

**CITY OF SEASIDE
STAFF REPORT**

TO: Honorable Mayor and Council Members

FROM: Diana A. Ingersoll, Acting City Manager

BY: Tim O'Halloran, Public Works Services Manager/City Engineer
Lisa Brinton, Redevelopment Project Manager

DATE: February 16, 2012

SUBJECT: CONTRACT AGREEMENT WITH RBF CONSULTING, A BAKER COMPANY FOR CONSULTING SERVICES IN CONNECTION WITH THE PREPARATION OF A COMBINED PROGRAM AND PROJECT LEVEL ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE PROPOSED MONTEREY DOWNS AND HORSE PARK & CENTRAL COAST VETERANS CEMETERY

PURPOSE

The purpose of this item is for the City Council to consider a contract agreement with RBF Consulting, a Baker Company, to prepare a combined Program and Project Level Environmental Impact Report (the "EIR") for the proposed Monterey Downs and Horse Park & Central Coast Veterans Cemetery.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the Acting City Manager to execute a contract agreement with RBF Consulting, a Baker Company, in an amount not to exceed Five Hundred Seventy Nine Thousand Nine Hundred Thirty Dollars (\$579,930).

BACKGROUND

On September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside and Monterey Downs LLC, (the "Developer") entered into an Exclusive Negotiating Agreement (ENA). Developer plans to seek certain land use entitlements and other regulatory approvals for the proposed Monterey Downs and Horse Park project (the "Project") as illustrated on Attachment 1, Conceptual Project Site Map. A portion of the Project is located within the jurisdiction of the City and a portion of the Project is located within the jurisdiction of the County. Therefore, both the City and the County have certain regulatory jurisdiction over various aspects of the Project.

A “Memorandum of Understanding for the Processing of Environmental Review and Economic Review for Land Use Entitlements and Regulatory Approvals Required for the proposed Monterey Downs and Horse Park Project” (“the MOU”) was prepared by City and County staff to outline the roles and responsibilities each agency will undertake in the environmental review and economic review of the Project. Under the MOU, the City will be the lead agency for processing the environmental review of the Project. The MOU was approved by the County of Monterey Board of Supervisors on September 20, 2011, and subsequently approved Seaside City Council on November 17, 2011.

Request for Proposals Process

On December 15, 2011, staff released a Request for Proposals (RFP) for planning, environmental review and Fort Ord Base Reuse Plan (BRP) Consistency Analysis services. The RFP was electronically sent to local professional planning and environmental firms and was posted on the City of Seaside website. The solicitation was comprised of two (2) RFPs for the preparation of the following planning and environmental review documents.

- 1) General Plan and Zoning Amendments for Seaside Fort-Ord Lands and associated environmental review documents (the “Amendment”)
- 2) Program/Project-level Environmental Impact Report (EIR) for the proposed Monterey Downs and Horse Park and adjacent Central Coast Veterans’ Cemetery (the “Project”)

Subsequent to the release of the RFP, the State Supreme Court ruled on AB1x26 and AB1x27. With the elimination of redevelopment agencies effective February 1, 2012, the scope of work for the Amendment had to be modified since all of the City of Seaside’s former Fort Ord Lands are within the Seaside-Fort Ord Redevelopment Project Area. It was intended that redevelopment funds would pay for the majority the Amendment scope of work. With the elimination of this funding source, the Amendment scope of work was modified to focus only those land use changes that may be required as part of the proposed Monterey Downs and Horse Park entitlement/environmental review process.

On January 9, 2012, the City received two submittals in response to the City’s RFP for the preparation of a Program/Project level EIR for the proposed Project. Proposals were received from EMC Planning Group, Inc (EMC) and RBF Consulting (RBF). Pacific Municipal Consultants (PMC) submitted a proposal to provide General Plan and Zoning Amendments for the Project and associated environmental review documents.

Using the selection criteria outlined in the RFP, staff reviewed and rated the written EIR/General Plan Amendment proposals. On January 17, an oral panel consisting of planning professionals from the County of Monterey, City of Marina, City of Salinas, the Fort Ord Reuse Authority and the City’s economic development consultant, Larry Seeman, interviewed all three firms. Both written and oral panel reviewers ranked RBF as the preferred consultant team to prepare the EIR. This recommendation was based on the following strengths.

1. RBF's demonstrated understanding of the Project and the complex issues and constraints associated with development on the former Fort Ord that has been obtain through extensive experience working on other former Fort Ord projects.
2. The technical expertise and Fort Ord experience of key personnel preparing the traffic and biology technical reports and assessments.
3. The firm's capacity and commitment to dedicate the resources, including key principal staff, required to prepare the EIR on schedule and within budget.

Based upon staffs' written proposal ranking and the recommendations of the oral interview panel, it is recommended that RBF be retained to prepare a combined Program and Project Level EIR for the proposed Monterey Downs and Horse Park & Central Coast Veterans Cemetery.

FISCAL IMPACT

The approval of this contract agreement will have no financial impact to the City's General Fund. On December 1, 2011, the Developer and the City entered into a Deposit and Reimbursement Agreement to provide for a deposit of funds by Developer with the City for costs incurred by the City to conduct an environmental review of Developer's proposed project. Under this Agreement, the Developer has placed One Hundred Thousand Dollars (\$100,000) on deposit with the City for the City to reimburse itself for all actual out-of-pocket costs and expenses incurred in preparing the environmental review of the Project as required by CEQA.

In addition, Section 13, titled "Billing" has been added to the Consultant contract agreement. The Consultant is to bill the City on a monthly basis and the City is to remit payment within twenty (20) working business days of receiving the invoice. Under the contract agreement unpaid and outstanding monthly bills ("Outstanding Bills") plus work that the Consultant has performed, but not yet billed to City, as well as and including any work being performed by sub consultants and Consultant ("Work In Progress") may not exceed Seventy Five Thousand Dollars (\$75,000). If at any time Consultant's Outstanding Bills plus Work In Progress equals \$75,000, Consultant shall immediately stop work and send City a written notice informing the City that the Consultant has stopped work until a payment is received so that the combined amount of Outstanding Bills and Work In Progress is less than \$75,000. Furthermore, with the execution of this contract agreement, the Consultant acknowledges and agrees that any and all work performed over the \$75,000 cap is done at Consultant's full risk of not being paid.

ATTACHMENTS

1. Conceptual Project Site Map
 2. Resolution Approving Execution of Contract Agreement with RBF
 3. Contract Agreement including Scope of Work and Budget
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Reviewed for Submission to the
City Council by:

Diana A. Ingersoll,

Acting City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE, AWARDING A CONSULTANT CONTRACT TO RBF CONSULTING, A BAKER COMPANY, FOR THE PREPARATION OF A COMBINED PROGRAM AND PROJECT LEVEL ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE PROPOSED MONTEREY DOWNS AND HORSE PARK & CENTRAL COAST VETERANS CEMETERY AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE CONTRACT FOR AN AMOUNT NOT-TO-EXCEED FIVE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$579,930).

WHEREAS, Monterey Downs LLC, (the “Developer”) plans to seek certain land use entitlements and other regulatory approvals for the proposed Monterey Downs and Horse Park project (the “Project”); and

WHEREAS, both the City and the County have certain regulatory jurisdiction over various aspects of the Project since a portion of the Project is located within the jurisdiction of the City of Seaside (the “City”) and a portion of the Project is located within the jurisdiction of the County of Monterey (the “County”); and

WHEREAS, under the “Memorandum of Understanding for the Processing of Environmental Review and Economic Review for Land Use Entitlements and Regulatory Approvals Required for the proposed Monterey Downs and Horse Park Project” entered into between the City and the County (“the MOU”) on November 17, 2012, the City is to be the lead agency for processing the environmental review of the Project; and

WHEREAS, the City solicited proposals for planning and environmental review services from local firms; and

WHEREAS, based on competitive proposals submitted on January 9, 2012 by teams that have performed similar work, the RBF team was selected as the most qualified to perform this work based familiarity with the proposed development project, professional qualifications, experience with the other projects on the Former Fort Ord, and sufficient staffing capabilities to complete the scope of work within the required timeframe.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside City Council hereby awards a consultant contract agreement to RBF Consulting, to prepare a combined Program and Project Level Environmental Impact Report for the proposed Monterey Downs and Horse Park & Central Coast Veterans Cemetery and authorizes the Acting City Manager to execute the contract for a maximum not to exceed amount of Five Hundred Seventy Nine Thousand Nine Hundred Thirty Dollars (\$579,930) per the fee estimate/budget outlined in Attachment 2 of the contract agreement.

