

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND MOORE IACOFANO GOLTSMAN, INC. DBA
MIG, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Moore Iacofano Golstman, Inc. DBA MIG, Inc.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from March 1, 2025, to December 31, 2025, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

Consultant shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that

insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Moore Iacofano Goltsman, Inc.
A corporation DBA MIG, Inc.
Attn: Daniel Iacofano
800 Hearst Avenue
Berkley, CA 94710

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

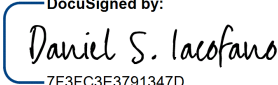
CITY OF WATSONVILLE

BY

Tamara Vides, City Manager

CONSULTANT

BY

DocuSigned by:

7F3FC3E3791347D...

Daniel S. Iacofano
President and CEO

ATTEST:

BY

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha W. Zutler, City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

(SEE ATTACHED)



EXHIBIT “A”

SCOPE OF SERVICES

memo san jose

to **Matt Orbach, Principal Planner**

from **Mike Campbell, Director of Environmental Analysis**

re **City of Watsonville – Scope of Work and Budget Estimate for the Holiday Inn Express and Suites Project CEQA Review**

date **2/21/25**

PROJECT UNDERSTANDING

The project site is a 1.11-acre property located at 375 Technology Drive in the southwest portion of the City of Watsonville near State Highway 1. The property has a land use designation of *Industrial* on the City’s General Plan and a Zoning designation of *IP-Industrial Park*. The property is currently vacant. There is a steep slope visible along the frontage of the property, and the property has an overall west to east average slope of approximately 25 percent.

Proposed Project

The project applicant proposes to construct a 72,348-square foot, five-story, 70-foot-tall Holiday Inn Express Hotel with 95 rooms, 98 parking spaces, and five bicycle parking spaces. Fifty of the parking spaces would be located in an underground parking garage. The project would also include the installation of a retaining wall, landscaping improvements, and other associated improvements. Hotels in the IP District are permitted under Special Use Permit and are subject to Design Review according to the Watsonville Zoning Ordinance. The City’s zoning code requires a minimum 25-foot front yard setback and a maximum 35-foot building height limit. The project applicant is requesting a Major Variance to allow a 21-foot-5-inch front yard setback due to the property’s topographic constraints, and a maximum building height of 70 feet 2 inches. Additionally, the project is two parking spaces short of the minimum parking requirement of 100 parking spaces. The project would therefore be subject to the approval of a Design Review, Special Use Permit, and Variance by the Planning Commission.

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Offices in: California • Colorado • New York • Oregon • Texas • Washington

CEQA applies to discretionary actions by public agencies that have the potential to result in a physical change in the environment. Under CEQA a proposed project can achieve environmental clearance typically through the preparation of one of three types of documents: a Notice of Exemption; an Initial Study / Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND); or an Environmental Impact Report (EIR). An IS/MND for the project was adopted by the City of Watsonville Planning Commission on August 13, 2009. Based on the findings of the previous IS/MND and details of the proposed project, MIG proposes to prepare a new Initial Study for the project.

MIG has generated the following scope of work and cost estimate to be used as a Task Order under the existing contract. This scope assumes that the applicant will apply for a Special Use Permit, Variance, Design Review, and Environmental Review, which must be approved by the Planning Commission.

SCOPE OF WORK

MIG will coordinate with City of Watsonville Staff to complete the following tasks.

Task 1 – Project Kickoff and Data Review

Upon authorization to proceed, MIG will coordinate a project kick-off meeting with the client/applicant. The kickoff meeting could include a site visit or a virtual meeting to discuss:

- Roles and responsibilities and lines of communication
- Identify project data needs.
- Confirm project deliverables.
- Identify potential regulatory or agency needs/concerns; and
- Confirm project schedule.

The site visit will also allow us to gain an understanding of the project context, to document project site conditions for the project description and to document conditions of concern for the environmental analysis.

During this task MIG staff will prepare a comprehensive data request outlining the information needed from the client for the CEQA analysis. MIG would also begin to collect available project information (documents, maps, reports, etc.).

Task 2 – Administrative Draft Initial Study/Mitigated Negative Declaration

MIG will review the project site, technical reports provided by the applicant, conduct additional desk top research, and review relevant regulatory plans. If, at any point in the preparation of the IS, MIG identifies a potential project impact that cannot be mitigated, MIG will notify the City immediately and engage in discussions of whether to proceed into preparation of an EIR.

