

# Attachment A

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**  
**(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:  
Rincon Consultants, 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 Rio Ranch Marketplace Project

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 \$ 196,668.40,  
retroactive

3. **TERM OF AGREEMENT.** The term of this Agreement is <sup>^</sup>from February 15, 2017 to June 30, 2019, 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**

Exhibit B **Fee Schedule, dated April 2016**

5. **PERFORMANCE STANDARDS.**

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

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

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

## **6. PAYMENT CONDITIONS.**

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

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

## **7. TERMINATION.**

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

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

## **8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

#### 8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

#### 8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

### 9.0 INSURANCE.

#### 9.01 Evidence of Coverage:

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

This verification of coverage shall be sent to the County's, Contracts/Purchasing 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 coverage's, 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.

☐ 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.

☐ 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.

☐ 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.

☐ 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 CONTRACTOR'S 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 Mariscal-Martinez, Management Analyst II	Stephen Svete, AICP, LEED AP ND, Principal
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	Rincon Consultants, Inc. 437 Figueroa Street, Suite 203 Monterey, California 93940
Address	Address
(831) 755-8966	(805) 644-4455
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: \_\_\_\_\_  
Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
County Counsel

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

Approved as to Fiscal Provisions<sup>2</sup>

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

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

Approved as to Liability Provisions<sup>3</sup>

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

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

**CONTRACTOR**

Rincon Consultants, Inc.

Contractor's Business Name\*

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

STEPHEN STEVE VICE PRESIDENT  
Name and Title

Date: 1/25/18

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

RICHARD DAULTON, SECRETARY  
Name and Title

Date: 1/24/18

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*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 County Counsel is required for all Professional Service Agreements over \$100,000

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

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

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

**To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
Rincon Consultants, Inc., hereinafter referred to as "CONTRACTOR"**

### **PROJECT UNDERSTANDING:**

CONTRACTOR shall prepare an Environmental Impact Report (EIR) to satisfy the California Environmental Quality Act (CEQA) documentation for the Rio Ranch Marketplace Project (Project). The approximately 3.77 acre Project site is located on Rio Road just east of State Route (SR) (Highway) 1 at the mouth of the Carmel River in Monterey County, California. The Project site is currently undeveloped, but was previously developed with an apartment complex that was demolished in the 1980s. The site is located directly across Rio Road from The Crossroads Shopping Center.

Proposed site plans for the Project include buildings that vary in size and architectural design to keep with the uniqueness of the area.

The primary access to the Project will be a reconfigured traffic-signal controlled intersection at Rio Road and Crossroads Boulevard. Three (3) secondary access points to the Project will be provided. Parking shall consist of one hundred eighty-four (184) on-site parking spaces, including five (5) Americans with Disabilities Act (ADA) stalls.

### **A. SCOPE OF SERVICES:**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Project, as set forth below:

#### **A.1 TASKS:**

##### **Task 1: Kickoff Meeting**

Within one (1) week of County's authorization to proceed, CONTRACTOR shall organize a kickoff meeting with County staff and the Project Applicant. This meeting shall serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules shall be finalized and details for scheduled tasks shall be discussed. CONTRACTOR shall use this opportunity to collect any relevant studies and information not already transmitted.

The kickoff meeting shall also allow County and CONTRACTOR an opportunity to thoroughly discuss the approach to environmental evaluation and possible Project alternatives. A review of community concerns that have surfaced to date shall be discussed. CONTRACTOR shall also have an opportunity to confirm the approach to the cumulative impact analysis.

##### **Task 2: Notice of Preparation (NOP)**

This task includes scoping of the EIR and circulation of the NOP. CONTRACTOR shall prepare, file, and circulate the NOP with oversight and approval by County. The NOP and all correspondence received in response to the NOP will be attached as an appendix to the Draft EIR (DEIR).

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

### **Task 3: Administrative Draft Environmental Impact Report (ADEIR)**

The ADEIR shall be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

*An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information that enables them to make an informed decision about the project's environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

Where possible, CONTRACTOR shall incorporate information from existing environmental and planning documents that apply to the site and Project. As necessary, CONTRACTOR shall conduct original research to augment existing information. The ADEIR shall include the specific components described below.

#### **Subtask 3.1: Summary**

The EIR shall contain a summary of the proposed Project and associated environmental consequences. This information shall be presented in tabular format to simplify review by decision-makers and the general Public. The summary table shall include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance
- Mitigation measures required for any identified significant impacts
- The residual effects after mitigation
- The summary shall provide a synopsis of the alternatives reviewed and their associated impacts. It shall also identify the environmentally superior alternative among the studied alternatives. A discussion of areas of known Public controversy and issues to be resolved shall also be included.
- Unmitigable impacts

#### **Subtask 3.2: Project Description**

The EIR shall include a Project Description that describes the Project, including proposed land use changes and controls, planned structural or landscape modifications, artist renderings, operational or other features, policies and programs that have been incorporated into the Project to minimize potential environmental or land use conflicts. Textual, tabular, and graphic presentation shall be included as necessary to facilitate a thorough understanding of the proposed Project.

#### **Subtask 3.3: Introduction and Environmental Setting**

The EIR shall include introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction shall describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief Project history. The environmental setting shall provide a general description of the existing geographic character of unincorporated Carmel and Project site vicinity. The regional environmental setting shall also contain a discussion of cumulative development in the area utilizing a cumulative Project list developed in consultation with County specifically for this Project.

