

**FUNDING AGREEMENT  
FOR THE  
VILLAS DE CARMELO  
ENVIRONMENTAL IMPACT REPORT**

**THIS FUNDING AGREEMENT**, hereinafter "AGREEMENT", is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "COUNTY", and Carmel Hospital Development, LLC, hereinafter, "PROJECT APPLICANT", with reference to the following facts and circumstances:

**RECITALS**

A. PROJECT APPLICANT has applied to COUNTY for approval of a Combined Development Permit to include a Local Coastal Plan Amendment to change land use designation and rezoning in the Coastal Zone; Coastal Development Permit and Standard Subdivision; Coastal Administrative Permit; Coastal Development Permits; and Design Approval for the Villas de Carmelo Project, referred to herein as THE PROJECT. THE PROJECT will require a change to the land use designation from medium to high density to convert an existing convalescent hospital and construct buildings on the property to develop forty-six (46) condominium units located between Highway One and Valley Way in Carmel. THE PROJECT seeks all necessary COUNTY permits, approvals, and environmental review.

B. Due to the magnitude and complexity of THE PROJECT, the Director of the Monterey County Planning Department, hereinafter, "DIRECTOR", and PROJECT APPLICANT have agreed that it is necessary and desirable that COUNTY engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to prepare an Environmental Impact Report (EIR), attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", and incorporated herein by reference as if fully set forth. COUNTY shall manage THE PROJECT work performed by CONTRACTOR.

C. COUNTY and PROJECT APPLICANT hereby agree that COUNTY shall engage CONTRACTOR to provide the services set forth in Exhibit "1" of this AGREEMENT.

D. A fundamental premise of this AGREEMENT is that nothing is to be construed as a representation, promise, or commitment on the part of COUNTY to give special treatment to, or exercise its discretion favorably for THE PROJECT, in exchange for PROJECT APPLICANT'S obligation to cover COUNTY'S cost of retaining CONTRACTOR and providing COUNTY staff to work on the EIR.

E. COUNTY and PROJECT APPLICANT make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the California Environmental Quality Act of 1970 (Public Resources Code Section 21000 et seq., hereafter "CEQA") and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq., hereafter "Guidelines") and the Monterey County Code.

F. COUNTY and PROJECT APPLICANT acknowledge that a balance of \$33,370 has been deposited by PROJECT APPLICANT and remains on deposit with COUNTY.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, PROJECT APPLICANT AND COUNTY AGREE AS FOLLOWS:**

1. Deposits to Fund Professional Services Agreement and County Surcharge. PROJECT APPLICANT shall deposit an amount equal to the CONTRACTOR'S budget, COUNTY Surcharge (based on time and materials) allocated to the Office of the County Counsel and Planning Department, and COUNTY Surcharge allocated to the Environmental Health Department, Public Works Department and Water Resources Agency (based on seventeen percent (17%) of CONTRACTOR'S budget). This totals \$382,302.00 and includes:

\$281,335.00 CONTRACTOR'S budget;  
\$ 3,140.00 Office of the County Counsel;  
\$ 50,000.00 Planning Department;  
\$ 19,693.00 Environmental Health Department;  
\$ 14,067.00 Public Works Department; and  
\$ 14,067.00 Water Resources Agency;

a. PROJECT APPLICANT shall make a first deposit in the amount equal to \$170,375.00 of the base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for preparation of the EIR and in the amount equal to \$28,140.00 of the County Surcharge (based on time and materials for the Office of the County Counsel and the Planning Department), and in the amount equal to \$28,964.00 of the County Surcharge (based on seventeen percent (17%) of CONTRACTOR'S budget). This totals \$227,479.00 and includes:

\$170,375.00 Base Amount of Professional Services Agreement;  
\$28,140.00 County Surcharge (based on time and materials); and  
\$28,964.00 County Surcharge (based on 17% of CONTRACTOR'S budget).

PROJECT APPLICANT and COUNTY understand and agree that PROJECT APPLICANT has a balance of \$33,370.00 on deposit with COUNTY.

PROJECT APPLICANT and COUNTY understand and agree that PROJECT APPLICANT is entitled to and shall receive credit for the balance of \$33,370.00 and that the amount of \$33,370.00 shall be credited to PROJECT APPLICANT'S initial deposit.

PROJECT APPLICANT shall deposit an additional amount of \$194,109.00, for a total initial deposit amount of \$227,479.00, with COUNTY Planning Department on June 3, 2008.

PROJECT APPLICANT'S deposit of \$227,479.00 with COUNTY shall be a condition precedent to COUNTY'S obligation under this AGREEMENT.

b. PROJECT APPLICANT shall make a second deposit in the amount equal to \$110,960.00 of the remaining base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for completion of the EIR, and in an amount equal to \$25,000 of the County Surcharge (based on time and materials for the Planning Department), and in the amount equal to \$18,863.00 of the County Surcharge (based on seventeen percent (17%) of the remaining CONTRACTOR'S budget). This totals \$129,823.00 and includes:

\$110,960.00 Base Amount of Professional Services Agreement;

\$ 25,000.00 County Surcharge (based on time and materials); and

\$ 18,863.00 County Surcharge (based on 17% of CONTRACTOR'S budget).

PROJECT APPLICANT shall deposit \$154,823.00 with COUNTY Planning Department on September 1, 2008.

PROJECT APPLICANT'S deposit of \$154,823.00 with COUNTY shall be a condition precedent to COUNTY'S obligation under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency.

An additional fifteen percent to CONTRACTOR'S budget shall be included in the Professional Services Agreement between COUNTY and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$42,200.00, and is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in "Exhibit A", *Scope of Services/Payment Provisions, for the Villas De Carmelo EIR*, of the Professional Services Agreement between COUNTY and CONTRACTOR, included in Exhibit "1", and incorporated herein by reference.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$424,502.00:

CONTRACTOR'S Budget:	\$ 281,335.00
COUNTY Surcharge (deposited based on time and materials):	\$ 53,140.00
COUNTY Surcharge (deposited based on CONTRACTOR'S budget percentage):	\$ 47,827.00
Project Contingency:	\$ 42,200.00

<u>Maximum Charge Under AGREEMENT:</u>	<u>\$ 424,502.00</u>
--	----------------------

Credit for funds on deposit with COUNTY: (\$ 33,370.00)

4. Engagement of CONTRACTOR. COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated June 3, 2008, attached hereto and incorporated by this reference as Exhibit "1". CONTRACTOR shall be responsible only to COUNTY, and nothing in this AGREEMENT imposes any obligation on COUNTY or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to preparing an EIR for THE PROJECT and related work. COUNTY shall provide direction and guidance to CONTRACTOR. CONTRACTOR'S contact(s) with PROJECT APPLICANT shall only be through COUNTY; and PROJECT APPLICANT, its agents, employees, consultants, representatives or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop.

5. Payment(s) to CONTRACTOR and COUNTY.

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 2, Invoice Detail, of Exhibit "A" of the Professional Services Agreement with CONTRACTOR, included in Exhibit "1" of this AGREEMENT. Should AGREEMENT be terminated prior to December 31, 2008, any unearned balance of the \$281,335.00 deposited by PROJECT APPLICANT to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANT within sixty days of receipt of notice of termination by COUNTY.

b. County Surcharge

A maximum County surcharge of seventeen percent (17%) of CONTRACTOR'S base budget, in an amount not to exceed \$47,827.00 and all charges assessed on an hourly basis for COUNTY staff time, in an amount not to exceed \$53,140.00, shall apply to this AGREEMENT. This covers the EIR Consultant selection process, COUNTY project management and contract administration.

A seventeen percent (17%) surcharge shall be assessed to each invoice submitted by CONTRACTOR and be distributed to the following COUNTY departments:

Public Works Department	5%	\$14,067.00
Environmental Health Department	7%	\$19,693.00
Water Resources Agency	5%	\$14,067.00

This portion of the County surcharge shall not exceed \$47,827.00.

Surcharge based on time and materials charges shall be assessed on an hourly basis for COUNTY staff time related to THE PROJECT. A budget for these charges is allocated to the following COUNTY departments:

Planning Department	\$50,000.00
County Counsel	\$ 3,140.00

This portion of the County surcharge shall not exceed \$53,140.00.

Total County surcharge allocated for THE PROJECT is \$100,967.00. Any unused portion of this surcharge is refundable.

c. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR'S base budget, in an amount not to exceed \$42,200.00, covers potential contingencies, and transfer of any Project Contingency funds into the base budget shall require the approval of both COUNTY and PROJECT APPLICANT, pursuant to Section 3, Transfer from Project Contingency Account, of Exhibit "A" of the Professional Services Agreement between CONTRACTOR and COUNTY, included herein as Exhibit "1". Within five (5) working days of receipt of a request from COUNTY, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the COUNTY for the amount requested.

If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

6. Relationship to Other Charges. PROJECT APPLICANT and COUNTY agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees and hourly fees charged for condition compliance of THE PROJECT as an extraordinary development permit.

7. No Promise or Representation. PROJECT APPLICANT and COUNTY agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of COUNTY to give special treatment to, or exercise its discretion favorably for THE PROJECT, it being understood that PROJECT APPLICANT'S funding obligation under AGREEMENT is undertaken without regard to COUNTY'S actions regarding THE PROJECT.

