

Attachment A

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(\$100,000 AND LESS)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
EMC Planning Group, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide an Environmental Impact Report for the Mid Valley Shopping Center

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 94,638.50.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 28, 2020 to July 28, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** **Scope of Services/Payment Provisions**
- Exhibit B** **Revision to Paragraph 8, Indemnification, of Agreement**

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this

Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

Please refer to Exhibit B of Agreement.

JKW NGV 7/13/20
Contractor's Initials Date

~~8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.~~

Please refer to Exhibit B of Agreement.

JWA HG 7/13/20
Contractor's Initials Date

~~8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.~~

~~8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.~~

Please refer to Exhibit B of Agreement.

JWA HG 7/13/20
Contractor's Initials Date

9. INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst <hr/> Name and Title 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527 <hr/> Address (831) 755-8966 <hr/> Phone	Teri Wissler Adam, Senior Principal <hr/> Name and Title 301 Lighthouse Avenue, Suite C Monterey, California 93940 <hr/> Address (831) 649-1799 <hr/> Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the

effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹ _____
DocuSigned by:

By: Brian P. Briggs
B162DTAF861147F

Date: 7/16/2020
County Counsel

Approved as to Fiscal Provisions² _____
DocuSigned by:

By: Gary Giboney
D3834BFEC1D8449

Date: 7/16/2020
Auditor/Controller

Approved as to Liability Provisions³ _____

By: _____
Risk Management

Date: _____

EMC Planning Group, Inc.

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Michael J. Groves, President
Name and Title

Date: 7/14/20

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

Teri Wissler Adam, Vice President
Name and Title
Secretary

Date: 7/13/20

*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.

¹Approval by County Counsel is required only if changes are made to the standard provisions of the PSA

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A - SCOPE OF SERVICES/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"**

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.0

Project Understanding**1.1 Location and Setting**

The Mid-Valley Shopping Center (project site) is located at 9550 Carmel Valley Road in unincorporated Monterey County (Accessor's Parcel Numbers 169-234-007 and 169-234-008). The project site is developed with a one-and two-story commercial complex consisting of five commercial buildings within an approximately six-acre parcel on the south side of Carmel Valley Road between Dorris Drive and Berwick Drive. The project site is surrounded by other roadside commercial uses to the west and east, multi-family and single-family residential uses to the south, and rural residential neighborhoods across Carmel Valley Road to the north. The configuration and layout of the buildings on the site appear much the same as they did when originally constructed in 1967. The complex includes the five buildings, parking lots, and landscaping, courtyard and pedestrian walkways.

According to the plans available on the County website, Building A is located on the southern portion of the site and currently consists of six tenant spaces including a Safeway grocery store and Jeffreys Grill, among others; Building B is located on the southeast corner of the site and currently consists of seven tenant spaces, including the Carmel Valley Coffee Roasting Company, and maintenance areas; Building C is located on the eastern portion of the site and currently includes 12 tenant spaces including Mid-Valley Storage; Building D is a detached building located near the northeast corner of the site that is currently occupied by Ace Hardware; Building E is located at the northwest corner of the site and is currently occupied by an auto repair shop.

Eave extensions on Buildings A and C provide covered walkways along the facades of each building and a covered walkway extends from Building A to Building C providing a covered pedestrian connection between the two buildings.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.2 Project Description

The County of Monterey Resource Management Agency (County) received an application for Design Approval (PLN190140) in May 2019 for proposed exterior alterations and site improvements at the Mid-Valley Shopping Center.

A review of the plans indicates that many of the upgrades are cosmetic. The proposed exterior alterations include painting the building exteriors including window trim and roof facias; wrapping select aggregate concrete columns in a hardy board material that mimics rough-sawn siding; removal of the covered walkway connecting Building A and Building C; and alterations to eight roof areas on several of the buildings to provide better visibility of the tenant spaces. The major components of the roof structure would remain in these areas with the facia and major roof joists being visible. The roof areas at six corners would be removed exposing the facia and joists and substituting a bronzed aluminum decorative panel. The panels would be attached to the remaining joists and facia. New exterior paint colors, new wood vertical siding at walls and select columns and new metal roofing at the entry gable on Building C. The proposed colors include earth-inspired soft light to medium colors, including tans, sage-like greens, and blues. Select roof elements would be upgraded to include a standing-seam steel material in a non-reflective silver tone. The project also includes replacement of the portions of the existing landscaping with drought-tolerant landscaping.

