

Attachment B

Amendment No. 2 to
Professional Services Agreement A-16117

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ASCENT ENVIRONMENTAL, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16117 between the County of Monterey, a political subdivision of the State of California (“County”) and Ascent Environmental, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16117 with the County on December 14, 2022 (“Agreement”) to provide assistance with the preparation of an Environmental Impact Report related to the Draft Vacation Rental Ordinances Project through June 30, 2024, for an amount not to exceed \$398,650;

WHEREAS, the Agreement was amended by the Parties on July 19, 2023 (“Amendment No. 1,” including Exhibit A-1 – Scope of Services/Payment Provisions) to expand upon the Scope of Services and increase the Agreement amount from \$398,650 by \$62,200 for a new not to exceed amount of \$460,850 with no change to the term;

WHEREAS, the County has a continued need for services;

WHEREAS, additional time and funding are necessary to allow the CONTRACTOR to continue to provide services;

WHEREAS, the Parties have identified a need to expand the scope of services for completion of the project by updates to Tasks A.10.1 and A.10.2, addition of Task A.10.3, and edits to Task 11 and the Contingency, as further set out in Exhibit A-2, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties wish to further amend the Agreement to increase the Agreement amount of \$460,850 by \$39,865 for a new not to exceed amount of \$500,715 and extend the term six months to December 31, 2024, to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the first sentence of Paragraph 1, “Services to be Provided,” to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-2** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-2**, 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 \$500,715.

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

The term of this Agreement is from December 6, 2022 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits" by adding "Exhibit A-2, Scope of Services/Payment Provisions."

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged by this Amendment No.2 and shall continue in full force and effect.

5. A copy of this Amendment No. 2 shall be attached to the original Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: Tom Spence
30F23000107455 Contracts/Purchasing Officer

Date: 8/24/2023

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

DocuSigned by:
By: Reed Gallogly
5C29050B5BAC433 Deputy County Counsel

Date: 8/24/2023

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454A Auditor/Controller

Date: 8/24/2023

CONTRACTOR*

Ascent Environmental, Inc.
Contractor's Business Name

By: Gary Jakobs
Gary Jakobs (Aug 21, 2023 12:41 PDT)
(Signature of Chair, President or Vice President)

Gary Jakobs, CEO
(Print Name and Title)

Date: 8/21/2023

By: Honey Walters
Honey Walters (Aug 23, 2023 14:48 PDT)
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Honey Walters, Secretary
(Print Name and Title)

Date: 8/21/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

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EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Ascent Environmental, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

TASK 1: ADMINISTRATIVE DRAFT EIR

A.1.1 Introduction/Project Description

CONTRACTOR shall prepare the introduction and further refine the project description chapter of the EIR. The Environmental Impact Report (EIR) shall include:

- A.1.1.1 Discussion of the environmental setting/baseline for the plan implementation.
- A.1.1.2 Summary of applicable environmental regulations, including federal, state, regional and local.
- A.1.1.3 Analysis of the potential impacts of plan implementation.

Mitigation will be recommended to reduce or eliminate project impacts where feasible.

A.1.2 Agricultural Resources (Williamson Act Contracts)

- A.1.2.1 CONTRACTOR shall include the updated compatibility list in the EIR.
- A.1.2.2 CONTRACTOR shall include a brief analysis in the Effects Found Not to be Significant chapter of the EIR.

A.1.3 Air Quality

- A.1.3.1 CONTRACTOR shall complete the air quality section of the California Environmental Quality Act (CEQA) document.
- A.1.3.2 CONTRACTOR shall include in this section a discussion of air quality fundamentals; identification of applicable federal, state, and local regulations, and a description of existing air quality conditions.
- A.1.3.3 CONTRACTOR shall focus the air quality analysis on the potential changes in travel patterns and utility consumption compared to traditional residences.
- A.1.3.4 CONTRACTOR shall analyze travel patterns and utility consumption qualitatively if a quantitative analysis of travel patterns and utility consumption is not feasible.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.4 **Energy**

