

**AMENDMENT NO. 17  
TO FUNDING AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RANCHO CANADA VENTURE, LLC**

**THIS AMENDMENT NO. 17** to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rancho Canada Venture, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, PROJECT APPLICANT entered into a Funding Agreement with County on April 21, 2005 (hereinafter "Original Agreement"); and

**WHEREAS**, Original Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1"), October 23, 2007 (hereinafter, "Amendment No. 2"), July 1, 2008 (hereinafter, "Amendment No. 3"), December 30, 2008 (hereinafter, "Amendment No. 4"), May 14, 2009 (hereinafter, "Amendment No. 5"), October 27, 2009 (hereinafter, "Amendment No. 6"), April 18, 2010 (hereinafter, "Amendment No. 7"), October 14, 2010 (hereinafter, "Amendment No. 8"), April 5, 2011 (hereinafter, "Amendment No. 9"), November 1, 2011 (hereinafter, "Amendment No. 10"), July 31, 2012 (hereinafter, "Amendment No. 11"), June 28, 2013 (hereinafter, "Amendment No. 12"), December 17, 2013 (hereinafter, "Amendment No. 13"), February 28, 2014 (hereinafter, "Amendment No. 14"), June 30, 2014 (hereinafter, "Amendment No. 15"), and June 25, 2015 (hereinafter, "Amendment No. 16") and incorporated into the Original Agreement by this reference (the Original Agreement as so amended is hereafter collectively referred to as "Agreement"); and

**WHEREAS**, PROJECT APPLICANT has applied to the County for approval of various development permits for the Rancho Canada Village Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (hereinafter, "EIR"); and

**WHEREAS**, County engaged ICF Jones & Stokes, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

**WHEREAS**, the County has revised the scope of work, as set forth in Exhibit A-1 to the Professional Services Agreement (hereinafter, "PSA") with the CONTRACTOR, and henceforth, "Exhibit A-1", together with "Exhibit A" to the extent not inconsistent with "Exhibit A-1", is intended to constitute the scope of work; and

**WHEREAS**, the County and CONTRACTOR are simultaneously entering into Amendment No. 17 to the PSA with the CONTRACTOR for completion of the EIR and to increase the amount payable to CONTRACTOR by up to \$240,184.68 (\$208,856.24 for Base budget and \$31,328.44 for Project Contingency) for a new total not to exceed amount of \$638,692.68 (\$555,385.24 for Base budget and \$83,307.44 for Project Contingency); and

WHEREAS, the Parties agree to enter into Amendment No. 17 to this Agreement for funding for completion of the EIR and increasing the amount payable to CONTRACTOR by up to \$240,184.68 (\$208,856.24 for Base budget and \$31,328.44 for Project Contingency) for a new total not to exceed amount of \$662,652.68 (\$555,385.24 for Base budget, \$83,307.44 for Project Contingency, and \$23,960.00 for County fees); and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2016 and to require the PROJECT APPLICANT to cover the costs of the CONTRACTOR's revised scope of work and Project budgets, while giving credit to the PROJECT APPLICANT for payments already made to the County to cover the processing of the Project.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend subparagraph A of Paragraph 1, "Deposit to Fund Professional Services Agreement and COUNTY Work", to add the following:

- (1) Amendment No. 17 to the PSA with CONTRACTOR increases the amount payable to CONTRACTOR by \$208,385.24 for the Base budget for a not to exceed amount of \$555,385.24. PROJECT APPLICANT shall deposit an additional \$140,519.23 for the Base budget to fund Amendment No. 17. This deposit amount is based on the following information:

- a. PROJECT APPLICANT and COUNTY understand and agree that in addition to the original deposit of \$190,081.00 made by the PROJECT APPLICANT for the Base budget, the following deposits were made to fund the Base budget:

|                                   |                     |
|-----------------------------------|---------------------|
| Check dated November 20, 2007:    | \$ 2,070.90         |
| Check dated February 9, 2015:     | \$ 65,000.00        |
| Check dated April 10, 2015:       | \$ 74,783.11        |
| Check dated May 18, 2015:         | <u>\$ 50,000.00</u> |
| <b>Total Additional Deposits:</b> | <b>\$191,854.01</b> |

- b. Therefore, the sum of deposits already made by PROJECT APPLICANT is as follows:

|                                   |                            |
|-----------------------------------|----------------------------|
| <b>Total Initial Deposit:</b>     | <b>\$190,081.00</b>        |
| <b>Total Subsequent Deposits:</b> | <b><u>\$191,854.01</u></b> |
| <b>TOTAL ALL DEPOSITS:</b>        | <b>\$381,935.01</b>        |

- c. Accordingly, PROJECT APPLICANT has a credit for the Base budget as follows:

**Total Base budget through Amendment No. 16: \$346,529.00**

**Credit for funding of the Base budget: \$ 35,406.01**

- d. PROJECT APPLICANT and COUNTY understand and agree that the PROJECT APPLICANT has previously deposited \$51,979.00 for Project Contingency with the COUNTY. PROJECT APPLICANT and COUNTY understand and agree that the PROJECT APPLICANT has a current remaining balance of \$32,931.00 for Project Contingency on deposit with the COUNTY which will be transferred to the Base budget.
- e. Accordingly, Project Applicant has a credit for the following:
- |   |                     |
|---|---------------------|
| Credit for funds paid to Base budget:                         | \$ 35,406.01        |
| Credit for funds transferred from Project Contingency budget: | <u>\$ 32,931.00</u> |
| <b>Credit Total:</b>  | <b>\$ 68,337.01</b> |
- f. Amendment No. 17 increases the Base budget amount payable to the CONTRACTOR by \$208,856.24. Due to the credit explained above, the amount due from the PROJECT APPLICANT for Amendment No. 17 for the Base budget is \$140,519.23 (\$208,856.24 minus \$68,337.01). This deposit shall be made with the County of Monterey, Resource Management Agency – Planning by no later than July 28, 2015.

PROJECT APPLICANT's deposit of \$140,519.23 with COUNTY shall be a condition precedent to COUNTY's obligation under this AGREEMENT.

2. Amend Paragraph 2, "Fifteen Percent (15%) Project Contingency", to read as follows:

An additional fifteen percent (15%) shall be included in the PSA between COUNTY and CONTRACTOR to cover contingencies. This fifteen percent (15%) Project Contingency is increased from the original budget amount of \$51,979.00 by \$31,328.44, for a total amount not to exceed \$83,307.44, and is subject to the procedures in Transfer from Project Contingency Account specified in *Section 3, Transfer from Project Contingency Account*, specified in Exhibit A-1, Scope of Services/Payment Provisions, of Amendment No. 17 to the PSA with CONTRACTOR for the Rancho Canada Village Subdivision EIR, and incorporated herein by reference.

3. Amend Paragraph 3, "Maximum Budget Under Agreement", to read as follows:

The maximum which may be charged to the PROJECT APPLICANT under this AGREEMENT is as follows:

|                                |                     |
|--------------------------------|---------------------|
| CONTRACTOR's Base Budget:      | \$555,385.24        |
| <u>Project Contingency:</u>    | <u>\$ 83,307.44</u> |
| <b>Maximum Charge for EIR:</b> | <b>\$638,692.68</b> |

Initial Deposit for COUNTY staff time (April 22, 2004): \$ 23,960.00

4. Amend Section a., "CONTRACTOR", of Paragraph 5, "Payment(s) to CONTRACTOR and COUNTY", to read as follows:

- a. CONTRACTOR

CONTRACTOR's invoices shall be paid from funds deposited by PROJECT APPLICANT, and shall be paid in accordance with the terms of Section II, Payment Provisions and Budget, of Exhibit A of the PSA and Section 1, Invoice Coversheet, specified in Payment Provisions of Exhibit A-1 of Amendment No. 17 to the PSA with CONTRACTOR. Should AGREEMENT be terminated prior to June 30, 2016, any unearned balance of the \$638,692.68 deposited by PROJECT APPLICANT to fund the PSA with CONTRACTOR shall be returned to the PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by COUNTY.

5. Amend Paragraph 8, "Term", to read as follows:

AGREEMENT shall become effective **March 29, 2005** and continue through **June 30, 2016**.