8. Term. AGREEMENT shall become effective June 3, 2008 and continue through December 31, 2008, unless terminated pursuant to Paragraph 9 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on December 31, 2008, but may be terminated earlier by PROJECT APPLICANT or COUNTY, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR and COUNTY Staff through effective date of termination. The County surcharge of seventeen percent (17%) shall apply on outstanding invoices.

10. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the PROJECT APPLICANT and COUNTY respecting the matters set forth herein. COUNTY and PROJECT APPLICANT each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.

11. Negotiated Agreement. It is agreed and understood by PROJECT APPLICANT and COUNTY that AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared AGREEMENT within the meaning of Civil Code Section 1654.

12. Assignment. Neither COUNTY nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. Amendment. This AGREEMENT may be amended, modified or supplemented only in writing by both COUNTY and PROJECT APPLICANT.

14. Contracting Officer. The contracting officer of COUNTY, and the only entity authorized by law to make or amend AGREEMENT on behalf of COUNTY, is the Monterey County Board of Supervisors.

15. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

16. Governing Law. AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

17. Construction. The language in all parts of AGREEMENT shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party has reviewed AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of AGREEMENT.

18. Conflict with Professional Services Agreement between CONTRACTOR and COUNTY. In the event of a conflict between the provisions of AGREEMENT and the Professional Services Agreement between COUNTY and CONTRACTOR, the provisions of AGREEMENT shall govern.

19. Relationship of Parties. The parties agree that this AGREEMENT establishes only a funding arrangement between the parties, and that the parties are not joint venturers or partners.

20. Indemnification. PROJECT APPLICANT agrees to defend, indemnify and hold COUNTY harmless in any action brought by any third party in which the authority of the COUNTY to enter into AGREEMENT or the validity of AGREEMENT is challenged.

21. Notices. Notice to the parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY:	Mike Novo, AICP Director of Planning County of Monterey Resource Management Agency Planning Department 168 W. Alisal Street, 2 <sup>nd</sup> Floor Salinas, CA 93901
TO PROJECT APPLICANT:	Carmel Hospital Development, LLC c/o Curtis Leidig, Director Development, West P.O. Box 4485 Leesburg, VA 20177
TO PROJECT APPLICANT'S ATTORNEY:	Derinda L. Messenger Derinda L. Messenger & Associates P. O. Box 1907 Salinas, CA 93902

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

IN WITNESS WHEREOF, PROJECT APPLICANT and COUNTY have executed AGREEMENT to be effective on the date first above written.

THE COUNTY OF MONTEREY

By: Mike Novo  
Mike Novo, AICP  
Director of Planning

Date: 7/11/08

PROJECT APPLICANT

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

Its: JOSEPH R. SCUDERI, MANAGER  
(Name and Title)

Date: 7-2-08

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

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

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

Approved as to Form: County Counsel

By: Max Grace Kelly  
Deputy County Counsel

Date: 7-11-08



IN WITNESS WHEREOF, PROJECT APPLICANT and COUNTY have executed AGREEMENT to be effective on the date first above written.

THE COUNTY OF MONTEREY

By: Mike Novo  
Mike Novo, AICP  
Director of Planning

Date: 7/11/08

PROJECT APPLICANT

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

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

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

By: Robert M. Leidig  
(Signature of Secretary, Asst. Secretary, CFO or Assistant)

Its: ROBERT M. LEIDIG, CFO  
(Name and Title)

Date: JULY 1, 2008

Approved as to Form: County Counsel

By: Monica [Signature]  
Deputy County Counsel

Date: 7-11-08

# **EXHIBIT 1**

## **PROFESSIONAL SERVICES AGREEMENT BETWEEN DENISE DUFFY & ASSOCIATES, INC. AND THE COUNTY OF MONTEREY FOR THE VILLAS DE CARMELO ENVIRONMENTAL IMPACT REPORT**

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Denise Duffy & Associates, Inc., (hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide an Environmental Impact Report for the Villas de Carmelo.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 323,535.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from June 3, 2008 to December 31, 2008, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A     Scope of Services/Payment Provisions

**5. PERFORMANCE STANDARDS.**

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

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

\*Approved by County Board of Supervisors on \_\_\_\_\_

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

## 7. TERMINATION.

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

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

~~8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. See Page 2A of 8 of the Professional Services Agreement (PSA), Insert to Section 8 of the PSA.~~ *MD*

## 9. INSURANCE.

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

**ALTERNATIVE BIFURCATED INDEMNIFICATION LANGUAGE  
TO PROVISION 8 OF  
THE COUNTY'S STANDARD PROFESSIONAL SERVICES AGREEMENT FORM**

**8. INDEMNIFICATION**

Indemnification for Professional Liability

For liability arising from professional and technical services provided under this agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers and employees from any loss, injury, damage, expense and liability to the extent arising out of the negligence of CONTRACTOR, its employees, sub-consultants or agents.

General Indemnification Provision

For any liability, other than arising out of professional and technical services, CONTRACTOR shall indemnify, defend and hold harmless, County, its governing board, directors, officers, and employees from any loss, injury, damage, expense and liability resulting from injury to or death of any person and loss of or damage to property, or claim of such injury, death, loss or damage caused by an act or omission in the performance under this Agreement by CONTRACTOR, its employees, sub-consultants or agents, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the County.

By: \_\_\_\_\_

*Denise Duffy*  
(Signature of Chair, President or Vice President)

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

*7/7/08*

By: \_\_\_\_\_

*Denise Duffy*  
(Signature of Secretary, Asst. Secretary, CFO  
or Asst. Treasurer)

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

*7/7/08*

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

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

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

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

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

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

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

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

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

## 10. RECORDS AND CONFIDENTIALITY.

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

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

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

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

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

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

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

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



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

FOR COUNTY:	FOR CONTRACTOR:
Dalia M. Mariscal, Management Analyst II	Denise Duffy, President
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2 <sup>nd</sup> Floor Salinas, CA 93901	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 373-4341
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County, and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**This space is left blank, intentionally.**

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

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: Mike [Signature]  
Department Head (if applicable)

Date: 7/11/08

Approved as to Form

By: [Signature]  
County Counsel

Date: 5/28/08

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 7-8-08

~~RISK MANAGEMENT~~  
~~COUNTY OF MONTEREY~~  
Approved as to Liability Provisions

By: [Signature]  
~~INSURANCE LANGUAGE~~  
Risk Management

Date: 7/8/08

County Board of Supervisors Agreement No. \_\_\_\_\_

\*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.

<sup>1</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

<sup>2</sup> Approval by County Counsel is necessary only if changes are made to the standard provisions of the PSA.

**CONTRACTOR**

Denise Duffy & Associates, Inc.  
Contractor's Business Name\*

By: Denise Duffy  
(Signature of Chair, President, or Vice-President)\*

Denise Duffy President  
Name and Title

Date: 5-20-08

By: Denise Duffy  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)\*

Denise Duffy, Secretary  
Name and Title

Date: 5-20-08

## **VILLAS DE CARMELO EIR SCOPE OF WORK**

### **PROJECT UNDERSTANDING**

The project consists of the redevelopment of the Carmel Hospital site, which is located on the west side of Highway 1 in the unincorporated Coastal Zone of Monterey County, between Highway 1 and Valley Way in Carmel, California. The project proposes the rehabilitation and adaptive reuse of the existing 11,500 square-foot hospital structure on-site and demolition of two existing ancillary structures. The proposal also involves a subdivision, rezoning and coastal development permit to allow the development of a residential village on the 3.68 acre site. The total number of residences will be 50, with a mix of market rate and affordable residences. The plan calls for the existing hospital structure to be the focal point with new structures of 2 and 3 stories also on the site. The 3 story structures are placed in locations where they can take advantage of the sloping topography to minimize building height. The existing entrance from Highway 1 is proposed to be abandoned. The existing entrance on Valley Way will be relocated further to the south. It is expected that improvement to Valley Way, as well as safety improvements at the intersection of Highway 1 and Valley Way, will be required.

The property is designated Medium Density Residential in the Carmel Area Land Use Plan (LUP) and currently zoned MDR/2-D (CZ). The project proposes an amendment to the LUP to allow the residential density proposed.

The site is currently comprised of three buildings, including the hospital building which was designed by Gardner A. Dailey, a garage structure, and a building that has been previously used as quarters for nurses and patients. The hospital building was last utilized as a convalescent hospital and the garage building was used as a nursery school until sometime in 2005. The existing hospital structure is in decline and will require extensive renovation. The neighborhood is residential and includes single-family homes on a variety of sized lots, as well as a 14-unit apartment complex in the vicinity. The City of Carmel-by-the-Sea borders the property on two sides.

The project was originally proposed as an annexation to the City of Carmel-by-the-Sea. During the process of consideration of this earlier proposal by the City, there were numerous letters of opposition received as well as a petition signed by hundreds of residents and concerned citizens. The issues of concern included traffic, parking, noise, the density of the housing proposed in the single-family neighborhood, loss of trees, loss of views, loss of neighborhood character and increased light and glare.