1.3 Design Approval Process – Carmel Valley Master Plan

In accordance with County Code Section 21.44, the proposed project is subject to the Design Approval process. Design Approval is the review and approval of the exterior appearance, location, size, materials and colors of proposed structures, additions, modification and fences located in Design Control overlay. Design Control overlay are those areas of the County which include "D" (design control) "S" (Site Plan Review) or "VS" (Visual Sensitivity) in their zoning as well as all parcels in the Carmel Land Use Plan. The purpose of Design Approval is to protect the public viewshed, neighborhood characters, and the visual integrity of development with Design Control Districts. The Carmel Valley Master Plan provides specific land use guidance and design guidelines for projects within the Carmel Valley Land Use Plan. Carmel Valley Master Plan Supplemental Policies (most recent updated by the County in 2013) further elaborate requirements for design review in Policy CV-1.20:

"Design ("D") and site control ("S") overlay district designations shall be applied to the Carmel Valley area. Design review for all new development throughout the Valley, including proposals for existing lots of record, utilities, heavy commercial, and visitor accommodations, but excluding minor additions to existing development where those changes are not conspicuous from outside of the property, shall consider the following guidelines:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- a. Proposed development encourages and furthers the letter and spirit of the Master Plan.
- b. Development either shall be visually compatible with the character of the valley and immediate surrounding areas or shall enhance the quality of areas that have been degraded by existing development.
- c. Materials and colors used in construction shall be selected for compatibility with the structural system of the building and with the appearance of the building's natural and man-made surroundings.
- D Structures should be controlled in height and bulk in order to retain an appropriate scale.
- c. Development, including road cuts as well as structures, should be located in a manner that minimizes disruption of views from existing homes.
- f. Minimize erosion and/or modification of landforms.
- g. Minimize grading through the use of step and pole foundations."

Design Approvals for simple, non-controversial projects may be approved by Planning staff, while more complex projects will be referred to neighborhood Land Use Advisory Committees and the Zoning Administrator. In the case of the proposed project, Planning staff referred the application to the Carmel Valley Land Use Advisory Committee (LUAC) where it was presented to the LUAC over the course of two meetings (July 15, 2019 and December 2, 2019).

1.4 Project Background

During the course of the administrative review and evaluation by the LUAC, a number of public comments were received, including questions regarding the historicity of the site and disagreement with a historic evaluation prepared by Dr. Anthony Kirk. In addition, the applicants had started painting the building exteriors (for which no permit is required), and in response to comments from the public, the County issued a stop work order.

Given the age of the Mid-Valley Shopping Center and local concern over potential historical significance due to the architect of record, Olof Dahlstrand, the County had asked the applicant to provide a phase one historic assessment. Dr. Anthony Kirk, a County-qualified architectural historian, prepared a phase one historic assessment on behalf of the applicant (September 2019). Dr. Kirk concluded that while the shopping center is associated with the development of Carmel

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Valley, no evidence exists that would support its architectural importance as required for Criterion A of the National Register of Historic Places or Criterion 1 of the California Register of Historical Resources. In addition, Dr. Kirk concluded that the center does not have an association with an individual with significant national, state, or local history. This assessment, therefore, determined that the site was not historically significant as it did not meet the criteria for eligibility for listing as an individual resource in the National Register of Historic Places, the California Register of Historical Resources, or the Monterey County Register of Historic Resources. Therefore, the project site would not be considered a historic resource for purposes of the California Environmental Quality Act (CEQA).