6. Amendment No. 17 to the PSA between the County and CONTRACTOR, which is attached hereto and incorporated herein by reference, shall be Exhibit B to the Funding Agreement. "Exhibit A-1" to the PSA sets forth the revised scope of work for CONTRACTOR. All references in the PSA to "Exhibit A" shall henceforth be understood to include "Exhibit A-1".
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 17 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 17 are incorporated into the Agreement and this Amendment No. 17.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 17 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:   
Director of Planning

Date: 7/31/15

RANCHO CANADA VENTURE, LLC\*

By:   
(Signature of Chair, President or Vice President)

Its: R. Alan Williams, Member and Manager  
(Printed Name and Title)

Date: 7-21-15

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: \_\_\_\_\_  
(Printed Name and Title)

Date: \_\_\_\_\_

Approved as to Form and Legality  
Office of the County Counsel

By:   
Deputy County Counsel

Date: 7/22/15

\*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If PROJECT APPLICANT is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



# **EXHIBIT B**

**AMENDMENT NO. 17 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ICF JONES & STOKES, INC.  
AND  
THE COUNTY OF MONTEREY  
FOR  
THE RANCHO CANADA VILLAGE SUBDIVISION  
ENVIRONMENTAL IMPACT REPORT**

**AMENDMENT NO. 17  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
ICF JONES & STOKES, INC.**

**THIS AMENDMENT NO. 17** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ICF Jones & Stokes, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on April 20, 2005 (hereinafter, "Original Agreement"); and

**WHEREAS**, Original Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1"), October 23, 2007 (hereinafter, "Amendment No. 2"), July 1, 2008 (hereinafter, "Amendment No. 3"), December 30, 2008 (hereinafter, "Amendment No. 4"), May 14, 2009 (hereinafter, "Amendment No. 5"), October 7, 2009 (hereinafter, "Amendment No. 6"), April 18, 2010 (hereinafter, "Amendment No. 7"), October 14, 2010 (hereinafter, "Amendment No. 8"), April 5, 2011 (hereinafter, "Amendment No. 9"), November 1, 2011 (hereinafter, "Amendment No. 10"), July 31, 2012 (hereinafter, "Amendment No. 11"), June 28, 2013 (hereinafter, "Amendment No. 12"), December 17, 2013 (hereinafter, "Amendment No. 13"), February 28, 2014 (hereinafter, "Amendment No. 14"), June 30, 2014 (hereinafter, "Amendment No. 15"), and June 25, 2015 (hereinafter, "Amendment No. 16") and incorporated into the Original Agreement by this reference (the Original Agreement as so amended is hereinafter collectively referred to as "Agreement"); and

**WHEREAS**, Rancho Canada Venture, LLC (hereinafter, "PROJECT APPLICANT") has applied to the County for approval of various development permits for the Rancho Canada Village Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (hereinafter, "EIR"); and

**WHEREAS**, the County has revised the scope of work, as set forth in Exhibit A-1, attached hereto and incorporated herein by reference; and Exhibit A-1, together with Exhibit A to the extent not inconsistent with Exhibit A-1, constitutes the scope of work for the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to June 30, 2016 and to increase the amount payable to CONTRACTOR by up to \$240,184.68 to allow CONTRACTOR to complete tasks identified in the Agreement and as amended by this Amendment No. 17.

Amendment No. 17 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Rancho Canada Village Subdivision EIR  
RMA - Planning  
Term: March 29, 2005 - June 30, 2016  
Not to Exceed: \$638,692.68

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The services are generally described as follows: **Provide a Legally Certifiable Environmental Impact Report for the Rancho Canada Subdivision Application (PLN040061) Proposal, as specified in Exhibits A and A-1.**

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$638,692.68 (\$555,385.24 for Base budget and \$83,307.44 for Project Contingency).

(Note: In-lieu of the 40% County Administration fee, the Project Applicant, **Rancho Canada Venture, LLC**, agrees to pay the County the rates established in the Monterey County Fee Ordinance (Extraordinary Projects [Deposit/per hour rate]).

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from March 29, 2005 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "**Exhibit A-1, Scope of Services/Payment Provisions**".
5. Exhibit A-1, attached hereto, is hereby incorporated into the Agreement. References in the Agreement to Exhibit A shall be understood to include Exhibit A-1, and Exhibit A-1 shall control to the extent Exhibits A and A-1 are inconsistent.
6. The "Project Schedule" referenced in Agreement, Exhibit A – Scope of Work, Budget and Payment Provisions, is hereby amended to allow for completion of the Revised Draft EIR and Final EIR for the PROJECT as set forth in Exhibit A-1.
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 17, including Exhibit A-1, shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 17 are incorporated into the Agreement and this Amendment No. 17.

Amendment No. 17 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Rancho Canada Village Subdivision EIR  
RMA – Planning  
Term: March 29, 2005 – June 30, 2016  
Not to Exceed: \$638,692.68

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 17 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Director of Planning

ICF Jones & Stokes, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: Chris Elliott, Vice President  
(Printed Name and Title)

Date: 7/22/15

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Sr. Deputy County Counsel

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Steve Wirt, Asst. Secretary  
(Printed Name and Title)

Date: 7/22/15

Date: 7/22/15

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: 7-22-15

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 17 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Rancho Canada Village Subdivision EIR  
RMA - Planning  
Term: March 29, 2005 - June 30, 2016  
Not to Exceed: \$638,692.68



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 17 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: ML Muro  
Director of Planning

ICF Jones & Stokes, Inc.  
Contractor's Business Name

Date: 7/31/15

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

Its: Chris Elliott, Vice President  
(Printed Name and Title)

Date: 7/22/15

**Approved as to Form and Legality  
Office of the County Counsel**

By: Steve Wirt  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: \_\_\_\_\_  
Sr. Deputy County Counsel

Its: Steve Wirt, Asst. Secretary  
(Printed Name and Title)

Date: \_\_\_\_\_

Date: 7/22/15

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 17 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Rancho Canada Village Subdivision EIR  
RMA - Planning  
Term: March 29, 2005 - June 30, 2016  
Not to Exceed: \$638,692.68

## EXHIBIT A – 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
ICF Jones & Stokes, Inc., hereinafter referred to as “ICF”**

### Introduction

This scope describes ICF's work to provide California Environmental Quality Act (CEQA) support services to the County concerning the Rancho Cañada Village Project (PLN040061). Specifically, this scope will provide a revised Draft Environmental Impact Report (EIR), a Final EIR (FEIR), and associated tasks. Although a Draft EIR (DEIR) was published in January 2008, this scope presumes a full revision of the prior DEIR, which is necessary due to the addition of a fully evaluated alternative, to address key comments on the prior DEIR, and to address changes in existing conditions over the last six (6) years.

On September 18, 2014, ICF received a proposed revised scope from the County and a request to allocate the base budget of \$111,445 from the original Agreement for completion of the current EIR. However, ICF's balance remaining on the base budget is actually only \$101,886. ICF spent \$9,559 of the base budget to prepare the Health Risk Assessment (HRA) for the County in 2011. This scope and associated budget revises the previously approved scope. Therefore, the remaining Agreement base budget amount of \$101,886 will be applied to this scope for an overall increase to the base budget in the amount of \$208,856.24.

### Completion of Prior Scope

The following revisions to the prior DEIR were omissions from the DEIR and were included in the previous scope, and have been completed by ICF without cost to the County or the Project Applicant, and are not included in this additional scope:

- The Biology Chapter (Chapter 3.3) of the DEIR has been updated to include information in the 2006 Restoration Plan and was submitted to the County in Summer, 2008. Updating of biological information or impact analysis to reflect a new alternative will be considered new work.
- Figure 3.4-6 (block and mass simulation from Rio Road East) has been revised as necessary to reflect site elevations and project layout and was submitted to the County in Summer, 2008. Any simulations to reflect a new alternative will be considered new work.
- A fourth block and mass simulation was prepared to illustrate views from Carmel Valley Road and was submitted to the County in Summer, 2008. Any simulations to reflect a new alternative will be considered new work.
- The HRA for diesel particulate matter (DPM) emissions and acrolein was updated using the equipment inventory provided by the Project Applicant in the July 2007 Updated Air Quality Analysis, and the Project Applicant's confirmation of equipment inventories and activity assumptions. The HRA was submitted to the County in Summer, 2011. Any revision of the HRA will be considered new work.