- A.1.4.1 CONTRACTOR shall complete the energy section of the CEQA document to include a discussion of energy fundamentals; identification of applicable federal, state, and local regulations; a description of existing transportation and utility energy conditions.
- A.1.4.2 CONTRACTOR shall focus the energy analysis on the potential changes in travel patterns and utility consumption compared with traditional residences, including but not limited to, differing occupancy rates, trip lengths, and general travel patterns.
- A.1.4.3 CONTRACTOR shall analyze transportation energy and utility consumption qualitatively if CONTRACTOR determines that a meaningful quantitative analysis of travel patterns and utility consumption is not feasible.

A.1.5 **Greenhouse Gas Emissions (GHG)**

- A.1.5.1 CONTRACTOR shall complete the GHG emissions section of the CEQA document to include a discussion of GHG fundamentals; identification of applicable federal, state, and local regulations; a description of existing GHG conditions.
- A.1.5.2 CONTRACTOR shall focus the energy analysis on the potential changes in travel patterns and utility consumption compared with traditional residences due to a variety of factors, including but not limited to, differing occupancy rates, trip lengths, and general travel patterns.
- A.1.5.3 CONTRACTOR shall analyze GHG emissions qualitatively if CONTRACTOR determines that a meaningful quantitative analysis of travel patterns and utility consumption is not feasible.

A.1.6 **Hydrology and Water Quality (Groundwater Use)**

- A.1.6.1 CONTRACTOR shall address current efforts within the region regarding groundwater management pursuant to the Sustainable Groundwater Management Act (SGMA) based upon the initial study in Phase 1.
- A.1.6.2 CONTRACTOR shall review any available data that may identify the projected amount of water usage for vacation rentals utilizing research and coordination with the County.
- A.1.6.3 CONTRACTOR shall utilize the data to evaluate the potential impacts of implementation of the proposed project with respect to groundwater use and areas within the County that are dependent upon groundwater use.
- A.1.6.4 CONTRACTOR shall analyze groundwater use qualitatively based upon existing data.
- A.1.6.5 CONTRACTOR shall address water supply impacts as part of the Utilities and Service Systems analysis.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.7 Land Use/Planning

- A.1.7.1 CONTRACTOR shall coordinate with the County and utilize the County's existing completed analysis to conduct an updated review of all relevant land use planning documents to prepare a consistency review with the intent that the review will identify any environmental impacts that would result due to a conflict of the proposed regulations with any existing land use plan, policy, and regulations adopted for the purpose of reducing or avoiding environmental impacts.
- A.1.7.2 CONTRACTOR would work with County staff to determine which plans and policies will be reviewed for this analysis.

A.1.8 Noise

- A.1.8.1 CONTRACTOR shall complete the noise and vibration section of the CEQA document to include a discussion of noise fundamentals and descriptors; identification of applicable federal, state, and local regulations, and a description of existing noise and vibration conditions.
- A.1.8.2 CONTRACTOR shall coordinate with the County to determine expected types of on-site noise-generating activity associated with implementation of the proposed project.
- A.1.8.3 CONTRACTOR shall estimate the distance at which noise thresholds would be exceeded within the outdoor activity areas of noise-sensitive receptors using standard attenuation rates.
- A.1.8.4 CONTRACTOR shall prepare mitigation measures that clearly identify timing, responsibility, and performance standards where potentially significant impacts are identified.

A.1.9 Population and Housing

- A.1.9.1 CONTRACTOR shall review best available data to determine the estimated number of existing people or housing that may be displaced as a result of the allowed increase of commercial vacation rentals within the County.
- A.1.9.2 CONTRACTOR shall prepare a qualitative analysis for this section if no available data is found.