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

### **Subtask 3.4: Environmental Impact Analysis**

Each environmental discussion shall include the following:

- Setting
- Impact analysis
- Mitigation measures
- Level of significance after mitigation
- Unavoidable impacts

The discussion for each issue area shall be introduced by a brief summary of the issue, concerns, impacts, and mitigation measures. The setting that follows shall describe existing conditions relevant to the given issue area based on existing data sources. Sources shall include associated technical studies, the County's General Plan elements, other relevant environmental documents, data provided by County, and the results of reconnaissance visits to the Project site.

The impact analysis shall include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where possible, impacts shall be quantified. If existing data does not allow definitive quantification, reasonable assumptions shall be used to qualitatively forecast potential impacts. Cumulative impacts shall also be discussed in this Section. Impacts shall be based on the existing conditions, not the historical uses, of the Project site.

Analyses shall be oriented around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they shall be indexed to and immediately follow the numbered impact in question. CONTRACTOR has found that such an approach focuses the analysis and the impact becomes clearer for the Public and decision-makers.

Mitigation measures shall include design measures and programs proposed by County staff and CONTRACTOR. All mitigation measures shall be presented in wording that can be directly applied to conditions of approval.

CONTRACTOR's proposed technical approach to analyzing each environmental issue is described in the following Section.

### **Subtask 3.5: Other CEQA-Required Discussions**

This Section of the EIR shall discuss the potential growth-inducing effects of the proposed Project and energy impacts (per Appendix F of the CEQA Guidelines). Drawing on the information provided in the regional setting and the preceding issue discussion, the growth inducing impacts analysis shall address the potential for the Project to directly induce economic growth and remove obstacles to growth in the area. The energy analysis shall quantify energy demand associated with the proposed Project, compare this demand to available energy supplies, and discuss consistency of the Project with applicable plans and policies related to energy conservation.

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

### **Subtask 3.6: Alternatives (2)**

CONTRACTOR assumes that the EIR shall analyze up to two (2) alternatives. The alternatives shall include the CEQA-required "No Project" alternative and a reduced Project alternative. The alternatives will also include an "Alternatives Considered but Rejected" section, which will briefly describe up to three (3) alternatives and the reasoning for not analyzing the alternatives in detail.

CONTRACTOR recommends finalizing the alternative descriptions after completion of some of the preliminary analysis to ensure that the studied alternatives address significant impacts of the proposed Project. CONTRACTOR shall work directly with County staff to identify specifics of all alternatives.

Evaluation of alternatives shall be in less detail than that for the proposed Project, though the analysis shall make a significance determination for all issue areas and identify mitigation requirements for each alternative. This should provide decision-makers and the Public adequate information to decide among alternatives.

This Section shall also identify the environmentally superior alternative. If the "No Project" alternative is determined to be environmentally superior, the EIR shall identify the environmentally superior alternative among the remaining scenarios.

### **Subtask 3.7: Effects Found Not to be Significant**

The EIR shall provide an evaluation of all environmental issue areas contained in the County's CEQA Checklist. In lieu of an Initial Study (IS), which is a common method to screen out technical issues from full EIR-level evaluation, this Section shall include a discussion of issues that do not require detailed analysis as these issues will not generate significant impacts. The evaluation shall consist of a brief discussion of impact categories for topics that do not rise to the level of full EIR analysis needs.

### **Task 4: DEIR**

This task involves the production, editorial work and communication processes to respond to County comments on the ADEIR and publish the DEIR for circulation to the Public and concerned agencies. CONTRACTOR shall prepare and file a Notice of Completion (NOC) with the State Office of Planning and Research and a Notice of Availability (NOA) with the County Clerk, circulating the DEIR to commenting agencies and interested groups or individuals, and receiving their written commentary. CONTRACTOR shall prepare, file, and circulate the NOA with oversight and approval by County. County shall publish the notice in a local newspaper.

### **Task 5: Final Environmental Impact Report (FEIR)**

The final formal stages of the EIR process involve responding to comments, Public hearings, and final publication tasks. At this point, all of the discretionary permit applications and the DEIR shall be brought together for final Public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the Project shall be made. CONTRACTOR's work effort for this task is described below.

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

### **Subtask 5.1: Response to Comments/Administrative Final EIR (AFEIR)**

Subsequent to receipt of all Public comments on the DEIR, CONTRACTOR shall prepare formal responses and publish an AFEIR for County review. This shall include a list of commenter, comment letters, responses to comments, and any added or revised text of the DEIR that may be necessary. The final version of the responses to comments shall be incorporated into the FEIR, usually as an Appendix. Subsequently, CONTRACTOR shall discuss and modify as necessary any data in the EIR that requires such a step.

### **Subtask 5.2: Publication of the FEIR**

CONTRACTOR shall deliver a PDF version of the FEIR to County for its website posting. Upon certification of the FEIR and Project approval, CONTRACTOR shall deliver bound copies of the FEIR. CONTRACTOR shall be responsible for filing a Notice of Determination (NOD) with the County Clerk's office (but note that the required filing fees including California Department of Fish and Wildlife (CDFW) fees are not included in this scope).

### **Subtask 5.3: Mitigation Monitoring and Reporting Plan (MMRP)**

CONTRACTOR shall prepare a MMRP in accordance with County requirements. The MMRP shall be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this MMRP shall take the form of a detailed table, which shall compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The MMRP will include:

- Suggested wording as a condition of approval
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

### **Task 6: Meetings (2)/Public Hearings (4)**

In addition to the kickoff meeting described in Task 1, CONTRACTOR shall attend up to six (6) additional meetings/hearings. These meetings shall include up to four (4) Public hearings (Hearings) or meetings and two (2) additional face-to-face meetings with County staff. If desired by County staff, Hearing attendance shall include oral presentations to the Hearing body, supplemented with graphic presentations, if necessary. These Hearings can be scheduled and selected at County's discretion. CONTRACTOR shall also participate in bi-weekly conference calls throughout the EIR process to provide status reports to County staff.