### New Supplemental Scope

This scope presumes that a fully revised DEIR will be prepared, but that the prior CEQA analysis will be leveraged, as appropriate, under CEQA, as much as possible to contain costs. Specifically, the following key revisions to the DEIR are proposed.

- The DEIR will analyze a new alternative on an equal level to the proposed project that includes the following key features (this alternative is referred to in this scope as the "130-unit alternative"):
  - Reduction in the number of proposed housing units to 130 total units and a reduction in density;
  - Elimination of the use of the western part of Rio Road as a routine route of access for the proposed development. Emergency access will be provided to the western part of Rio Road but all routine access is assumed to be from Carmel Valley Road via Rio Road from the east;

## EXHIBIT A – 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Changes in the flood control plan with the change in the project configuration; and
- Change in project configuration, which will change project aesthetics.
- It is noted that the original description for the 130-unit alternative included Public/Quasi-Public (P/QP) uses on five (5) reconfigured lots, located east of the proposed 130-unit alternative site along the Carmel Valley Road frontage, and thus this base scope had included analysis of the P/QP uses based on program-level development assumptions consistent with the P/QP land use designation. The Project Applicant subsequently notified the County that the five (5) reconfigured P/QP lots and the associated development assumptions should not be part of the 130-unit alternative. Ultimately, the five (5) P/QP lots were removed from the 130-unit alternative. Task 10 of this scope includes the additional funds to compensate ICF for work needed to account for this change in the 130-unit alternative.
- Prior versions of this scope assumed the DEIR was to be analyzed under the 1982 Monterey County General Plan and 1986 Carmel Valley Master Plan (CVMP). Per County direction, the DEIR will need to be revised to include the 2010 Monterey County General Plan (General Plan) and the 2013 CVMP. These policies and measures in these plans will be used to analyze potential resource impacts. The 1982 General Plan and 1986 CVMP will remain in the existing Administrative EIR; however, the thresholds and the impact analysis will be based on the 2010 General Plan and 2013 CVMP in all resource sections. Task 11 lists the cost associated with revisions and update of the DEIR with current regional and local policies.
- The DEIR will also be revised in terms of updated environmental conditions (as specifically articulated below) and relevant regulatory setting and to address certain specific comments on the 2008 DEIR, as noted below:
  - New technical studies are noted below under “Key Assumptions”. If new technical studies other than those specifically noted below are required, then additional effort and budget will be required in order to complete them.

## Key Assumptions

This scope assumes the following:

- The Project Applicant will provide an alternative description for the 130-unit alternative and will respond to new data requests in a timely manner regarding information necessary for the DEIR analysis, including, but not limited to the items described below:
- The Project Applicant will provide information (including figures in electronic manipulateable format and quantified details (acreage, cut/fill etc.) about the 130-unit alternative;
- ICF will prepare the updated air quality analysis of construction and operational emissions reflecting the 130-unit alternative. This update will also cover coatings, paving and building, and the import of fill per prior comments for the proposed project on the DEIR from the Monterey Bay Unified Air Pollution Control District (MBUAPCD);
- If necessary, the Project Applicant will provide an updated hydrology study if there are changes to the proposed flood control plan for the proposed project and/or the 130-unit alternative;
- The Project Applicant will confirm the quantity of the fill material to be imported from off-site fill sources for both the proposed project and the 130-unit alternative. The Project Applicant previously indicated that the source of off-site fill for the project to be used as part of the project's flood control is unknown. As a result, the EIR will describe that the off-site fill source is unknown, but the following will be assumed:
  - (1) fill will be free of petroleum or any hazardous constituents that might otherwise pose a risk to people or the environment;
  - (2) fill not be obtained through excavation into undisturbed land;

## EXHIBIT A – 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- (3) fill will not be obtained from any location containing natural habitat for native species or cultural resources;
  - (4) fill will not be obtained from any location wherein substantial pollutant emissions or noise will affect sensitive resources;
  - (5) fill will not be obtained from the Odello site or any site in proximity or adjacent to the proposed housing location or near any sensitive receptor in lower Carmel Valley;
  - The EIR will analyze the local effects of hauling, assuming hauling could use either the western approach along Rio Road or the eastern approach from Carmel Valley Road (this has already been done for the HRA). No specific analysis of the fill site shall be included in the EIR; and
  - The Project Applicant's updated air quality analysis shall assume a fixed distance of twenty-five (25) miles per haul trip (one-way) or a suitably conservative distance for the updated air quality analysis.
- The Project Applicant will respond to data requests from County concerning water rights status and potential dedication of water to address prior DEIR comments from The Open Monterey Project and the Monterey Peninsula Water Management District (MPWMD) and data requests concerning flood analysis to address comments from the Carmel Valley Association (and their consultant).
  - All deliverables will be in electronic format unless specifically noted below.
  - The County will be responsible for circulation of the DEIR to the public and agencies and all noticing associated with the DEIR.

### Scope of Services

ICF proposes the following scope:

#### Task 1. Project Management

This task includes coordination with the County including scheduling, information requests, conference calls, invoicing and contract management.

ICF previously submitted a request for data from the County and the Project Applicant in 2008 that is necessary to complete the additional analysis required to complete the revised DEIR for the proposed project. It is anticipated that, at a minimum, additional data will be needed from the Project Applicant as follows:

- 130-unit alternative description – Clarification of proposed housing locations, amounts, and circulation plans as well as proposed construction activities;
- Air quality – Updated air quality analysis reflecting 130-unit alternative and responsive to the data items as noted above;
- Hydrology - Clarifications of modeling methodology and any updates of proposed flood control improvements with the 130-unit alternative. If there are changes in hydrologic conditions, then it is assumed the application will provide an updated hydrologic study.

Additional data requests are required. This task includes the preparation of up to two (2) additional data requests in addition to the previously submitted data requests.

#### *Deliverables*

- Two (2) additional data requests – (electronic (PDF) version only)
- Periodic management conference calls with County staff (Assumed ten (10) 1-hour calls)
- Invoicing, schedule updates, and coordination emails

## EXHIBIT A – 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

This task also includes preparation of any additional scopes of work and budgets beyond the originally approved scope and budget from July 2014 due to requested changes in the project alternative from the County and/or the Project Applicant as well as all effort associated with internal and external communications and coordination about project and contractual changes. The additional project effort related to the changes in scope and budget are estimated to cost \$5,388 bringing the total for this task to \$11,309.40.

### Task 2. Administrative Draft EIR (ADEIR)

The prior 2008 DEIR will be used as the starting point for the new DEIR, and will be updated to reflect the 130-unit alternative and to update the information to the current environmental and regulatory setting.

Specifically, ICF will revise the following chapters of the DEIR as follows:

- **Executive Summary** – The executive summary and summary table will be updated to reflect any relevant changes in the rest of the document;
- **Chapter 2 – Project/Alternative Description** – Chapter 2 will be revised to include both the 281-unit proposed project and the new 130-unit alternative descriptions. The 130-unit alternative will be clearly described as an alternative to the proposed project, and not as a modification of the proposed project. Chapter 2 will be updated with changes to the 281-unit proposed project that includes the new drainage plan to be provided by the Project Applicant, a summary of the 2006 Restoration Plan, and removal of the Specific Plan. The new drainage plan excludes the tie-back levee on Rio Road West and the 84-inch pipeline.
- **Chapter 3.1 - Geology, Soils, and Seismicity.** No substantial changes to this section for the proposed project are assumed to be made. The 130-unit alternative will be analyzed, but the alternative is presumed to have only minimal additional analysis. The regulatory setting will be updated with the 2010 General Plan and 2013 CVMP. This scope assumes that the 2010 General Plan and the 2013 CVMP are the legally applicable land use plans for this project and will be the basis for the EIR impact conclusions.
- **Chapter 3.2 - Hydrology and Water Quality.** The hydrology section will be updated to address the 130-unit alternative, to include figures and table data from existing Project Applicant flood analysis reports (unless updated) to clarify the results of the prior flood impact analysis (particular per assumed Project Applicant provided responses to Carmel Valley Association comments on the flood analysis), and with the 2010 General Plan and 2013 CVMP. This scope assumes that the 2010 General Plan and the 2013 CVMP are the legally applicable land use plans for this project and will be the basis for the EIR impact conclusions. The hydrology and water quality section analysis for the proposed project will be updated with the new drainage plan provided by the Applicant. No new technical analysis by ICF is assumed in this scope.
- **Chapter 3.3 - Biological Resource** – As noted above, ICF previously revised the biological resources section in Summer, 2008 to address deficiencies that were the responsibility of ICF at no cost to the County or the Project Applicant. At that time, ICF also updated the section to address comments received during review of the DEIR, including comments regarding impacts to Hilton-Bialek "habitat" and wildlife corridors as well as comments regarding off-site fill sources.