A.1.10 Transportation

- A.1.10.1 CONTRACTOR shall prepare the transportation section of the CEQA document pursuant to Senate SB 743, Public Resources Code section 21099 and California Code of Regulations section 15064.3(a). The transportation analysis within the EIR will evaluate impacts using Vehicle Miles Traveled (VMT) and will not include Level of Service (LOS) or delay-based impact analysis.
- A.1.10.2 CONTRACTOR shall evaluate the proposed project for consistency with VMT guidance and thresholds adopted by the County. In the absence of such adopted guidance and thresholds,

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR will work collaboratively with the County to determine the appropriate significance threshold for the purposes of the VMT analysis.

- A.1.10.3 CONTRACTOR shall research and develop trip generation rates and trip lengths associated with vacation rentals based on existing data sources, previously completed transportation analysis of similar land uses, and published studies.
- A.1.10.4 CONTRACTOR shall coordinate with the County and Association of Monterey Bay Area Governments (AMBAG) to determine relevant information and data that could be utilized in developing VMT estimates.
- A.1.10.5 CONTRACTOR shall estimate the effect of the project on VMT and review those estimates with County staff to ensure concurrence.
- A.1.10.6 Should CONTRACTOR determine that existing models or methods are not available to estimate the VMT for the project, the lead agency may analyze the project's VMT qualitatively.
- A.1.10.7 CONTRACTOR shall conduct a qualitative analysis evaluating the impacts to bicycle, pedestrian, and transit facilities, roadway hazards and obstructions, and emergency access resulting from implementation of the proposed project.

A.1.11 Tribal Cultural Resources

CONTRACTOR shall disclose in this section the AB 52 process and identify any potential impacts determined as a result of consultation (if any) with a tribe.

A.1.12 Utilities and Service Systems (Water Use)

- A.1.12.1 CONTRACTOR shall address current efforts within the region regarding groundwater management pursuant to the Sustainable Groundwater Management Act (SGMA).
- A.1.12.2 CONTRACTOR shall review any available data that may identify the projected amount of water usage for vacation rentals, based upon research and coordination with the County.
- A.1.12.3 CONTRACTOR shall evaluate the potential impacts of implementation of the proposed project with respect to groundwater use and areas within the County that are dependent upon groundwater use as well as water supply impacts.

A.1.13 Cumulative Impacts

- A.1.13.1 CONTRACTOR shall evaluate the impacts of cumulative development on the resource issues evaluated in the EIR while working closely with County staff, and coordinate with other agencies as appropriate, to identify reasonably foreseeable related development based on existing land use plans and/or a list of cumulative projects (proposed, approved, and under construction).

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.13.2 CONTRACTOR shall include a description of cumulative effects and determine whether the project contribution is cumulatively considerable.

A.1.14 Alternatives

CONTRACTOR shall work with County staff during preparation of the Administrative Draft EIR, as well as Task 1, to describe a range of reasonable alternatives to the project as required by CEQA.

A.1.15 Growth Inducement

CONTRACTOR shall conduct an analysis using best available data to determine if the project would result in any potential growth inducement impacts pursuant to CEQA Guidelines Section 15126[d].

A.1.16 Significant and Unavoidable Impacts

CONTRACTOR shall summarize any significant and unavoidable environmental effects of the plan and alternatives as evaluated in the EIR.

A.1.17 CEQA Required Sections of EIR

A.1.17.1 CONTRACTOR shall provide the County with a complete EIR containing all CEQA-required sections (A.1.1 through A.1.17) to include:

- Table of Contents
- Executive Summary
- Introduction
- Effects not found to be significant
- Discussion of irreversible commitment of resources
- References
- Individual and agencies consulted

A.1.17.2 CONTRACTOR shall include with the EIR visual aids such as maps and diagrams for a clear presentation to stakeholders, responsible agencies, and the public.

Deliverable:

Administrative Draft EIR	Electronic Submittal (MS Word and PDF versions of each chapter of the Administrative Draft EIR)
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TASK 2 – SCREENCHECK DRAFT EIR

A.2.1 CONTRACTOR shall revise the Administrative Draft EIR based upon one consolidated set of reconciled comments received from the County.