At the request of the Carmel Valley Association, Page & Turnbull prepared both a preliminary opinion memo in direct response to Dr. Kirk's assessment (dated October 29, 2019) as well as a separate phase one historic assessment in the form of Department of Parks and Recreation (DPR) 523A and 523B forms for the Mid-Valley Shopping Center at 9550 Carmel Valley Road, Carmel Valley (dated November 18, 2019). Page & Turnbull's preliminary opinion indicated that the Mid-Valley Shopping Center is eligible for listing as an individual resource in the National Register of Historic Places and California Register of Historical Resources. Page & Turnbull also preliminarily concluded that the center is significant at the local level for its association with architect Olof Dahlstrand, and as a good example of the architect's work on multi-unit commercial complexes within a period of significance of 1966-1967. In addition, Page & Turnbull indicated that the center meets requirements for listing in the County Register. It was Page & Turnbull's preliminary opinion that the center should be considered a historic resource for the purposes of CEQA. Dr. Kirk provided a written rebuttal in response to Page & Turnbull's preliminary opinion (dated November 4, 2019) that disagreed with Page & Turnbull's initial assessment, questioning their characterization of the center as a "suburban shopping center" as well as the ability for the property to retain "a good degree of integrity" relative to the original design.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.0

Approach & Methodology

The proposed project is consistent with the Carmel Valley Master Plan and 2010 Monterey County General Plan. The proposed project consists of minor alterations and cosmetic treatments to an existing shopping center for which an administrative design approval is required. No discretionary approvals are required for the proposed project, and absent the opposing historic reports, the proposed project would either not be subject to CEQA or would qualify for a categorical exemption.

Although the proposed project has generated local controversy, the CEQA Guidelines Section 15064 (f)(4) states, "The existence of public controversy over the environmental effects of a project will not require preparation of an EIR if there is no substantial evidence before the agency that the project may have a significant effect on the environment."

CEQA Guidelines Section 15064(g) states, "After application of the principles set forth above in Section 15064(f), and in marginal cases where it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, the lead agency shall be guided by the following principle: If there is disagreement among expert opinion supported by facts over the significance of an effect on the environment, the Lead Agency shall treat the effect as significant and shall prepare an EIR."

In light of the differing conclusions of the two historic assessments, and given that there are no discretionary approvals required for the project, the County is requesting a proposal for the preparation of a ~~focused~~ EIR to analyze the project's effects to the potentially significant resource.

MEK SWA
Contractor's Initials

7/14/20 7/13/2012
Date

This proposal includes the preparation of a third historic resource evaluation to assess the property's eligibility to be included on the National Register of Historic Places, California Register of Historical Resources, and the Monterey County Register of Historic Resources, and to identify the property's historic significance. The report will include an analysis of the integrity of the property's historic character. If the property is determined to be eligible to be included on one or more of the

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

afore-mentioned registers, the technical analysis will include an evaluation of the proposed alterations and their effect to the historic character-defining attributes of the property using the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017).

Section 15060(d) of the CEQA Guidelines states that if "the lead agency can determine that an EIR will be clearly required for a project, the agency may skip further initial review of the project and begin work directly on the EIR process" and "In the absence of an initial study, the lead agency shall still focus the EIR on the significant effects of the project and indicate briefly its reasons for determining that other effects would not be significant or potentially significant."

EMC Planning Group will prepare an EIR summarizing the points of disagreement among the experts. The EIR will identify the significant effects and mitigation measures to reduce them will be developed based on the conclusions of the third historic resource evaluation. The EIR will include a discussion of effects found not to be significant using the County's initial study checklist topics.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

3.0

Scope of Work Tasks

The following scope of work is based on the information provided to EMC Planning Group, our current understanding of the County's needs for the proposed project, and the County's decision to prepare a ~~focused~~ EIR. The scope of work can be refined as needed to ensure that the County's needs are fully addressed. The following tasks are proposed:

H6/JWA
Contractor's Initials
7/14/2013/20
Date

3.1 Project Management and Administration

This task includes project contract execution, preparation of project and contract files, preparation and monitoring of project budgets, coordination of personnel and subconsultants and providing consultation to County staff.