PASSED AND ADOPTED at a regular meeting of the Seaside City Council held on the 16th of February, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Felix H. Bachofner
Mayor

Maricela Hernández, MMC
City Clerk



Legend	
1.	Training Facility
2.	Country Walk
3.	Horse Park
4.	Habitat Area
5.	Open Space / Parks
6.	Affordable Extended Stay Hotel
7.	Residential
8.	Neighborhood Parks
9.	Water District
10.	Hotel / Office / Athletic Club

PROFESSIONAL SERVICES AGREEMENT

Monterey Downs and Horse Park and Central Coast Veteran's Cemetery Program Level Environmental Impact Report

THIS AGREEMENT is made and entered into this 16th day of February, 2012, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", and RBF CONSULTING, A BAKER COMPANY hereinafter called "Consultant".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, the City desires to engage the Consultant, and the Consultant agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

DESCRIPTION

Preparation of a combined Program and Project Level Environmental Impact Report (the "EIR") for the proposed Monterey Downs and Horse Park & Central Coast Veterans Cemetery

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as attachments:

Attachment 1, Monterey Downs and Horse Park & CVCC EIR Scope of Work and Schedule dated January 24, 2012

Attachment 2, Monterey Downs and Horse Park & CVCC EIR Fee Estimate/Budget dated January 24, 2012

3. **Scope of Work.** Consultant's scope of work is described in the proposal attached hereto and incorporated herein by this reference.
4. **Scope of Work--Additional.** It is understood by City and Consultant that it may be necessary, in conjunction with the Project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Consultant shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Consultant and has given

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its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the Deputy City Manager. Except as hereinabove stated, any additional service shall require a written amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Deputy City Manager.** The Consultant shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager. The Deputy City Manager reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager is authorized to execute these changes by amended agreements.
6. **Responsibility of Consultant.** By executing this agreement, Consultant represents and states to City that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Consultant further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Consultant, his employees, agents and sub-consultants, shall be independent contractors with regard to the providing of services under this agreement and that Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.
8. **Materials and Equipment.** Consultant shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Digital Files.** Consultant shall furnish copies of all deliverables on compact disks (for example, plans, specifications and cost estimates) in digital format. Files shall be compatible with the current versions used by the City of Seaside and shall be in Word, Excel, AutoCAD 2005, or appropriate software that is the industry standard for the application.
10. **Employment of Personnel.** Consultant shall provide experienced and qualified personnel to carry out the work to be performed by Consultant under this agreement and shall be responsible for and in full control of the work of such personnel.
11. **Time of Performance.** Subject to the limitation herein, the Consultant agrees to perform the work and services in accordance with the proposal. The service of the Consultant is to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.

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12. **Compensation.** Subject to the limitation herein, the Consultant agrees to perform the work and services specified and outlined in the proposal for the Contract Amount Maximum Not to Exceed unless specifically authorized by a written contract amendment prior to the commencement of any additional work. The total Contract Amount Maximum Not to Exceed for this contract is FIVE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$579,930) which includes all costs.

13. **Billing.**

a) Consultant shall bill City monthly and City shall pay all such bills within twenty (20) working business days after they are delivered.

b) If at any time Consultant's together with sub consultants' unpaid and outstanding monthly bills ("Outstanding Bills") plus "Work In Progress" (defined as work that the Consultant has performed, but not yet billed to City, as well as and including any work being performed by sub consultants and Consultant) equals Seventy-Five Thousand Dollars (\$75,000), Consultant shall immediately stop work and send City a written notice ("Stop Work Notice") informing the City that the Consultant has stopped work until a payment is received so that the combined amount of Outstanding Bills and Work In Progress is less than \$75,000. Consultant shall provide a Stop Work Notice to City and work with City to receive payment in a manner that provides that work is stopped for the shortest period of time possible. If Consultant does not stop work when Outstanding Bills and Work in Progress together total \$75,000, Consultant hereby acknowledges and agrees that all work performed over \$75,000 is done at Consultant's full risk of not being paid and City shall not be liable for any work complete or in progress in excess of said \$75,000 amount.

14. **Prevailing Salaries.** If the Consultant hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.

15. **Audit Authority.** Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to the City. The City and the City's auditor shall be afforded access to the Consultant's records, books, correspondence and other data relating to this agreement. The consultant shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, Consultant agrees to make said records, books correspondence and other data relating to this agreement available to City at City's principal place of business upon seventy-two (72) hours written notice. The City Manager, or his or her designee, shall at all times have the right to inspect the work, services, or materials. Consultant shall furnish all reasonable aid and assistance required by City for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve Consultant from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

16. **Assignment.** Consultant shall not assign any duties, responsibilities or obligations without

prior written consent of the City.

17. Indemnification

- a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties"), from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other that described above under "Description of the Project" without the written consent of the Consultant.
- b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulator proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-consultants of Consultant.
- c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be full-responsible according to the terms of this section. Failure to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City, is set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

- 18. Insurance.** Prior to the beginning, and throughout the duration, of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY. CONSULTANT shall provide the

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following types and amounts of insurance:

- 1) Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- 2) Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability limits no less than \$1,000,000 per accident for all covered losses.
- 3) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal autos in any way on this project CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.
- 4) Errors and Omissions Liability CONSULTANT shall provide evidence of professional liability insurance on a policy form appropriate to consultant's profession. Limits shall be no less than \$1,000,000 per claim.

Certificates of Insurance and Endorsements. The Consultant will file a certificate of insurance and endorsement naming the City as additional insured under General Liability and Auto Liability. Such liability insurance maintained by the contractor shall be primary and non-contributory and any coverage maintained by the City of Seaside shall not be expected to contribute to any claims arising from the work of this contract. These certificates shall be filed with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

19. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.
20. **Inspection of Work.** The City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Consultant. Consultant shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Consultant of any obligation to perform said services in accordance with the law or this agreement.

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21. **Waiver.** Consultant agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this agreement.

22. **Attorney's Fees and Court Venue.** Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

23. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE
Diana Agar Ingersoll, P. E.
Acting City Manager
440 Harcourt Avenue
Seaside, CA 93955

CONSULTANT
Bill Wiseman
Vice President
RBF Consulting
3180 Imjin Road
Marina, CA 93933

24. **Non-discrimination.** During the performance of this project, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, or age.

25. **Interest of Consultant.** Consultant declares that he presently has no interest and shall not acquire any interest, direct or indirect, Financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Consultant certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Consultant shall at all times be deemed an independent contractor and not an agent or employee of City.

26. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay

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Consultant for all services performed to the satisfaction of City to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Consultant.

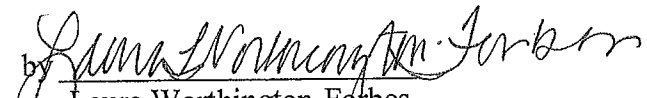
27. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant.
28. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in California. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null insofar as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.
29. **Integrated Agreement.** This agreement represents the entire understanding of City and Consultant 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 in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

RBF CONSULTING
"Consultant"

by _____
Diana Agar Ingersoll, P.E.
Acting City Manager

by 
Laura Worthington-Forbes
Senior Vice President

Professional Services Agreement
Monterey Downs and Horse Park & CVCC EIR

ATTACHMENT 1

*Monterey Downs and Horse Park & CVCC EIR Scope of Work and Schedule dated
January 24, 2012*

MONTEREY DOWNS & CCVC ENVIRONMENTAL IMPACT REPORT

SCOPE OF WORK

Prepared for



Prepared by



January 24, 2012

SCOPE OF WORK

RBF will provide the City of Seaside (City) with a legally defensible program-level with project-level components Environmental Impact Report (EIR) that will address all aspects of the proposed Monterey Downs and Horse Park (Monterey Downs) and the Central California Veteran's Cemetery (CCVC) project (the proposed project). Criteria for determining impact significance will be clearly defined early in the process, and will be reviewed with the City prior to finalizing.

Refinements and clarifications to the work plan, as well as detailed descriptions to the preparation of relevant technical data, to be prepared by RBF and our sub-consultants, are provided below.

PHASE 1 - PROJECT INITIATION

RBF will coordinate with City staff to define the specific work program, confirm staff expectations, define the level of detail required, finalize the work schedule, and confirm communication protocols during the project initiation. During this task, RBF will also peer-review the technical reports for the proposed project.

KICKOFF MEETING

RBF and sub-consultants (the RBF Team) will attend a kickoff meeting to clarify program objectives, identify key issues, gather background documents, establish communication protocol, and discuss City expectations for the project. RBF will review the Scope of Work and project schedule with the City and refine as necessary. As discussed in the Project Understanding and our approach, due to our familiarity with the proposed project, we feel that one project kick-off meeting would be adequate.

DRAFT PROJECT DESCRIPTION

RBF will work the City of Seaside and the project applicant to prepare a draft project description. This will help to inform the preparation of the NOP and ensure that the relevant technical studies are prepared consistent with what is being prepared.

As stated in Section 15124 of CEQA, the project description will contain the following information but will not supply extensive detail beyond that needed for evaluation and review of the potential environmental impacts.

- The precise location and boundaries of the proposed project will be shown on regional and local maps
- A statement of objectives sought by the proposed project will be presented in the project description. A clearly written statement of objectives will help the City of Seaside develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers in preparing findings or a statement of overriding considerations, if necessary. The statement of objectives will include the underlying purpose of the project.
- A general description of the project's technical, economic, and environmental characteristics,
- A statement briefly describing the intended uses of the EIR. This statement will include, to the extent that the information is known to the City of Seaside,
- A list of the agencies that are expected to use the EIR in their decision-making process (e.g. responsible and trustee agencies),
- A list of permits and other approvals required to implement the project, and
- A list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies, and
- All decisions subject to CEQA will be listed in the order in which they will occur.

The draft project description will be submitted to the City for review and comment. RBF will incorporate the City's modifications into the project description for incorporation into the Administrative Draft EIR and the Notice of Preparation.

PEER-REVIEW TECHNICAL STUDIES

RBF will compile and peer-review background information and technical reports prepared by the project applicant for the Monterey Downs and the CCVC. Given the importance of maintaining an aggressive schedule, our scope of work assumes that all of the technical reports prepared for the Monterey Downs and CCVC will be available for review once the notice to proceed has been issued by the City and that significant revisions would not be needed prior to initiating preparation of the EIR.

The following technical reports will be peer-reviewed by RBF:

- **Biological Surveys and Forest Resource Evaluation** – RBF understands that the project applicant's consultant has completed reconnaissance-level biological surveys of the project site and will be completing a Forest Resource Evaluation (FRE).

