
- Discussion of the diagnostic tests.
- Recommendations on the AMBAG travel model updates for this analysis.

1.3 VMT Metric

CONTRACTOR shall provide VMT results on a per-person (per-employee daily VMT or per-capital daily VMT) for office and residential land uses. Retail shall be evaluated as total VMT.

1.4 Model to Calculate VMT

CONTRACTOR shall use the AMBAG travel model for the MLCP VMT estimates in order to be consistent with the County's VMT methodology.

CONTRACTOR shall coordinate with County staff and AMBAG to obtain the latest version of the travel model for this analysis.

1.5 VMT Impact Significance Threshold

CONTRACTOR shall coordinate with County staff to confirm the appropriate land use categories to represent the project. CONTRACTOR has been provided countywide VMT impact significance thresholds for various land use types with the intent of the thresholds to:

- Ensure that the environmental impacts of traffic, such as noise, air pollution, and safety concerns, continue to be properly addressed and mitigated through the California Environmental Quality Act (CEQA).
- More appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

1.6 VMT Impact Mitigation Actions

CONTRACTOR shall work with the County to identify appropriate transportation demand management (TDM) to consider as potential actions to mitigate VMT impacts, if any. Specific actions will be dependent on the VMT results.

Deliverable (Tasks 1.3 – 1.6): CONTRACTOR shall attend and present at one (1) meeting with County staff to confirm VMT methodology, thresholds and potential mitigation actions.

Task 2: Trip Generation Update

- 2.1 CONTRACTOR shall review the latest project description and compare with the assumptions used in the previous Transportation Impact Analysis (TIA).

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- 2.2 CONTRACTOR shall document any changes in land use assumption to include land use type and quantity and compare updated trip generation estimates to those included in the previous TIA.
- 2.3 CONTRACTOR shall work with County staff to review trip generation updates and determine whether the intersection level of service (LOS) analysis in the previous TIA requires updating as an optional task.

Deliverable: CONTRACTOR shall provide summary tables documenting changes in land use and trip generation.

Task 3: VMT Impacts and Mitigations

Once the VMT approach and project trip generation estimates are confirmed, the environmental analysis portion of the transportation analysis will proceed. This environmental analysis of the transportation system will use the VMT evaluation methods and thresholds prepared in Task 1 and trip generation estimates prepared in Task 2.

3.1 VMT Evaluation

CONTRACTOR shall, using the travel demand model and methodology described in Task 1, estimate VMT using the AMBAG travel model for four (4) study scenarios (AMBAG travel model base year and Cumulative conditions without and with the Project).

CONTRACTOR shall estimate and summarize total VMT and VMT per service population for the four scenarios.

CONTRACTOR shall provide summary tables to document total VMT and VMT per capita for each of the four (4) study scenarios (Existing, Existing Plus Project, Cumulative, and Cumulative Plus Project) at the Project and countywide geographic scales.

CONTRACTOR shall compare VMT results against the countywide thresholds to determine if the Project would result in a significant impact.

CONTRACTOR shall participate in a conference call to explain and discuss the VMT estimates with the Project team to describe:

- Why each of the study scenarios is relevant to setting thresholds and evaluating impacts.
- How the Project's VMT (generated and effects) relates to changes in the no-Project scenarios.

CONTRACTOR shall be provided with direction on which comparisons should be included in the environmental documentation due to the number of estimates and possible comparisons.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

3.2 Mitigation Evaluation

CONTRACTOR shall, based on the analysis conducted in subtask 3.1 and the mitigation options identified in Task 1.5, identify possible VMT mitigation approaches to mitigate VMT impacts, if any, resulting from the Project's implementation. Results will be presented based on data included in the County's TDM matrix and building-level VMT reduction actions. CONTRACTOR has included 40 staff hours to quantify VMT reductions.