3.2 Kickoff Meeting/Site Visit

- Attend a kick-off meeting with County staff. EMC Planning Group will attend a kick-off meeting with County staff and the applicant team. The purpose is to further articulate the project description and project schedule, and to discuss other topics including communications protocols, public controversy, etc.
- EMC Planning Group staff will also conduct a site investigation to document existing conditions at the project site and in the vicinity, and prepare photo documentation for use in the EIR.

3.3 Telephone Conferences

- EMC Planning Group will participate in ongoing consultation with County staff as needed. Up to eight (8) hours of telephone conferences are budgeted.

Assumption

- Additional meetings and/or telephone conferences will require a contract amendment.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

3.4 Notice of Preparation

- EMC Planning Group will prepare draft and final versions of the NOP and project description in electronic and hard copy format, and distribute the final version to the State Clearinghouse and all identified responsible and trustee agencies, including County Historic Resource Review Board, Carmel Valley Land Use Advisory Committee, County Board of Supervisors, and individuals on the County's distribution list via certified mail.
- EMC Planning Group will review all written responses to the NOP to ensure that all relevant environmental concerns raised are addressed in the administrative draft EIR. Responses to all relevant concerns will be included in the EIR.

Deliverables

- Electronic draft and final Notice of Preparation provided to the County; and
- Hard copies distributed by certified mail.

Assumption

- Monterey County is responsible for overseeing the posting of the NOP at the site and mailings to property owners within 300 feet of the site;
- Monterey County is responsible for the payment of filing fees, publications, and filing the NOP with the County Clerk;
- County staff will provide a distribution list for mailing; 50 copies are assumed; and

3.5 Scoping Meeting

- EMC Planning Group will conduct one scoping meeting to be scheduled by County staff.
- EMC Planning Group will prepare a draft and final PowerPoint presentation that will outline the proposed improvements to the Mid-Valley Shopping Center and what the ~~focused~~ EIR will address.

M. G. J. U. A.
 Contractor's Initials
 7/14/20 7/13/20
 Date

Deliverables

- PowerPoint presentation (via e-mail and USB drive) and summary memo of public/agency comments from scoping meeting.

Assumptions

- County staff are responsible for scheduling and securing a venue.

3.6 Historic Resource Evaluation (Painter Preservation)

Monterey County has received two conflicting Historic Resource Evaluations for the Mid Valley Shopping Center in the Carmel Valley. The County wants to undertake a ~~focused~~ EIR in order to resolve this situation and make a final determination as to the historical significance and

M. G. J. U. A.
 Contractor's Initials
 7/14/20 7/13/20
 Date

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

architectural integrity of the resource. The five-building complex was designed in 1966-67 by architect Olof Dahlstrom, a follower of the work of Frank Lloyd Wright. If found to be historically significant, the project may also involve establishing mitigation for any perceived impacts to the resource or providing advice as to how the proposed renovation of the property may meet the Secretary of Interior's Standards for Rehabilitation, which is typically the threshold proposed projects must meet to establish that there is no negative impact to the resource.

The project proposes to make structural and primarily cosmetic changes to the exterior of the shopping center. Specifically, changes include the re-design of the parking lot and landscape features; the addition of signage on the buildings, which requires some alteration of the roofline; the addition of some semi-transparent decorative features; and new siding and windows in certain locations. The following scope of work is proposed:

- Review existing documentation on the property and research existing records, including the Olof Dahlstrom Collection at the University of California Berkeley, as well as other archives;
- Research available information on any significant persons, events and/or activities associated with the site;
- Conduct a visual inspection of the site and structures to assess current architectural and landscape features and visible changes over time;
- Interview persons with knowledge of the property as available;
- Develop a context statement for the Historic Resource Evaluation;
- Update information on the historic significance and architectural integrity of the buildings and site; and
- Prepare a report that will consist of an intensive-level Historic Resource Evaluation and an integrity analysis. An evaluation of the extent to which changes to the property to date meet the Secretary of Interior's Standards may be provided if it assists with the analysis. The resource will be evaluated for its eligibility for listing in the National, State, and Monterey County registers.

This report will serve as an Appendix to the Draft EIR.