A.2.2 CONTRACTOR shall prepare a Screencheck Draft EIR as well as a draft Notice of Availability (NOA) and Notice of Completion (NOC) for County review.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS***Deliverable:***

Notice of Completion	MS Word and PDF Versions
Notice of Availability	MS Word and PDF Versions
Screencheck Draft EIR	Electronic Submittal (MS Word and PDF versions)

TASK 3 – PUBLIC REVIEW DRAFT EIR

- A.3.1** CONTRACTOR shall revise the Screencheck Draft EIR upon receipt of a consolidated set of reconciled comments.
- A.3.2** CONTRACTOR shall prepare a Draft EIR suitable for public review.
- A.3.3** County shall be responsible for posting the EIR on the County’s website, distributing the EIR, as appropriate, as well as posting the EIR at the County Clerk’s office.
- A.3.4** County shall upload an electronic version of the EIR and NOA to the Office of Planning and Research (OPR), State Clearinghouse office.
- A.3.5** CONTRACTOR shall, at the time of publication, provide the County with a complete electronic record of all references used in the environmental analysis.
- A.3.6** CONTRACTOR shall finalize the NOA and NOC of the Draft EIR for posting in a local publication and with OPR.

Deliverable:

Draft EIR	Electronic Submittal (MS Word and PDF)
Notice of Availability Notice of Completion	Electronic submittal (MS Word and PDF)
Record of References	Electronic (via flash drive/USB)

TASK 4 – ADMINISTRATIVE FINAL EIR

- A.4.1** CONTRACTOR shall review all comments received during the Draft EIR comment period as well as any late comments that require response.
- A.4.2** CONTRACTOR shall include the Draft EIR and a Responses to Comments volume in the Final EIR. Reproduction of a revised Draft EIR is not required.
- A.4.3** CONTRACTOR shall include in the Responses to Comments Volume four (4) major sections consisting of:
- Introduction (includes a matrix of comment letters received and a summary of the environmental issues raised by each letter).
 - Responses to comments (includes individually bracketed and numbered comments with corresponding responses and any master responses).

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

- Revisions to the Draft EIR (includes excerpts of Draft EIR text that require revision)
- Mitigation Monitoring and Reporting Program.

A.4.4 CONTRACTOR shall submit the Administrative Final EIR to the County for review.

Deliverable:

Administrative Final EIR	Electronic Submittal (MS Word and PDF versions of each chapter of the Administrative Draft Final EIR
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TASK 5 – Screencheck Final EIR

CONTRACTOR shall incorporate written comments on the Administrative Draft Final EIR, based on one set of consolidated and reconciled comments from the County, to produce a Screencheck Final EIR to be submitted to the County.

Deliverable:

Screencheck Final EIR	Electronic Submittal (MS Word and PDF versions of each chapter of the Screencheck Final EIR.
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TASK 6 – Final EIR

A.6.1 CONTRACTOR shall revise the Screencheck Final EIR based upon one set of consolidated comments from the County to prepare the Final EIR.

A.6.2 County shall submit electronically either the Final EIR or excerpted formal responses to any agencies that submitted comments on the DRAFT EIR no less than ten (10) days prior to consideration of the EIR for certification by the Board of Supervisors.

A.6.3 County shall arrange for electronic posting of the Final EIR at OPR.

Deliverable:

Final EIR	Electronic Submittal (MS Word and PDF versions of each section of the EIR.
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TASK 7 – NOTICE OF DETERMINATION

A.7.1 CONTRACTOR shall prepare the Notice of Determination (NOD) for the EIR to be submitted electronically for review by the County.

A.7.2 CONTRACTOR shall revise the NOD based on County staff comments.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

- A.7.3** County shall arrange for electronic posting at OPR within five (5) days of EIR certification.
- A.7.4** County shall arrange for posting at the County Clerk and remit required California Department of Fish and Wildlife fees.