This scope includes a one (1) day reconnaissance visit by a wildlife biologist and botanist, updating the species list by confirming the current legal status of special-status species, rerunning the California Natural Diversity Data Base (CNDDB) and California Native Plant Society (CNPS) electronic inventory, updating any conditions regarding designated critical habitat, and deletion of mention of the Odello off-site fill source (as noted above in the approach to off-site fill sources), and peer reviewing biological reports submitted by the Project Applicant.

The 130-unit alternative will be analyzed in detail in the biological section of the EIR, and in less detail in the alternatives section of the DEIR. The regulatory setting will be updated with the 2010 General Plan and 2013 CVMP. This scope assumes that the 2010 General Plan and the 2013 CVMP are the legally applicable land use plans for this project and will be the basis for the EIR impact conclusions.



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- **Chapter 3.4 - Aesthetics.** In 2008, ICF, at its own cost, updated one (1) visual simulation to accurately reflect project design and added one (1) additional simulation per the County's and Project Applicant's request. At the time, the County and Project Applicant requested a fully updated aesthetic section although apart from the visual simulations, no other deficiencies in the 2008 DEIR were identified, and ICF provided an updated section that also included additional photographs showing the project site from additional viewpoints at Palo Corona Regional Park, along Carmel Valley Road, and from adjacent residential areas.

This scope assumes the Summer, 2008 aesthetics section will be revised to also analyze the 130-unit alternative. No new visual simulations for the new alternative, however, will be prepared. ICF originally obtained the services of Environmental Vision for new setting photographs and visual simulations. Environmental Vision completed site review work on the visual simulations for the 130-unit alternative. As requested by the County on September 24, 2014, ICF informed Environmental Vision to stop work. However, prior to submitting the stop work, Environmental Vision completed work for the project. Total for work completed by Environmental Vision is \$770 (includes 10% mark up on subcontractor cost).

The regulatory setting will be updated with the 2010 General Plan and 2013 CVMP. This scope assumes that the 2010 General Plan and the 2013 CVMP are the legally applicable land use plans for this project and will be the basis for the EIR impact conclusions.

- **Chapter 3.5 - Land Use and Policy Consistency.** The land use section and the land use consistency analysis will be revised to analyze the consistency of the 281-unit proposed project and the 130-unit alternative with the 2010 General Plan and the 2013 CVMP. The proposed project and the 130-unit alternative will also be analyzed for consistency with the 1982 General Plan and the 1986 Carmel Valley Plan for informational purposes only. This scope assumes that the 2010 General Plan and the 2013 CVMP are the legally applicable land use plans for this project and will be the basis for the EIR impact conclusions. This scope presumes that the County will provide the text of any required amendments to the 2010 General Plan and the 2013 CVMP necessary to be able to approve the proposed project or the 130-unit alternative.
- **Chapter 3.6 – Hazards and Hazardous Materials –** Due to the age of the prior studies, this scope includes an updated search of certain existing online Federal and State environmental databases (specifically State Water Resources Control Board's (SWRCB) GeoTracker, the National Environmental Protection Act (NEPA) Assist database, and the Department of Toxic Substances and Control (DTSC) Envirostar Database) for additional hazardous sites that may not have existed in prior searches. It is presumed that no new hazardous material concerns will be identified in the records search. The 130-unit alternative will be analyzed, but the alternative is presumed to have only minimal additional analysis. The regulatory setting will be updated with the 2010 General Plan and 2013 CVMP.
- **Chapter 3.7 - Transportation and Traffic.** ICF will revise the traffic section in the DEIR to include the results of a new traffic analysis by ICF's traffic consultant for the 130-unit alternative and for the proposed project, as presented below:

### *Base Traffic Analysis by Central Coast Transportation Consulting (CCTC)*

CCTC will coordinate with the project team to finalize the scope of work and ensure it addresses the project's needs. CCTC will request other technical studies, which may be of use. A preliminary list of study locations is provided below, subject to change based on input from the project team and County staff. Because traffic patterns have likely changed since 2007 (the date of the newest counts used in the previous traffic studies) CCTC has budgeted for the collection of new counts at all study locations.

Weekday AM and PM peak hour turning movement counts will be collected at the following intersections:

1. Highway 1/Carmel Valley Road
2. Carmel Rancho Boulevard/Carmel Valley Road



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3. Carmel Middle School/Carmel Valley Road
4. Rio Road/Carmel Valley Road
5. Via Mallorca/Carmel Valley Road
6. Rancho San Carlos/Carmel Valley Road
7. Laureles Grade/Carmel Valley Road
8. Highway 1/Rio Road
9. Crossroads Driveway/Rio Road
10. Carmel Center Place/Rio Road
11. Carmel Rancho Boulevard/Rio Road
12. Highway 1/Ocean Avenue
13. Highway 1/Carpenter Street
14. Laureles Grade/Highway 68

Consistent with the CVMP, weekday 48-hour counts will be collected on ten (10) segments of Carmel Valley Road:

- Segment 1: East of Holman
- Segment 2: Holman Road to Esquiline Road
- Segment 3: Esquiline Road to Ford Road
- Segment 4: Ford Road to Laureles Grade
- Segment 5: Laureles Grade to Robinson Canyon Road
- Segment 6: Robinson Canyon Road to Schulte Road
- Segment 7: Schulte Road to Rancho San Carlos Road
- Segment 8: Rancho San Carlos Road to Rio Road
- Segment 9: Rio Road to Carmel Rancho Boulevard
- Segment 10: Carmel Rancho Boulevard to Highway 1

Weekday 48-hour counts will also be collected on four (4) study segments of Highway 1:

- Segment 1: Ribera Road to Rio Road
- Segment 2: Rio Road to Carmel Valley Road
- Segment 3: Carmel Valley Road to Ocean Avenue
- Segment 4: Ocean Avenue to Carpenter Street

Traffic signal timing sheets will be requested from Caltrans and the County. CCTC will conduct a field visit to collect field signal timing data and observe traffic operations to ensure the analysis reflects local conditions.

Existing conditions will reflect new traffic counts and existing roadway conditions. Existing conditions will be reported at the study intersections under typical AM and PM weekday periods using methods described in the Highway Capacity Manual (HCM) as applied by the Synchro 8 software package. The selection of HCM 2000 or HCM 2010 methods will be determined in consultation with County staff. The peak hour signal warrant will be applied to unsignalized intersections operating unacceptably. The study roadway segments will be evaluated using two (2) methods: 1) CVMP Average Daily Traffic thresholds (CVMP segments only), and 2) HCM methods for the appropriate facility type (all study segments). The existing conditions section will document other operational issues, such as queuing, that occur in the study area. Pedestrian, bicycle, and transit facilities will also be addressed.

Background conditions will reflect existing traffic plus the addition of traffic growth expected in the near term. The horizon year and projects to be included in this scenario will be developed in consultation with the project team and County staff.

For project and cumulative conditions, CCTC will develop project trip generation and distribution assumptions based on a review of previous studies, traffic counts, and locations of complementary land uses. Both the full project (281 unit) and the 130-unit project alternative will be evaluated in

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detail. The forecasting approach for cumulative conditions will be determined in consultation with the project team. Association of Monterey Bay Area Governments (AMBAG) model runs, if needed, can be conducted as an additional service.