### **Task 7: CEQA Findings and Statement of Overriding Considerations**

CONTRACTOR shall prepare the CEQA findings for the Project. CEQA Guidelines §15091 require that no Public agency approve or carry out a project, for which an EIR has been completed and identifies one (1) or more significant effects, unless the Public agency prepares findings for each significant effect. The findings would include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR.



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

CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in this EIR, CONTRACTOR shall prepare a Statement of Overriding Considerations. CONTRACTOR shall provide an Administrative Draft of the CEQA findings to County for review and comment.

### **Task 8: Noticing (NOP, NOC/NOA, NOD)**

CONTRACTOR shall prepare all associated notices as part of this task, including the NOP, NOC/NOA, and NOD. CONTRACTOR shall prepare and file the NOC with the State Office of Planning and Research and forward the NOA for County to file with the County Clerk. County shall be responsible for the circulation of the Draft EIR to the agencies, organizations and individuals on County's circulation list.

### **Task 9: Project Management**

This task includes the CONTRACTOR's general project management needs, including oversight and coordination of Project tasks, communication with County staff, subconsultant management, and invoicing.

## **TECHNICAL APPROACH TO ENVIRONMENTAL ISSUES:**

CONTRACTOR anticipates that the EIR will examine the following issues:

- |  |                           |
|--|---------------------------|
| ▫ Air Quality                            | ▫ Geology/Soils           |
| ▫ Biological Resources                   | ▫ Hydrology/Water Quality |
| ▫ Climate Change                         | ▫ Noise                   |
| ▫ Cultural and Paleontological Resources | ▫ Transportation/Traffic  |

In addition to these core issues, CONTRACTOR shall utilize other referenced environmental documentation, and other standard environmental analysis methods to provide justification for those issues that were determined to have no potential effect. These analyses shall be incorporated into the EIR. Nevertheless, the scope shall be revised if important unforeseen issues are raised in response to the NOP or if CONTRACTOR's inquiries suggest further study is needed. If the Public comments to the NOP suggest that other issues need to be addressed, at County's request, these tasks could be added to the scope at an additional cost in accordance with CONTRACTOR's Fee Schedule.

The following describes CONTRACTOR's approach to the key EIR issues.

**Air Quality.** The Monterey Bay Unified Air Pollution Control District (MBUAPCD) has prepared an Air Quality Management Plan (AQMP) for the Monterey Bay Region. The AQMP addresses the attainment and maintenance of State and Federal ambient air quality standards within the North Central Coast Air Basin (NCCAB). Consistency with the AQMP is an indication of a Project's cumulative adverse impact on regional air quality (ozone levels). It is not an indication of Project-specific impacts, which are evaluated according to the MBUAPCD's adopted thresholds of significance.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

The EIR shall include an evaluation of potential impacts to air quality based on the results of the construction activities and traffic impact evaluation and consultation with resource agencies. Mitigation measures shall be identified, if needed, to reduce impacts on air quality to less than significant.

**Biological Resources.** CONTRACTOR shall conduct an impacts assessment for biological resources on the proposed Project site. The assessment shall be based on a habitat assessment of the proposed Project site, and shall include background review, reconnaissance site visit, and preparation of the Biological section of the EIR to include an impacts assessment and required mitigation measures.

*Background Review:* CONTRACTOR shall review existing reports, Project plans, aerial imagery, databases (i.e. California Natural Diversity Database [CNDDB] and California Native Plant Society [CNPS] Inventory of Rare and Endangered Plants) and other available literature for context and to support the habitat assessment.

*Reconnaissance Survey:* CONTRACTOR shall complete a reconnaissance-level field survey to field-check site condition, map vegetation communities, document conditions that have potential to support wildlife, and confirm tree resources present on the proposed Project site. The site is partially disturbed/vacant and is not anticipated to have large expanses of sensitive biological resources; however, portions of the site do consist of trees and other vegetation that could support special status species. CONTRACTOR's scope does not include protocol-level botanical or wildlife surveys. If CONTRACTOR finds sensitive species on the Project site, additional fees may be requested to complete protocol-level botanical or wildlife surveys, as needed.

*Biological Section of the EIR:* The results of the literature review, reconnaissance-level survey, and impact analysis shall be presented within the body of the EIR and shall document the existing baseline conditions for biological resources; evaluate the potential for special status plants and animals to occur on the Project site; present an impacts analysis for biological resources; and propose suitable mitigation if necessary to reduce potential impacts to less than significant.

**Climate Change.** The analysis of greenhouses gases (GHGs) and climate change shall discuss the general nature and sources of climate change, current efforts to regulate GHGs (including recent Office of Planning and Research publications and guidelines relating to how climate change should be addressed in CEQA documents), and the proposed Project's potential contribution to this cumulative issue. The MBUAPCD has not formally adopted thresholds to evaluate GHG emissions, but recommends using the San Luis Obispo County Air Pollution Control District (SLOAPCD) thresholds. Using the calculations results from CalEEMod, CONTRACTOR shall compare Project emissions to these thresholds and prepare a GHG section that focuses on the impacts of the proposed Project on climate change, as well as the impacts of climate change on the Project region.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**Cultural and Paleontological Resources.** CONTRACTOR's Registered Professional Archaeologist shall conduct a Phase I Cultural Resources Study of the 3.77-acre Project site. The study shall include a search of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC), Native American scoping with the California Native American Heritage Commission (NAHC) and NAHC-provided contacts, intensive pedestrian survey of the undeveloped Project site, and incorporation of the results into a technical report. The technical report shall be summarized in the EIR section, and the report shall be attached as an Appendix to the EIR. Any potential impacts shall be identified and mitigation measures shall be recommended as necessary. CONTRACTOR's cost estimate assumes that no cultural resources (archaeological, historic built, or tribal) shall be identified within the Project site that require recordation or evaluations.