Deliverable:

Administrative Draft NOD	Electronic submittal (PDF)
Final NOD	Electronic submittal (PDF)

TASK 8 – FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

- A.8.1** CONTRACTOR shall prepare a draft CEQA Findings of Fact.
- A.8.2** CONTRACTOR shall prepare a Statement of Overriding Considerations (SOC) if significant and unavoidable impacts are found in Task A.8.1.
- A.8.3** CONTRACTOR shall specify which mitigation measures are incorporated into the plan and which measures are not incorporated, and will explain why certain measures, if any, are found to be infeasible.
- A.8.4** If applicable, CONTRACTOR shall identify which of the feasible project alternatives could reduce adverse environmental effects but are not being implemented to include an explanation as to why they would be infeasible in the Findings/SOC.
- A.8.5** CONTRACTOR shall prepare draft and final versions of the Findings/SOC and will submit each electronically to the County to be finalized and approved by County Counsel.

Deliverables:

Draft Findings/SOC	Electronic submittal (MS Word)
Revised Findings/SCO	Electronic submittal (MS Word)

TASK 9 – PROJECT MANAGEMENT AND MEETINGS**A.9.1 Project Management**

CONTRACTOR shall prepare monthly progress reports to include the project schedule, status of technical studies, information needs, and status of the contract.

A.9.2 Meetings/Hearings Related to the EIR

A.9.2.1 CONTRACTOR shall, as needed, attend semi-weekly virtual team meetings/conference calls for coordination/information gathering purposes, review comments received, and discussion of the EIR

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

- process. The Project Manager shall attend all virtual meetings and the Person in Charge (PIC) will attend half of the virtual meetings.
- A.9.2.2 CONTRACTOR shall provide up to 20 hours of additional senior staff time as required to address topics such as traffic analysis, air quality, noise and GHGs.
 - A.9.2.3 Project Manager and PIC staff shall prepare for and attend up to two virtual public hearings for the project where County prepares any presentation materials pertaining to the plan itself.
 - A.9.2.4 CONTRACTOR shall capture and prepare summary notes of public and agency comments.

Deliverables:

Monthly Progress Reports	Submitted electronically with monthly invoices
Meeting Notes	Electronic (MS Word and PDF)

TASK 10 – SOCIAL AND ECONOMIC SECTION

A.10.1 Social and Economic Section

CONTRACTOR shall prepare an additional section to the EIR that describes the social and economic issues associated with vacation rentals and raised by the community with the current ordinances. This will serve to illustrate the origin of many of the provisions of the proposed ordinances. A separate section will be prepared and added to the EIR to discuss these issues. In addition, CONTRACTOR shall prepare a socioeconomic analysis, which will be summarized in this section. This additional analysis will also be used to provide additional analysis in the population and housing section of the EIR.

A.10.2 Economic Analysis of Housing Impacts

CONTRACTOR shall prepare an economic analysis of the effects of vacation rentals on the local housing market over time, and how the proposed ordinances may alter the housing market including housing availability. Based on review of existing data, CONTRACTOR will supplement the data with another source, AirDNA and conduct additional effort to process data at the requisite temporal and geographic scale to conduct the analysis and prepare the final memorandum of results¹.

A10.3 Optional Task

Over the course of the 12-month subscription to AirDNA, CONTRACTOR will prepare up to two additional technical analysis table sets as provided in the final memorandum and provide up to three summarized data updates to the County, as requested by the County.

Deliverable:

Administrative Draft Section	Electronic submittal (MS Word and PDF version of new section submitted with the Screencheck Draft EIR)
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EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Draft Section	Electronic submittal (MS Word and PDF version of the new section of the public Draft EIR)*
Final Economic Analysis Memorandum	Electronic submittal (MS Word and PDF version of economic analysis submitted with the Screencheck Draft EIR)
Optional – 2 Analysis Table Sets and 3 Summarized Data Updates	Electronic submittal (MS Excel and PDF version of table sets and data updates)

**Addition of this social and economic section and socioeconomic analysis does not impact the scope and budget for the Administrative Final EIR, Screencheck Final EIR, and Final EIR.*

TASK 11 – ADDITIONAL ALTERNATIVES ANALYSIS

CONTRACTOR shall include and analyze four (4) additional alternatives identified based on input by County staff. Two of the additional alternatives will disclose possible policy options for the Board of Supervisors to consider.