Based on the project plans submitted by the applicant, MIG will draft a Project

Description for City staff to review as part of this task. Upon approval of the Project Description by the City, MIG will proceed to prepare the Administrative Draft IS.

MIG will submit an Administrative Draft IS for review by the City and applicant that contains the following major sections:

- Introduction – this section will describe the purpose and organization of the IS, the need for the IS pursuant to CEQA Guidelines, and the intent of the document. The intent is to provide the City with detailed information about the project's environmental effects and any measures required to mitigate potentially significant impacts.
- Project Description – This will serve as the basis for all subsequent analysis of environmental impacts and thus is an essential chapter of the IS. The project description will provide a thorough and comprehensive description of all aspects of the proposed project including project purpose, design, construction and maintenance of the project, project timing and duration, and permits and approvals required for the project. Information for the project description will be obtained in coordination with the Client and the City.
- CEQA Checklist – MIG will describe physical changes to the environment that would result from construction and operation of the project by answering the questions in the IS checklist contained in Appendix G of the State CEQA Guidelines (14 CCR 15000 et seq).

MIG anticipates that the project will have little or no impacts in many of the resource areas analyzed under CEQA, including Agriculture and Forestry Resources, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, Utilities and Service Systems, and Wildfires. These areas will not be addressed in detail in the IS, however, answers will be provided for all checklist questions (answers may be grouped if appropriate). We anticipate the IS to address the following subject areas in more detail in order to demonstrate consistency with regulatory requirements (state, federal or local), address typical public concerns, and to substantiate less than significant impact findings: Air Quality and Greenhouse Gas Emissions, Biological Resources, Cultural Resources, Geology and Soils, Hazardous Materials, Hydrology and Water Quality, Noise and Vibration, and Transportation.

Air Quality

MIG will prepare a clear and concise analysis that evaluates the proposed project's potential air quality impacts in accordance with Appendix G of the CEQA Guidelines. MIG proposes to use the California Emissions Estimator Model (CalEEMod) to estimate the potential emissions generated by the construction and operation of the proposed project. The model run would be based on project-specific information provided by the applicant and the City, including project-specific trip generation rates obtained from the project's traffic report. The

resulting emissions estimates will be compared to CEQA significance thresholds maintained by the Monterey Bay Air Resources District (MBARD). Due to the presence of sensitive hospital, residential, and school receptors within 1,000 feet of the project site and the large amount of grading/soil export that may be required for project development, MIG proposes to conduct a quantitative construction Health Risk Assessment (HRA) to evaluate potential emissions of diesel particulate matter during project construction.

To achieve the proposed scope of work within the currently identified budget, MIG's proposal assumes:

- The applicant will provide a plan set to base technical modeling information on.
- The applicant will make reasonable attempts to respond to all requests for technical information necessary to prepare the technical reports, including requests pertaining to construction phasing, existing and proposed equipment operations and emissions levels, operating schedules, etc.
- MIG's SOW includes up to 2 CalEEMod and AERMOD dispersion model runs to estimate unmitigated/mitigated project emissions, predict construction pollutant concentrations, and estimate adverse health risks.

The development of additional modeling inputs and files due to project changes made after MIG has completed these model runs may be subject to additional compensation (depending on the nature of the changes and budget remaining at the time of the change).

Biological Resources

MIG biologists will perform the following tasks to ascertain a current assessment of existing conditions in the Biological Resources section of the Initial Study:

- Review the existing reports, current database information (CNDDDB, IPac, NWI, eBird, iNaturalist, etc.), and recent aerial photography (Google Earth) for orientation to the project site.
- Following the initial review, a MIG biologist will visit the site and confirm existing conditions. If site conditions have changed, the changes will be mapped using a GPS unit, and the information will be uploaded to GIS.
- Once the site visit is completed MIG will prepare a Biological Resources Report that includes updated project setting and updated regulatory information, graphic exhibits, an assessment of impacts to sensitive habitats and Special-Status Species and recommended mitigation measures, as appropriate.

Cultural /Tribal Resources

Basin Research Associates (Basin), under contract to MIG, will conduct a due diligence review and summarize their findings and recommendations in a memo, as described below.