3.7 Administrative Draft EIR

- Print and deliver the administrative draft EIR to County staff for review and comment. The administrative draft EIR will address the following required issues:
 - Introduction;
 - Summary;
 - Vicinity and Regional Setting;
 - Consistency with Applicable County Historic Resources Policies;
 - Project Description;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Historic Resources Evaluation;
- Discussion of Categorical Exemption Status of Project and Other Environmental Effects not Significant;
- Cumulative Impacts;
- Significant and Unavoidable Impacts;
- Growth-inducing Impacts;
- Alternatives (if necessary);
- Organizations and Persons Consulted;
- Sources;
- Report Preparers; and
- Appendices (NOP, Responses to the NOP, Historic Property Evaluation).

Deliverables

- Three (3) hard copies and one (1) electronic copy of the administrative draft EIR.

Assumptions

- County staff will distribute the administrative draft EIR for review by the appropriate County departments and will coordinate preparation of the County's comments. One integrated set of comprehensive comments will be prepared by the County that identifies specific questions and/or revisions.

One review round is anticipated.

3.8 Screen Check Draft EIR

- Revise administrative draft EIR to incorporate County staff comments and deliver one PDF copy of the screen check draft EIR for review and approval by County staff.

3.9 Public Review Draft EIR

- Incorporate County staff final comments and print public review draft EIR (draft EIR) and all documents required for submission to the State Clearinghouse, including the Notice of Completion and Summary Form.
- Mail overnight the following documents to the State Clearinghouse: copy of the Notice of Completion, fifteen (15) hard copies of the Summary Form, and fifteen (15) CDs of the draft EIR.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverables

- Provide twenty (20) hard copies and twenty (20) CDs of the draft EIR for County's use for distribution/review purposes. County of Monterey is responsible for distributing and circulating the draft EIR and associated Notice of Availability to agencies, local jurisdictions, and individuals.

Assumptions

- Monterey County is responsible for publishing the Notice of Availability with local newspaper and County Clerk (and all associated fees for publication and posting).

3.10 Final EIR

Response to Comments

- Obtain and create a comprehensive list of comments received. Confirm with County staff that all comments have been forwarded to EMC Planning Group.
- Evaluate comments received and whether any of the comments could trigger the need to conduct additional analyses. Discuss such needs with the County staff as necessary.
- Prepare draft responses to comments for review and comment by County staff.
- Print and deliver three (3) hard copies and one (1) electronic copy of the draft responses to comments to County staff.
- Conduct a phone conference with County staff to discuss comments and responses.

Assumptions

- All comments on the draft EIR will be compiled and delivered to EMC Planning Group at one time. Forwarding emails with comments and/or faxing comments one-by-one requires a significant amount of time for file management, time which is not incorporated into this budget.
- County staff will distribute the draft response to comments for review by the appropriate County departments and will coordinate preparation of the County's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required to prepare the administrative final EIR.
- Associated budget assumes a total level of effort of no more than eight (8) hours of EMC Planning Group's time to respond to comments. Our team member Painter Preservation will respond to comments regarding the historical significance of the property.
- Associated budget assumes no new analysis is required to address comments.

Administrative Final EIR

- Prepare an administrative final EIR as a separate document (from the draft EIR) including a list of all agencies and individuals commenting on the draft EIR, comments received during the public review period for the draft EIR, responses to those comments, and changes to the draft EIR as may be needed based on comments received.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Print and deliver three (3) hard copies and one (1) electronic copy of the administrative final EIR to County staff for review and comment.

Assumptions

- County staff will distribute the administrative final EIR for review by the appropriate County departments and will coordinate preparation of the County's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.

Final EIR

- Revise the administrative final EIR to incorporate County staff comments.

Deliverables

- Twenty-five (25) hard copies and twenty-five (25) CDs of the final EIR.

Assumptions

- County staff will be responsible for the distribution of final EIR documents.

3.11 Mitigation Monitoring and Reporting Program

- EMC Planning Group will prepare a mitigation monitoring program for the proposed project. The program will include mitigation measures in the draft EIR, as well as applicable mitigation measures from the General Plan EIR should the latter be applicable.