Impacts under both the full build and reduced project alternative will be identified based on County and Caltrans significance criteria as appropriate and mitigations will be identified if needed.

CCTC will review the proposed site plan to ensure that the design meets industry standards and the design allows for adequate emergency vehicle access. On-site parking will be reviewed and compared to the County's code requirements if applicable.

CCTC will summarize the key findings of the analysis above in a Draft Transportation Impact Study (TIS) for review and comment by the project team and the County staff. Comments will be incorporated into the Final TIS suitable for inclusion as an appendix to the EIR. CCTC has budgeted twenty-four (24) hours of staff time to review the transportation and traffic section of the EIR and respond to EIR comments. CCTC has budgeted forty (40) hours to attend meetings and hearings for the project.

This scope includes the effort to complete an Administrative Draft Transportation Impact Study (DTIS) for the 130-unit alternative including the P/QP uses. This scope also includes the effort to revise the Administrative DTIS to analyze the 130-unit alternative without the P/QP uses including changes to project trip generation estimates and level of service analysis for the fourteen (14) study intersections and fourteen (14) roadway segments. Impacts and mitigation measures will be revised as needed. CCTC will revise the Administrative DTIS to incorporate the findings of the analysis, described above.

- **Chapter 3.8 - Air Quality.** The air quality section will be updated using the current CalEEMod model and Office of Environmental Health Hazard Assessment draft guidance, the 130-unit alternative, analysis of consistency with the latest MBUAPCD Air Quality Management Plan and to address emissions from haul truck offsite hauling using the updated information as discussed above. The section will also be updated to include the results of the 2011 HRA for acrolein and DPM. Since it is assumed that construction activities will be less with the 130-unit alternative, the HRA results will be scaled down to reflect the revised construction assumptions for the 130-unit alternative. ICF will prepare the air quality analysis for the proposed Project and the 130-unit alternative based in inputs provided by the Project Applicant and/or derived by ICF as described below:
  - The air quality analysis will focus on the criteria pollutants of greatest concern in the North Central Coast Air Basin (NCCAB) that will be generated by construction and operation of the proposed project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NOX]), oxides of sulfur (SOX), carbon monoxide (CO), and inhalable particulate matter (PM10 and PM2.5). ICF air quality specialists will prepare an air quality analysis describing existing air quality conditions, the project's air quality impacts, and mitigation measures, including those recommended and required by the MBUAPCD.
  - Existing Setting: In the project setting section, ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to this project. ICF will summarize meteorological and climatological data for the project study area, as well as localized conditions in the vicinity of the proposed project using data collected by the MBUAPCD and the California Air Resources Board (CARB). The pollutants of concern in the proposed project area and their known health effects will also be described. The existing State and Federal ambient air quality standards; the region's attainment status with regard to those standards; and a discussion of applicable air quality goals, policies, and attainment plans of State and local agencies, including the region's most recent air quality plans, will be summarized. ICF will also describe the general locations of existing sensitive receptors in the project vicinity.
  - Thresholds of Significance: In the project impacts section, ICF will evaluate significant impacts using thresholds of significance adopted and recommended by the MBUAPCD in their 2008

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- CEQA Air Quality Guidelines to evaluate the significance of project emissions. ICF will describe the MBUAPCD's air quality thresholds used to identify significant impacts, as well as the methodology used to estimate project-related emission impacts. ICF will present a comparison of project emissions and impacts between the 130-unit alternative.
- Consistency with Air Quality Management Plan (AQMP): ICF will also evaluate whether the project alternatives are consistent with the MBUAPCD's AQMP. Consistency with the AQMP will be conducted by comparing the project population at the year of project completion with the population forecast for the appropriate five (5) year increment that is listed in the AQMP. If the population increase resulting from the project would not cause the estimated cumulative population to exceed the relevant forecast, the project would be consistent with the population forecasts in the AQMP.
  - Construction Criteria Pollutant Emissions: ICF will quantify construction emissions and evaluate resulting potential impacts associated with the proposed project. Project construction activities would involve the use of off-road construction equipment and on-road trucks. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as demolition, site clearing, or grading would generate fugitive dust emissions in the form of PM10. Worker commute trips would generate vehicle exhaust and road dust emissions. Construction emissions will be quantified using the CalEEMod emissions model and construction data (i.e., anticipated construction schedule and equipment) previously provided by the Project Applicant for the proposed project. ICF proposes to scale the building construction emissions associated with the 281-unit development to also provide detail analysis of the 130-unit alternative as follows:
    - Onsite cut and grading of on-site fill: Assumed to be the same as the proposed project.
    - Importation of fill and grading of imported fill: Assumed to be zero (0).
    - On-site flood control improvements: Assumed to be the same as the proposed project.
    - Road work: Assumed to be the same as the proposed project.
    - Onsite residential construction: Assumed to be fifty percent (50%) of the proposed project.
    - In the event that project-specific construction and demolition activity information is not available, ICF will use CalEEMod model default settings (including equipment horsepower and load factor) for construction activities, based on the number of designated land uses) to identify the type and number of equipment that would be operating on a typical eight (8) hour workday during the construction activities. The analysis of construction impacts will also address construction-related mitigation measures required by the MBUAPCD. Daily construction emissions will be quantified for comparison to local emission thresholds identified by the MBUAPCD.
  - Operational Criteria Pollutant Emissions: ICF will use traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod emissions models to quantify operational emissions of ROG, NOX, SOX, CO, and PM10 from project-related motor vehicle emissions associated with the proposed project. Operational emissions associated with area sources (i.e., landscaping, residential heating, and consumer products) will also be estimated with the CalEEMod model. Estimated daily operational emissions will be quantified for comparison to applicable MBUAPCD emission thresholds. Emissions estimate for the 130-unit alternative will use the same methodology as above, but the land use buildout assumptions for the residential element will be less. P/QP operational emissions will be analyzed using CalEEMod defaults if the County directs that a quantitative analysis is necessary for the P/QP lots.
  - Operational Localized Carbon Monoxide Emissions: For the assessment of CO impacts, ICF will review data from the traffic impact assessment to determine the need for localized CO modeling, consistent with screening procedures identified by the MBUAPCD. In the event the screening analysis indicates a quantitative CO analysis is necessary, ICF will use peak hour intersection data, the CALINE4 dispersion model, and the latest version of CARB emission factors (EMFAC 2011) to estimate CO concentrations at key intersections analyzed in the transportation and

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circulation analysis. CO concentrations at up to five (5) intersections within the project area will be evaluated under all project conditions. CO impacts will be assessed by evaluating whether the proposed project meets the ambient air quality requirements for localized pollutants by determining whether it causes or contributes to an exceedance of State or Federal CO standards.

- **Toxic Air Contaminants:** Construction activities would result in emissions of toxic air contaminants (TAC) from diesel fuel combustion in construction equipment and heavy-duty trucks. Typical construction activities that will be considered in the HRA assessment include project-related demolition, grading, excavation, infrastructure installation, structure construction, and material delivery truck trips. The construction HRA analysis will evaluate potential increased health risks from exposure of nearby existing sensitive receptors, including nearby Carmel Middle School, to construction-related emissions. ICF air quality staff will also coordinate with the Monterey County Health Officer concerning qualitatively addressing potential health impacts associated with the disturbance of soil containing silica and *Aspergillus*. The HRA will be consistent with methodologies and procedures recommended by the Office of Environmental Health Hazard Assessment, as well as MBUAPCD's CEQA Air Quality Guidelines and California Air Pollution Control Officers Association (CAPCOA) in their HRAs for Proposed Land Use Projects guidance document. ICF previously completed a screening-level HRA to estimate potential health risks associated with the proposed project construction but new Office of Environmental Health Hazard Assessment (OEHHA) guidelines published in 2014 will require the HRA to be updated concerning new risk factors. The HRA for the proposed project will be scaled for the 130-unit alternative by the following assumptions for construction emissions:
  - Onsite cut and grading of on-site fill: Assumed to be the same as the proposed project.
  - Importation of fill and grading of imported fill: Assumed to be zero (0).
  - On-site flood control improvements: Assumed to be the same as the proposed project.
  - Road work: Assumed to be the same as the proposed project.
  - Onsite residential construction: Assumed to be fifty percent (50%) of the proposed project.
  - Daily Acute Emissions: Same as proposed project.
  - This scope does not include a HRA for operational emissions because the project would not result in substantial generation of TACs and the site is not adjacent to substantial off-site TAC sources.
- **Chapter 3.9 - Noise.** ICF will revise the noise analysis in the DEIR to reflect the 130-unit alternative and to include any new information required by the County from the Project Applicant concerning the 130-unit alternative or the proposed project. The regulatory setting will be revised to reflect the 2010 Monterey County General Plan and 2013 CVMP.