The previous Initial Study prepared for the project noted that the project area is unlikely to contain archaeological resources and there would be no impact, although a previous archaeological review was not undertaken. Basin recommends at a minimum that the project site be subject to an archaeological resources due diligence review to determine if any resources could be affected by the proposed Holiday Inn. A review of records on file with Basin maps one prehistoric resource within a mile of the site while other resources are clustered along the alignment of Harkins Slough to the west.

Work Plan

Basin will: (1) request an archival records search of a 1,500-foot radius of the project site to be completed by the California Historical Resources Information System, Northwest Information Center (CHRIS/NWIC) to determine the presence/absence of any previously recorded cultural resources; and (2) request a review of the Sacred Lands Inventory (SLI) from the Native American Heritage Commission (NAHC) to determine if any potential resources of interest to the Native American community are present. It is Basin's understanding that the City will conduct Native American consultation in accordance with AB 52 pursuant to Public Resources Code § 21080.3.1. A field review of the project site will not be conducted due to the developed nature of the area and the probable lack of native soil visibility.

The results will be prepared in a memo that will provide: (1) a description of the project and proposed improvements; (2) information from the CHRIS/NWIC records search; (3) results of the NAHC review; (4) presentation of findings; and (5) an opinion of the project's effect on any cultural properties and recommendations. Appropriate graphics will be appended.

Schedule

The memo may require six to eight weeks to complete from a Notice to Proceed. The Native American Heritage Commission is currently taking 4-6 weeks to respond to an inquiry. Basin estimates that a regular search from the CHRIS/NWIC may require four weeks due to their reduced work schedule and past experience over the previous four months. The proposed schedule anticipates that the client can provide electronic copies of maps and figures that can be used to complete the memo and be used to illustrate potential project impacts.

Greenhouse Gases/Energy

MIG will prepare a clear and concise analysis that fully evaluates the proposed project's potential greenhouse gas (GHG) and energy impacts in accordance with Appendix G of the CEQA Guidelines. MIG will quantify the increase in GHG emissions generated by the construction and operation of the proposed project

using the same methodologies employed to prepare the project's Air Quality Technical Report. Applicable GHG reduction measures from the City of Watsonville's 2030 CAAP would be included in the project's emissions profile, and the resulting GHG emissions estimates would be evaluated in the context of local, regional, and state GHG reduction targets. Regarding energy resources, the report would include brief environmental and regulatory setting discussion that place energy resources in the appropriate context, quantify the project's potential energy consumption levels (using information from the emissions estimates and/or modeling conducted for the project), and evaluate whether the project would result in the wasteful, inefficient, or unnecessary consumption of energy resources. The analysis would document the energy saving site design (layout and orientation, proximity to regional arterials), building design (energy efficient building materials and systems), and operating characteristics (e.g., any trip reducing or other energy saving operations) that result in the efficient use of available energy resources.

Noise and Vibration

MIG will prepare a clear and concise noise analysis that summarizes potential project noise levels and documents the potential for the project to result in construction, on-site operational, or off-site operational noise levels that could exceed City. MIG proposes to conduct ambient noise monitoring to determine and, if necessary, identify whether site or building design measures are required to meet noise and land use compatibility standards, such as the 45 dBA interior standard required for hotel uses. As there are no noise-sensitive receptors directly adjacent to the project site, MIG does not anticipate the project would result in significant construction or operational noise impacts.

Transportation

W-Trans, under contract to MIG, will prepare a full-scope transportation analysis in compliance with the City's Traffic Study Criteria and as specified in a Traffic Analysis Scope memo provided to MIG by City staff. The scope of work for the transportation analysis includes the following.

Study Area and Periods

The study area will consist of the section of Technology Drive fronting the project site and the project access points as well as the following intersections. Conditions during the weekday a.m. and p.m. peak periods will be documented.

1. Airport Boulevard/Ranport Road
2. Airport Boulevard/Westgate Drive-Larkin Valley Road
3. Airport Boulevard/Hangar Way
4. Westgate Drive/Technology Drive
5. Westgate Drive/Holm Road

6. Main Street (SR 152)/Holm Road

Tasks

Project Initiation

- The trip generation for the project will be determined based on standard rates published by ITE in Trip Generation Manual, 11th Edition, 2021. Distribution patterns will be estimated based on the most recently available census data and likely paths of travel. This information, along with the scope of services, trip assignment assumptions, and list of adopted plans applicable to this project, will be provided to City of Watsonville staff in a memorandum of assumptions for review and comment. Should their comments result in either a reduction or expansion of the scope, the contract amount would be adjusted accordingly.
- A field visit of the project site and study area will be conducted. Specific attention will be paid to sight distance for both exiting and entering movements at the site's proposed driveway location and potential conflicts with other driveways. Appropriate field notes and photos will be taken. A brief speed survey will be performed to determine applicable approach speeds for use in evaluating the adequacy of sight distance.