CONTRACTOR's Archeologist shall provide County with American Government-to-Government consultation in accordance with Assembly Bill (AB) 52 (Gatto 2014). To facilitate compliance with AB 52, CONTRACTOR shall prepare draft letters to put on County letterhead, and a tracking sheet and instructions for successful AB 52 consultation. However, as County is responsible for the consultation, County staff shall send correspondence (using the template letters provided by CONTRACTOR) and shall lead telephone consultation with any tribes wishing to meet. If the County requests CONTRACTOR to participate in further AB 52 consultation (either being in charge of mailing correspondence, making phone calls, or attend any meetings with tribes), a budget augment shall be requested for the additional services necessary.

CONTRACTOR's Paleontologist shall conduct a Paleontological Resources Assessment of the Project site. The Assessment shall include a search of the University of California Museum of Paleontology collections, a thorough review of the geologic maps and literature relevant to the Project site and vicinity, a field survey, and a technical memorandum. Paleontological resources shall be briefly discussed in the EIR section, and shall be included in the Cultural Resources Study as an appendix. Any potential impacts shall be identified and mitigation measures shall be recommended as necessary. CONTRACTOR's cost estimate assumes that no paleontological resources (fossils) shall be identified within the Project site that require recordation or salvage.

**Geology and Soils.** The Project site is located in the Federally Emergency Management Agency (FEMA) defined Special Hazard Area of the Carmel River. The Project Grading Plan includes 13,651 cubic yards of net fill to raise the floor level of the proposed buildings. Based upon a cursory review of geologic maps, the principal potential geologic hazards that would likely impact the proposed Project are intense seismic shaking from one (1) of the nearby active fault systems and soil liquefaction. The Project site is mapped on County planning maps as having a high potential for soil liquefaction during a strong earthquake. The Project shall be expected to meet the goals of the Conservation and Open Space Element Section OS-3 (Soils) and Safety Element Section S-1 (Seismic and Other Geologic Hazards) as designated in the County's General Plan. This Section shall identify issues associated with seismic risk as well as soil-related hazards (e.g., liquefaction, shrink-swell, erosion, etc.). CONTRACTOR's subconsultant, Pacific Crest Engineering, Inc., shall perform a Geotechnical Investigation for the proposed Project, as detailed below. CONTRACTOR's Technical

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

Expert shall peer review the study and incorporate relevant information into the EIR. As appropriate, measures to mitigate specific geologic hazards shall be identified.

The objective of the Geotechnical Investigation is to investigate the surface and subsurface soil conditions and provide geotechnical design recommendations for the proposed Project. CONTRACTOR shall provide a design-phase scope comprised of literature review, site reconnaissance, subsurface exploration, and laboratory testing to develop geotechnical recommendations to support the planned design and construction of the Project.

The following tasks comprise the scope for the Geotechnical Evaluation:

1. Project administration and review of maps, geologic and geotechnical information pertaining to the study area, available in CONTRACTOR's files or provided by County.
2. Site reconnaissance to review Project limits, determine drill rig access, and mark out exploratory boring locations for subsequent utility clearance.
3. Obtain a soil boring permit from County and notify subscribing utility companies via Underground Service Alert (USA) a minimum of forty-eight (48) hours (as required by law) prior to performing exploratory excavations at the Project site.
4. Explore, sample and classify surface and subsurface soils by drilling four (4) to six (6) exploratory borings across the Project area. CONTRACTOR shall use Cone Penetrometer Test (CPT) soundings and in conjunction with subsurface borings to evaluate the density and strength characteristics of the soil profile to the depths explored and obtain samples at selected depths within planned foundation areas.

The exploratory borings/soundings shall range in depth from ten (10) to twenty (20) feet, however, at least two (2) of the test holes will be advanced to a depth of fifty (50) feet to quantitatively address liquefaction and/or dynamic compaction potential beneath the Project site. Soil samples shall be obtained at selected depths within selected test borings. The test borings shall be backfilled with grout and soil cutting shall be left on Project site.

5. Laboratory testing of selected soil samples to determine their relevant engineering properties, including unit weight, shear strength, gradation, and other relevant laboratory tests and shall also include at least one (1) R-value sample of the subgrade soils for pavement design purposes.
6. Compilation and analysis of collected field and laboratory data.
7. CONTRACTOR's subconsultant, Pacific Crest Engineering, Inc., shall perform a Geotechnical Engineering Analysis of the data gathered in Tasks No. 1 through 6. This analysis shall culminate in a design level Geotechnical Investigation Report which shall summarize CONTRACTOR's findings and present conclusions and recommendations for the design and construction of the Project described above.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Topics covered in the report shall include:

- a. A discussion of the seismic hazards associated with the Project site, including liquefaction, lateral spreading, dynamic compaction, landsliding, seismic shaking, California Building Code site factors and the proximity to mapped active and potentially active faults.
- b. Site and subgrade preparation recommendations, including compaction recommendations, recommendations as to the suitability of the on-site earth materials for use as engineered fill, recommendations for imported fill material, recommendations for stable cut and fill slope gradients, and backfill requirements for utility trenches.
- c. Foundation design and construction recommendations, including recommended foundation type(s), foundation embedment depths, and the allowable bearing pressures to use in foundation design. Also included shall be recommendations for the design and construction of concrete slab-on-grade floor systems.
- d. Retaining wall recommendations, including the active, at-rest and passive lateral earth pressures to use in retaining wall design, and anticipated lateral seismic forces.
- e. Recommendations for Project site drainage, including provisions to control both surface and subsurface drainage, as needed.