On behalf of RBF, Zander Associates, under contract to RBF, would peer-review the reconnaissance-level biological surveys prepared on behalf of the project applicant. A peer-review letter would be prepared that would evaluate the adequacy of the biological surveys. The schedule and scope of work assumes that the reconnaissance-level biological surveys conducted by the applicant are adequate and that additional surveys would not be necessary.

James P. Allen and Associates would conduct a peer-review of the project applicant's FRE. A peer-review letter would be prepared that describes the adequacy of the FRE. This scope of work assumes that the project applicant would make any revisions to the FRE based on the peer-review.
- **Geotechnical Report** – RBF understands that the project applicant has prepared a geotechnical report for the proposed project. On behalf of RBF, Pacific Crest Engineering would conduct a peer review of the geotechnical report, which would evaluate the adequacy of the analysis within a letter report. This scope of work assumes that the project would make revisions to the geotechnical report based on the comments provided by Pacific Crest Engineering.
- **Preliminary Drainage Analysis** - The project applicant has prepared a preliminary drainage analysis for the proposed project. RBF's senior civil engineer/hydrologist, Harvey Oslick would peer-review the project applicant's drainage analysis and evaluate the proposed on-site stormwater features incorporated into the project design. A peer-review letter would be prepared by RBF which describes the adequacy of the drainage analysis. This scope of work assumes that the project applicant would make any revisions to the preliminary drainage analysis based on comments provided by RBF.
- **Preliminary Utilities Reports** – RBF understands that the project applicant has prepared preliminary utilities reports, which analyze the wastewater infrastructure, water supply, and stormwater infrastructure at the project site. RBF's civil engineer, Fareed Pittawala, would validate the assumptions made in the preliminary utilities reports for use in the EIR analysis of utilities. This scope of work assumes that the project applicant for the Monterey Downs and Horse Park would make any necessary revisions to the utilities reports based on comments prepared by RBF.

PREPARE TECHNICAL STUDIES

Our scope of work assumes that the following technical reports would be prepared by the RBF team for the proposed project for use in the EIR analysis. The full scope of work for each technical report is included in the approach to the environmental analysis under Phase 2: Draft EIR.

- **Air Quality and Greenhouse Gas Analysis** – RBF will prepare an air quality and greenhouse gas analysis technical report for use in the EIR. The technical report will address ambient conditions within the project area; construction-related air quality emissions; and long-term operational air

quality emissions. The greenhouse gas analysis portion of the technical report will include an inventory of greenhouse gas emissions (GHG) from both direct and indirect sources and will identify and analyze direct and indirect impacts of the proposed project from climate change (e.g. carbon sequestration).

- **Noise Analysis** - RBF will prepare a noise analysis for use in the EIR. The noise analysis will evaluate existing noise conditions within the project site based on noise monitoring. Both short-term and long-term noise levels would be evaluated associated with future development within the project site. The noise analysis would be incorporated into the EIR.
- **Biological Assessment** – Upon completion of the peer-review to determine the adequacy of the reconnaissance-level biological surveys that were conducted for the project applicant, Zander Associates will prepare a biological assessment for the proposed project for inclusion in the EIR.
- **Cultural Resources Assessment** – Pacific Legacy, on behalf of RBF will prepare a Cultural Resources Assessment of the proposed project. This assessment will provide the basis for the EIR analysis.
- **Traffic Impact Analysis** – RBF will initiate preparation of a traffic impact analysis for the proposed project which will evaluate impacts to study intersections and roadway segments.
- **Water Supply Assessment** – This scope of work assumes that the Marina Coast Water District (MCWD) would independently initiate their consultant to prepare the Water Supply Assessment (WSA) for the proposed project. The budget for the cost of the WSA will be included in RBF's overall contract.

NOTICE OF PREPARATION

RBF will prepare the Notice of Preparation (NOP) for the proposed project. The NOP package will be prepared pursuant to Section 15082(a) of the CEQA Guidelines. An electronic file in both MS Word will be sent to the City for review and consideration. Following review and incorporation of comments by the project team, RBF will prepare the final NOP and sent to the City for distribution by the City's project consultant.

PUBLIC SCOPING MEETING

RBF will prepare and conduct one (1) public scoping meeting on the EIR for the proposed project. The scoping meeting will be conducted in collaboration with the City at a location in the vicinity of the project site. The public scoping meeting will serve to obtain information and input from the public, as well as to inform the public about the CEQA review and EIR process.

REVIEW NOP COMMENTS/REFINE PROJECT SCOPE

Based on comments received by the public from the NOP and the public scoping meeting, RBF will review the key environmental issues with the project team, clarify/refine the scope of work for the EIR, and identify any additional analytical tasks not included in this proposal. RBF shall submit a memorandum and a table documenting the major environmental issues addressed by comments on the NOP and during the public scoping meeting. All NOP responses will be compiled for inclusion in the appendix of the EIR, if directed by the City.

PHASE 2 - DRAFT EIR

RBF will prepare an Administrative Draft EIR (ADEIR) for review and comment by the City. Following preparation of the Administrative Draft, RBF will prepare a Screencheck Draft followed by a Public Review Draft that incorporates all comments received on the previous draft. The approach to each specific section of the EIR is summarized below. Our scope of work assumes that all comments from the City and County will be consolidated into one document.

To expedite the review process, portions of the Administrative Draft will be prepared in phases, including the environmental setting section of each environmental resource section of the EIR. This will help to facilitate review and address any unanticipated or sensitive issues associated with the proposed project early in the EIR preparation Draft process. Our schedule presents a proposed phasing schedule that can be refined during project initiation.

EXECUTIVE SUMMARY

As stated in Section 15123 of the CEQA Guidelines, the EIR will contain a brief summary of the proposed actions and its consequences. The language of the summary will be as clear and simple as reasonably practical. The summary will identify:

- Each significant effect with proposed mitigation measures and alternatives that would reduce or avoid that effect;
- Areas of controversy known to the Lead Agency including issues raised by agencies and the public; and
- Issues to be resolved including the choice among alternatives and whether or how to mitigate the significant effects.

INTRODUCTION AND PURPOSE

The Introduction to the EIR will describe the CEQA process specific to the proposed project and identify steps taken by the City to comply with relevant requirements (e.g., public scoping and notification). Final revisions to that chapter will be made as part of preparation of the ADEIR.

The Introduction will describe the project background and purpose; outline the lead agency, lead agency, and other trustee agency roles, as well; and other required approvals (describing any permit requirements); describe the intended uses of the EIR (e.g., compliance with CEQA); outline the EIR scoping process; and address areas of known controversy (e.g. tree removal, water supply and traffic).

REVIEW OF DRAFT SPECIFIC PLAN

RBF will review the applicant-prepared Administrative Draft Specific Plan in comparison to the draft Project Description to ensure that it is consistent and provide recommendations and suggestions (particularly to the development standards and design features sections) that could help to “pre-mitigate” potentially significant environmental impacts. RBF will provide the City with a draft and final memo outlining our suggestions and recommendations.

PROJECT DESCRIPTION (REVISED)

A draft Project Description would be developed within Phase 1. Minor revisions would be made to the project description as part of this task to address any modifications to the project description for the ADEIR.

ENVIRONMENTAL ANALYSIS

RBF will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (i.e. Notice of Preparation responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue and identify short-term and long-term environmental impacts associated with the project, and their levels of significance. Feasible mitigation measures and recommended conditions of approval will be identified to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts, even after mitigation. The environmental documentation will assist in

identifying constraints, modifications, and improvements, which may be incorporated into the land planning process.

As described in the Project Understanding and Approach, portions of the environmental analysis will be delivered to the City in iterative project deliverables. This will help to facilitate review and address issues associated with the proposed project early in the process in order to meet the schedule.

AESTHETICS AND VISUAL RESOURCES

The majority of the project site is covered in rolling topography and covered with coast live oak woodland with the exception of several paved, gravel and dirt roads that traverse the project site. In addition, public viewing areas are located in the vicinity of the project site including: the Bureau of Land Management (BLM) open space, which is located to the east and southeast of the project site; and the California State University Monterey Bay (CSUMB) open space, which is located to the north of the project site. The proposed project has the potential to substantially alter the existing visual character of the project site and views of the area from the proposed Eastside Parkway and public open space areas that surround the project site through build out of the proposed project.

RBF will conduct a site visit and will document the existing visual character of the project site and surrounding area. In consultation with City staff, RBF will identify up to eight (8) potential public viewpoints from which to evaluate the visual impacts of the proposed project.

RBF assumes that the project applicant will prepare conceptual renderings and elevations of the proposed project. The location and composition of these renderings will be discussed with the project applicant, City staff, and RBF prior to their preparation. The conceptual renderings and elevations will take into consideration vegetation removal, grading contours, and proposed physical improvements within the project site (e.g. structures and proposed landscaping).

Based on photographs of the project site, the existing site plan, and the conceptual renderings and elevations, this section of the EIR will evaluate the following:

- Description of existing views to and from the project site will be provided with an emphasis on views from the proposed Eastside Parkway and from surrounding public open space areas;
- Evaluation of the alteration in views of the project site to and from these public viewing areas based on visual sections prepared by the project applicant;
- Evaluation of the proposed project for the potential to introduce substantial new night-time lighting or create new sources of glare that could affect surrounding land uses.
- Evaluation of policies included in the County of Monterey General Plan and City of Seaside General Plan related to aesthetics that are relevant to the proposed project; and
- Identification of mitigation measures determined to be appropriate and those determined to be feasible for implementation.

Mitigation measures will be considered which could include: site or design structures in such a way that they do not block or eliminate important scenic viewsheds; design structures so that they are sensitive to surrounding land uses and any natural features (e.g. oak trees); incorporate vegetative screening to soften architectural structures; and consider building mass and form, building proportions, roof profile, architectural detail and fenestration, and the texture and quality of building materials.