ICF will conduct noise monitoring and traffic noise modeling as follows to support the Rancho Canada Village (RCV) EIR analysis. The original scope did not include monitoring or modeling; the costs to do so are included in Task 12, Noise Monitoring and Modeling.

Noise monitoring will be done as follows:

- Long-term (24 hour) monitoring at the following locations:
  - a. Northeast corner of project site near Monterey Community Church (~700 feet from Carmel Valley Road)
  - b. North side of project site (fenceline between Carmel Middle School/project near batting cages)
  - c. Rio Road west in front of the Riverwood Development (~50 feet from centerline of Rio Road West)
- Short-term (15 minute) monitoring at the following location:
  - a. Lot 130 - fenceline with other development

Traffic noise modeling will be done using the Federal Highway Administration (FHWA) noise model as follows:



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### 1. Scenarios:

- a. Existing
- b. Existing + project
- c. Cumulative
- d. Cumulative + project
- e. 130-unit Alternative will only be analyzed if any of the with-alternative traffic volumes are higher than the project and will only be analyzed for the locations where the traffic volumes are higher than the project. Where traffic volumes are lower than the project, no additional traffic noise modeling will be conducted.

### 2. Locations:

- Carmel Valley Road – East of Rio Road
- Carmel Valley Road – Rio Road to Carmel Middle School
- Carmel Valley Road – Carmel Middle School to Carmel Rancho Blvd.
- Carmel Rancho Boulevard – South of Carmel Valley Road
- Carmel Rancho Blvd. – North of Rio Road
- Rio Road East – South of Carmel Valley Road
- Rio Road West – Project site to Carmel Rancho Blvd.
- Rio Road West – Carmel Rancho Boulevard to State Route (SR) 1

- **Chapter 3.10 - Public Services and Utilities.** The existing and regulatory setting section for public services and utilities will be updated. The existing administrative draft impact analyses will be revised to reflect the current 2010 Monterey County General Plan and 2013 CVMP. Prior 2008 DEIR comments raised issues concerning the adequacy of water supply analysis, wastewater analysis, and emergency response planning. This section will be revised to address substantive comments related to the Project Applicant's water rights (per Project Applicant's response to specific water rights comments from The Open Monterey Project and MPWMD and water demand of the development (per comments from MPWMD, which will be addressed by ICF). The section will also be updated to include the current water supply and demand conditions on the Monterey Peninsula, which have changed somewhat in recent years. It is assumed that updating the water supply analysis will draw extensively from the 2010 General Plan EIR and from the EIR for The Pebble Beach Del Monte Forest project without the need for substantial additional analysis. There are revisions and updates that will be made in the DEIR concerning the water supply and wastewater analysis. Discussion of the project's potential effect on emergency response planning will be enhanced in light of substantive comments on the 2008 DEIR (this does not assume new quantitative analysis of evacuation timing). The 130-unit alternative will be analyzed, but the alternative is presumed to have only minimal additional analysis since water demand will be less than the proposed project. As stated elsewhere in this scope, the analysis will include transfer of water use as proposed in the 130-unit alternative.
- **Chapter 3.11 - Cultural Resources** – Due to the age of the prior studies, this scope includes an updated cultural resource records search. It is presumed that no new cultural resource concerns will be identified in the records search. The 130-unit alternative will be analyzed, but the alternative is presumed to have only minimal additional analysis. The regulatory setting will be updated with the 2010 General Plan and 2013 CVMP.
- **Chapter 3.12 - Population and Housing** – The population and housing numbers need to be updated to reflect the 2010 Census, and current population and housing estimates and forecasts. The 130-unit Alternative will also be fully analyzed. As with other resource sections, the regulatory setting will be updated with the 2010 General Plan and 2013 CVMP. This scope assumes that the 2010 General Plan and the 2013 CVMP are the legally applicable land use plans for this project and will be the basis for the EIR impact conclusions.
- **Chapter 3.13 – Greenhouse Gas (GHG) Emissions and Climate Change** - ICF will prepare an analysis of climate change impacts. The climate change analysis will focus on the GHG of greatest concern, carbon dioxide, (CO<sub>2</sub>), methane (CH<sub>4</sub>) and nitrous oxide (N<sub>2</sub>O) that will be generated by construction and operation of the proposed project. ICF climate change specialists will prepare a

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climate change analysis describing existing conditions, the project's impacts to climate change and impacts to the project resulting from climate change, and mitigation measures designed to reduce the significance of project-related climate change impacts.

- Existing Setting: ICF will describe the key concepts of climate change, the GHGs of greatest concern and their contribution towards climate change, and the current climate change regulatory environment as it applies to this project. If data is available, ICF will also summarize existing GHG levels in the project area.
- Regulatory Setting: Will be updated with the 2010 Monterey County General Plan and 2013 CVMP.
- Significance Thresholds: In the impact analysis section, ICF will evaluate the project's contribution towards climate change. ICF will evaluate whether the project will: 1) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or, 2) with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. MBUAPCD has not published any guidance on GHG emissions nor suggested any significance threshold. Thus, consistent with prior EIRs ICF has prepared for the County, project-related GHG emissions will be considered significant if more than seventy-six percent (76%) of their unmitigated emissions level; this represents a reduction in GHG emissions equal to twenty-four percent (24%) below 2020 Business As Usual (BAU) or unmitigated conditions, which would allow the County to meet its target to reduce GHG emissions by fifteen percent (15%) below 2005 levels by 2020. Regarding potential effects of climate change on the project, the EIR will evaluate whether the project would result in any increase in vulnerability of project residents to the effects of climate change.
- Construction GHG Emissions: ICF will quantify construction-related GHG emissions resulting from on- and off-road fuel combustion using the CalEEMod emissions model, and other accepted protocols and methodologies (i.e., Climate Registry's General Reporting Protocol, California Air Pollution Control Officers Association's Quantifying GHG Mitigation Measures, etc.) and construction data (i.e., anticipated construction schedule and equipment) which has already been provided by the Project Applicant. Construction-related emissions of CH<sub>4</sub> and N<sub>2</sub>O will be based on factors provided by the Climate Registry. Construction GHG emissions of the 130-unit alternative will be scaled as discussed above for criteria pollutant emissions. Operational GHG Emissions: ICF will quantify direct and indirect GHG emissions related to project operations. ICF will use the traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod model to estimate CO<sub>2</sub> emissions from vehicular trips resulting from the proposed project, while emissions of CH<sub>4</sub> and N<sub>2</sub>O will be based on factors provided by the Climate Registry. GHG emissions associated with operational area sources (i.e., landscaping and space heating), energy consumption (electricity, natural gas), water consumption, and waste and wastewater generation will be quantified using default consumption, generation, and emission factor data from the CalEEMod model, as well as other accepted protocols and methodologies (The Climate Registry, CAPCOA, California Energy Commission )CEC), etc.). In the event that project-specific data is available, default CalEEMod values will be replaced with this data. Changes to vegetation and land cover will occur associated with the project but the proposed restoration included in the project will likely mitigate the carbon sequestration lost in time and possibly increase the amount of sequestration; this will be examined in the analysis. For the 130-unit alternative, the same methodology will be utilized, but the land use assumption will be adjusted for the smaller residential buildout.
- Impacts of Climate Change on the Project: The potential effects of climate on the project site will be qualitatively analyzed. It is difficult to accurately quantify the effects of climate change on the project area, as current tools and models do not have sufficient resolution to forecast highly localized changes in climate and resulting effects related to climate change. Nevertheless, ICF will present a qualitative evaluation of the potential consequences of climate change to the project area using studies published by, but not limited to, the CARB, California Department of Water Resources (CDWR), and CEC California Climate Change Research Center (CCCRC) (such as Cal-Adapt). Given the site elevation, it is assumed that the site will not be affected by sea level rise.