This report shall include illustrations (scaled), boring location maps, boring and CPT logs indicating the soil profile encountered. CPT tests are used to determine the geotechnical engineering properties of soils and delineating soil stratigraphy. *The report shall be prepared and signed by CONTRACTOR's subconsulting Registered Geotechnical Engineer with twenty-six (26) years of experience within the local area.*

**Hydrology and Water Quality.** As set forth in General Plan Policies PS-3.9 and PS-3.13 (Water Yield and Quality), the Project shall not be approved until the Project Applicant provides evidence of a long-term sustainable water supply in terms of yield and quality for all lots that are to be created through subdivision. As set forth in General Plan Policies PS-3.1 and PS-3.2 (Long Term Sustainable Water Supply), development shall be prohibited without proof, based upon specific findings and supported by evidence, that there is a long-term, sustainable water supply, both in quality and quantity to serve the development. In addition, the Project shall be required to comply with policy (Draft Ordinance 175) developed by the Monterey Peninsula Water Management District's Water Supply Planning Committee.

This Project requires a water system which has two (2) water sources that meet all of the required regulations. The Environmental Health Bureau (EHB) has requested additional information regarding water quality and quantity before the Project application can be deemed complete according to the memorandum from EHB, dated February 24, 2014. The Project Applicant has indicated that the Project will be served by the California Water Company by transferring water credits from three (3) sources.

CONTRACTOR shall develop a Post-Construction Stormwater Control Plan (SWCP) according to the Central Coast Water Quality Control Board's Post-Construction Stormwater Management Requirements (PCRs).

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

The SWCP shall include the following tasks:

1. Documentation of the applicable PCRs;
2. Documentation of the general Project data and impervious surface area calculations;
3. Site assessment with description of Project site conditions and features;
4. Documentation of the Post-Construction Stormwater Control Measures (SCMs) applied to the Project design to reduce runoff, provide water quality treatment, provide volume retention, and manage peak stormwater runoff;
5. Documentation of the operations and maintenance plan for structural SCMs;
6. Post-Construction SWCP summary and certification.

County staff has requested the Project Applicant to submit a preliminary drainage plan as part of the tentative subdivision map. Compliance with County's new storm water requirements may require changes to the site plan (e.g., if an on-site storm water retention pond is required). The Project is located in an urbanized area for purposes of National Pollutant Discharge Elimination System (NPDES) implementation.

CONTRACTOR's environmental scientists shall evaluate the Project in light of the numerous water quality and supply regulations governing the Project site, and prepare an independent analysis of potential impacts.

**Noise.** CONTRACTOR shall evaluate Project noise levels and noise level increases related to site preparation/construction at sensitive receptors, including adjacent off-site Carmel Mission Inn and residential uses along Rio Road. To establish baseline noise levels, CONTRACTOR shall conduct ambient noise measurements in the field to characterize the existing noise conditions in the vicinity of the Project site. The measurements shall be taken using an ANSI Type II sound level meter. Three (3) twenty (20) minute daytime measurements will be taken. Potential noise levels and increases shall be evaluated relative to this baseline, utilizing County noise standards. The primary construction noise source is presumed to be heavy equipment associated with grading of the site. Long-term operational noise would primarily occur as a result of increased traffic to the site. Mitigation measures shall be recommended to reduce construction and operational noise impacts as necessary.

**Transportation and Circulation.** CONTRACTOR's sub-consultant, Keith Higgins Traffic Engineer (KHTE), shall provide a full Traffic Impact Evaluation (TIE) for the Project. Although the scope was developed based upon consultation with County's Resource Management Agency (RMA) - Public Works and Facilities, KHTE suggests further review by County's RMA - Public Works and Facilities staff to verify its applicability to the Project.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Operations of the following study intersections shall be analyzed for this study:

1. State Route/Highway 1 (SR/Highway 1)/ Carmel Valley Road
2. Carmel Rancho Boulevard / Carmel Valley Road
3. Rio Road / SR/Highway 1
4. Crossroads Boulevard / Rio Road
5. Carmel Center Place / Rio Road
6. Carmel Rancho Boulevard / Rio Road
7. SR/Highway 1 / Ocean Avenue
8. SR/Highway 1 / Carpenter Street
9. Carmel Rancho Boulevard / Shopping Center Driveway
10. Rio Road / Via Nona Marie

Carmel Valley Road with:

11. Rancho San Carlos Road
12. Valley Greens Drive

SR/Highway 1 with:

13. Ribera Road

Rio Road with:

14. Atherton Place
15. Lasuen Drive
16. Santa Lucia Drive
17. 13th Ave – Junipero- Ridgewood Road

Operations of the following road segments shall also be analyzed for this study:

1. SR/Highway 1, Carpenter Street to Ocean Avenue
2. SR/Highway 1, Ocean Avenue to Carmel Valley Road
3. SR/Highway 1, Carmel Valley Road to Rio Road
4. SR/Highway 1, Rio Road to Ribera Road
5. Rio Road, west of SR/Highway 1
6. Carmel Valley Road, Robinson Canyon Road to Schulte Road
7. Carmel Valley Road, Schulte Road to Rancho San Carlos Road
8. Carmel Valley Road, Rancho San Carlos Road to Rio Road
9. Carmel Valley Road, Rio Road to Carmel Rancho Boulevard
10. Carmel Valley Road, Carmel Rancho Boulevard to SR/Highway 1
11. Carmel Rancho Boulevard, Carmel Valley Road to Shopping Center
12. Carmel Rancho Boulevard, Shopping Center to Rio Road
13. Rio Road, SR 1 to Crossroads Boulevard
14. Rio Road, Crossroads Boulevard to Carmel Center Place
15. Rio Road, Carmel Center Place to Carmel Rancho Boulevard

SR/Highway 1 Segments:

16. Ribera Road to Point Lobos Reserve
17. Point Lobos Reserve to Fern Canyon Road
18. Fern Canyon Road to Highlands Inn

Rio Road Segments:

19. Atherton Place to Santa Lucia Avenue
20. Santa Lucia Avenue to 13th Avenue
21. Crossroads Boulevard
22. Carmel Center Place

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

The following tasks comprise the scope for the TIE:

### **Project Coordination:**

This task accounts for coordination with CONTRACTOR and County staff during the environmental review process.

### **Data Collection:**

New intersection turning movement counts shall be conducted at the seventeen (17) study intersections during the Weekday AM (7:00 am to 9:00 am), Weekday PM (4:00 pm to 6:00 pm) and Saturday Midday (11:00 am to 2:00 pm) peak periods. Counts shall include cars, trucks, buses, pedestrians and bicycles. From these counts, the peak one (1) hour Weekday AM, Weekday PM and Saturday Midday periods shall be identified.

Note: CONTRACTOR recommends that the traffic be performed in Spring and/or Fall, 2017. However, seasonal adjustments can be applied to the counts if the counts are collected prior to Spring 2017.

Operations of the segments shall be evaluated using the intersection traffic counts and 2015 (or more recent if available) Monterey County traffic volumes.

### **Existing Conditions**

The peak one (1) hour Weekday AM, Weekday PM and Saturday Midday count periods (see Data Collection) shall be analyzed for operations at the study intersections and segments. This analysis, as with all analysis under this scope, shall utilize the 2010 and 2000 Highway Capacity Manual methodologies.

### **Project Trip Generation, Distribution and Assignment**

Project trip generation shall be estimated using the Project definition and rates included within *Trip Generation Manual*, 9th Edition, 2012. Trip distribution and assignment shall be derived for the Project, based upon adjacent land uses and other factors. The Project trip assignment shall be derived from the Project trip generation and distribution. A graphic depicting the trip distribution and assignment shall be prepared.

### **Existing Plus Project Conditions**

The Project trip assignment shall be added to the existing volumes to create Existing Plus Project volumes. These volumes shall be analyzed for operations at the study intersections and segments.

### **Background Conditions**

Traffic growth from approved and short-term pending projects in the study area shall be quantified; a list of such projects shall be obtained from County staff. This growth shall be added to existing conditions volumes to create Background Conditions. These volumes shall be analyzed for operations at the study intersections and segments.



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

### **Background Plus Project Conditions**

The Project trip assignment shall be added to the background volumes to create Background Plus Project volumes. These volumes shall be analyzed for operations at the study intersections and segments.

### **Cumulative Without Project Conditions**

Future growth through the Year 2035 shall be quantified at the study intersections, based upon the County's General Plan and other sources. This traffic growth shall be added to the Background volumes to create Cumulative Without Project Conditions. These volumes shall be analyzed for operations at the study intersections and segments.

### **Cumulative Plus Project Conditions**

Project trip assignment shall be added to Cumulative Without Project volumes to create Cumulative Plus Project Conditions. These volumes shall be analyzed for operations at the study intersections and segments.

### **Identification of Project Impacts**

Potential Project impacts shall be identified under Existing Plus Project Conditions, Background Plus Project Conditions and Cumulative Plus Project Conditions. Improvements shall be recommended that reduce said impacts to a "less than significant" state where possible.

### **Pedestrian, Bicycle and Transit Circulation**

Pedestrian circulation, bicycle circulation and transit operations shall be reviewed near the Project site. The Project's effects on these facilities shall be assessed. Recommendations for necessary pedestrian, bicycle and transit improvements shall be made as necessary.

### **Project Access and Internal Circulation**

Operations at the Project driveways shall be analyzed. Pedestrian and bicycle access into and out of the Project site shall be evaluated. Internal vehicle, pedestrian and bicycle circulation shall also be reviewed. Recommendations for improvements shall be made as necessary.

### **Documentation**

The results of this analysis shall be summarized in a report, with appropriate graphics. An administrative draft report shall be authored and submitted to CONTRACTOR for incorporation into the Administrative Draft of the Environmental Documentation for this Project. Comments from CONTRACTOR and County staff shall be incorporated into a draft report for incorporation into the Public Draft of the Environmental Documentation for the Project. CONTRACTOR's subcontractor, KHTE, shall also assist with responses to Public comments regarding transportation-related topics on the Draft Environmental Documentation for the Project.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

*Note 1: This budget contains an allocation of \$2,808 for response to CONTRACTOR and County comments, including any necessary analysis revisions. CONTRACTOR shall inform County if additional budget is required to fully respond to said comments or to make said revisions.*

*Note 2: This budget contains an allocation of \$3,435 for responses to Public comments on transportation-related topics, including comments for other Public agencies (e.g. Caltrans, City of Carmel, etc.). CONTRACTOR shall inform County if additional budget is required to fully respond to said comments.*

*Note 3: This scope does not include budget for analysis revisions per Public comments. Such revisions can be made for an additional fee.*

### A.2 SCHEDULE:

CONTRACTOR's schedule for completion of the CEQA environmental review process is summarized below. Barring delays beyond CONTRACTOR's control (such as an incomplete or evolving Project Description), CONTRACTOR believes that the environmental review process can be completed in under eleven (11) months.