AIR QUALITY

The project site is located within the jurisdiction of the Monterey Bay Unified Air Pollution Control District (MBUAPCD). RBF will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan, etc.) will also be provided. RBF will

provide an overview of the nature and location of existing sensitive receptors in the vicinity of the project site (e.g. single family residential uses located within the Ord Military Community Marshall Park neighborhood located west of the Parker Flats Cutoff).

Construction-Related Emissions. Fugitive dust emissions from construction activities during vegetation and tree removal, grading and site preparation activities will be evaluated using CalEEMod. The analysis will estimate equipment exhaust emissions utilizing the latest emission factors as prescribed by CARB and the EMFAC2007 and OFFROADS2007 models. RBF will also qualitatively discuss naturally occurring asbestos impacts.

RBF assumes that cleanup of the Munitions and Explosives of Concern at the project site would comply with the Remedial Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance Plan or any subsequent changes to that plan required by the Environmental Services Cooperative Agreement Remediation Program Team. Therefore, this scope excludes a Health Risk Assessment of contaminated particulates during grading operations.

Long-Term Emissions. RBF will quantify mobile source emissions and provide a comparison to the MBUAPCD thresholds of significance. RBF will quantify mobile source emissions and provide a comparison to the MBUAPCD thresholds of significance. The emissions will be quantitatively derived utilizing CalEEMod. Project consistency with MBUAPCD's Air Quality Management Plan for the Monterey Bay Region will be assessed. Carbon Monoxide Hotspot modeling will be conducted for any intersections where the LOS exceeds the MBUAPCD's screening criteria. This scope of work excludes a Human Health Risk Assessment for operational conditions.

BIOLOGICAL RESOURCES

RBF recognizes that there will be a heightened sensitivity regarding potential impacts to biological and forest resources within the project site. The project site for the Monterey Downs and Horse Park is located west of the Bureau of Land Management (BLM) open space area and includes a 73-acre Habitat Area that was intentionally set-aside as an Oak Woodland Habitat Reserve as part of the East Garrison/Parker Flats Land Use Modification that was completed in 2003. RBF understands that this portion of the project site will remain undeveloped except trail "connections" and trail use within the project site. As part of the ESCA process, individual trees, as well as oak woodland and habitat would have to be removed from the project site. The oak woodland areas to be affected by the proposed project are populated with trees that meet the "protected" or "landmark" status.

RBF understands that the project applicant for the Monterey Downs and Horse Park project has conducted reconnaissance-level biological surveys and will be preparing a Forest Resource Evaluation (FRE) for all components of the proposed project. In addition, RBF understands that biological resource evaluation and a forest resource evaluation was completed for the CVCC.

As noted under Phase 1, Zander Associates would be conducting a peer-review of the biological survey and preparing a biological assessment and James P. Allen & Associates would be conducting a peer-review of the Forest Management Plan prepared by the project applicant. RBF assumes that all other biological surveys and reports prepared for the CVCC would be adequate for evaluating environmental impacts to biological resources within the project site.

Forestry Resources - Tree removal at the project site would be subject to the requirements of the Monterey County Zoning Ordinance Section 21.64.260.D.3 and the City of Seaside Municipal Code Chapter 8.54 and Section 21083.4 of the CEQA Guidelines.

Based on a review of the FRE and a site inspection, James P. Allen & Associates would prepare a memorandum including identifying whether or not the FRE identified necessary treatments for protection of tree resources within the project site. This scope of work assumes that revisions to the FRE would be completed by the project applicant's consultant and will be consistent with Arborist/Forester report

criteria as required by Monterey County and the City of Seaside. Upon any revisions to the project applicant's FRE, James P. Allen & Associates would review the revised FRE to confirm conformance with the requested changes.

It is assumed that the FRE prepared for the proposed project and presented for peer review will meet the following criteria and include the following information:

- Provide a thorough description of the forest resource on the project site.
- Provide an estimate of the total tree population by size class and general condition rating using stratified random sampling.
- Establish the presence of "landmark" trees as well as any other significant forest resource occurrences or unique values.
- Provide information regarding ongoing forest impacts such as erosion or invasive species.
- Outline potential impacts of mass grading and opportunities for preservation of forest resources, including transplanting.
- A review of design and construction methodology.
- Recommendations for design alterations or alternative construction methods to preserve the maximum number of trees.
- Identify significant impact levels and identify appropriate mitigation, if necessary.
- Create tree preservation specifications, including a Tree Protection Plan.

Biological Resources - Zander Associates, as a sub-consultant to RBF, will conduct a peer review of the biological surveys prepared for the project applicant and prepare a biological assessment for the proposed project. RBF assumes that if deficiencies in the biological surveys are identified that the project applicant will provide updated surveys for use in the biological assessment.

Zander Associates will consult with the most current CNDB, CNPS, USFWS, and other databases to confirm records on special status species and other resources in the project area. Available background data and studies pertaining to biological resources for the project vicinity will also be reviewed. A one-day reconnaissance of the project site and surrounding area will be conducted to evaluate existing vegetation types and special status species habitats as documented by the project applicant's biologist.

The proposed development plans for the proposed project will be reviewed against the backdrop of the background review and site reconnaissance. An evaluation of the plan for its impact on biological resources will be conducted by overlaying electronic (AutoCad) files of the development plans on habitat and species files of the development plans on habitat and specific files of the site to confirm the project applicant's conclusions regarding the nature and extent of impacts on vegetation types (e.g. oak woodland) and other resources.

Zander Associates will prepare a biological resources assessment that will present the methods and results of the background review and site reconnaissance, describe the existing vegetation patterns and wildlife habitats on the project site, evaluate the potential (or actual, if observed during the site reconnaissance) occurrences of special status species, and provide a map delineating biological resources. The biological assessment will also include an assessment of the impacts of the proposed land use plan on biological resources and provide preliminary conclusions and recommendations relative to the suitability of the project site for the proposed project. Recommended mitigation measures will be included to address any potentially significant or significant environmental impacts.

Based on the peer-review of the project applicant's forest evaluation, peer-reviews of the biological surveys and completion of a biological assessment, the Biological Resources Section of the EIR will summarize the existing conditions; identify applicable regulations; identify and evaluate all potentially significant direct and indirect impacts to biological resources and forestry resources, both onsite and offsite; and recommend

mitigation measures specific to each impact for any potentially significant or significant impacts. Potential tree retention/mitigation strategies to address the removal of oak woodlands will be addressed including but not limited to: matching lot layouts to topography to minimize grading, retaining healthy and visually significant landmark trees and tree transplants where appropriate and recommended by the forester both on- and off-site.

CULTURAL RESOURCES

Pacific Legacy as a subconsultant to RBF would conduct a preliminary cultural resources reconnaissance of the project site which evaluates the potential for archaeological and/or historic resources within the project site. In addition, Pacific Legacy will coordinate with the City and County to conduct tribal consultation as required by Senate Bill 18. RBF understands that an archaeological survey has already been completed for the CCVC, which determined that there was no evidence of sacred/religious site, no evidence of Native American remains and no findings of Historical Significance.

The cultural resource assessment and tribal Consultation will include a records search at the Northwest Information Center of the California Historical Resources Information System at Sonoma State University for a half mile radius surrounding the project site. Based on the records search, an overview and synthesis of materials collected will be summarized (i.e., Native American sites, ethnographic sites, historic homesteads, historic structures, and military features) within the area of potential effect (APE) and the potential to encounter unidentified prehistoric and historic resources that have not been subject to cultural resource studies will be addressed.

Relevant historical societies or other institutions will be contacted via letter to determine if any areas of historical concern are documented. In addition, the Native American Heritage Commission (NAHC) in Sacramento would be contacted to request a sacred lands search and obtain a list of interested Native American groups for Monterey County who may have information regarding cultural resources within the project site and within the APE.

To comply with CEQA and Senate Bill (SB) 18, local interested Native American groups will be contacted regarding known resources within project site and vicinity. The NAHC has ten days to respond to our request. Once a list of interested Native Americans is obtained from the NAHC, they will be mailed a project map and request for consultation. Pacific Legacy will assist the City and RBF in undertaking consultation with interested Native Americans required by SB18.

Using the archaeological survey report, the impact analysis in the EIR will discuss potential impacts to various cultural resource classes (i. e Native American sites, buildings, potential historical resources) within the project site and will include mitigation measures to reduce potential impacts to a less than significant level.

GEOLOGY AND SOILS

The project site is located within rolling hills terrain that is underlain by a sequence of primarily old dune sediments which may contain some fluvial sediments. Typically, the formation within the project area is composed of weakly consolidated, well-sorted (poorly graded), fine- to medium-grained sand. The potential geologic hazards for the proposed project are primarily erosion and intense seismic shaking, with a more remote potential for liquefaction and lateral spreading.

RBF understands that the project applicant is currently preparing a geotechnical report and preliminary grading plan for the proposed project. Pacific Crest Engineering, as a subconsultant to RBF would provide geologic and geotechnical review of the reports prepared by the project applicant. Pacific Crest Engineering will perform a review of the existing geotechnical and geologic reports prepared for the project site, as well as examine published and unpublished maps and reports in the vicinity of the project site. Geologic maps issued by the United States Geological Survey and California Geological Survey will be reviewed, as well as soil maps issued by the Natural Resources Conservation Service (NRCS). If any

deficiencies are identified by Pacific Crest Engineering, the project applicant will provide an updated report accordingly.