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- **Chapter 4 - Cumulative Analysis** – Due to the passage of time, this section will require substantive revisions, including the following:
  - The biological resources portion of the cumulative analysis will be revised to specifically address 2008 DEIR comments about wildlife movement;
  - The traffic portion of the cumulative analysis will be updated per the new traffic analysis of the 130-unit alternative and the proposed project;
  - Revise the cumulative impact analyses per the 2010 Monterey County General Plan and 2013 CVMP.
  - The water analysis will be updated to take into account changes in existing conditions and regulatory actions; and.
  - The analysis of GHG emissions and climate change is proposed to be updated to reflect the 2010 Office of Planning and Research CEQA guidelines, progress in AB-32 implementation and to consider the need for and potential for mitigation. It is presumed that project mitigation will likely be needed in light of the likely framework for analysis of project emissions. The analysis will be similar to that provided in the 2011 Pebble Beach EIR (*NOTE: Analysis of climate change was not part of the original scope, but quantitative analysis was already provided in the DEIR without any request for additional budget; this scope includes updating the quantitative analysis for the proposed project and 130-unit alternative*).
- **Chapter 5 - Alternatives**. The 130-unit alternative will be analyzed in detail in each of the chapters of the revised DEIR. The prior DEIR alternatives analysis will be revisited relative to the changed analysis in the DEIR. The alternatives impact analyses as well as the rest of the chapter will be revised to reflect the 2010 Monterey County General Plan and 2013 CVMP.

### Deliverables

- Administrative DEIR (three (3) hard copies; ten (10) CDROMs assumed reproduction cost of \$80/hard copy and \$10/CDROM).

Upon receipt of the Administrative Draft DEIR and related invoice from ICF for the DEIR, the County shall pay such invoice. County or Project Applicant comments on the Administrative Draft DEIR shall be addressed in the Administrative Draft DEIR.

### Task 3. Screen Check DEIR

ICF will revise the DEIR to address County comments and, as directed by the County, to address Project Applicant comments. No new technical analysis is included in this scope.

### Deliverables

- Screen Check DEIR (three (3) hard copies; ten (10) CDROMs assumed reproduction cost of \$80/hard copy and \$10/CDROM).
- Upon receipt of the Screen Check DEIR and related invoice from ICF for the DEIR, the County shall pay such invoice. County or Project Applicant comments on the Screen Check DEIR shall be addressed in the DEIR.

### Task 4. Public DEIR

ICF will revise the Screen Check DEIR to address County comments. It is not assumed that the Project Applicant will review the Screen Check DEIR. No new technical analysis is included in this scope.

### Deliverables

- DEIR (Thirty (30) hard copies with fifty (50) CDROMs for appendices and ten (10) CDROMs of the Draft EIR plus appendices (assumed reproduction cost of \$80/hard copy and \$10/CDROM).

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### Task 5. Administrative Final EIR (AFEIR)

Following the forty-five (45) day review and comment period on the Draft EIR, ICF's Project Manager and the Traffic Technical Lead will meet with County staff to determine the precise scope and format of the FEIR. ICF assumes that a response-to-comments FEIR will be appropriate for the project, and that a revision of the DEIR will be unnecessary. ICF will prepare an AFEIR that will reference the DEIR and contain a list of the commenters, copies of all written comments, a summary of all verbal comments, responses to all comments, and any appropriate revisions to the text of the DEIR. All comments will be numbered and responses associated to the appropriate comment number.

ICF's scope assumes that ICF will respond to a maximum of fifty (50) individual comments on the DEIR. It further assumes that no additional technical studies will be necessary to respond to comments and that no individual comment letters will exceed twenty (20) pages in length, excluding supplemental materials. If more than fifty (50) individual comments are received, technical studies are required, or individual comment letters exceeding twenty (20) pages (excluding supplementary materials) are submitted, such relevant responses are outside the scope and ICF can prepare responses on a time-and-materials or other basis upon prior agreement with the County.

#### Deliverables

- AFEIR (three (3) hard copies; ten (10) CDROMs assumed reproduction cost of \$40/hard copy and \$10/CDROM).
- Administrative Final Mitigation Monitoring and Reporting Program (MMRP) (three (3) hard copies, included on AFEIR CDROM (assumed cost included in AFEIR).

### Task 6. Final EIR and MMRP

ICF presumes that County staff will provide one (1) set of comments on the Administrative Draft FEIR. ICF recommends that following the receipt of the County's comments on the Administrative Draft FEIR, ICF's Project Manager and the Traffic Technical Lead have a conference call with County staff to review the comments and agree on the appropriate changes. ICF will prepare the FEIR for distribution by the County after the conference call to discuss County comments.

If desired, ICF can assist the County with preparing the findings of fact and statement of overriding considerations on a time-and-materials basis.

#### Deliverables

- Twenty (20) hard copies and twenty (20) CDROM copies of the FEIR plus appendices, assumed reproduction cost of \$40/hard copy and \$10/CDROM.

### Task 7. Copies of EIR References for the Administrative Record

ICF will provide copies of all documents referenced in the DEIR and the FEIR upon delivery of the DEIR and the FEIR.

#### Deliverables

- Copies of all references cited in the DEIR (CDROM)
- Copies of all references cited in the FEIR (CDROM)

### Task 8. Meetings

The following meetings, presumed to be attended by the ICF Project Manager or the Project Director are presumed within this scope. This scope includes ICF's attendance at a total of six (6) meetings of the Carmel Valley Land Use Advisory Committee, Planning Commission and Board of Supervisors. Attendance by ICF at more than six (6) meetings of these hearing bodies can be accomplished on a time-and-materials or other basis upon prior agreement with the County. The following other meetings are included in this scope

## EXHIBIT A – 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Project Kickoff Meeting—with RMA - Planning and RMA - Building Services
- Project Update Conference Calls—Included in Task 1
- Administrative DEIR Conference Call
- Administrative FEIR Conference Call

Additional meetings with County staff, other agencies, or the public can be arranged through an amendment to the Agreement. Additional attendees, such as other technical experts, can also be arranged through an amendment to the Agreement.

### Deliverables

For the purpose of payment, attendance at the noted meetings will form the basis for payment on a per-meeting itemization.

- ICF shall provide agendas and summary minutes for internal project meetings and conference calls. Noticing, agendas, and minutes for public meetings, including Land Use Advisory Committee (LUAC), and committees are the responsibility of the County.

### Task 9. Other Tasks

The prior version of this scope submitted assumed that only one (1) alternative would be analyzed within the Rancho Cañada Village Specific Plan boundary consisting of residential uses only. The alternative description varies notably from the earlier scope as follows:

- The prior scope assumed one (1) alternative would be analyzed. Per the alternative descriptions provided by the County on July 25, 2014, ICF analyzed the 132-unit Stemple Property Alternative and 130-unit Stemple Property Avoidance Alternative (including the five (5) P/QP lots). ICF completed work for the second alternative, until the County notified ICF that it was removed from the project on September 18, 2014. Therefore, ICF requests \$3,282 for the expenses incurred.
- ICF assumed, in the prior scope, the alternative would be within the RCV Specific Plan boundary layout. The 130-unit alternative's lot 130 and five (5) P/QP lots are outside the proposed project site, and therefore, not included in the existing condition setting discussion of the 2008 DEIR. The 130-unit alternative will require photographs of lot 130 and the five (5) P/QP lots from Carmel Valley Road, and public views of lot 130 from the residential neighborhood east of lot 130. Updating the aesthetics section will require new existing setting photographs. Because the 130-unit alternative is not covered under the RCV Specific Plan, the existing mitigation measures in the 2008 DEIR cannot be applied to the 130-unit alternative. Unforeseeable additional impact analysis, updates to the existing conditions and development of new mitigation measures are new tasks. Therefore, ICF requests an additional \$3,282 for this task.
- The project alternative includes a transfer of water use which was not included in the prior scope. The previous scope assumed similar impact analysis for the proposed project and alternative and did not envision any analysis of a water transfer. Total for task completion is \$1,932.
- Removal of the Specific Plan from the DEIR will require revisions throughout the document, in particular, to the Project Description and Land Use section. Re-write of an impact analysis discussion in the Land Use section as well as revisions to figures, mitigation measures, and the Alternatives Chapter will be required. In addition, completion of this task will require additional project management, coordination and editing hours not included in the original scope. The previous scope assumed the Specific Plan would continue to be part of the project, and did not foresee these additional revisions. Therefore, ICF requests an additional \$7,351.