- **Kickoff Meeting.** Within one (1) week of County's authorization to proceed, CONTRACTOR shall organize a kickoff meeting with County staff.
- **NOP.** CONTRACTOR shall prepare the NOP for release within one (1) week of the Project kickoff meeting. CONTRACTOR assumes that the NOP shall be reviewed within one (1) week after receiving the NOP.
- **Project Description:** Within two (2) weeks of the kickoff meeting, CONTRACTOR shall submit the draft Project Description for County review. CONTRACTOR assumes a one (1) week review period for review by County, and CONTRACTOR revisions to the Project Description. Thus, CONTRACTOR assumes that the Project Description shall be approved by County within three (3) weeks after the kickoff meeting.
- **ADEIR.** CONTRACTOR shall submit the ADEIR in phases. Phase 1 will include the Introduction, Project Description, Environmental Setting, Biological Resources, Cultural Resources, Other CEQA-Required Sections, and Effects Found Not to be Significant sections. Phase 2 is dependent on the completion of the Geotechnical Investigation by Pacific Crest Engineering, Inc. and will include the Geology/Soils and Hydrology and Water Quality sections. Phase 3 is dependent on the completion of the TIE by KHTE, and will include the Air Quality, Climate Change, Noise, Transportation and Circulation, and Alternatives sections.
- **DEIR.** CONTRACTOR shall complete the DEIR within two (2) weeks of receipt of County comments on the ADEIR. If review of additional versions of the ADEIR is required, CONTRACTOR shall respond to comments on subsequent versions within one (1) week. CONTRACTOR shall produce up to twenty (20) bound copies of the DEIR within two (2) weeks of receipt of County comments on the Revised ADEIR. County shall circulate the DEIR to the agencies, organizations and individuals on the County's circulation list. CONTRACTOR shall prepare and file a NOC with the State Office of Planning and Research and a NOA with County Clerk. CONTRACTOR shall also prepare fifteen (15) copies in an electronic file in PDF format on CD-ROM to be transmitted by CONTRACTOR to the State Clearinghouse.

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

- **Responses to Comments on the DEIR.** CONTRACTOR shall submit draft responses to comments on the DEIR within three (3) weeks of receipt of all comments.
- **FEIR.** CONTRACTOR shall submit the FEIR in the form of a single document that includes the FEIR text, Responses to Comments, and a MMRP within two (2) weeks of receipt of all County comments on the draft responses to comments.

### **A. 3 COST ESTIMATE**

CONTRACTOR shall prepare the EIR for the Project, in accordance with CONTRACTOR's scope, for an estimated cost of **\$171,016**. The following table provides a breakdown of the budget by major work item. The cost estimate includes preparation of the NOP, ADEIR, and DEIR, responses to comments on the DEIR, the FEIR, and the MMRP. CONTRACTOR budgeted forty-six (46) hours of staff time to prepare responses to comments on the DEIR. Attendance at a Project kickoff meeting, two (2) additional meetings, and up to four (4) Public Hearings are included in the Cost Estimate budget.

CONTRACTOR's scope and associated costs are fully negotiable to meet the needs of County. Additional work, not included within the scope, shall be completed only upon County's written authorization in accordance with CONTRACTOR's Fee Schedule for Environmental Sciences and Planning Services, dated April 2016, attached to this Agreement as Exhibit B.

Services detailed in Exhibit A – Scope of Services/Payment Provisions of this Agreement shall be provided as noted. Additional services cannot be provided until the additional work is presented to County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR shall be authorized to proceed with the additional services.

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

## Rio Ranch Marketplace Suggested EIR Phased Deliverable Schedule Current as of October 20, 2017

Deliverable	October	November	December	January	February	March	April	May	June
AD EIR									
Phase 1									
Phase 2									
Phase 3									
Screencheck EIR									
Phase 1									
Phase 2									
Phase 3									
Draft EIR									
Final EIR									

Rincon  
County  
KHTA  
Public

Phase 1 sections: Introduction, Project Description, Environmental Setting, Biological Resources, Cultural Resources, Other CEQA-Required Sections, Effects Found Not to be Significant  
Phase 2 sections: Geology/Soils, Hydrology and Water Quality  
Phase 3 sections: Air Quality, Climate Change, Noise, Transportation and Circulation, Alternatives  
Document to be combined into one with executive summary, table of contents, etc. along with Phase 3 screencheck (mid-February)