## **EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **PROJECT APPROACH**

In order to accomplish project objectives, the environmental documentation must be based on a detailed, thorough and legally defensible project description. The DD&A team will utilize existing information and reports to the extent possible, conduct peer review to ensure credible technical data, conduct studies where identified below, evaluate the proposed project and recommend mitigations, as necessary, to reduce potential impacts to a less-than-significant level, and to ensure a legally defensible environmental document. The team will utilize available information to the extent possible; however, the approach to this analysis is clearly site-specific. Concise, thorough and accurate impact analysis and a clear assessment of mitigation measures will be developed. Our approach consists of the following:

- Meet with County staff/consultants and the project applicants' team to confirm key issues and approach.
- Obtain and review existing studies that could provide information for the environmental analysis.
- Develop a complete project description.
- Prepare NOP to ensure adequate level of EIR scoping for legal adequacy.
- Conduct Peer Review of Applicant-Prepared Technical studies and determine additional analysis, as needed.
- Prepare Administrative Draft EIR and Screencheck DEIR with input from team and County.
- Meet with County Project Manager to review comment letters and prepare Final EIR.
- Assist with preparation of CEQA findings if needed.

### **SCOPE OF WORK/DESCRIPTION OF TASKS**

#### **TASK 1: PROJECT INITIATION, SCOPE OF WORK REVISIONS**

This task includes initial review of the project and early consultation with the County and other responsible or interested agencies. This task includes two rounds of submittal and review of a revised scope of work. DD&A will coordinate with County Planning staff to collect and review project and relevant site and background information, identify critical milestones, finalize the schedule, and determine appropriate paths of communication. This task also includes initial site review by DD&A and specific technical team members. DD&A will also gather any additional readily available background and technical data prior to project initiation.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Kick-Off Meeting

DD&A staff, including the Principal in Charge/Project Manager, the Assistant Project Manager and select representatives of DD&A's subconsultants will meet with County staff for general orientation purposes, to discuss the format of products, specific deliverables, scheduling, and potential Project Alternatives will be discussed.

### Site Visit

Subsequent to the kick-off meeting, key people on the DD&A team (including subconsultants) will conduct a thorough site visit to document existing conditions and features on site and in the surrounding area. Site photographs will be taken to assist in preparation of the EIR. DD&A will also prepare a base map of the site for use in the EIR. Peer review of technical documents will be initiated in this phase as well.

### Initial Data Gathering

In addition to the initial meeting, prior to the site visit, DD&A will conduct data gathering of reports to ensure all project application materials are provided. Key reports will be distributed to the DD&A team (including sub-consultants); these include:

- Preliminary Drainage Report
- Forest Management Plan
- Archaeological Reconnaissance
- Geotechnical Assessment
- Geological Fault Investigation
- Acoustical Analysis
- Biological Resources Assessment
- Historical Analysis and DPR Form
- Traffic Impact Analysis

*Plans: Existing Conditions Plan, Landscaping Plan, Project Plan, Utility Plan*

### TASK 2: PREPARATION OF NOTICE OF PREPARATION AND SCOPING

The project approach assumes the preparation of a Notice of Preparation (NOP) as an initial task to finalize the scoping of the environmental document and focus the evaluation on potential significant impacts of the project.

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

### **Notice of Preparation**

DD&A will prepare the Notice of Preparation (NOP), after review and comment by the County and applicants, as appropriate. DD&A will also conduct one public scoping session during the NOP period if requested by the County. DD&A will revise this scope of services, as necessary, based on a review of letters received on the NOP and oral testimony received during the scoping meeting.

DD&A will contact, as needed and as authorized by the County, responsible and potentially responsible agencies to identify project issues. In addition to County departments, these agencies could include Monterey County Local Agency Formation Commission; City of Carmel-by-the-Sea; the California State Department of Conservation; the USDA Soil Conservation Service; the U.S. Environmental Protection Agency; the California State Air Resources Board; the Monterey Bay Unified Air Pollution Control District; the Association of Monterey Bay Area Governments; the Monterey Peninsula Water Management District; the Monterey County Regional Water Quality Control Board; the California Regional Water Quality Control Board; the U.S. Fish and Wildlife Service; the California State Department of Fish and Game; the U.S. Army Corps of Engineers; the California State Lands Commission; the California Native Plant Society; the California State Department of Transportation; the Transportation Agency for Monterey County; the California State Department of Health Services; the California Department of Forestry; and local utilities, school districts, and service providers. A list of appropriate agencies and contacts will be developed in conjunction with County staff.

### **Scoping Meeting**

The Principal in Charge/Project Manager and the Assistant Project Manager will attend one scoping meeting to be conducted by County staff. DD&A will be available to respond to questions as needed.

DD&A understands that the County will publish and distribute the Notice of Preparation. DD&A will gather input from the scoping meeting and recommend any needed changes in the proposed scope of work and will ensure that all pertinent concerns are adequately addressed in the EIR.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### TASK 3: PREPARATION OF DRAFT PROJECT DESCRIPTION AND THRESHOLDS OF SIGNIFICANCE

#### Draft Project Description

Based on initial data gathering efforts and review of conceptual plans for the project, DD&A will draft a Project Description for use in the EIR. DD&A will coordinate with the County and applicants to create a project description as required by CEQA. A thorough and detailed project description is the critical first step in a successful environmental analysis. Early definition of the project helps avoid uncertainty during review, development, and operations, and also ensures completeness at an early stage. It also helps reduce cost; avoidable delays and related expenses are prevented by early identification and resolution of issues.

It is assumed that graphic illustrations of plans will be available in a digital format (or in hard copy suitable to prepare EIR figures) and that graphic quality will be adequate for use of these materials for the EIR. DD&A will work with the County staff and the applicant to ensure that the project description provides an appropriate level of detail for the proposed site and surrounding properties. Any additional project information that may be required from the applicant to prepare the EIR will be identified at this point.

The Project Description will include Location; History of the Site and Development in the Area; Technical, Economic and Environmental Characteristics of the Project; the Local and Regional Environmental Setting; Sensitive Environmental Characteristics; and Rare or Unique Environmental Characteristics. The project description will also include the following: 1) project objectives, 2) intended uses of the EIR, and 3) a list of discretionary actions required for the project. DD&A will work with the project developer and the County to develop meaningful and attainable project objectives. The draft Project Description will identify all relevant discretionary permits and approvals required for the project and the project approval process.

A preliminary draft of the Project Description will be submitted to the County staff for review before the DD&A team begins conducting any impact analyses. It is also recommended that the draft Project Description be submitted to the applicant for confirmation to ensure consensus on the data to be evaluated.



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Thresholds of Significance

The CEQA Guidelines defines "significant effect on the environment" as: "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance" (Guidelines Section 15382). The "threshold of significance" for a given environmental effect is that level at which the Lead Agency finds the effects of the project to be significant. Prior to EIR preparation, DD&A will confirm and determine CEQA requirements and established thresholds for the EIR.

### TASK 4: REPORT REVIEW AND PEER REVIEW EVALUATION

#### Conduct Peer Review Evaluation

Existing data and analysis applicable to the project site and vicinity will be collected and evaluated by DD&A and its specialized subconsultants. For each technical report requiring additional analysis, technical letters will be prepared detailing observations and identifying any deficiencies in the technical studies prepared to date to support the EIR. DD&A and its subconsultants will meet with County staff and the applicant and their consultants to discuss issues that may be identified. It is assumed that the applicant's consultants will conduct work as may be determined necessary to refine and supplement their reports under the oversight of the County and the DD&A team, unless otherwise indicated in this scope of work.

The reports listed below will be peer reviewed by the DD&A team members identified. The review of each technical report listed below will confirm that methodologies employed are consistent with all standards and requirements contained in Monterey County environmental review procedures, those of pertinent County agencies, and any other applicable responsible agencies. In addition, the peer review will consider the most recent requirements of CEQA and any pertinent court decisions in evaluating the adequacy of existing technical reports to support the preparation of a legally defensible EIR. After peer review of existing documents, DD&A will determine if additional technical analysis is needed.

- *Archaeological Consulting, Preliminary Archaeological Reconnaissance of Assessor's Parcels 009-061-002, -003, & -005, November 20, 2006.*
- *Brown-Buntin Associates, Inc., Acoustical Analysis – Villas De Carmel, December 19, 2007.*
- *Forest City Consulting, Forest Management Plan, December 11, 2007.*

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- *Higgins & Associates, Traffic Impact Analysis Draft Report, December 13, 2007.*
- *JRP Historical Consulting, LLC, CEQA Impacts Analysis and Proposed Mitigation Report for the Former Peninsula Community Hospital, December 2007.*
- *O'Brien & Gere, Geological Fault Investigation, December 2007.*
- *O'Brien & Gere, Geotechnical Assessment, November 2007.*
- *State of California, The Resources Agency, Department of Parks and Recreation, Primary Record, August 29, 2007.*
- *WWD Engineering, Preliminary Drainage Report, December 12, 2007.*
- *Zander Associates, Biological Resources Assessment, Former Carmel Convalescent Hospital Site, December 2007.*

In this task, DD&A will evaluate these studies in detail and identify any deficiencies in a letter report to the County. Upon completion of this task and DD&A full review of the project application materials and background reports, it may be determined that additional topics will be analyzed or made subject to analysis of a greater breadth or depth than originally proposed. Any additional technical requirements identified during this task will be identified to the County for consideration and determination of additional analysis. The assumption in this Scope of Work is that any technical report deficiencies will be corrected by the applicant's consultants. Subsequent peer review of additional technical information will be provided by DD&A subconsultants.

### TASK 5. PREPARATION OF ADMINISTRATIVE DRAFT EIR

DD&A will prepare a detailed Administrative Draft EIR for the project organized as outlined in the CEQA guidelines. This document will include 1) a description of the project and purpose/objectives, 2) the existing environment setting, 3) assessment of the environmental impacts of the project, 4) proposed mitigation measures for the project impacts, 5) the alternatives considered, 6) cumulative impacts and 7) references, bibliography and technical appendices including an environmental checklist, and technical reports prepared for the project EIR.