ICF requests an additional \$15,847.40 for the unforeseeable tasks associated with the new alternative and water transfer.

## EXHIBIT A – 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 10. Revisions to the 130-Unit Alternative

On March 30, 2015, the County informed ICF that the Project Applicant requested removal of the five (5) P/QP lots from consideration for the 130-unit alternative. At this point, ICF had completed approximately ninety percent (90%) of the sections for the DEIR, which included the analysis of the 130-unit alternative with the five (5) P/QP lots. This request would require the following additional effort from ICF to revise the analyses:

- Revisions to the following DEIR sections and associated graphics: Project Description; Geology, Seismicity, and Soils; Hydrology and Water Quality; Aesthetics; Land Use; Hazards and Hazardous Materials; Air Quality; Noise; Public Services, Utilities, and Recreation; Cultural Resources; Population and Housing; GHG Emissions and Climate Change; Other CEQA Required Sections; and the Alternatives Analysis.
- Revise the biological resources communities and habitat in the biological resources section and update the 130-unit alternative impact analysis to reflect the 130-Unit Alternative without the five (5) P/QP lots.
- Revise the Chapter 4, Other CEQA Required Sections, including the biological resources, traffic, and aesthetics sections to reflect removal of the five (5) P/QP lots from the 130-unit alternative.
- Re-run of the traffic impact analysis model and revisions for the redefined 130-unit alternative.
- Update traffic section to reflect the 130-unit alternative, without the five (5) P/QP lots.
- Air quality and GHG emissions remodeling and re-write of sections for the redefined 130-unit Alternative.

ICF requests an additional \$29,636.80 for the unforeseeable tasks associated with removing the five (5) P/QP lots from consideration for the 130-unit Alternative.

### Task 11. Regulatory Setting Updated

As detailed in Task 2, the DEIR will be revised to reflect the 2010 Monterey County General Plan and 2013 CVMP. The impact analyses conclusions will now be based on these plans, and not on the 1982 Monterey County General Plan and 1986 CVMP. These revisions will be carried out throughout the DEIR chapters. The incremental cost for the updating is \$10,753.06.

### Task 12. Noise Monitoring and Modeling

As detailed in Task 2, ADEIR, the DEIR will be revised to include updated noise monitoring and traffic noise modeling by ICF. The incremental cost for this additional work is \$3,995.68.

*Services described in this Exhibit A-1, Scope of Services/Payment Provisions, shall be provided as noted. Any additional services cannot be provided until presented to the County by ICF and with County and Project Applicant approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, ICF will be authorized to proceed with the additional services.*



## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

Invoices for work products / deliverables under the AGREEMENT shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product may be billed monthly (by the tenth day of the month). All invoices shall include the following:

#### 1. Invoice Coversheet

*ICF Jones & Stokes, Inc.*

*Rancho Canada Village Subdivision Environmental Impact Report*

Date: \_\_\_\_\_

Invoice No. \_\_\_\_\_

Original Agreement Term: *March 29, 2005 – December 31, 2006*

Original Agreement Amount: *\$ 398,508.00 (\$346,529.00 base budget plus \$51,979.00 project contingency)*

Amendment No. 1: *Term Extension to August 31, 2007*

Amendment No. 2: *Term Extension to April 30, 2008*

Amendment No. 3: *Term Extension to October 31, 2008*

Amendment No. 4: *Term Extension to April 30, 2009*

Amendment No. 5: *Term Extension to October 31, 2009*

Amendment No. 6: *Term Extension to April 30, 2010*

Amendment No. 7: *Term Extension to October 31, 2010*

Amendment No. 8: *Term Extension to April 30, 2011*

Amendment No. 9: *Term Extension to October 31, 2011*

Amendment No. 10: *Term Extension to July 31, 2012*

Amendment No. 11: *Term Extension to June 30, 2013*

Amendment No. 12: *Term Extension to December 31, 2013*

Amendment No. 13: *Term Extension to February 28, 2014*

Amendment No. 14: *Term Extension to June 30, 2014*

Amendment No. 15: *Term Extension to June 30, 2015*

Amendment No. 16: *Term Extension to December 31, 2015*

Amendment No. 17: *\$ 240,184.68 (\$208,856.24 base budget plus \$31,328.44 project contingency)*  
*Term Extension to June 30, 2016*

Total Agreement Amount: *\$638,692.68 (\$555,385.24 base budget plus \$83,307.44 project contingency)*



**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

*Amendment No. 17:*

|  |     |                     |   |                     |
|--|-----|---------------------|---|---------------------|
| <i>This Invoice:</i>                           | 1.  | \$11,309.40         | <i>Project Management</i>   |                     |
|  | 2.  | \$95,876.48         | <i>Administrative Draft EIR</i>   |                     |
|  |     | \$15,551.64         | <i>Chapter 3.8, Air Quality and Chapter 3.13, Greenhouse Gas Emissions and Climate Change</i> |                     |
|  | 3.  | \$13,043.58         | <i>Screen Check Draft EIR</i>   |                     |
|  | 4.  | \$ 6,877.32         | <i>Draft EIR</i>  |                     |
|  | 5.  | \$46,852.12         | <i>Administrative Final EIR</i>   |                     |
|  | 6.  | \$18,758.96         | <i>Final EIR and Mitigation Monitoring and Reporting Program</i>                              |                     |
|  | 7.  | \$ 5,503.48         | <i>References for the Administrative Record</i>   |                     |
|  | 8.  | \$18,354.56         | <i>Meetings</i>   |                     |
|  | 9.  | \$15,847.40         | <i>Other Tasks</i>  |                     |
|  | 10. | \$28,386.80         | <i>Revision to the 130-Unit Alternative</i>   |                     |
|  | 11. | \$10,753.06         | <i>Regulatory Setting Updates</i>   |                     |
|  | 12. | \$ 3,566.68         | <i>Noise Monitoring/Traffic Noise Modeling</i>  |                     |
|  |     | \$ 5,387.76         | <i>Additional Project Management Due to Project/Scope Changes</i>                             |                     |
| <b>Subtotal:</b>                               |     | <u>\$296,069.24</u> |   |                     |
|  |     |                     | <b>Direct Expenses</b>  |                     |
|  |     |                     | \$14,673.00 <i>Direct Expenses (non-labor and subcontractors)</i>                             |                     |
| <b>Grand Total:</b>                            |     |                     |   | <b>\$310,742.24</b> |
| <b>Credit for Remaining Base Budget:</b>       |     |                     |   | <b>\$101,886.00</b> |
| <b>Total Required Increase to Base Budget:</b> |     |                     |   | <b>\$208,856.24</b> |

*Remaining Balance*     \$ \_\_\_\_\_

*Approved as to Work/Payment:* \_\_\_\_\_  
*Luke Connolly, Management Specialist*

\_\_\_\_\_ *Date*

All Invoices Are To Be Sent To:  
 Diana Lemos, Account Clerk  
 County of Monterey Resource Management Agency  
 Finance Division  
 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901  
 Telephone: (831) 755-5220

**2. Invoice Detail**

Each invoice for work products / deliverables should indicate one hundred percent (100%) completion of the task and include the invoice amount not to exceed the allowable budget amount.

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

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

### 3. **Transfer from Project Contingency Account**

Transfer of funding from the Project Contingency Account (increased by \$31,328.44 for a total amount not to exceed of \$83,307.44) requires the prior written approval of the Director of Planning and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of Planning, or in his absence, designee. Within ten working days thereafter, the Director of Planning or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send his decision in writing to the Project Applicant, and CONTRACTOR.

Unless he denies the recommended transfer, the Director of Planning or designee will ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the Director of Planning or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.