Pacific Crest Engineering will provide feasibility-level conclusions and recommendations for the proposed project based on a cursory review of existing geologic literature,

The Geology and Soils Section of the EIR will include the following:

- Description of soil conditions within the project site based on the data available (e.g., U.S. Department of Agriculture Natural Resources Conservation Service for Monterey County). This will include a summary of soil suitability and constraints for future development;
- Identification of the geologic setting of the project site based on the Preliminary Geotechnical Investigation, including information regarding seismic hazards, liquefaction, landslides and slope instability, expansive soils, and erosion in the project area;
- Identification of mitigation measures for any significant or potentially significant impacts identified, based on review of background data and County development standards. This section will include specific Best Management Practices performance standards to address potential erosion impacts both during and after construction. Mitigation measures will also address the grading impacts to existing residences surrounding the project site.

GREENHOUSE GAS ANALYSIS

RBF will prepare an inventory of the greenhouse emissions (GHG) from both direct and indirect sources. The emissions inventory will be quantified with the CalEEMod model. As the MBUAPCD is currently in the process of establishing a threshold for GHG emissions, RBF will consult with MBUAPCD staff on an appropriate threshold prior to conducting the impact analysis. The GHG reduction associated with the project's design features will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures [September 2010]).

The proposed project would require the removal of numerous coast live oak trees located within the project site. The removal of trees would result in temporary CO₂ emissions associated with the use of gasoline or diesel powered equipment during removal and potential increases in CO₂ from the lack of CO₂ sequestration as a result of the loss of the trees. The proposed project would include a landscaping plan/tree replacement strategy that would likely replant trees both on and off-site, which has the potential to sequester CO₂ during the active growing period of the trees. RBF would evaluate the sequestration that is currently provided on the project site, as well as the CO₂ sequestration that would be provided by a proposed tree replacement strategy.

In response to Executive Order S-13-08 (2009 California Adaptation Strategy), RBF will identify and analyze the indirect impacts to the project from anticipated climate change. Such impacts include rising sea levels, public health threat caused by higher temperatures and more smog, damage to agriculture, habitat modification and destruction, higher risk of fires, and increased demand of electricity.

HAZARDS AND HAZARDOUS MATERIALS

The project site is located on the former Fort Ord within the Parker Flats Munitions Response Area (MRA). The Environmental Services Cooperative Agreement Remediation Program Team ("the ESCA RP team") on behalf of the Fort Ord Reuse Authority (FORA) prepared a Remedial Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance Plan (RD/RA LUCI O&M Plan). Cleanup at the project site will be conducted in accordance with the RD/RA LUCI O&M Plan and/or any subsequent changes to the plan required by the ESCA RP team.

This section of the EIR will describe the proposed phasing program for clean-up and any proposed changes to the program based on the proposed land uses; the environmental impacts of the proposed RD/RA LUCI

O&M Plan; whether the proposed project would emit hazardous materials; if the proposed project would interfere with any adopted emergency evacuation plans; and whether or not the proposed project would expose people or structures to a significant risk of loss, injury or death involving wildfire. Mitigation measures will be included in the EIR that include adequate performance measures to address the potential exposure of asbestos and lead from demolition of existing structures on the project site.

HYDROLOGY AND WATER QUALITY

The proposed project has the potential to substantially increase stormwater runoff with build out of the proposed project, as well as expose large areas of soil through tree removal and grading during grading and construction activities.

The project applicant has prepared a preliminary drainage analysis that will be peer-reviewed by RBF to ensure that it is technically accurate and sufficient in detail to prepare the Hydrology and Water Quality section of the EIR. As described under Phase 1, a peer-review letter would be prepared by RBF which describes the adequacy of the drainage analysis and this scope of work assumes that the project applicant would make any revisions to the preliminary drainage analysis based on comments provided by RBF.

Based on a peer-review of the project applicant's drainage analysis, this section of the EIR will evaluate whether or not the proposed project substantially alters the existing drainage pattern of the project site or area and/or creates runoff water that would exceed the capacity of the proposed stormwater drainage system. This section of the EIR will also evaluate the potential for a degradation of water quality during construction activities and long-term water quality impacts at the proposed drainage basins with implementation of the proposed project. Mitigation measures will be included to address any significant or potentially significant environmental impacts during short-term construction activities or long-term operation of the proposed project.

LAND USE AND PLANNING

The project site straddles two jurisdictions with approximately 542 acres of the project site located within the County of Monterey and 136 acres located within the City of Seaside. Parcels located within the County of Monterey are designated as PQP-D-S – Public Quasi Public-Design Control and Site Plan Review Overlays and the portion of the project site located within the City of Seaside is designated RH-High Density Residential and OSR-Open Space Recreation. The portion of the project site located within the City of Seaside is designated High Density Residential and Park and Open Space in the City of Seaside General Plan.

This section of the EIR will evaluate consistency of the proposed project with the City of Seaside General Plan and City of Seaside Zoning Ordinance, the Monterey County General Plan and Monterey County Zoning Ordinance; and the Fort Ord Reuse Plan; compatibility of the proposed project with surrounding land uses; and potential conflicts with the Fort Ord Habitat Conservation Plan if approved prior to implementation of the proposed project. Based on the consistency and compatibility analysis described above, the City and County may determine that amendments to their respective General Plans may be required.

The Land Use section will include the following:

- Description of existing land uses in the area;
- Consistency of the proposed project with the City of Seaside General Plan and City of Seaside Zoning Ordinance, County of Monterey General Plan and County of Monterey Zoning Ordinance, and the Fort Ord Reuse Plan.
- Discussion of the distribution, location, and extent of proposed land uses, and analysis of the proposed project with respect to logical growth patterns, compatibility, and contiguity with development in surrounding areas;

- Identification of mitigation measures identified for any significant or potentially significant impacts identified in this section of the EIR.

NOISE

RBF will review applicable noise and land use compatibility criteria for the City of Seaside. RBF will conduct short-term noise level measurements within the project site and vicinity. The noise monitoring survey will be conducted at up to four (4) separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location.

Construction-Related Noise and Vibration. Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations.

Operational Noise Sources. RBF will utilize the analysis contained in the City of Seaside General Plan EIR, Monterey County General Plan EIR, and the *Fort Ord Base Reuse Plan EIR* to the extent feasible to address operational impacts. Stationary sources that are anticipated to be analyzed include: the cemetery and associated facilities, the equestrian training facility, grandstand and sports area/entertainment center, commercial center, horse park, staging areas, affordable extended stay hotels, residential uses, neighborhood parks, and the aquatic center. The proposed project is anticipated to generate vehicular traffic from vehicles accessing and queuing within the structure. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108).

POPULATION AND HOUSING

The proposed project includes a variety of residential uses within the project site and therefore would increase the population within the project site and surrounding area. This section of the EIR will evaluate whether or not the proposed project would generate substantial growth within the planning area and the potential environmental effects caused by future population growth. The proposed project is not anticipated to result in the demolition of existing housing and therefore would not displace existing housing or people necessitating the construction of replacement housing elsewhere.

PUBLIC SERVICES AND RECREATION

The proposed project may result in an increase in demand for public services serving the project site. RBF will perform the following tasks for the Public Services and Utilities Section of the EIR:

- Contact service providers (e.g. Police and Fire Department) to determine existing service levels in the project area, including documentation regarding existing staff levels, equipment and facilities, and planned service expansions;
- Discuss project impacts on local school districts;
- Discuss the existing recreational facilities within the project vicinity and an analysis of the potential for the proposed project to result in increased use of these existing recreational facilities. This section of the EIR will also address any proposed recreational components of the proposed project.
- Describe City policies, programs, and standards associated with the provision of public services and recreational facilities; and
- Identification of mitigation measures determined for any potentially significant impacts, as applicable.

UTILITIES AND SERVICE SYSTEMS

This section of the EIR will describe existing utilities and infrastructure and potential environmental effects with implementation of the proposed project.

Implementation of the proposed project is anticipated to add to the existing service areas of utilities providers (e.g. water, wastewater, and stormwater), as well as generate additional solid waste. The proposed project would increase the water demand within the project site and qualifies as a "project" under Water Code Section 10912 based on a combination of residential, commercial/retail, and office space associated with the proposed project.

RBF understands that the project applicant has prepared preliminary utilities reports, which analyze the wastewater infrastructure, water supply, and stormwater infrastructure at the project site. As described in Phase 1, RBF's civil engineer, Fareed Pittawala and senior civil engineer/hydrologist, Harvey Oslick, will validate the assumptions made in the preliminary utilities reports and the preliminary drainage analysis for use in the EIR analysis. Our scope of work assumes that significant revisions would not be needed to these reports.

Utilizing the analysis in these reports, this section of the EIR will evaluate the environmental impacts of the construction of new storm drainage facilities or expansion of existing facilities to serve the proposed project; effects to the capacity of the Monterey Regional Water Pollution Control Agency's regional wastewater treatment plant; and the capacity of the landfill from increased generation of solid waste from the proposed project.

This scope of work assumes that the Marina Coast Water District (MCWD) would independently initiate their consultant to prepare the WSA for the proposed project. Utilizing the findings from the WSA, this section of the EIR will also address whether or not there are sufficient water supplies available to serve the project from existing entitlements and resources.

TRANSPORTATION AND CIRCULATION

The proposed project would result in increased traffic demand to the project site. A traffic impact analysis (TIA) will be prepared by RBF, which will evaluate the potential transportation impacts of the proposed project. The TIA will include traffic counts, evaluation of the project's trip generation, regional traffic modeling, evaluation of traffic distribution and assignments to the study roadway network (e.g. roadway segments and intersections), conducting scenario analysis, conducting intersection and roadway analysis, identification of traffic mitigation, and identify fair share contributions for recommended improvements.