The Introduction to the EIR will cover the following topics in accordance with the County's EIR format guidelines: Purpose and Statutory Requirements; Project Description and Environmental Setting; and Summary of Important CEQA Topics.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

One camera-ready, one bound copy, and one Word Document file in digital format of the Administrative Draft EIR will be submitted to the County for review and comment.

### *Summary*

A summary section will be included to briefly describe the project, summarize issues of concern, significant adverse environmental impacts, effects found to be less than significant, significant and unavoidable impacts, and project alternatives evaluated in the EIR. The summary section will also provide an abbreviated listing of all recommended mitigation measures for the project.

### *Overview of EIR*

DD&A will conduct a comprehensive environmental impact assessment investigating the issues required by CEQA, described within this scope of work. This EIR will be prepared in conformance with CEQA and all other applicable environmental law and regulations.

This section will summarize the Project Description and the following important CEQA topics in accordance with the County's EIR format guidelines: Project Consistency with Applicable Local and Regional Plans, Significant Environmental Effects of the Project and Related Mitigation Measures; the Mitigation Monitoring Program; Significant Cumulative and Long-Term Effects; Significant Environmental Effects which Cannot be Avoided; Beneficial Effects of the Project; Project Alternatives; Significant Irreversible Environmental Changes; Growth-Inducing Impacts; and Effects Found not to be Significant. A Summary Table listing all impacts (project specific and cumulative), mitigation measures and their level of significance after mitigation will be incorporated in this section of the EIR to provide an executive summary of the project and the analysis of its impacts.

A discussion of existing conditions will be included in the environmental setting section. The EIR will cite the significance criteria used to determine the level of impact for each environmental issue, based on CEQA requirements, current legal standards, case law, and professional practice. The project impact section will present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. If a mitigation measure is identified as having a significant secondary impact, this impact will be discussed in appropriate detail.

The EIR will clearly identify impacts found to be less-than-significant, based on the significance criteria. With respect to mitigation, the EIR will establish the framework for the evaluation of 1) impact significance before and after mitigation, 2) the feasibility and

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

effectiveness of proposed mitigation measures, and 3) any impacts that may result from implementation of mitigation measures.

### *Project Setting, Impacts, and Mitigation Measures*

All research on the site's environmental setting, analysis of impacts, and recommendation of mitigation measures will be consistent with the current State *CEQA Guidelines*. Thresholds of significance to be utilized in the environmental analysis will be reviewed and confirmed with County staff prior to initiating any new analyses. The following topics will be addressed as specified in the County's CEQA Checklist.

**Geology.** The *December 2007, Geological Fault Investigation* prepared by the applicant's consulting geologists, O'Brien & Gere, will be peer reviewed by Nolan Associates, Consulting Geologists for this EIR. Should the Nolan Peer Review identify deficiencies in the study, these will be identified and O'Brien & Gere will prepare an updated Geological Fault Investigation for the proposed project. This section of the EIR will then be drafted on the basis of the final geology report and will comply with all the specifications of the County's CEQA Checklist. DD&A will summarize the findings of research conducted by the consulting geologists related to geology into this section of the EIR.

**Soils.** The geologic and geotechnical hazards on the site will be addressed in the EIR, based on the geotechnical/geologic report to be provided to DD&A by the project applicants, including the *O'Brien & Gere, Geotechnical Assessment, November 2007*. This technical report will also be peer reviewed by Nolan Associates, Consulting Geologists for this EIR.

This section will address the following:

- Describe potential geologic and geotechnical hazards on the site.
- Evaluate geotechnical issues including seismicity, soil conditions and hazards, proposed grading, and erosion.
- Incorporate recommendations/mitigation.

This section of the EIR will be drafted on the basis of the final geology report prepared and will comply with all the specifications of the County's CEQA Checklist. DD&A will summarize the findings of research conducted related to soils into this section of the EIR.

**Air Quality.** The project is located within the North Central Coast Air Basin. Air quality issues specific to the Monterey County and Monterey Bay Unified Air Pollution Control District (MBUAPCD) air quality planning programs and procedures included in the MBUAPCD CEQA Air Quality Guidelines will be evaluated. The EIR will describe the air quality of the area and provide an assessment of the potential air quality impacts of the

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

project in compliance with MBUAPCD CEQA Guidelines. This analysis will include the following:

- Description of the existing meteorological characteristics and air quality in the project area, and identification of sensitive receptors affected by development (e.g., residences, etc.).
- Discussion of the relevant federal, state, and local regulatory provisions regarding air pollutant emissions.
- Address short-term air quality impacts during construction, resulting from dust and exhaust emissions from construction activities, such as the effect of particulate matter and diesel exhaust on nearby sensitive receptors. Address any long-term impacts from project implementation on air quality.
- Identify mitigation for significant impacts.
- Coordinate with AMBAG and MBUAPUD to determine whether the project is consistent with the relevant AQMP. An analysis of the proposed project's consistency with the County's General Plan will also be provided.
- The project's cumulative air quality impacts will be evaluated based on the MBUAPCD guidelines.
- Based on MBUAPCD guidelines, construction emissions will be estimated. Standard dust suppression measures will be identified to minimize construction impacts.
- DD&A will work with the MBUAPCD and the County, if necessary, to identify feasible mitigation measures. Mitigation measures will be developed as indicated by the impact analysis.

**Hydrology.** The EIR will describe the drainage characteristics of the project site and area, including flood potential and existing drainage facilities, based on drainage plans/reports provided to DD&A by the applicant's project engineer. The change in land use may affect water quality and drainage conditions on and adjacent to the project site. Whitson Engineers will assist DD&A in the evaluation of issues related to drainage and water quality. Whitson will conduct a peer review of the Drainage Study prepared by WWD Engineers for the Project Site. The drainage report, as well as the peer review, will provide background information on site drainage, estimates of pre and post project runoff, description of existing drainage facilities and capacities, and the assessment of drainage facility improvements needed for the proposed development. The EIR will address the provision of adequate drainage facilities to carry site runoff to proper discharge areas and the potential for drainage from development site to alter natural drainage patterns and rate or introduce pollutants to the natural surface drainage system.

**Water Quality.** This section will also assess the potential surface water quality impacts from project development. Specific issues to be addressed are as follows:

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Describe the drainage characteristics of the project site and area, including flood potential and existing drainage facilities.
- Describe the proposed drainage system for the project, and estimate the increase in post-development runoff flows, based on drainage calculations provided by project engineer.
- Assess the potential surface water quality impacts from project development, resulting from pre- and post-construction activities generating pollutants in site runoff (such as oil, grease, and metals from cars and maintenance activities).
- Present appropriate mitigation for drainage and water quality impacts, including City, NPDES and other RWQCB requirements.

**Plant and Animal Life.** DD&A will conduct a review of the existing biological and forest management plans for the project. The review will consist of an examination of the content and format of the document and the identification of any deficiencies or areas which require further clarification. DD&A will conduct the peer review of the biological report prepared by Zander Associates (*Biological Resources Assessment, Former Carmel Convalescent Hospital Site, December 2007*). Steve Staub will conduct the peer review of the Forest Management Report prepared by Forest City Consulting (*Forest Management Plan, December 11, 2007*). DD&A and Staub will each prepare an itemized comment letter requesting additional information or clarification, in addition to the identification of deficiencies. DD&A and Staub will prepare one additional round of comments if not all of the original comments are responded to sufficiently. An amendment to the contract would be required if additional comments are needed prior to the biological document being deemed satisfactory. A site visit will be conducted to perform the required peer review in a professionally responsible manner. This section of the EIR will then be drafted on the basis of the final biology report(s) and forest management plan(s) and will comply with all the specifications of the County's CEQA Checklist.

DD&A will also contact responsible and interested agencies and organizations that have knowledge of affected resources and jurisdiction over or will be affected by the project to ensure that potential environmental issues are addressed. This communication will also be conducted in order to generate mitigation measures to minimize or avoid potential impacts. DD&A anticipates contacting and/or meeting with representatives of the following agencies:

- X California Department of Fish & Game (CDFG)
- X California Native Plant Society (CNPS)
- X California Regional Water Quality Control Board (RWQCB)
- X U.S. Army Corps of Engineers (Corps)
- X U.S. Fish and Wildlife Service (USFWS)

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**Plant Life.** DD&A Resource Management Team and Steve Staub will conduct a peer review the *Biological Assessment* and *Forest Management Plan* for the proposed project and will prepare a letter report to the County as described above.

**Animal Life.** DD&A will peer review the Biological Assessment and Forest Management Plan for the proposed project by Denise Duffy & Associates and will prepare a letter report to the County as described above.

**Energy.** The EIR will evaluate the project's energy use, and identify major issues related to energy use such as building design.

**Land Use.** This section of the EIR will address General Plan consistency as well as zoning implications, including a review of all the policies in the General Plan/Coastal Land Use Plan that may relate to the potential action.

The property is located on the west side of Highway 1 in the unincorporated Coastal Zone of Monterey County. The land is designated Medium Density Residential in the Carmel Area Land Use Plan. The property is currently zoned MDR/2-D (CZ). The uses allowed in the zone will be identified and the design standards for existing and proposed designations addressed.