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey								
Rio Ranch Marketplace Project EIR								
Revised Cost Estimate								
11/1/2017								
Tasks	Cost	Hours	Rincon Labor					
			Principal II	Sr. Prof. II	Prof. III	Tech. Editor	Graphics	Clerical
			\$215	\$145	\$110	\$95	\$85	\$75
1. Kickoff Meeting	\$1,230	8	3	3				2
2. Notice of Preparation	\$515	5		1	2			2
3. Administrative Draft EIR								
3.1 Summary	\$1,100	10		2	6			2
3.2 Project Description	\$2,835	26	1	2	15		8	
3.3 Introduction and Environmental Setting	\$585	5		1	4			
3.4 Environmental Impact Analysis								
Air Quality	\$3,730	32		6	26			
Biological Resources	\$2,990	24	2	4	18			
Climate Change	\$2,560	22		4	18			
Cultural and Paleontological Resources	\$2,560	22		4	18			
Geology/Soils	\$2,410	19	4		11		4	
Hydrology and Water Quality	\$3,665	25	4	17			4	
Noise (HUD DNL Noise Model)	\$1,605	13		5	8			
Transportation and Circulation	\$2,230	22		6			16	
3.5 Other CEQA-Required Discussions	\$585	5		1	4			
3.6 Alternatives (2)	\$2,845	23	2	3	18			
3.7 Effects Found Not to Be Significant	\$1,610	14		2	12			
4. Draft EIR	\$2,730	26	2	4		8	6	6
5. Final EIR								
5.1 Responses to Comments/AFEIR	\$6,670	46	8	22	16			
5.2 Publication of the FEIR	\$590	6		2				4
5.3 Mitigation Monitoring and Reporting Plan	\$585	5		1	4			
6. Meetings (2) and Public Hearings (4)	\$3,030	18	6	12				
7. Findings and Statement of Overriding Considerations	\$1,300	8	2	6				
8. Noticing (NOP, NOC/NOA, NOD)	\$2,050	18		6	8			4
9. Project Management	\$7,370	46	14	28				4
<b>Rincon Labor Total:</b>	<b>\$57,380</b>	<b>448</b>	<b>48</b>	<b>142</b>	<b>188</b>	<b>8</b>	<b>38</b>	<b>24</b>
<b>Other Costs</b>								
<b>Subconsultant</b>								
Keith Higgins (Traffic Impact Evaluation)	\$70,990							
Pacific Crest Engineering Inc. (Geotechnical Investigation)	\$11,960							
<b>Direct Costs</b>								
Cultural Resources Study	\$4,764							
AB 52 Assistance	\$585							
Paleontological Review	\$3,175							
Stormwater Control Plan	\$4,250							
<b>Printing</b>								
ADEIR/DEIR/FEIR (20 printed copies DEIR)	\$3,800							
Miscellaneous Supplies, Mailing, Expenses	\$1,669							
General & Administrative	\$12,443							
<b>Total (Other Costs)</b>	<b>\$113,636</b>							
<b>TOTAL</b>	<b>\$171,016</b>							

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

7.	\$1,300.00	<i>Findings and Statement of Overriding Considerations</i>	_____
8.	\$2,050.00	<i>Noticing (NOP, NOC/NOA, NOD)</i>	_____
9.	\$7,370.00	<i>Project Management</i>	_____
<b>Subconsultants:</b>			_____
	\$70,990.00	<i>Keith Higgins Traffic Engineer (Traffic Impact Evaluation)</i>	_____
	\$11,960.00	<i>Pacific Crest Engineering, Inc. (Geotechnical Investigation)</i>	_____
<b>Direct Costs:</b>			_____
	\$4,764.00	<i>Cultural Resources Study</i>	_____
	\$585.00	<i>AB52 Assistance</i>	_____
	\$3,175.00	<i>Paleontological Review</i>	_____
	\$4,250.00	<i>Stormwater Control Plan</i>	_____
<b>Printing:</b>			_____
	\$3,800.00	<i>ADEIR/DEIR/FEIR</i>	_____
	\$1,669.00	<i>Miscellaneous Supplies, Mailing, Expenses</i>	_____
	\$12,443.00	<i>General &amp; Administrative</i>	_____
<b>Grand Total:</b>			<b>\$171,016</b>

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_  
Brandon Swanson, RMA Planning Services Manager Date

Invoices under this Agreement shall be submitted promptly when work product is complete and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) - Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

### 2. Invoice Detail

Each invoice for work products/deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual work products/deliverables performed and shall be within the “Not to Exceed” budget amount allocated for said work products/deliverables.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

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

### 3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$25,652.40) requires the prior written approval of the RMA Director 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 (5) 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 RMA Director, or in the Director's absence, designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director or designee will ask the Project Applicant to make a decision within five (5) 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 RMA Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

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

### **4. Other Provisions**

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



## EXHIBIT B – FEE SCHEDULE, DATED APRIL 2016

### RINCON CONSULTANTS, INC.

#### Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel*	Rate
Principal II	\$ 215/hour
Principal I	\$ 195/hour
Senior Supervisor II	\$ 175/hour
Supervisor I	\$ 165/hour
Senior Professional II	\$ 145/hour
Senior Professional I	\$ 135/hour
Professional IV	\$ 120/hour
Professional III	\$ 110/hour
Professional II	\$ 95/hour
Professional I	\$ 85/hour
Environmental Technician/Field Aide	\$ 75/hour
Senior GIS Specialist	\$ 115/hour
GIS/CADD Specialist II	\$ 100/hour
GIS/CADD Specialist I	\$ 90/hour
Graphic Designer	\$ 85/hour
Technical Editor	\$ 95/hour
Clerical/Administrative Assistant II	\$ 75/hour
Clerical/Administrative Assistant I	\$ 65/hour

\*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 10% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus the standard IRS rate for mileage over 50 miles per day. For transportation in employee-owned automobiles, the standard IRS rate will be charged. Rental vehicles will be billed at cost plus 10%.

**EXHIBIT B – FEE SCHEDULE, DATED APRIL 2016**

**RINCON CONSULTANTS, INC.**

**Equipment Schedule for Environmental Sciences and Planning Services**

<b>Equipment</b>	<b>Rate</b>	<b>Unit</b>
<b>Environmental Site Assessment</b>		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
<b>Water Resources</b>		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
<b>Natural Resources Field Equipment</b>		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
<b>Multi-Services Field Equipment</b>		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 75	Day