The proposed project presents a unique trip generation and distribution characteristics. For the specialized uses we will develop trip generation rates based on similar projects, surveys, data research and the project description. The location of the project is also unique in that Eastside Parkway is a newly planned facility that is intended to draw regional traffic from the Highway 68 and the Blanco Road/Reservation Road/Imjin Parkway regional corridors. These corridors are being used by commuters between Salinas and the Monterey Bay on a daily basis.

Trip distribution to and from the project site is anticipated to occur at the Light Fighter Drive interchange from State Route 1 for northbound, and also from southbound traffic on State Route 1. Some northbound trips could occur from State Route 218. From the east, traffic would utilize Eastside Parkway when it is constructed. If it is not constructed, traffic would utilize Reservation Road, Imjin Parkway, Imjin Road and Abrams Road. From State Route 68, traffic will travel along State Route 218 and General Jim Moore Boulevard to the project site.

Modeling Scope: The Traffic Impact Analysis will utilize the Association of Monterey Bay Area Governments (AMBAG) 2010 travel demand model to identify future traffic impacts. RBF will be responsible for acquiring the latest version of the model and will incur any costs associated with its use.

The model has been updated with refined transit data, employment and housing balance data, and a 4D modeling tool for evaluating sensitivity for land use density, roadway connectivity, walkability and bicycle connectivity, which presents a more accurate and realistic base year and future year development scenario and subsequent traffic growth.

The regional model can be used to generate travel demand, origin-destination patterns, and mode choice changes. The model's ability to differentiate between visitors and local residents will be of particular value. Of course, the model produces road volume forecasts in terms of daily, peak periods, and peak hours. With a reasonable validation effort, the model can be fine tuned to accurately replicate traffic for the proposed project. The traffic forecasts account for capacity-related road delays as volumes increase. The interactions between future travel demand for a variety of trip purposes, the mode and parking choices available, and the future congestion can be modeled very efficiently using the AMBAG model.

Modeling tasks will including: reviewing TAZ assumptions for base and forecast years for the general area and the project site; reviewing network assumptions for base and forecast years, including the proposed project; confirm and adjust model validation against 2010 counts in the project area; conduct detailed coding of the project; conduct base and forecast model runs; develop model outputs for key roadway segments and intersections; document assumptions and results; coordination and presentation of results.

Each of these are discussed in more detail below:

REVIEW TAZ ASSUMPTIONS FOR BASE AND FORECAST YEARS

Our recent project experience using the AMBAG model has shown that the base year and forecast Traffic Analysis Zone (TAZ) land use assumptions are generally good at the jurisdictional level, there are often discrepancies with existing General and Specific Plan land use plans when looking at the TAZ level. Some of the TAZ's in the model have already been updated to accurately reflect local land use assumptions and additional adjustments are required to obtain accurate traffic volumes for the EIR analysis. This task will involve reviewing and reconciling those assumptions. Some degree of coordination with AMBAG, TAMC, FORA, and Caltrans is expected, and any changes will be agreed upon by regional transportation planning agencies. AMBAG may request a model use agreement and we are familiar with the contract requirements. The payment of a potential deposit to AMBAG for the agreement is not included in our scope and will be an added cost.

REVIEW NETWORK ASSUMPTIONS FOR BASE AND FORECAST YEARS

In addition, our recent project experience using the AMBAG model has shown that some of the future roadway assumptions are designed to match AMBAG's adopted MTP, but there are discrepancies with existing General and Specific Plan circulation elements when looking at detailed roadway assumptions. Model changes will be provided to AMBAG and Caltrans.

CHECK AND ADJUST MODEL VALIDATION AGAINST 2010 COUNTS

As part of this task, newer City of Seaside, FORA and area wide traffic will be coded into the TransCAD travel demand model and evaluation will be made of the model's performance against existing count data, with special attention on the project study area.

CONDUCT BASE AND FORECAST MODEL RUNS

A set of model runs will be conducted for year 2035 for each of the land use/network alternatives. The runs will use the 2010 AMBAG travel demand model to reflect the "Long Term Conditions" traffic forecast. This outer year is consistent with the AMBAG model/land use forecast horizon year. Model outputs are for a typical weekday and will be generated for AM peak hour, AM peak period (3 hours), PM peak hour, PM peak period (3 hours), and Daily conditions for both 2010 and 2035. RBF will also conduct one phasing scenario model run for the FORA Fee Reallocation Study scenario.

DEVELOP MODEL OUTPUTS FOR KEY ROADWAY SEGMENTS AND INTERSECTIONS

The travel demand model outputs will be important inputs to the TIA, air quality, greenhouse gas, and noise assessments. Model outputs will consist of TransCAD loaded network files.

PREPARE TRAFFIC IMPACT ANALYSIS

Following completion of the regional traffic modeling, RBF will complete the TIA. Based on our understanding of how the proposed project would develop, we propose the following development scenarios for analysis: Existing, Existing Plus Project Build out; Cumulative (2035); Cumulative (2035) Plus Project Build out.

The Existing Plus Project Scenario will include the full construction of Eastside Parkway between General Jim Moore Boulevard and Reservation Road. Project traffic and limited background traffic will be diverted onto the roadway. (Also see "Limited Road Network Scenario" below for an alternative approach to the Existing Plus Project Scenario.)

RBF also proposes an optional interim scenario with Project (FORA Fee Reallocation Study). The FORA Fee Reallocation Study assumes certain development in the FORA area and along Eastside Parkway. Design and development of Eastside Parkway is currently being conducted by FORA. The new connection will be a two lane facility from General Jim Moore Boulevard to Gigling Road, and a four lane facility from Gigling Road to Reservation Road, per the Fee Reallocation study. The new AMBAG model indicates that for 2035 conditions, traffic volumes along Eastside Parkway will increase beyond what the FORA Fee Reallocation study envisions, and may require additional lanes. Also, the existing Traffic Analysis Zones for the proposed project in the AMBAG model has lower trip generation compared to the new project site plan. Thus Eastside Parkway will have capacity to allow for some development. This analysis scenario will calculate the threshold at which the projects can develop without requiring additional improvements on Eastside Parkway. The remainder of the proposed project can then develop with additional roadway improvements. It should be noted that the model indicates high regional traffic on this facility. Thus timing of development of the proposed project becomes significant too. Ultimately the proposed project would have to pay its fair share towards the roadway improvements.

LIMITED ROAD NETWORK SCENARIO

Another development scenario includes an alternative where the projects develop, but Eastside Parkway is not fully constructed and access to the project is from Seaside along Gigling Road and Parker Flats Road only. Under this scenario, the project trip distribution will vary significantly compared to when Eastside Parkway is constructed. Some background growth in traffic would be assumed for this scenario. It is however a highly possible alternative, especially if residential and business development in FORA area does not occur before the projects are constructed. This alternative may also be construed as the "Existing Plus Project" scenario. Through development of the NOP, a refinement of the alternatives is anticipated to be addressed and developed.

As discussed in the project approach, we have eliminated ten of the intersections for the Existing and Cumulative conditions analysis, and added back three for the "Limited Road Network Scenario." In addition we have added intersections along Eastside Parkway for analysis. A figure in the project approach graphically presents the study intersections. We also recommend that the State Route 1/Light Fighter Drive interchange ramps and the freeway legs north and south of the interchange be analyzed. This interchange would provide primary access to the project site from the regional road network. HCM 2010 methodologies (Traffix analysis software) will be utilized for the analysis of AM and PM peak hours. In addition, weekend traffic will be qualitatively evaluated based on the peak trip generation for the project. No seasonal adjustments will be studied.

The TIA will also address bicycle, pedestrian and transit access to the project sites. It is anticipated that the proposed project will host special events on a few days per annum. On these special event days, traffic volumes to the facilities will increase and may exceed typical roadway capacity. These events do not constitute typical daily operations, but are perceived to have an impact on the local roadway system.

The TIA will be incorporated into the Transportation and Circulation section of the EIR. Upon completion of the Traffic Impact Analysis, RBF will deliver twenty-five (25) individually bound hard copies, two un-bound camera ready copies and three (3) CD's with an electronic copies in Microsoft Word and PDF print-ready and HTML web-ready format.

CUMULATIVE IMPACTS

Consistent with Section 15130 of the CEQA Guidelines, RBF will discuss cumulative impacts of the project when the project's incremental effect is cumulatively considerable. The analysis shall be conducted using either a "list of past, present and probable future projects producing related or cumulative impacts" or "a summary of projections contained in an adopted general plan or related planning document, or in a prior environmental document that has been adopted or certified which described or evaluated regional or area wide conditions contributing to the cumulative impact." If using the "list" approach, RBF shall identify the region of influence for each issue area being analyzed. Assumptions will be coordinated with the cumulative traffic analysis and with the assumptions of other projects in the vicinity to ensure consistency. This analysis will address each topic covered in the EIR environmental analysis and will identify appropriate mitigation measures that may reduce any potentially significant cumulative impacts to a less than significant level.

ALTERNATIVES TO THE PROJECT

RBF will work with City staff and the project team to develop alternatives to the proposed project. Each alternative will be contrasted with the proposed project in terms of the extent to which project objectives and reduction in adverse impacts are achieved. RBF will prepare a qualitative analyses of impacts from each alternative with respect to each environmental analysis topic covered in the EIR, and provide quantitative and comparative analysis where data is available (in accordance with recent case law and CEQA Guidelines Section 15126.6(d)). RBF will evaluate up to three project alternatives in addition to the "No Project" alternative as required by CEQA. Additional alternatives may include, but not be limited to the following: 1) a reduced density alternative; 2) alternative design with reduced environmental impacts; and 3) alternative location. Including an analysis of a total of four project alternatives will ensure a more legally defensible document. Upon completion of the alternatives analysis, an environmentally superior alternative will be identified.