In the past, the buildings have been occupied as convalescent hospital, nurse and patients' residences and as offices of the organization. The potential for General Plan/LCP policy conflicts and the need to balance competing objectives will be identified for all land use issues, including noise, access, recreation uses and other relevant policy topics. Land Use analysis in the EIR will focus on the project's relationship to local land use patterns and relevant planning policy, zoning, or other development guidelines. The above-listed plans and policies will be summarized as they relate to the development of the proposed project. Policies that are applicable to other topical subsections of the EIR (e.g., traffic, water quality and supply, aesthetics) will be cross-referenced. Existing on-site and surrounding land uses will be described and mapped. The site will also be described in the context of overall local land use trends in this portion of the County. Existing access and circulation, structures, open space areas, General Plan land uses and zoning designations will be illustrated.

The following subtasks will be completed to provide an analysis of the project's potential effects on land use and its consistency with relevant planning policies:

- **Land use compatibility.** The EIR will provide a discussion of the land use effects of the proposed project relative to surrounding existing and planned land uses to provide adequate information to agencies and individuals who will be reviewing the

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Draft EIR. Assessment of aesthetic impacts related to the project's location on designated scenic routes will be addressed in detail in the aesthetics section of the EIR.

- **Secondary land use impacts.** Potential secondary land use impacts, such as increased traffic, noise, and water use from the proposed development will be considered, described, and referenced to other sections of the EIR as appropriate.
- **Project's consistency with relevant policies.** The project's consistency with relevant LUP and Coastal Act policies will be summarized in a table format, and potential policy conflicts will be highlighted and described in greater textual detail. Under CEQA, policy conflicts in and of themselves (in the absence of direct physical effects) are not considered to have a significant effect on the environment and will therefore be differentiated from impacts described in the other topical sections of the EIR. Any physical impacts associated with policy conflicts will be addressed in the appropriate technical sections of this chapter (e.g., air quality, noise, aesthetics, traffic, water resources). If needed, land use mitigation will be recommended to reduce any significant incompatibilities with nearby uses. The Project Alternatives section of the EIR will also identify and analyze a project design alternative that is consistent with current land use designation under the LUP; the alternative will be formulated in conjunction with the County and applicant.

**Population, Employment and Housing.** The population and housing analysis in the environmental document will consider the trends in population statistics for the local and regional areas. The EIR will evaluate whether the project will call an increase in population due to proposed housing and an indirect impact on the local population and housing conditions in the area. The contribution of this project on the increasing population and housing needs will be addressed quantitatively in this section. As described previously, any growth inducing characteristics and impacts of the project will be discussed in the EIR. The County's Housing Element will be relied upon for the analysis to the extent possible, with additional demographic analysis provided as necessary. The plan will be evaluated against the County's ability and lack of ability to meet housing goals. Adopted population, employment, and housing forecasts and policies will be described in relation to the potential impacts of the proposed project.

**Transportation and Circulation.** Hexagon Transportation Consultants, Inc. will review the Traffic Report prepared by Keith B. Higgins Associates for the project. The review will confirm that the methodologies employed in the preparation of the TIA are consistent with the standards and methodologies contained in the Monterey County Environmental Review Procedures and required by the County of Monterey and the Transportation Agency for Monterey County (TAMC). Hexagon will also request copies of comments made by the



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Transportation Agency for Monterey County (TAMC) and Caltrans on the draft Traffic Report prepared by Higgins Associates to ensure that they have been adequately addressed.

Due to the location of the project, trip generation may present major issues for the project including increasing traffic on the existing road network in particular in adjacent residential areas, access to the site, and regional impacts and mitigation including understanding applicable fee programs and off-site improvements that may apply to the project. The EIR will address traffic issues associated with implementation of the project. The environmental analysis will be based on the Higgins Associates' traffic report prepared for the project, and findings of other recent local and regional traffic studies, as well as the peer review to be conducted by Hexagon. The EIR will use the technical report to address the following topics:

- Describe existing roadway network in the project area.
- Describe traffic impacts/conditions under the Existing, Background, Background Plus Project, and Cumulative with and without Project.
- Identify anticipated traffic impacts on affected transportation facilities, based on trip generation, and available level of service analysis at the study intersections.
- Assess the adequacy of site access and internal circulation and parking requirements.
- Present mitigation for significant traffic and parking impacts, including a calculation of relevant fees for the project's fair share financial contribution towards any regional improvements.
- Assess compliance with County Congestion Management Program provisions and consistency with the Monterey County Trip Reduction Ordinance.

DD&A will present the findings of the peer review in a letter report that identifies any areas of deficiency in the Traffic Report. It is assumed that there are no major deficiencies in the report and that it will be sufficient for use in the EIR. However, if any deficiencies are identified, DD&A and Hexagon will work with Higgins to update and/or augment the Traffic Report to address all deficiencies identified by Hexagon. This section of the EIR will then be drafted on the basis of the final traffic report.

**Public Services and Utilities.** The project will involve the extension and expansion of service systems to provide utilities and infrastructure to the site. Based on available plans and consultation with public services and utilities, DD&A will identify service requirements and capacity improvements necessary to extend service to the site. The EIR will identify infrastructure components, and treatment or disposal capacity, as applicable to each utility, including water, wastewater and storm drain systems. Water service is to be provided by Cal-Am, a privately owned and operated water company with a system capacity regulated by the Monterey Peninsula Water Management District (MPWMD). The County has

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

negligible acre-feet per year (AFY) of water to allocate to new uses within their MPWMD allocation. The EIR will also review applicable materials from the County and MPWMD in reference the previous water use at the site. The EIR will also identify water demand for the he proposed new use and determine the net water demand. This information will be used to confirm that there is an available allocation of water assigned for redevelopment of the proposed site.

In this analysis, DD&A will also review proposed water usage and proposed or possible water conservation measures that could be incorporated in the project design and operation of the various project components proposed by the applicants. Specific mitigation measures and/or proposals for conservation or water recycling programs will also be identified. This assessment will also review the proposed water system infrastructure to assess compliance with relevant standards (i.e., health and fire safety) and the adequacy of proposed storage and transmission capacity and pressures.

The EIR will present the existing conditions and address the anticipated project demands related to public services and utilities, including the following:

- water supply, distribution, and service,
- wastewater treatment,
- solid waste disposal,
- parks/recreation facilities,
- schools,
- police protection,
- fire protection,
- emergency medical services, and
- cable, electricity/gas, and telephone service

The EIR will address the impacts of the project on local and regional public services and utility systems based upon information provided by the applicants and communication with local service providers. DD&A will consult with the service providers to describe the existing public services in the project area, document existing service levels, and identify current service standards for each provider. DD&A will evaluate the project impacts upon each of the service providers. Additionally, DD&A will assess the adequacy of emergency access to and from the project site and identify mitigation for significant impacts on these public services and utilities.

Noise. Noise from vehicular traffic and new housing may result in noise impacts to existing and proposed residential areas. The EIR will describe the existing ambient noise in the vicinity of the area being considered for use, and assess both the short-term and long-term noise impacts resulting from the proposed project. For the noise section, Illingworth &

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Rodkin will conduct a peer review of the Brown-Buntin Associates, Inc., *Acoustical Analysis for the Villas De Carmel*, dated December 19, 2007. The peer review will include an independent assessment of the overall approach to the study, the criteria used in the assessment, the noise monitoring survey, the predictive methods utilized in the analysis, conclusions reached regarding potential noise impacts and mitigation, and the completeness of the report. The EIR will summarize the results of this analysis. Using the Brown-Buntin Report and the Peer Review by Illingworth and Rodkin, DD&A will prepare a technical noise analysis that will identify the impacts on sensitive land uses, including the following tasks:

- Identify existing conditions and review the noise monitoring survey results.
- Report the results of the Brown-Buntin project-generated noise impacts based on the measured noise level data, future traffic projections, and noise level contours. Report the Peer Review results; any additional technical data or corrections/additions to the Brown-Buntin report will be identified.
- Confirm identification of noise levels at existing and proposed noise-sensitive land uses.
- Identify future conditions and noise level estimates to account for future noise generated by vehicular traffic and other noise sources. Future noise levels will be compared against State, County and City noise policies and appropriate CEQA significance criteria and noise impacts will be identified where appropriate.
- Develop and present noise mitigation. Measures to reduce noise levels will be recommended where significant noise impacts are identified. These measures may include physical controls, such as improved sound insulation treatments (e.g., sound rated windows and doors) or administrative controls, such as regulating the hours of construction.
- The proposed project may cause an exposure of persons to noise levels in excess of current standards from ground borne vibrations or temporary noise impacts due to demolition, grading, and construction operations. Sensitive receptors include surrounding single family residences. Development activities include operation of graders, backhoes, caterpillars and trucks, which will cause localized noise levels to temporarily increase above existing ambient levels. Noise impacts during grading and construction will be analyzed based on the available construction information provided.
- Noise impacts from project-specific and cumulative vehicular traffic trips will be assessed. Noise impacts on the proposed project site and on adjacent sensitive uses from vehicular traffic will be assessed.
- Mitigation measures designed to reduce short- and long-term impacts to acceptable noise levels will be identified where necessary. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

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

**Hazards/Human Health.** The EIR will also summarize the history and existing conditions regarding past uses on the project site, including the past commercial/hospital activities and impacts of past use on future site users. Mitigation measures or other background regulatory mechanisms may be recommended to reduce, as feasible, public health risks such that they would constitute a less-than-significant impact.