CEQA Analysis

- The adequacy of facilities for pedestrians, bicyclists, and transit riders will be evaluated within the context of adopted City policy.
- The project's anticipated impact in terms of Vehicle Miles Traveled (VMT) will be determined based on *Analyzing Vehicle Miles Traveled for CEQA Compliance, City of Watsonville, September 27, 2022, Analyzing Vehicle Miles Traveled for CEQA Compliance, County of Santa Cruz, 2021, and Technical Advisory on Evaluating Transportation Impacts in CEQA, Office of Planning and Research, 2018*. The project as proposed would likely be considered as an "Other Customer" land use by City, County, and State standards and thus have a VMT threshold of no net regional change in VMT. If the project is expected to have a significant impact on VMT, measures to reduce the impact to less-than-significant will be explored and presented as a Transportation Demand Management (TDM) plan.
- Trips from the project will be used to evaluate the potential need for improvements at the project driveway to accommodate project-generated traffic. The need for turn lanes will be evaluated in terms of volume, adequacy of sight distance and safety considerations.
- Adequacy of emergency access and the project's potential impact on emergency response times will be assessed.

Vehicle Operation/Policy Issues

- Intersection turning movement counts (including pedestrian and bicycle movements) will be collected at each study intersection on a typical weekday for both the morning (7:00 a.m. – 9:00 a.m.) and evening (4:00 p.m. – 6:00 p.m.) peak periods.
- W-Trans will determine if the proposed project would cause any of the study intersections to operate below the City of Watsonville’s current Level of Service (LOS) standard. W-Trans proposes to use Synchro software and the most recent Highway Capacity Manual methodologies. The LOS results will be compiled in a table format. Comparison tables will be included showing all of the results for the various analysis scenarios. Recommendations will be developed to address any operational deficiencies identified. The traffic study will include the following traffic study scenarios with the existing intersection controls and configurations.
 - Existing Conditions: Existing operating conditions at the study intersections will be estimated based on the field reconnaissance, data collection, and methodologies described above.
 - Existing plus Project Conditions Project operating conditions will be analyzed based on a forecast of net-new trips associated with the proposed project added to the existing traffic volumes.
- The circulation of the proposed parking lot will be analyzed, including access within the proposed parking lot, potential conflicts with trash pickup and fire apparatus access, and the need for stop controls at the exit of the parking lot.
- Parking needs will also be analyzed specifically for the number of ADA parking spaces that would be required and staff, visitor, bike, and truck parking needs. Recommendations will be made on how to accommodate all staff parking needs on site.

Recommendations will be developed to address any impacts or operational deficiencies identified.

Deliverables

- A draft report that provides details of the analysis and findings, together with tables and figures, will be prepared and submitted for MIG’s review.
- MIG’s comments will be addressed, and an updated draft report submitted to City staff for their review. Copies of the calculations will be included in the City’s draft report.
- Comments from City staff will be addressed, and a final report submitted.

Exclusions

The scope of services includes only those items that are specifically identified above.

Any additional services, such as meetings or hearings, requests for analysis not included in this scope, multiple rounds of comments, or responding to peer review comments, if needed, could be provided on a time and materials basis after receiving written authorization for the extra work.

Task 3 Public Draft IS/ MND

MIG will address one round of comments on the Administrative Draft IS from the City and applicant, then provide a Screen Check IS/MND, and lastly the Public Draft IS/MND for public circulation. MIG will provide one electronic (camera ready) version of the Public Draft IS/MND so the City can post it to their website.

MIG will assist the City in preparing the Notice of Intent (NOI) to Adopt the MND that the City will use to fulfill the public noticing requirements of CEQA Guidelines Section 15072. Posting public notice consistent with CEQA requirements will be the responsibility of the City. The City will also be responsible for filing the NOI with the Santa Cruz County Clerk. Transmission of the NOI to the County Clerk starts the 30-day public review and comment period.