Deliverable:

Administrative Draft Additional Alternatives Analysis	Electronic submittal (MS Word and PDF version of new section submitted with the Screencheck Draft EIR)
Draft Additional Alternatives Analysis	Electronic submittal (MS Word and PDF version of the new section of the public Draft EIR)*

**Addition of this social and economic section and socioeconomic analysis does not impact the scope and budget for the Administrative Final EIR, Screencheck Final EIR, and Final EIR.*

CONTINGENCY

- CONTRACTOR has included a contingency budget in the cost estimate to cover any additional resource topics or additional analysis identified during the scoping process. The contingency budget also is included to cover additional effort that may be required to respond to public comments, in the event County receives extensive detailed or legal comments. The scope of work and cost estimate are based on the Initial Study released for public review.
- CONTRACTOR shall obtain prior written authorization from the County prior to using the contingency budget.

B. PAYMENT PROVISIONS**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$500,715 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

TASK	Original	Amend #1	Amend #2	TOTAL
Task 1: Administrative Draft EIR	\$184,550	\$0	\$0	\$184,550
Task 2: Screencheck Draft EIR	38,220	0	0	38,220

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

TASK	Original	Amend #1	Amend #2	TOTAL
Task 3: Public Review Draft EIR	19,580	0	0	19,580
Task 4: Administrative Final EIR	37,440	0	0	37,440
Task 5: Screencheck Final EIR	14,650	0	0	14,650
Task 6: Final EIR	10,650	0	0	10,650
Task 7: Notice of Determination	1,430	0	0	1,430
Task 8: Findings of Fact & Statement of Overriding Considerations	12,330	0	0	12,330
Task 9: Project Management, Meetings and Hearings	57,100	9,930	0	67,030
Task 10: Social and Economic Section	0	18,030	7,170	25,200
Task 11: Added Alternatives Analysis	0	14,240	4,750	18,990
Contingency	20,000 ¹	20,000 ¹	27,945	67,945
Reimbursable Expenses (reproduction, mileage/travel & postage)	2,700	0	0	2,700
TOTAL	\$398,650	\$62,200	39,865	\$500,715

¹To expedite the economic analysis, work was authorized to commence and be funded utilizing contingency pursuant to terms and funded amount in the original contract and Amendment 1.

ASSUMPTIONS

- 1. Lump-Sum Price.** The proposal is a lump-sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of progress toward completion occurring in each billing period.
- 2. Price and Staff Allocation to Tasks.** Labor and other direct costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded.
- 3. Billing Rates.** Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.
- 4. Changes to the Description of the Project or Alternatives.** After the description of the project and alternatives are approved by the County for use in the environmental document, it is assumed they will not change over the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed analysis and document preparation would need to be revised or redone.
- 5. Changes in the Scope of Analysis:** The proposed project is based on the potentially significant impacts identified in the Initial Study released to the public for review on September 6, 2022. The proposed price assumes that no new environmental resources areas, technical issues, modeling, or topical areas

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

of research or analysis will be identified through the scoping process or by other affected agencies after contract execution.

6. **References Cited in the Deliverables.** Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the County for project files upon completion of the authorized work.
7. **Reproduction Costs.** Because of the increasing trend to exchange, edit, and post deliverables electronically, reproduction of hard copies of deliverables is not included. This scope of work assumes that reproduction needed would be done by the County, if requested. Ascent can produce hard copies with an amendment to this scope and cost.
8. **Final Environmental Document.** The final environmental document will consist of a Responses to Comments volume with excerpted text changes to the Draft EIR and a Mitigation Monitoring and Reporting Program (MMRP). Modification and/or reproduction of the draft environmental document is not needed.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

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

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

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

The 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.

****THIS SPACE INTENTIONALLY LEFT BLANK****