DD&A will utilize any previous environmental assessments prepared for the property. Examples of reports previously prepared may include a Phase I Environmental Assessment and any additional reports that are available that pertain to hazardous waste impacts or contamination at the site. It is assumed that such reports will be made available to DD&A by the applicant.

**Aesthetics/Visual Resources.** The 3.68 acre site is developed land with urban uses however; the addition of buildings and demolition would alter the visual character of the area and could have potentially significant visual/aesthetic effects. Analysis will focus on visual impacts to Highway 1, lighting and nighttime glare, and consistency with visual resource policies/regulations contained in the Monterey County General Plan, Carmel Area Land Use Plan and Title 21 Zoning Ordinance.

According to the Carmel Coastal Implementation Plan, the public viewshed are those areas visible from major public viewing areas including Highway 1 Corridor. The proposed project has the potential to affect a scenic vista and degrade the existing visual character of the area through the introduction of a new residential structure within the public viewshed. The California Environmental Quality Act (CEQA) establishes that it is the policy of the state to take all action necessary to provide the people of the state "with...enjoyment of aesthetic, natural, scenic and historic environmental qualities" [CA Public Resources Code Section 21001(b)]. Because this project has the potential to affect visual resources, by removing vegetation and adding structures, the EIR will include the following tasks and analysis:

- Define the project setting and viewshed. This section will describe the existing visual setting of the project area in terms of physical attributes, aesthetics, vista, and color. DD&A will conduct a site visit to document existing site conditions and the surrounding context. DD&A will describe the physical attributes and landscape values of the project area and will address existing and proposed conditions, views, daytime glare, color, texture, form, massing, materials, architectural details, and similar pertinent features.
- Identify key views for visual assessment. Photographs of the existing site will accompany the text.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Analyze existing visual resources and viewer response. Visual resources and character attributes such as line, form, color, texture, dominance, scale, diversity and continuity will be identified.
- Depict the visual appearance of the project. This scope of work assumes that the visual simulations provided by the applicant will be adequate to show the before and after condition in the environmental document. As an optional task, additional visual simulations by a third-party can be provided.
- Assess the potential visual impacts of the project from surrounding roadways, as well as neighboring houses. Mitigation measures will be recommended to avoid, minimize and/or mitigate adverse visual impacts to a less-than-significant level. These measures can include enhanced plantings, texture or color coating for structures, architectural design features, contour grading, etc
- Because the project has the potential to affect an officially designated scenic highway (Highway 1), the environmental document will discuss whether the project is consistent with the scenic highway program.

In addition, the cultural resources consultant and/or the Landscape Architect will also be called on to help determine whether the proposed project would affect the setting of an historic resource. Discussion about whether and to what extent the project would affect the setting of an historic resource will be included in the Cultural Resources section of the document. The discussion will be cross-referenced in the Visual section.

It is assumed that the project architect, or another consultant to the applicant, will prepare a lighting plan and identify potential nighttime lighting levels on the project site and in adjacent areas. This information will be used by DD&A to address potential light and glare impacts in the EIR.<sup>1</sup>

**Archaeological Resources.** DD&A will use the *Archaeological Consulting, Preliminary Archaeological Reconnaissance of Assessor's Parcels 009-061-002, -003, & -005, November 20, 2006 Report* for this section. DD&A and JSA will review this work for compliance with CEQA requirements. Should additional work be determined necessary to satisfactorily analyze whether archaeological resources are present on the project site, and potentially impacted by the project, an amended scope of work will be prepared for County approval.

### <sup>1</sup> *Optional Task: Three-Dimensional View Analysis*

As an optional task, in lieu of using the photo-based simulations described above, we have identified an option to prepare a three-dimensional view analysis. Through this three-dimensional site plan it would be possible to examine the impacts of the development plans by taking the most recent topographical CAD files and extruding them to create a three-dimensional terrain model. Over this model, an aerial photograph can be draped, resulting in an accurate depiction of existing conditions. With the proposed project CAD files rendered in 3-D, the project's visual impacts can be seen quite accurately. Within the 3D scene, cameras are set up and renderings or "snapshots" can be taken from any location or angle. If interested, DD&A can provide cost estimates for this approach.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Statutory Sections*

Above and beyond the analysis of topical issues in the "Environmental Setting, Impacts & Mitigation Measures" section, CEQA requires that an EIR contain specific discussions, which include, but are not limited to, those listed below. This section of the EIR will provide a detailed discussion of the following important CEQA topics in accordance with the County's EIR format guidelines: Significant Cumulative and Long-Term Effects; Significant Environmental Effects which Cannot be Avoided; Beneficial Effects of the Project; Project Alternatives; Significant Irreversible Environmental Changes; Growth-Inducing Impacts; and Effects Found not to be Significant. Findings and supporting evidence will be clearly described and any technical studies supporting the analysis will be referenced and included in the EIR appendices. Up to three Project Alternatives (including the No Project Alternative) will be identified early on in coordination with County staff.

**Growth Inducement.** CEQA requires an EIR to discuss the ways in which a project could promote or induce economic or population growth, either directly or indirectly, in the surrounding area. This section will also review the infrastructure and services improvements proposed, the environmental and physical constraints to additional growth and whether this project will take away an existing impediment to growth in accordance with CEQA. The growth inducing analysis will describe components of the project and conclude why they are or are not considered to be growth inducing.

**Unavoidable Significant Adverse Impacts.** The unavoidable significant adverse impacts identified in the above analyses, if any, will be summarized in this section. The purpose of this discussion is to call out any permanent or significant degradation in the quality of the environment, or the destruction of important natural and cultural resources, which cannot be prevented by the incorporation of mitigation measures. In addition, irretrievable commitments of resources should be evaluated to assure that such use is justified.

**Cumulative Impacts.** CEQA defines cumulative impacts as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. This section will discuss potential significant cumulative impacts to which the project would contribute based on the analysis in the "Environmental Setting, Impacts and Mitigation Measures" section, described above. A list of the past, present and reasonably anticipated future projects producing related or cumulative impacts will be discussed, so that a region-wide review of the impacts can be facilitated, instead of review simply on a project-by-project basis. DD&A will work with staff to identify potential future regional growth to be considered in this analysis. This section will discuss cumulative impacts relating to the project if and when they are significant.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**Project Alternatives.** CEQA Guidelines Section 15126.6 requires the consideration of a range of reasonable alternatives to the proposed plan that could feasibly obtain most of the basic objectives of the proposed project. The Guidelines further require that the discussion focus on alternatives capable of eliminating significant adverse impacts of the project, or reducing them to a level of insignificance, even if those alternatives would not fully attain the project objectives or would be more costly. According to the CEQA Guidelines, the range of alternatives required in an EIR is governed by the "rule of reason" that requires an EIR to set forth only those alternatives necessary to permit a reasoned choice, including the No Project Alternative. An EIR need not consider an alternative whose effects cannot be reasonably ascertained and whose implementation is remote and speculative. Reasonable alternatives to the proposed project will be identified and analyzed, including the No Project alternative. Additional alternative analysis will include three alternatives: a project design alternative that is consistent with the LUP, a reduced density alternative and another alternative that is focused on reduction of impacts identified in the EIR.

**List of Organizations and Persons Consulted.** All federal, state, regional, and local agencies and organizations, and private individuals consulted in preparing the draft environmental document, and the persons and firms that prepared the draft environmental document and technical studies, will be identified. The EIR will alphabetically list all reference materials and technical reports utilized in preparing the EIR by CEQA topic.

### **Preparation of Screencheck Draft EIR**

After submittal of the ADEIR and receipt of one set of County comments, DD&A will respond to County comments and prepare a Screencheck Draft EIR for final review by the County. The amendments to the Administrative Draft EIR will be based on one set of consolidated non-competing comments received from County staff. DD&A has allotted a specified amount of time for responding to changes. Should this task exceed the cost allotted in the budget due to changes in the project description or requests for additional analysis or edits that are not necessary to prepare a legally adequate document, the additional cost would be billed to County contingency on a time-and-materials basis.

### **TASK 6. PREPARATION OF DRAFT EIR**

DD&A will respond to County comments and prepare a Public Review Draft EIR for public distribution by the County. DD&A will amend the Screencheck Draft EIR based on one set of consolidated non-competing comments received from County staff.

Twenty-five copies of the Draft EIR and three copies of the DEIR Technical Appendices will be produced double-sided for public distribution and submittal to the County. Fifty CD-

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

ROM will be delivered to the County, containing digital files of the Draft EIR. It is assumed that the County will be responsible for preparing and filing the required CEQA notices, as well as be responsible for public distribution of the Draft EIR.

Additional time has been set aside for meetings or attendance at a hearing during the review of the Draft EIR period.

### TASK 7. FINAL EIR

The DD&A Team will formulate responses to comments on the Draft EIR, including written comments received from the public and agencies, and prepare a Final EIR. Included in the draft Final EIR will be the Draft EIR (with any necessary revisions), a list of all commenter and any organizations with which they are formally affiliated, copies of all written comments, and responses to each comment received. DD&A will discuss the preferred approach to the responses with County staff at a meeting following the close of the comment period. The budget estimated shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted or should comments require a substantial amount of effort to address (i.e., additional analysis), DD&A will ask that staff consider an adjustment in the budget to cover work beyond the assumed level.

#### Administrative Draft Final EIR

After review by County staff and transmittal of one set of consolidated non-contradictory comments, DD&A will amend the draft Final EIR for final review by County staff. We have allotted time for responding to changes; however, if this task were to exceed the cost allotted in the budget, the additional cost would be billed on a time-and-materials basis.