OTHER CEQA CONSIDERATIONS

EFFECTS NOT FOUND TO BE SIGNIFICANT

This section will discuss impacts to resources not found to be significant. RBF assumes that the proposed project would have no impact or would have a less than significant impact on the following environmental issues and therefore would not be included as technical sections in the EIR, but would be described as Effects Found Not to be Significant as follows:

- Agricultural Resources – The project site is not comprised of farmland and therefore would not have an impact on agricultural resources.
- Mineral Resources – The project site is not considered a location of significant mineral resources in Monterey County.

SIGNIFICANT ENVIRONMENTAL EFFECTS WHICH CANNOT BE AVOIDED IF THE PROJECT IS IMPLEMENTED

Impacts that are both significant and unavoidable will be identified. These will be determined based on the analysis in the EIR and thresholds of significance established in the EIR or by regulatory agencies. Should there be significant unavoidable adverse impacts, these will need to be addressed in a Statement of Overriding Considerations.

SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES WHICH WOULD BE CAUSED BY THE PROJECT SHOULD IT BE IMPLEMENTED

This section will summarize the major changes to the environment that would result from development and occupation of the proposed project. It will focus on the physical environmental changes in the project setting such as those caused by grading and paving, the level of commitments to use of non-renewable resources represented by the proposed project, and potential for secondary impacts that may place additional burdens on non-renewable resources.

GROWTH INDUCING EFFECTS

As a required discussion according to CEQA Section 15126.2(d), RBF will provide a Growth Inducing Effects discussion in the EIR. RBF will work with City of Seaside to establish the anticipated growth conditions in the greater project area and parameters for consideration of any secondary impacts from growth. RBF will evaluate the potential for the proposed project to generate additional growth in the area using standard growth analysis criteria, such as the project's potential to foster economic or population growth or its potential to remove obstacles to population growth through extension of infrastructure. RBF's analysis will consider the replacement of jobs lost due to the closure of Fort Ord by the Army.

REFERENCES AND LIST OF PREPARERS

This section will provide a list of references for citations found in the body of the EIR. In addition, this section will also identify all federal, state, or local agencies, other organizations and private individuals consulted in preparing the Draft EIR, and the persons, firm, or agency preparing the draft EIR, by contract or other authorizations (CEQA Section 15129).

ADMINISTRATIVE DRAFT EIR

RBF will assemble the Administrative EIR, perform internal quality control and quality assurance, and deliver electronic copies to the City on a CD ROM (Microsoft Word and Adobe Acrobat PDF files) for review by City staff. Our scope of work assumes that all comments on the ADEIR from the City and County will be consolidated into one document.

SCREENCHECK EIR

RBF will meet with City staff to review comments on the second Administrative Draft GPA and EIR. RBF will revise the document and provide an electronic copy of the Screencheck Draft EIR on a CD ROM in both Microsoft Word and Adobe Acrobat PDF format. The screencheck draft will identify revised text as inserts and deletions to facilitate review by the City. Taking into account prior review of the Administrative Draft EIR and second Administrative Draft EIR, this task assumes that all revisions will be minor in nature.

PUBLIC REVIEW DRAFT EIR

RBF will prepare the Draft EIR for public review. RBF will incorporate input received from City staff during review of the Screencheck Draft EIR. Revisions based on the Screencheck Draft EIR review are expected to be limited to editorial and formatting changes, if any.

Once approved for printing, RBF will prepare and publish seventy five (75) hard copies and two (2) un-bound camera-ready paper copies, as well as 75 CDs of the Draft EIR with technical appendices as an Adobe Acrobat file. Three CDs will also be provided to the City with electronic files in Microsoft Word, Adobe Acrobat PDF, and HTML web-ready format. RBF will be responsible for distribution of the Draft EIR to the State Clearinghouse and to other public agencies and interested parties on behalf of the City.

PHASE 3 - FINAL EIR

ADMINISTRATIVE DRAFT FINAL EIR

RBF will prepare an Administrative Final EIR (AFEIR) for review and comment by the City. The introduction to the Final EIR will explain how the City has complied with all CEQA Statutes and Guidelines throughout all portions of the CEQA process. It will also provide an index of all changes made to the Draft EIR in response to comments received.

The comments and responses to all comments received from agencies and members of the public on the Draft EIR will comprise the second section of the Final EIR. Each comment letter will be reproduced and specific responses to each comment will be provided. This work program assumes that comments will not result in any substantive revisions to technical studies completed under this scope of work or lead to the need for new studies.

The third section of the AFEIR will present those pages of the Draft EIR on which changes were made in response to the comments.

Once the AFEIR is assembled and quality control and quality assurance is performed, RBF will deliver electronic copies in Microsoft Word and Adobe Acrobat for review by City staff. RBF will meet with City staff to review comments on the AFEIR prior to preparing the Screencheck Draft EIR.

SCREENCHECK DRAFT FEIR

RBF will then revise the document and provide an electronic copy of the Screencheck Draft FEIR to the City for review. Any additional comments received from the City will be incorporated into the FEIR.

FINAL EIR

Following review and approval of the Screencheck Draft EIR, RBF will produce a Final EIR and deliver seventy five (75) hard copies of the Final EIR and two (2) unbound camera ready copies, including a CD-ROM of the FEIR in HTML web-ready format for posting on the City's web site. The Final EIR will include reprinting of only those pages from the Draft EIR on which changes were made, with the changes tracked with underlining and strikethrough, as appropriate to address changes to the EIR.

RBF assumes that the City's outside consultant will be responsible for preparing the "packet" of materials that the City will require as part of project approvals. These include but are not limited the Mitigation Monitoring & Reporting Program, the State of Finding of Fact, and the Statement of Overriding Considerations. The City's outside consultant will also be responsible for preparation of all relevant staff reports, public hearing notices, and all CEQA notices for the proposed project.

PHASE 4 -- PROJECT MANAGEMENT AND MEETINGS

Given the project schedule and technical complexity associated with such a large and controversial project, ongoing and close coordination with City and Monterey County staff is going to paramount to maintaining the project schedule and budget, ensuring a technically sound and legally defensible EIR, and ultimately, seeking project approvals from elected officials from the respective agencies.

RBF has budgeted for the following number of meetings for this project:

Meeting Type	Number of Meetings
Kick-off Meeting	1
Project Team Meetings and/or Conference Calls	16
Optional Project Team Meetings	6
EIR Scoping Meeting	1
Public Comment Meeting during the Public Review Period	1
Seaside City Planning Commission ²	2
Monterey County Planning Commission ²	2
Seaside City Council ²	2
Monterey County Board of Supervisors ²	2
FORA	3

1. RBF proposes a combination of both project team meetings and conference calls in order to address key issues associated with the proposed project. Optional Project Team Meetings require prior City approval.
2. In addition to RBF staff, our scope of work assumes attendance of James P. Allen and Associates at a total of four public hearings at the City of Seaside and County of Monterey.

PROJECT BUDGET AND SCHEDULE

A detailed project budget and schedule has been prepared for review that outlines tasks, meetings and project milestones. A detailed budget has also been prepared that itemizes direct and indirect (labor) costs, as well as optional costs. The project budget and schedule follow the scope of work.

