

Attachment B

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

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 completion of Draft Environmental Impact Report (EIR) from current 80% proof draft, including associated technical analyses, preparation of the EIR and Mitigation and Reporting Plan (MMRP), and attendance at public hearings for certification of the EIR.
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 \$335,714.79.
3. **TERM OF AGREEMENT.** The term of this Agreement is from upon execution to December 31, 2026, 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

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.

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.

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 Division, 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 such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverages, 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 A.M.

Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 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, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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 always 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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. **COMPLIANCE WITH APPLICABLE LAWS.**
- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.
14. **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.

15. **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:
Kathy Nielsen Management Analyst II	Teri Wissler Adam Project Manager
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor Salinas, CA 93901	601 Abrego Street Monterey, CA 93940
Address	Address
(831) 755-4832 194-HCD-Contracts@co.monterey.ca.us	(831) 649-1799, ext. 203 wissler@emcplanning.com
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

- 16.01 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.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 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.
- 16.04 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.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 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.
- 16.07 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.

- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 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.
- 16.15 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.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or

PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.



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

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

EMC Planning Group, Inc.
Contractor's Business Name*

Date: _____

By: N/A
Department Head (if applicable)

By: DocuSigned by:
Michael J. Groves
(Signature of Chair, President, or Vice-President)*

Date: _____

By: _____
Board of Supervisors (if applicable)

Michael J. Groves, President
Name and Title

Date: _____

Date: 1/30/2024

Approved as to Form
Office of the County Counsel
Susan K. Blich, Acting County Counsel¹

By: DocuSigned by:
Susan K. Blich
County Counsel

By: DocuSigned by:
Michael J. Groves
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Michael J. Groves, President

Date: 1/30/2024

Approved as to Fiscal Provisions²

By: DocuSigned by:
Jennifer Forsyth
Auditor/Controller

Date: 1/31/2024

Date: 1/30/2024

Approved as to Liability Provisions
Office of County Counsel-Risk Management³

By: N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

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

³Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

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:

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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.

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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.