One copy of the Screencheck Final EIR will be provided for review by County staff.

Twenty-five copies of the Final EIR and 40 CD-ROMs will be delivered to the County. It is assumed that the County will be responsible for preparing and filing the required CEQA notices, as well as be responsible for public distribution of the Final EIR.

### TASK 8. MITIGATION MONITORING PROGRAM

DD&A will prepare a Mitigation Monitoring Program for the project and will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by County staff. DD&A will also work closely with County staff to ensure that the program is prepared in the required format, tailored to the County's Zoning and Building Permit procedures. A



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

checklist will be prepared listing measures and providing a column for verification of compliance. Monitoring will be dovetailed with existing processes of project design, development, and review. The Mitigation Monitoring Program will be submitted to County staff for review with the draft Final EIR. The final Mitigation Monitoring Program will be included in the Final EIR.

### TASK 9. MEETINGS

DD&A Staff will meet with County staff during the project process in order to gather information, review progress, review findings and discuss staff comments. The cost estimate includes attendance at one kickoff meeting with County staff and the applicant; two site meetings; one public scoping meeting; one progress meeting during Administrative Draft EIR preparation; and one meeting to address County staff comments on the Administrative Draft EIR. The Principal in Charge/Project Manager will attend one Planning Commission Meeting, and one Board of Supervisors meeting. DD&A will be available for additional meetings on a time-and-materials basis.

### TASK 10. PROJECT MANAGEMENT, COMMUNICATION AND COORDINATION

The Principal in Charge/Project Manager and the Assistant Project Manager will attend to all aspects of managing the project, including subconsultant and agency communication and coordination.

### PROJECT TEAM

DD&A has assembled a team of staff and subconsultants with specific experience in the Monterey Peninsula and Monterey County. DD&A's staff and in-house technical capabilities to complete this EIR include:

Denise Duffy, Principal

Alison Imamura, Senior Planner/Engineer/Project Manager

Elizabeth Guzman, Planner/Assistant Project Manager

Erin Harwayne, Associate Environmental Scientist/Project Manager

Bryce Ternet Associate Planner

Josh Harwayne, Environmental Scientist/Project Manager/Wetland Scientist

David Keegan, Associate Environmental Scientist/Wildlife Biologist

Matt Johnson, GIS Specialist

Jennifer Morrison, Assistant Planner

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### CONSULTING PROJECT TEAM

Hexagon will prepare the peer review for the traffic and circulation section. Hexagon offers services in transportation planning, traffic engineering, travel demand forecasting, signal design, and parking. Hexagon's staff members have prepared thousands of studies, both large and small, over their professional careers. These include countywide and citywide circulation plans, corridor studies, specific plans, area plans, site master plans, travel demand forecasting models, traffic impact analyses, traffic safety studies, site review studies, and neighborhood traffic control studies.

Illingworth & Rodkin, Inc. will prepare the peer review of the noise assessment and prepare the air quality assessments. They have been responsible for a wide range of studies in environmental noise, architectural acoustics, and noise control engineering. A recent research study for Caltrans investigated long-distance diffraction and reflection of noise from sound walls. Other environmental noise studies include noise ordinance violations; noise studies for commercial, institutional, housing and other miscellaneous development projects; Specific Plans, and Noise Elements of the General Plans. Illingworth & Rodkin staff members have also prepared Air Quality Technical Reports for over 10 major Caltrans highway projects and conducted over 100 air quality analysis for other projects. These projects included carbon monoxide microscale analyses, the calculation of project emissions (e.g., ozone precursor pollutants, fine particulate matter, and diesel particulate matter), seasonal field monitoring, and preparation of air quality conformity determinations. Illingworth & Rodkin staff, Mr. Reyff, has advised and influenced decisions of federal and local air quality agencies regarding impact assessment methodologies and air quality conformity issues.

Nolan Associates will prepare the peer review for the geology and soils reports. Nolan Associates is a geology and hydrogeology consulting firm based in Santa Cruz, California. Jeff Nolan is a Registered Geologist, State of California #4493 and Certified Engineering Geologist, State of California #1537. His firm provides a full range of geologic consulting services with an emphasis on geologic hazards evaluations, engineering geologic investigations and ground water resource studies.

Whitson Engineers will prepare the peer review for the drainage report. Peer review will be provided to verify that the analysis is adequate for the EIR at a project specific level. Whitson Engineers is a civil, environmental, and engineering consulting firm. Based in the Monterey Bay Area, Whitson offers services to clients throughout California on public works, residential, commercial and agricultural development, and resource conservation projects.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Mark Bowen of J&S will prepare the peer review for the historic report. Mark Bowen meets the Secretary of the Interior's guidelines for professional qualifications for Historian and Architectural History. Mr. Bowen has extensive experience with all levels of inventory, evaluation, and nomination of built environment resources. Mr. Bowen's experience within the central coast region includes conducting architectural inventories and studies of project impacts of properties in Carmel, Pebble Beach as well as inventory and compliance services for the cities of Capitola and Santa Cruz. He has conducted surveys of extensive geographic areas, such as the rocket propulsion research facilities and numerous homestead sites at Edward Air Force Base, CA; neighborhoods in Stockton and Los Angeles, CA; historic landscapes in Sacramento County, CA, in addition to landscapes and irrigation features in Colorado. He has also performed numerous single building evaluations in communities throughout the states of California, Nevada, and Colorado.

Bill Ruskin, Registered Professional Forester will prepare the peer review of the forestry report. He has been licensed by the State of California as a Registered Professional Forester since 1984 and has a broad background in forest management and environmental analysis. He has prepared management plans and supervised projects in Monterey County. He has prepared numerous Forest Management Plans in the forms required by Monterey County.

### PROJECT BUDGET AND SCHEDULE

Please refer to the attached tables for the Project Budget and Schedule.

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



**VILLAS DE CARMELO EIR**

**ATTACHMENTS**

**BUDGET  
AND SCHEDULE**

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare CEQA Documentation  
for the Villas de Carmelo Project  
Cost Schedule for Denise Duffy & Associates, Inc. Labor  
April 18, 2008  
Page One of Two

Task #	Task	Denise Duffy, Principal	Allison Ingram, Senior Planner/Engineer	Eric Henning, Associate Engr. Scientist	Associate Planner	Graphics / GIS	Administrative	DD&A Costs plus 10%
1.0	Project Initiation, Scope of Work Revisions	18	18		4		8	\$5,611.00
2.0	NOP Preparation and Scoping	24	10	12	18		8	\$8,911.00
3.0	Draft Project Description, Thresholds Significance	8	32	2	2	8	8	\$7,392.00
4.0	Report Review, Peer Review Evaluation	12	28	4	12		2	\$7,535.00
5.0	Administrative Draft EIR (see below)							
5.1	Introduction/Summary	2	8		2		1	\$1,683.00
5.2	Project Description	4	12	4	8	8	1	\$4,422.00
5.3	Setting Impacts & Mitigation Measures (see below)							
5.3a	Geology	6	8		8	4	1	\$3,465.00
5.3b	Soils	4	1		4	2	1	\$1,599.50
5.3c	Air Quality	2	45		24		1	\$8,541.50
5.3d	Hydrology and Drainage	4	2		8	2	1	\$1,914.00
5.3e	Water Quality	4	2		6	2	1	\$1,914.00
5.3f	Biological Resources/Plant Life, Trees	8	8	24		8	1	\$8,105.00
5.3g	Biological Resources/Animal Life	2	6	16		4	1	\$3,542.00
5.3h	Energy		1	1	6	1	1	\$1,001.00
5.3i	Land Use and Planning	18	6		33	4	1	\$7,722.00
5.3j	Population and Housing	1	2		8		1	\$1,314.50
5.3k	Traffic and Circulation	24	6		8	4	2	\$6,941.00
5.3l	Public Services /Utilities	8	2		20		1	\$3,927.00
5.3m	Utilities	2	2		20		1	\$2,706.00
5.3n	Noise	2	16		12		1	\$3,685.00
5.3o	Hazardous Materials/Health and Safety	8	2		16		1	\$3,531.00
5.3p	Aesthetics/Visual Resources	18	4		22	20	1	\$7,676.00
5.3q	Cultural Resources/Historical	4	23		12		1	\$4,977.50
5.4	Other CEQA Sections: (see below)							
5.4a	Growth Inducing Impacts	1	10		4			\$1,864.50
5.4b	Unavoidable Impacts	2	6		5			\$1,661.00
5.4c	Cumulative Impacts	2	24	8	12	4		\$5,973.00
5.5	Project Alternatives	18	18		23	8	2	\$8,590.00
5.6	References, Persons Consulted		2		4		6	\$1,045.00
5.7	Screencheck Draft EIR	12	24	6	30	16	16	\$11,728.00
6.0	Draft EIR (see below)							
6.1	Public Review Draft EIR	8	8	1	8	6	16	\$4,783.00
6.2	Draft EIR Public Hearing -Meetings	8	8		8	2	2	\$3,751.00
7.0	Final EIR (see below)							
7.1	Administrative Final EIR	65	75	12	75	6	20	\$33,473.00
7.2	Final EIR and NOD	24	20	14	16	16	24	\$13,772.00
8.0	Mitigation Monitoring Program	2	10	2	16	1	1	\$3,657.50
9.0	Project Team Hearing & Meetings	28	30		4		2	\$10,224.50
10.0	Project Management Communications	32	24		4		4	\$10,208.00
	Total Hours	378	497	106	460	125	139	
	Rate (\$/hour)	\$185.00	\$115.00	\$110.00	\$90.00	\$85.00	\$60.00	
	Total Costs	\$69,930	\$57,155	\$11,660	\$41,400	\$10,710	\$8,340	
	Total Costs + 10%	\$76,923.00	\$62,870.50	\$12,826.00	\$45,540.00	\$11,781.00	\$9,174.00	\$218,114.50

## NOTES:

(1)

This scope of work assumes that comments received on the Draft EIR will be within the timeframe identified; however, with any public review and comment period it is not possible to anticipate the complexity and extent of comments that will be received on the Draft EIR. Therefore, although this estimate of the number of hours necessary to respond to comments is considered reasonable for the project area, this budget may require an amendment to thoroughly respond to all comments, in particular if any new technical analysis would be required to respond.