Deliverables

- One (1) electronic copy of the draft and final mitigation monitoring program will be distributed to County staff via email.

Assumptions

- County staff will distribute the draft mitigation monitoring program and will coordinate preparation of the County's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.

3.12 Findings and Evidence

- EMC Planning Group will prepare findings with substantial evidence as required by CEQA Guidelines section 15091. A draft and final version in PDF will be provided.

3.13 Public Hearings

- EMC Planning Group will attend and respond to comments and questions on the CEQA process and key findings at one (1) Planning Commission and one (1) Board of Supervisor's public hearing for certification of the final EIR.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

3.14 Optional Tasks

Optional tasks for Painter Preservation's are presented in the event the shopping center is determined to be historically significant and eligible for listing. The associated estimated total cost for all of these optional tasks is included as a line item in the attached budget spreadsheet. The optional tasks may include:

1. Evaluate the applicant's existing architecture for compliance with the Secretary of Interior's Standards for Rehabilitation;
2. Provide advice on changes to proposed plans that may more closely meet the Secretary of Interior's Standards for Rehabilitation; and
3. Develop a mitigation plan for the project.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

4.0

Budget and Schedule

The budget is attached. The schedule is presented in the following table.

Task	Number of Weeks
Kick-off Meeting/Site Visit	1
Draft Notice of Preparation	1
County Staff Review	1
Final Notice of Preparation	1
30-day Review	4
Administrative Draft EIR	6
County Staff Review	2
Screen Check Draft EIR	1
County Staff Review	1
Draft EIR	2
45-day Public Review Period	6
Administrative Final EIR	4
County Staff Review	2
Final EIR	1
MMRP, if necessary	1
Findings and Evidence (including staff review)	2
Public Hearings	Scheduled by staff
Total	36

Assumption

If the schedule is expanded beyond nine months due to circumstances beyond the control of the EMC Planning Group consulting team, a contract amendment may be necessary.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

M. S. Sullivan
 Contractor's Initials
 Date: 7/13/20

Mid-Valley Shopping Center Focused EIR Budget (June 16, 2020)

Task	Senior Principal	Principal Planner	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Desktop Publisher (Graphics)	Admin Assist (Production)	Total Hours	Total Cost
Staff									
Billing Rate (Per Hour)	\$255.00	\$195.00	\$135.00	\$120.00	\$160.00	\$130.00	\$100.00		
3.1 Project Management and Admin.	5	20	12	0	0	0	4	41	\$7,185.00
3.2 Kickoff Meeting/Site Visit	0	8	8	0	0	0	0	16	\$2,640.00
3.3 Telephone Conferences	0	12	4	0	0	0	0	16	\$2,880.00
3.4 Notice of Preparation	3	8	12	0	0	0	0	23	\$3,945.00
3.5 Scoping Meeting	0	4	4	0	0	0	0	8	\$1,320.00
3.6 Historic Resource Assessment	0	10	0	0	0	0	0	10	\$1,950.00
3.7 Administrative Draft EIR	31	51	76	8	2	12	10	190	\$31,950.00
3.8 Screencheck Draft EIR	4	8	10	0	0	2	1	25	\$4,290.00
3.9 Public Review Draft EIR	2	10	12	0	0	1	2	27	\$4,410.00
3.10 Final EIR	2	5	8	0	0	1	1	17	\$2,785.00
3.11 Mitigation Monitoring and Reporting Program	2	2	4	0	0	0	0	8	\$1,440.00
3.12 Findings and Evidence	2	4	8	0	0	0	0	14	\$2,370.00
3.13 Public Hearings	2	10	8	0	0	2	2	24	\$4,000.00
Subtotal (Hours)	53	152	186	8	2	18	20	419	
Subtotal (Cost)	\$13,515.00	\$29,640.00	\$22,410.00	\$960.00	\$320.00	\$2,340.00	\$2,000.00		\$71,185.00