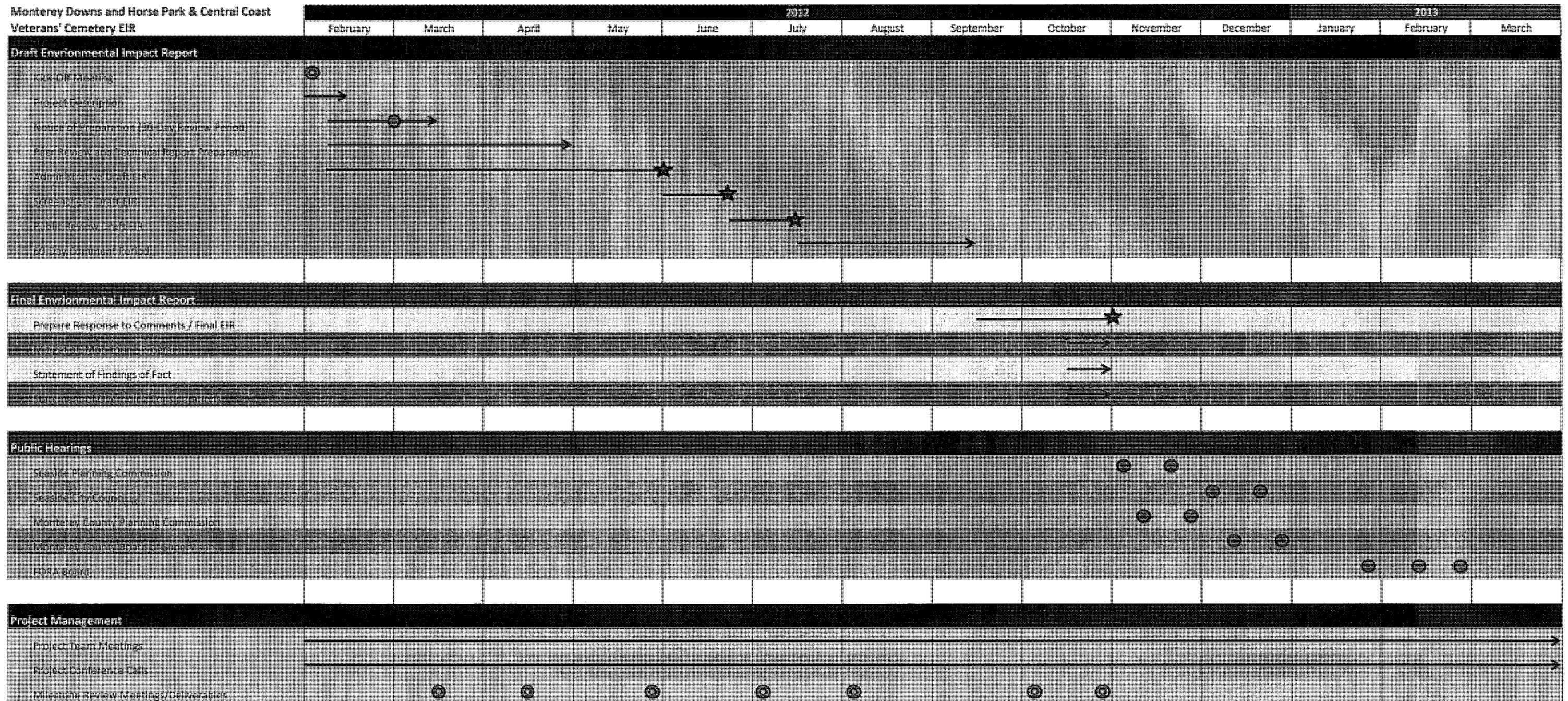
PROJECT ASSUMPTIONS

In addition to any assumptions noted above, the scope and associated costs are based on several key assumptions, including the following:

1. The cost estimate includes meetings that are identified in this scope of work. Additional meetings would be billed on a time and materials basis.
2. All technical material, maps, project plans, GIS data, etc. will be provided to the RBF Team at or before the project kickoff meeting and that no further modification to the data will be required.
3. This scope of work assumes that Effect Found Not to be Significant will include: Agricultural Resources and Mineral Resources
4. The City of Seaside Public Works Department, in collaboration with the County of Monterey Public Works Department, will review and confirm the study intersections and roadway segments prior to initiation of the traffic analysis. If additional intersections and roadway segments are identified, an amendment of the budget may be warranted.
5. All products will be submitted to the City in electronic format in both Microsoft Word and Adobe Acrobat PDF format on a CD (and source files if requested), except for printed copies as identified in this scope of work.
6. The City's outside planning consultant will act as a clearinghouse for comments on all administrative draft documents and will provide RBF with a single, internally reconciled set of comments from the project team for each submitted draft document.
7. There will be a single round of review and revision to each Administrative Draft product prior to preparation of the Screen Check Draft. If City staff feels that a second Administrative Draft is needed, a contract amendment allowing additional work may be necessary, depending on the circumstances associated with the additional changes.
8. Revisions to the Screencheck Draft will focus on typographical errors, formatting issues, and other minor edits. Such revisions will not include content changes.
9. The City's outside planning consultant will develop the mailing list for distribution of the EIR and notices. The City will be responsible for newspaper costs of publication of notices, which will be billed directly to the City so they are not included in the proposed budget.
10. The budget is based on completion of work within an agreed upon schedule. If substantial delay occurs that are outside of RBF Consulting's control, an amendment of the budget will be warranted to accommodate any additional costs that result from the delay. Substantial delay is normally defined as 90 days or more beyond estimated schedule included herein.
11. The extent of public comments received on the Draft EIR is not predictable. The proposed budget includes a reasonable preliminary estimate of time to respond to comments. RBF will consult with City staff after the evaluation of the comments to determine if the preliminarily estimated budget is sufficient.
12. Once the proposed project description, baseline and alternatives are approved by City for analysis in the EIR, it is assumed that they will not change significantly thereafter. If changes requiring revisions to the analysis of rewriting of the EIR information occur, an amendment of the budget would be warranted.
13. The CEQA statutes or guidelines may change during the course of this EIR, or legal decisions can alter the extent of the analysis needed. If amendments or decisions redoing work already performed or substantially increasing effort, a contract amendment may be warranted.

14. This project includes an allowance for printing as shown in the attached budget. This is an allowance only, based on the numbers of products and copies shown in this scope of work. If this allowance is exceeded, additional printing costs will be billed at RBF's actual cost.
15. City staff will be responsible for meeting logistics including room reservations, room set-up and take-down.
16. The City will be responsible for identifying and communicating with all stakeholders including on-going scheduling and coordination and distribution of all materials in coordination with RBF.
17. City staff will coordinate/schedule City and County department meetings.
18. No new technical analysis or preparation of technical reports will be required, other than those identified in this scope of work.
19. Project schedule assumes timely review by City staff (generally 20 working days) for all product deliverables.
20. RBF Consulting retains the right to transfer budget allocations between tasks to support completion of the work products, as needed, as long as the total budget is not exceeded. Shifts in task budget allocation will be at the discretion of RBF's Project Manager in consultation with city staff.

03+000 Monterey Downs and Horse Park Central Coast Veterans' Cemetery EIR
PROJECT SCHEDULE⁰¹⁺⁰⁰⁰



- Public Meeting / Hearing
- ◎ Milestone Team Meeting / Deliverable
- ★ Major Deliverable

Note: WSA needs to be adopted prior to release of the Public Review Draft EIR



Professional Services Agreement
Monterey Downs and Horse Park & CVCC EIR

ATTACHMENT 2

Monterey Downs and Horse Park & CVCC EIR FeeEstimate/Budget dated January 24, 2012

Monterey Downs and Horse Park & Central California Veterans' Cemetery General Plan and Zoning Amendment and Environmental Impact Report



FEE ESTIMATE

PROFESSIONAL FEES FOR PLANNING CONSULTING SERVICES

	Project Director	Project Manager	Lead Env'l. Planner	Senior Planner	Project Planner	Environmental Specialist	Senior Engineer	Project Engineer	Transportation Planner	GIS / Graphics	Admin Editing	TOTAL HOURS	ESTIMATED COST
	\$220	\$215	\$160	\$150	\$145	\$122	\$185	\$155	\$135	\$100	\$75		
TASKS													
Environmental Impact Report													
1.0 Project Initiation													\$28,160
Draft Project Description	2	2	24							24		52	\$7,110
Peer Review Technical Studies		4	20				16	24				64	\$10,740
Notice of Preparation		2	8									10	\$1,710
Review NOP Comments/Refine Project Scope	6	16	24									46	\$8,600
2.0 Draft EIR													\$275,300
Executive Summary		4	12			24						40	\$5,708
Introduction and Purpose			2		8							10	\$1,480
Review of Draft Specific Plan	2	4	16									22	\$3,860
Project Description (Revised)	2	4	8							16		30	\$4,180
Aesthetics and Visual Resources		2	4	40						40		86	\$11,070
Air Quality/GHG Analysis		2	8		16	80				4		110	\$14,190
Biological Resources		2	16			40				8		66	\$8,670
Cultural Resources		2	2			8						12	\$1,726
Geology and Soils		2	8		24					8		42	\$5,990
Hazards and Hazardous Materials		2	8	4		32				4		50	\$6,614
Hydrology and Water Quality		2	8	24			8			8		50	\$7,590
Land Use and Planning / Consistency Analysis		2	8		40					8		58	\$8,310
Noise		2	8		16	60				4		90	\$11,750
Population and Housing			4			24						28	\$3,568
Public Services		2	8			40				8		58	\$7,390
Transportation and Circulation		4	24		40		80	120	380	40		688	\$99,200
Utilities and Service Systems		8	24	16		32				16		96	\$13,464
Cumulative Impacts		2	16		40							58	\$8,790
Alternatives to the Project	2	8	24	40								74	\$12,000
Other CEQA Considerations		2	8		24							34	\$5,190
1st Administrative Draft EIR (QA/QC)	32	24	12								40	108	\$17,120
Screencheck Draft EIR	2	8	16	8							40	74	\$8,920
Public Review Draft EIR	2	8	16							8	40	74	\$8,520
3.0 Final EIR													\$44,230
Administrative Draft Final EIR	8	24	40		80					24	24	200	\$29,120
Screencheck Draft Final EIR	2	8	16		24		8					58	\$9,680
Final EIR	2	2	16							8	16	44	\$5,430
5.0 Project Management and Meetings													\$94,980
Kick-off Meeting	6	6	6	6			6					30	\$5,580
Project Team Meetings (16)	32	64	32				24					152	\$30,360
Project Team Conference Calls		24	24									48	\$9,000
EIR Scoping Meeting	6	6	6									18	\$3,570
Seaside City Planning Commission (2)		16	16									32	\$6,000
Monterey County Planning Commission (2)		16	16									32	\$6,000
Seaside City Council (2)	8	16	16									40	\$7,760
Monterey Board of Supervisors	8	16	16									40	\$7,760
FORA Administrative Committee & Board (3)	6	18	18									42	\$8,070
Preparation for Public Hearings	4	16	16							40		76	\$10,880
Subtotal Hours	132	352	574	138	312	340	142	144	380	268	160	2,942	
Subtotal - Labor Cost													\$442,670
Deliverables and Direct Costs													\$134,227
Direct Expenses (Travel, mailing, etc.)													\$2,500
Deliverables (Reprographics)													\$10,000
Subconsultants													\$8,500
Pacific Legacy													\$6,400
Pacific Crest Engineering													\$14,580
James Allen & Associates													\$23,450
Zander & Associates													\$30,000
Corradino Group													\$5,000
National Data Services (Traffic Counts)													\$28,000
MCWD Water Supply Assessment													\$5,797
5% Admin. Cost for Subconsultants													
Deliverables and Direct Costs Subtotal													\$134,227
Total Fee													\$576,897