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

## Proposal to Prepare CEQA Documentation for the Villas Project Budget Summary April 18, 2008 Page Two of Two

		Total Cost
<b>LABOR</b>		\$ 219,114.50
<b>EXPENSES</b>		
DD&A Reproduction (see assumptions below*)		\$ 8,005.00
DD&A GIS Services		\$ 1,900.00
DD&A Miscellaneous (Phone, fax, courier, postage, graphics, project-related expenses & supplies)		\$ 1,200.00
<i>Expense Subtotal</i>		\$ 11,105.00
Admin Fee (15%)		\$ 1,665.75
<b>DD&amp;A TOTAL</b>		\$ 231,885.25
<b>SUBCONSULTANTS</b>	<b>Area of Expertise</b>	
JSA	Cultural Resources Specialists	\$ 9,000.00
Hexagon	Traffic	\$ 9,000.00
Nolan	Geotechnical/Geologic	\$ 6,500.00
Whitson Engineers	Drainage/Water Quality	\$ 5,000.00
Wingworth & Rodkin	Noise Consultants	\$ 8,500.00
Staub/Bill Ruskin Forestry	Forest Management Consultant	\$ 5,000.00
<i>Subconsultant Subtotal</i>		\$ 43,000.00
Admin Fee (15%)		\$ 6,450.00
<b>SUBCONSULTANT TOTAL</b>		\$ 49,450.00
<b>TOTAL EIR FEE</b>		\$ 281,335.25
Reproduction costs are estimates only, billed at actual cost		
	2 copies of 1st Administrative Draft EIR and 5 cds	\$ 230.00
	2 copies of 2nd Administrative Draft EIR	\$ 220.00
	25 copies of Draft EIR and 60 cds of the Draft EIR	\$ 2,850.00
	65 copies (25 review draft and 40 cds of the final) of Amendment to the Draft EIR	\$ 3,205.00
	Miscellaneous copies/mapping	\$ 1,500.00
	<i>subtotal</i>	\$ 8,005.00
(assumes no color graphics ; add'l color billed at \$1/page)		
NOTE: Optional Visual Simulation Computer Modeling can be provide for an additional fee based upon County request.		



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### SCHEDULE - Villas de Carmelo EIR - April 15, 2008

Completion dates are dependent on the receipt of all project information upon authorization to proceed. The schedule is also dependent on County review times and number of comments received during the 45-day EIR circulation period.

EIR Proposed Schedule		
Task	Timeframe For Reviews	Approximate Date
Project Authorization to Proceed		April 8-14, 2008
Project Initiation/Scope Refinement		April 16, 2008
NOP Preparation		April 8- 16, 2008
NOP Review and Approval by County/Distribution List for NOP		April 16-18, 2008
NOP circulation	30 days	April 18, 2008
Complete peer review	4 weeks	May 19, 2008
Submit ADEIR (including technical studies); starts during NOP circulation.	8-9 weeks	June 18, 2008
Review of ADEIR by County (assumption)	2 weeks	July 1, 2008
Prepare Screencheck and Public Review Draft EIR	3 weeks	July 1, 2008 - July 23, 2008
Draft EIR 45-day circulation period	45 days	July 25,, 2008 – September 8, 2008
Submit Admin Draft Final EIR	4-5 weeks	October 20, 2008
Review of Admin Final EIR by County	1.5 weeks	October 30, 2008
Submit Final EIR	1 week	November 7, 2008
Hearings/Certification of EIR		
Subdivision Hearing		October/November
Planning Commission		November
Board of Supervisors		November/December

#### Schedule assumptions<sup>1</sup>:

- The Agency will provide technical reports prepared in the areas of traffic, geotechnical studies and cultural resources. All mapping and technical reports will be available in electronic and hardcopy format at the start of the project.
- Flagging and staking to be completed by mid-week April 15, 2008
- Updates to FMP by April 22, 2008 and provide that to DD&A; Biological (Zander) Updated materials will be provided by April 30, 2008. No additional technical studies, including biological studies, are required.
- Peer review letters by DD&A subconsultants will be submitted within three-four weeks of authorization. Any required additions to applicant's subconsultant reports shall be completed within two weeks of peer report submittal.

<sup>1</sup> Please note that the EIR schedule does not account for unanticipated delays outside DD&A's control. These delays include failure to receive all project-related information in a timely manner, delays in administrative reviews by the County, continuances of public hearings, or similar events.

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

**PAYMENT PROVISIONS**

Invoices for services performed under the AGREEMENT shall be submitted monthly (by the tenth day of the month) and shall include the following:

1. **Invoice Coversheet**

*Denise Duffy & Associates, Inc.  
Environmental Impact Report for the Villas de Carmelo*

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

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

Contract Term: June 3, 2008 to December 31, 2008

Contract Amount      \$ 323,535.00 (\$281,335.00 base budget plus \$42,200.00 project contingency)

Prior Invoices:      \$ \_\_\_\_\_  
(Under this contract)

This Invoice:      \$ \_\_\_\_\_

Remaining Balance      \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_  
*Elizabeth Gonzales, Associate Planner*

\_\_\_\_\_  
Date

**All Invoices Are To Be Sent To:**

Jaime Martinez, Accounting Technician  
County of Monterey Resource Management Agency  
Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901  
Telephone: (831) 755-4829  
Fax: (831) 755-4958



## **EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **2. Invoice Detail**

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

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

Transfer of funding from the Project Contingency Account (total contingency of \$42,200.00) 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, the Assistant Director. Within ten working days thereafter, the Director of Planning or the Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send her decision in writing to the Project Applicant, and CONTRACTOR.

Unless he denies the recommended transfer, the Director or Assistant Director of Planning 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 the Assistant Director, 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.

**Client# 51038**

DATE (MM/DD/YYYY)  
05/27/08

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**  
**HRH Professional Practice**  
**Insurance Brokers, Inc.**  
**2030 Main Street, Suite 350**  
**Irvine, CA 92614-7248**

**INSURED** Denise Duffy & Associates  
947 Cass Street, Suite 5  
Monterey, CA 93940-4525

RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS ADMIN

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Employers Fire Insurance Company	20648
INSURER B:	OneBeacon America Insurance Company	20621
INSURER C:	Continental Casualty Company	20443
INSURER D:		
INSURER E:		

## COVERAGES

[illegible]

POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
NSR ADD'L TR: INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	1U39722	09/01/07	09/01/08	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	1U39722	09/01/07	09/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	GARAGE LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
						\$
						\$
						\$
						\$
						\$
B	EXCESS/UMBRELLA LIABILITY	406018826	09/01/07	09/01/08	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER	EEA276198480	11/05/07	11/05/08		
	Professional Liability				\$1,000,000 Per Claim \$2,000,000 Aggregate	

	Liability	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS		
<p>Vehicle # 1586 de Camacho EIR</p>		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / REE / ETC.  
All operations including but not limited to Villas de Carmelo EIR.

Auto liability (hired and non owned autos only) and General liability: County of Monterey, its officers, agents and employees are named as additional insured per endt. attached.

(See Attached Descriptions)

**CERTIFICATE HOLDER**

Monterey County  
Resource Management Agency  
168 E. Alisal Street, 2nd floor  
Salinas, CA 93901

**CANCELLATION Ten Day Notice for Non-Payment of Premium**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~RECEIVE BY~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~SIXTY DAYS BEFORE THE EXPIRATION DATE OF THE POLICY.~~

**AUTHORIZED REPRESENTATIVE**

Com. Firm

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

## Architects and Engineers Extender Additional Insured Language\*

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the Commercial General Liability Coverage Form:

### 1. The following are added to Section II – Who is an insured:

#### a. Person or organization required by Written Contract

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.

However such person or organization is not an additional insured with respect to any:

(1) "Bodily injury", "property damage", or "personal and advertising injury" that does not arise out of:

(a) Your Negligence; or

(b) The negligence of another person or organization for whom you are liable;

(2) "Bodily injury", "property damage" or "personal and advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;

(3) "Property Damage" to:

(a) Property owned, used or occupied by or loaned or rented to, such person or organization; or

(b) Property over which such person or organization is for any purpose exercising physical control;

(4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

**Primary & Non-Contributory:** This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

**Per Project Aggregate:** Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III-Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

**Separation of Insureds:** Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insured applies:

a. As if each Named insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

**Waiver of Subrogation:** Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions:

However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under 1.1.a

- Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

Named Insured: DENISE DUFFY & ASSOCIATES

Policy No.: 1U39722