Task 4: Additional CEQA Impact Determination

CONTRACTOR shall evaluate criteria to determine significant impact to the Project to include:

- Plan Conflict: The Project would conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.
- Hazard Impact: The Project would substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
- Emergency Access Impact: The Project would result in inadequate emergency vehicle access.

Task 5: Update TIA Report

CONTRACTOR shall incorporate VMT analysis results into the Moss Landing Community Plan TIA as a separate chapter.

CONTRACTOR shall address County staff questions/comments and any corrections and prepare a final TIA for public review and circulation with the environmental document. Responding to comments requiring additional technical analysis or additional staff time may be considered an additional service.

Task 6: Updated Level of Service Analysis

Transportation Impact Analysis prepared in 2019 to include the new project description that reflects the refined land use assumptions for the community plan. Details on this scope are included in Attachment 1.

2.9 Tribal Resources

CONTRACTOR shall address, in this new section of the EIR, the County's consultation process with the local tribes identified by the Native American Heritage Commission.

2.10 Wildfire

CONTRACTOR shall discuss wildfire in the section titled Other Environmental Effects Determined to be Less Than Significant. The MLCP area, while in a wildland urban interface zone, is not in a fire hazard severity zone.

2.11 Alternatives

CONTRACTOR shall update this section of the EIR based upon the updated analysis throughout the revised administrative draft EIR.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2.12 Miscellaneous Updates

CONTRACTOR shall make other various miscellaneous updates throughout the EIR, such as including current population figures, update of existing conditions at the power plant and Moss Landing Business Park, update of existing conditions associated with public services and utilities, etc.

2.13 Production and Delivery

2.13.1 CONTRACTOR shall produce the administrative draft EIR as one (1) complete PDF, including figures, with separate PDF appendices.

2.13.2 CONTRACTOR shall also provide Word documents through Drop Box.

2.13.3 County shall provide to CONTRACTOR one (1) complete Word document, with edits and comments made with Track Changes and in Comment form, to be copied into CONTRACTOR's original document. Only changes made in Track Changes and Comment form will be included.

TASK 3 – PROOF DRAFT EIR

3.1 CONTRACTOR shall revise the administrative draft EIR to incorporate County staff comments.

3.2 CONTRACTOR shall provide an electronic version of the proof draft EIR and appendices in Microsoft Word and a web-ready format. No printed copies will be provided.

TASK 4 – PUBLIC REVIEW DRAFT EIR

4.1 CONTRACTOR shall revise the proof draft EIR to incorporate County staff comments.

4.2 CONTRACTOR shall provide one (1) electronic version of the public review draft EIR and appendices in a web-ready format. No printed copies will be provided.

TASK 5 – ADMINISTRATIVE FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

5.1 CONTRACTOR shall obtain and evaluate comments received during the public review period and prepare the administrative final EIR to include:

5.1.1 Revised summary (if necessary)

5.1.2 List of all agencies and individuals commenting on the draft EIR

5.1.3 Comments received during the public review period for the draft EIR and responses to those comments.

5.1.4 Changes to the draft EIR (if necessary)

5.1.5 Mitigation Monitoring and Reporting Plan (MMRP) in the County format.

5.2 CONTRACTOR shall provide one (1) electronic copy to the County for review and comment.

5.3 CONTRACTOR assumes receipt of up to 15 comment letters, two (2) of which may be multiple pages, and that no new analysis will be required to respond to comments. Additional effort may require a budget amendment.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

TASK 6 – FINAL EIR AND MMRP

- 6.1 CONTRACTOR shall prepare the final EIR based upon comments received from County staff.
- 6.2 CONTRACTOR shall provide one (1) electronic copy of the final EIR.
- 6.3 County distributes the final EIR to those who commented on the draft EIR, the public, and decision makers.