Task 4 Response to Comments, MMRP and Public Hearings

MIG anticipates that public comment on the project would most likely be limited to surrounding residents of the proposed project site and that their concerns would likely be focused on the temporary construction impacts associated with the project, as well as truck traffic and noise. As such, MIG has planned a limited number of hours to prepare a response to public comments document for the City's incorporation into a staff report or materials presented to the Planning Commission and City Council. This task also includes the preparation of a Mitigation Monitoring and Reporting Plan (MMRP) in conformance with CEQA requirements, and attendance at Planning Commission and City Council hearings. MIG will attend two public hearings, one Planning Commission and one City Council, to provide additional support or expertise as needed regarding the IS/MND. This scope of work assumes the City will prepare and file the Notice of Determination after the MND is adopted.

Project Management, Coordination, and Administration

MIG has allocated budget for client and City communications (conference/video calls) and staff coordination to ensure we can communicate clearly and effectively. MIG recognizes that frequent communication is needed to move the project forward. Additionally, this task covers implementing our quality control review process and administrative time for contracting and invoicing. The MIG Project Manager would be the point of contact with the City and the Client and would keep both apprised of project progress. If issues arise that would affect the schedule or budget, the Project Manager would immediately inform the client and discuss the best approach to resolving issues. The MIG Senior Project Manager will provide quality control and senior oversight of staff.

In preparing this scope of work, MIG Inc. has made the following assumptions regarding features of the proposed project and available data.

1. The City is the CEQA lead agency for the Project.
2. We will rely on input provided by the City's Public Works Department to support the transportation analysis provided by the project applicant.
3. The client will provide the estimated disturbance area of pervious and impervious surfaces, both existing and proposed, and topographic survey data.
4. The City will provide one consolidated set of comments on the Administrative Draft Initial Study.
5. MIG will complete and submit Administrative Draft and Screen Check versions of the IS for review by the City. Upon receipt of comments on the Screen Check draft, MIG will prepare a Public Review Draft IS/MND for publication on the City's website, public circulation, and review.
6. This scope of work includes attendance at two public hearings (1 Planning Commission and 1 City Council).

SCHEDULE

MIG will begin work on the CEQA documentation by conducting background research, preparing a data request, and coordinating with City staff on the CEQA documentation process. Additionally, Basin and W-Trans will be providing technical reports that could take up to eight weeks to prepare. Preparation of the Administrative Draft Initial Study is anticipated to take approximately twelve weeks from the time we are given the notice to proceed by the City but could be affected by any delays in our receipt of these technical reports. Delivery of the screen check IS/MND and draft CEQA notices can be made two weeks from our receipt of all Administrative Draft review comments. The schedule for completion of major tasks and project milestones is presented in Table 1, below.

It should be noted that if, following the completion of the Administrative Draft IS, it is determined that the impacts of the proposed project would trigger the need for an EIR, MIG would prepare a separate scope and fee proposal and schedule for preparation of the EIR.

Table 1: Tentative IS/MND Processing Schedule		
MIG Task or Milestone	Weeks to Complete	Total Weeks
Start CEQA Documentation		0
Task 1. Project Kickoff and Data Review	2 weeks	2
Task 2. Administrative Draft IS/MND	10 weeks	12
<i>City review of Admin. Draft IS /MND</i>	3 weeks	15
Task 3. Public Draft IS/ MND	2 weeks	17
<i>City approval of Screen Check IS/MND</i>	1 week	18
<i>City publishes Draft IS/MND</i>	1 week	19
30-day Public Review Period	30 days	24
Task 4. Response to Comments, MMRP	3 weeks	27
<i>City review of Admin Draft Final IS/MND (Response to Comments, MMRP)</i>	2 weeks	29
Public Hearing	2 weeks	31

BUDGET

MIG will perform the services outlined in this scope of work for the fees summarized in Table 2, below. The cost table is based on our understanding of the project and the limitations identified below as factors triggering an increase in cost. If unforeseen conditions are encountered, or if we experience delays or circumstances beyond our control, we will notify the City immediately to discuss modifications to the scope of services and/or project fees. Table 2 also presents an optional 10% Contingency Fee that could be approved by the client and would only be used upon explicit approval by the client for unanticipated tasks. MIG will bill only for the time spent and for expenses. We will not exceed this amount without prior approval. Table 2 shows the price for each task and the staff hours allocated to the task. The total estimated cost for the IS/MND, including technical studies, is \$97,904. The total estimated cost for the IS/MND, including technical studies and optional 10% Contingency fee, is \$107,695.