Additional Costs	
Production Costs	\$500.00
Travel Costs	\$300.00
Posts/Deliverables	\$500.00
Miscellaneous	\$200.00
Administrative Overhead 10%	\$150.00
Total	\$1,650.00
Subconsultant Fees	
Painter Preservation	\$10,900.00
3.14 Optional Task	\$1,100.00
Subconsultant Overhead 10%	\$1,200.00
Total	\$13,200.00
Total Costs	\$86,035.00

NOTE: This proposed budget is valid for 90 days. Optional Task proposed under this Agreement shall not be provided by CONTRACTOR unless prior written authorization is received by County.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

All written reports required under this Agreement shall be delivered as noted above to the following individual and in accordance with the Schedule:

Craig Smith, Associate Planner
County of Monterey, Resource Management Agency
Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: smithr3@co.monterey.ca.us and
Email Copy: swansonb@co.monterey.ca.us

PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$94,638.50 (\$86,035.00 for Base Budget plus \$8,603.50 in Project Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

CONTRACTOR'S BILLING PROCEDURES

Invoices for deliverables under the Agreement shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a deliverable may be billed monthly (by the tenth day of the month) and will be considered on a time and materials basis. All invoices shall include the following and shall be submitted with the Invoice Coversheet (see Attachment A of Exhibit A to this Agreement):

1. Invoice Coversheet

EMC Planning Group, Inc.
Mid Valley Shopping Center EIR

Date: _____
Invoice No. _____

Agreement Term: July 28, 2020 to July 28, 2022
Agreement Amount: \$ 94,638.50 (\$86,035.00 Base Budget plus \$8,603.50 Project Contingency)

This Invoice:

Task 3.1: \$7,195.00 Project Management and Administration _____
Task 3.2: \$2,640.00 Kickoff Meeting /Site Visit _____
Task 3.3: \$2,880.00 Telephone Conferences _____

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.4:	\$3,945.00	Notice of Preparation	_____
Task 3.5:	\$1,320.00	Scoping Meeting	_____
Task 3.6:	\$1,950.00	Historic Resource Evaluation (Painter Preservation)	_____
Task 3.7:	\$31,950.00	Administrative Draft EIR	_____
Task 3.8:	\$4,290.00	Screen Check Draft EIR	_____
Task 3.9:	\$4,410.00	Public Review Draft EIR	_____
Task 3.10:	\$2,795.00	Final EIR	_____
Task 3.11:	\$1,440.00	Mitigation Monitoring and Reporting Program	_____
Task 3.12:	\$2,370.00	Findings and Evidence	_____
Task 3.13:	\$4,000.00	Public Hearings	_____
	\$1,650.00	Additional Costs	_____
	\$500.00	Production Costs	_____
	\$300.00	Travel Costs	_____
	\$500.00	Postal Deliverables	_____
	\$200.00	Miscellaneous	_____
	\$150.00	Administrative Overhead 10%	_____
	\$13,200.00	Subconsultant Costs	_____
	\$10,900.00	Painter Preservation	_____
<i>Task 3.14:</i>	<i>\$1,100.00</i>	<i>Optional Task</i>	_____
	<i>\$1,200.00</i>	<i>Subconsultant Overhead 10%</i>	_____
	\$86,035.00		
		GRAND TOTAL:	_____
		REMAINING BALANCE:	_____

Approved as to Work/Payment: Brandon Swanson,	Date
Planning Services Manager	

Payment shall be based upon satisfactory acceptance of each work product/deliverable.

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 Project name, **Mid Valley Shopping Center EIR**, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
 Resource Management Agency (RMA) – Finance Division
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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.

2. Invoice Detail

Each invoice for deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual deliverables performed and shall be within the "Not to Exceed" budget amount allocated for said deliverables.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by the CONTRACTOR and shall be within the "not to exceed" budget amount allocated for the service or services performed.

Subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

The RMA Director and/or designee may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the subconsultant costs. The information will be used to complete the file and to ensure proper payment for deliverables/services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total Project Contingency of \$8,603.50) requires the prior written approval of the RMA Director or designee and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the RMA Director and/or 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 (5) working days of receipt of the recommendation, the RMA Director and/or Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the RMA Director or designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director or designee will ask the Project Applicant to make a decision within five (5) 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 RMA Director or designee, 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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT A

Invoice Coversheet

*EMC Planning Group, Inc.
Mid Valley Shopping Center EIR*

Date: _____
Invoice No. _____

Agreement Term: July 28, 2020 to July 28, 2022
Agreement Amount: \$ 94,638.50 (\$86,035.00 Base Budget plus \$8,603.50 Project Contingency)

This Invoice:

Task 3.1:	\$7,195.00	Project Management and Administration	_____
Task 3.2:	\$2,640.00	Kickoff Meeting /Site Visit	_____
Task 3.3:	\$2,880.00	Telephone Conferences	_____
Task 3.4:	\$3,945.00	Notice of Preparation	_____
Task 3.5:	\$1,320.00	Scoping Meeting	_____
Task 3.6:	\$1,950.00	Historic Resource Evaluation (Painter Preservation)	_____
Task 3.7:	\$31,950.00	Administrative Draft EIR	_____
Task 3.8:	\$4,290.00	Screen Check Draft EIR	_____
Task 3.9:	\$4,410.00	Public Review Draft EIR	_____
Task 3.10:	\$2,795.00	Final EIR	_____
Task 3.11:	\$1,440.00	Mitigation Monitoring and Reporting Program	_____
Task 3.12:	\$2,370.00	Findings and Evidence	_____
Task 3.13:	\$4,000.00	Public Hearings	_____
	\$1,650.00	Additional Costs	_____
	\$500.00	Production Costs	_____
	\$300.00	Travel Costs	_____
	\$500.00	Postal Deliverables	_____
	\$200.00	Miscellaneous	_____
	\$150.00	Administrative Overhead 10%	_____
	\$13,200.00	Subconsultant Costs	_____
	\$10,900.00	Painter Preservation	_____
<i>Task 3.14:</i>	<i>\$1,100.00</i>	<i>Optional Task</i>	_____
	<u>\$1,200.00</u>	Subconsultant Overhead 10%	_____
	\$86,035.00		GRAND TOTAL: _____

REMAINING BALANCE: _____

Approved as to Work/Payment: **Brandon Swanson,**
Planning Services Manager

Date

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

5.0

Summary of Assumptions

A summary of assumptions is provided below:

- Eight (8) hours of telephone conferences are budgeted. Additional meetings and/or telephone conferences may require a contract amendment;
- Monterey County is responsible for overseeing the posting of the NOP at the project site and mailings to property owners within 300 feet of the site;
- Monterey County is responsible for the payment of filing fees, publications, and filing the NOP with the County Clerk;
- County staff will provide a distribution list for mailing. Fifty (50) copies are assumed;
- County staff are responsible for scheduling and securing a venue for the NOP scoping meeting;
- County staff will distribute the administrative draft EIR for review by the appropriate County departments and will coordinate preparation of the County's comments. One integrated set of comprehensive comments will be prepared by the County that identifies specific questions and/or revisions required prior to the public circulation and review of the draft EIR;
- One review round by County staff is anticipated for the administrative draft EIR;
- County of Monterey is responsible for distributing and circulating the draft EIR and associated Notice of Availability to agencies, local jurisdictions, and individuals;
- County of Monterey is responsible for publishing and posting the Notice of Availability with local newspaper and County Clerk (and all associated fees for publication and posting);
- County staff will distribute the draft response to comments for review by the appropriate County departments and will coordinate preparation of the County's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required to prepare the administrative final EIR;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Associated budget assumes a total level of effort of no more than eight (8) hours for EMC Planning Group to respond to comments.
- Associated budget assumes no new analysis is required to address comments.
- County staff will distribute the administrative final EIR for review by the appropriate County departments and will coordinate preparation of the County's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required;
- County staff will be responsible for the distribution of final EIR documents;
- County staff will distribute the draft mitigation monitoring program and will coordinate preparation of the County's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required; and
- If the schedule is expanded beyond nine months due to circumstances beyond the control of the EMC Planning Group consulting team, a contract amendment may be necessary.

EXHIBIT B – REVISION TO PARAGRAPH 8, INDEMNIFICATION, OF AGREEMENT

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

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