TASK 7 – PUBLIC HEARINGS

CONTRACTOR will attend up to three (3) public hearings for certification of the EIR and be available to answer questions posed by the Planning Commission and Board of Supervisors.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$335,714.79 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

****THIS SECTION INTENTIONALLY LEFT BLANK****

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Moss Landing Community Plan Update EIR (2024 Contract) Updated January 3, 2024												
Task	EMC Planning Group Inc.										Total Hours	Total Cost
Staff	Senior Principal	Senior Planner	Associate Planner	Principal Biologist	Senior Biologist	Assistant Biologist	Graphics	Production Manager	Admin./ Production			
Billing Rate (Per Hour)	\$295.00	\$205.00	\$175.00	\$225.00	\$185.00	\$125.00	\$140.00	\$125.00	\$115.00			
1. Project Management and Administration	6	22	0	0	0	0	0	0	5	33	\$6,855.00	
2. Admin Draft EIR	24	93	116	2	10	12	16	8	0	281	\$53,485.00	
3. Proof Draft EIR	4	12	6	0	2	0	2	8	0	34	\$6,340.00	
4. Public Review Draft EIR	2	5	4	0	2	0	1	4	3	21	\$3,670.00	
5. Administrative Final EIR and MMRP	4	48	36	2	0	0	0	4	4	98	\$18,730.00	
6. Final EIR and MMRP	0	12	20	0	0	0	0	0	0	32	\$5,960.00	
7. Public Hearings (3)	4	9	0	0	0	0	0	0	0	13	\$3,025.00	
Subtotal (Hours)	44	201	182	4	14	12	19	24	12	Total Hours	Total Cost	
Subtotal (Cost)	\$12,980.00	\$41,205.00	\$31,850.00	\$900.00	\$2,590.00	\$1,500.00	\$2,660.00	\$3,000.00	\$1,380.00	512	\$98,065.00	
Additional Costs												
Production Costs											\$50.00	
Travel Costs (Scoping Meeting)											\$25.00	
Postal/Deliverables											\$0.00	
Miscellaneous											\$25.00	
Administrative Overhead 15%											\$15.00	
Total											\$115.00	
Subconsultant Fees												
Fehr & Peers											\$124,000.00	
Todd Groundwater											\$25,436.00	
WJV Acoustics											\$7,850.00	
Subconsultant Overhead 15%											\$23,582.90	
Total											\$180,878.90	
Total Costs												
											\$279,058.90	
Contingency for Unforeseen Tasks (10%)												
											\$27,905.89	
Total Costs with Contingency												
											\$306,964.79	
Optional Tasks												
LOS Analysis (Fehr & Peers)											\$25,000.00	
Subconsultant Overhead 15%											\$3,750.00	
Total											\$28,750.00	

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR’S BILLING PROCEDURES

Reallocation of unused funds from one to another shall be allowed, subject to review by HCD Finance, Counsel and/or Auditor-Controller, and agreed to by amendment to this Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County 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.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

****THIS SECTION INTENTIONALLY LEFT BLANK****

ATTACHMENT 1 – Level of Service

Optional Task to Professional Services Agreement between the County of Monterey and EMC Planning Group, Inc.

Transportation Impact Analysis (TIA) Update

CONTRACTOR shall update the 2019 TIA to include the new project description reflecting the refined land use assumption for the Community Plan.

CONTRACTOR understands that the Monterey Bay Aquarium Research Institute (MBARI) near-term project has been modified while the project descriptions for the Moss Landing Marine Lab (MLML) and Gregg Drilling have not changed.

CONTRACTOR shall include in the TIA four (4) intersections that were previously analyzed.