Table 2: Estimated Cost for IS/ND/MND		
MIG Labor	Staff Hours	Cost
Task 1. Project Kickoff and Data Review	22	\$3,840
Task 2. Administrative Draft IS/MND	249	\$40,845
Task 3. Public Draft IS/ MND	34	\$6,580
Task 4. Response to Comments, MMRP and Public Hearings	54	\$11,335
Project Management, Coordination, and Administration	26	\$5,150
Total (Labor)	385	\$67,390
Expenses		
Basin (Cultural /Tribal Resources Due Diligence) *	-	\$3,366
W-Trans (Transportation Analysis) *	-	\$26,510
Travel expenses, equipment rental	-	\$638
Total (Expenses)		\$30,514
Total Project Cost (Labor + Expenses)		\$97,904
Optional 10% Contingency Fee		\$9,791
Total Project Cost Including Optional 10% Contingency Fee		\$107,695

*Includes 10% markup

Factors That Would Trigger an Increase in Cost

- 1. Meetings and Hearings.** The number of proposed meetings and hearings is identified in the Scope of Work. Attendance at additional meetings or hearings would be additional services. The budget does not include public meeting attendance by W-Trans.
- 2. Expense Estimates.** MIG's expense estimates are based on travel costs and equipment use fees. All MIG work products will be provided in electronic format. The City shall be responsible for printing hard copies. Should the City request printed copies of documents, this would be an added expense and subject to reimbursement.
- 3. Administrative Drafts.** The cost estimate also assumes there will be only one round of administrative review of each of the work products prior to finalization of the documentation. If more administrative drafts are required, the cost of additional consultants' time and materials will be subject to additional compensation and an amendment to the scope of work.

4. **Project Information or Changes in Project.** The scope does not cover new or revised analysis needed to address changes to the project made by the City or the project applicant after start of work. Any changes to the project that requires redoing completed work would be subject to additional compensation and an amendment to the scope of work.
5. **Project Managers.** If the primary client contact or Project Manager changes during the course of the project and necessitates more than an hour of MIG staff time to reinitiate the project, this will be considered extra services. If the MIG Project Manager changes during the project, MIG will provide a thorough briefing and update, limiting any additional time required by the client to reinitiate the project to one hour.
6. **Site Access.** This scope of work assumes that the City will ensure reasonable access to the project site. This will include informing MIG of any persons that we will need to contact in advance of or while visiting the site, and that site conditions are safe and secure.
7. **Tribal Cultural Resources.** Our budget does not include time for participating in extended consultations with tribes resulting from the City's required noticing or outreach efforts under AB52 or SB18. Participating in consultations with tribes who submit responses would be additional services.
8. **Technical Studies and Information.** The scope of work includes technical analyses and studies as described above in Task 2. Should additional technical reports or information be required, these studies will be considered outside the scope of work and subject to additional compensation.
9. **Response to Comments.** MIG has estimated a specific level of effort in responding to public comment as described in our scope of work. Should the volume of public comments exceed the anticipated volume, or the comments raise new technical issues that need addressing, MIG would notify the City of the need for additional budget to complete the response to comments document.
10. **Contract Duration/Project Management.** This scope assumes that the project will be completed in approximately seven months. Additional budget will be requested for Project Management if the schedule slips more than three (3) months beyond that term. If the project work schedule experiences starts and stops, long delays, or MIG is required to spend unanticipated project management time to manage the CEQA effort, MIG will request extra services to cover the unanticipated investment of labor into project management.

Thank you for contacting MIG for this scope of work. We are excited about this opportunity to work again with the City of Watsonville. If you have any questions regarding this proposal, please contact me at your convenience. My direct line is (408) 239-3610.

Sincerely,

A handwritten signature in blue ink that reads "Mike Campbell". The signature is written in a cursive, flowing style.

Mike Campbell, AICP
Director of Environmental Analysis

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

Consultant Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director or said Director's designated representative. Such a request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed **One Hundred Seven Thousand, Six Hundred Ninety-Five (\$107,695.00).**
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.