- Highway 1 / Dolan Road
- Highway 1 / Moss Landing (North)
- Highway 1 / Moss Landing (South) – Potrero Road
- Highway 1 / Merritt Road (Highway 183)

CONTRACTOR understands the 2018 TIA to include the following analysis scenarios for the intersection analysis:

- Scenario 1** *Existing Conditions* – Existing traffic volumes obtained from April 2018 counts.
- Scenario 2a** *Existing + MBARI conditions* – Existing volumes plus volumes generated by the MBARI development project.
- Scenario 2b** *Existing + MLML conditions* – Existing volumes plus volumes generated by MLML development projects.
- Scenario 2c** *Existing + Gregg conditions* – Existing volumes plus volumes generated by the Gregg Marine development project.
- Scenario 3** *No Project Cumulative Analysis* – Year 2030 cumulative traffic volumes consisting of Existing volumes with through traffic adjusted by a growth factor, plus traffic from approved (but not constructed projects) within the Moss Landing Community Plan Area.
- Scenario 4** *Community Plan Cumulative Analysis* – Year 2030 cumulative traffic volumes plus volumes generated by the full Community Plan build-out and the three individual development projects listed above (MBARI, MLML and Gregg).

Task 1: Develop Trip Generation Estimates for the Community Plan and MBARI Development

- 1.1 CONTRACTOR shall update the trip generation estimates for the Community Plan area and MBARI based upon new proposed programming.

ATTACHMENT 1 – Level of Service

- 1.2 CONTRACTOR shall develop trip generation estimates using Institute of Transportation Engineers (ITE) rates or other engineering sources.
- 1.3 CONTRACTOR shall use the trip generation rates from the 2008 MBARI Master Plan Update Traffic Impact Analysis.

Task 2: Update Existing + MBARI Conditions

- 2.1 CONTRACTOR shall update analysis results for Existing + MBARI Conditions (Scenario 2a) based upon trip generation estimates.
- 2.2 CONTRACTOR assumes that Existing Conditions (Scenario 1) will not be updated and will utilize the 2018 analysis.
- 2.3 CONTRACTOR shall conduct the intersection analysis using Synchro analysis software and incorporate analysis methods from the Highway Capacity Analysis HCM 6th Edition.

Task 3: Update Cumulative No Project Conditions

CONTRACTOR shall update the analysis for Cumulative No Project Conditions (Scenario 3) to the year 2030 by applying a growth rate. CONTRACTOR shall determine the growth rate using historical traffic counts and AMBAG travel demand model information.

Task 4: Update Community Plan Cumulative Conditions

CONTRACTOR shall conduct intersection level of service analysis for the four (4) study intersections for Scenario 4.

Task 5: Identify Impacts and Mitigation Measures

- 5.1 CONTRACTOR shall identify significant impacts using appropriate criteria for each travel mode and circulation issue.
- 5.2 CONTRACTOR shall identify project impacts by comparing the results of the level of service calculations for Existing + MBARI Conditions to the results for Existing Conditions.
- 5.3 CONTRACTOR shall identify Year 2030 (cumulative) impacts of the proposed Community Plan by comparing the results of the level of service calculations for Scenario 4 to Scenario 3 utilizing County and Caltrans TIA guidelines.
- 5.4 CONTRACTOR will recommend, for significant impacts, feasible mitigation measures to reduce impacts to a less than significant level where possible.
- 5.5 CONTRACTOR shall assess the proposed and planned improvements within the study area as to how well these improvements address either impacts or safety concerns and include the assessment in the study documentation.

ATTACHMENT 1 – Level of Service

Task 6: Update TIA Report

- 6.1 CONTRACTOR shall update the TIA report based upon the analysis results and submit an administrative draft for review and comment.
- 6.2 CONTRACTOR shall address comments and make corrections to the document and prepare a draft report for review by County staff.
- 6.3 CONTRACTOR shall address County staff questions/comments and any corrections and prepare a final TIA for public review and circulation with the environmental document.
- 6.4 CONTRACTOR includes up to 12 staff hours to respond to comments on the administrative draft and draft reports. Comments requiring additional technical analysis or additional staff time will be considered an additional service.

Task 7: EIR Respond to Comments

CONTRACTOR includes up to eight (8) staff hours to respond to comments generated during the public review process of the environmental document. Comments requiring additional technical analysis or additional staff time will be considered an additional service.

This page intentionally left blank