

# **Attachment 3**

Amendment No. 1 to PSA with  
Harris & Associates, Inc.

\*\*\*THIS PAGE INTENTIONALLY LEFT BLANK\*\*\*

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
HARRIS & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 1** to Professional Services Agreement No. A-16047 between the County of Monterey, a political subdivision of the State of California (“County”) and Harris & Associates, 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-16047 with the County on October 5, 2022 (“Agreement”) to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law (“Project”) through September 30, 2025, for an amount not to exceed \$967,520;

**WHEREAS**, additional time and funding are necessary to prepare the Project’s Program Environmental Impact Report (PEIR) for the County’s 6<sup>th</sup> Cycle Housing Element Update;

**WHEREAS**, the Parties wish to expand the scope of services through additional subtasks under Task 7 – Environmental Analysis (CEQA Documentation);

**WHEREAS**, the Parties wish to remove subtask 7.1 – Housing Element Statutory Exemption and renumber subtask 7.2 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements to 7.13; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term two (2) years to September 30, 2027 and increase the Agreement amount of \$967,520 by \$625,734 for a new not to exceed amount of \$1,593,254.

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

1. Amend Section 2, “PAYMENTS BY COUNTY,” second sentence, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,593,254.

2. Amend the first sentence of Section 3, “TERM OF AGREEMENT,” to read as follows:

The term of this Agreement is from October 5, 2022 to September 30, 2027 unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4, Additional Provisions/Exhibits, to include Exhibit A-1, Scope of Services/Payment Provisions.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**HARRIS & ASSOCIATES, INC.**

By: DocuSigned by: Tom Spenser  
Contracts/Purchasing Officer

By: DocuSigned by: FRANK LOPEZ  
(Chair, President, or Vice President)

Date: 5/15/2024

Frank S. Lopez, Vice President  
Name and Title

By: N/A  
Craig W. Spencer, Director

Date: 4/19/2024

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

By: DocuSigned by: Preston Hatch  
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

**Approved as to Form**

**County Council**  
**Susan K. Blitch, Acting County Council**

Preston Hatch, CFO  
Name and Title

By: DocuSigned by: Kelly L. Donlon  
Kelly Donlon, Assistant County Counsel

Date: 4/19/2024

Date: 4/19/2024

**Approved as to Fiscal Provisions**

By: DocuSigned by: Patricia Ruiz  
E79EF64E57A54E81 Auditor/Controller

Date: 4/19/2024

**Approved as to Liability Provisions**

By: N/A  
David Bolton, Risk Manager

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

County Board of Supervisors' Agreement Number: \_\_\_\_\_ approved on \_\_\_\_\_.

\*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.

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

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Harris & Associates, 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 7.1 – Programmatic Environmental Impact Report (PEIR) Initiation and Kickoff Meeting**

CONTRACTOR shall prepare for and attend a PEIR kickoff meeting (virtual) with County staff.

***Deliverables:***

- *PEIR Kick-off Meeting (virtual).*
- *Agenda and PEIR Schedule.*

**Task 7.2 – Notice of Preparation and Scoping Meeting**

CONTRACTOR shall prepare a NOP for a 30-day public review to obtain input on environmental topics to be addressed in the Draft Program Environmental Impact Report (PEIR).

CONTRACTOR anticipates the project requiring an Environmental Impact Report (EIR), as such an Initial Study will not be prepared.

CONTRACTOR shall reproduce, and in consultation with the County, develop a distribution list and distribute the NOP to responsible and trustee agencies and other special interest groups and individuals.

County shall be responsible for all newspaper notices, direct mailings, and posting to the County’s website.

CONTRACTOR shall review all comments received at the end of the 30-day review period and prepare a report memorandum summarizing the comments, key issues, and alternatives identified.

CONTRACTOR shall review comments with the County and confirm the PEIR scope of work.

CONTRACTOR shall organize and catalog the NOP comments into an appendix to the PEIR.

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

### ***Deliverables:***

- *Distribution List (PDF format).*
- *Administrative Draft of the NOP (digital MS Word format).*
- *Final Draft of the NOP (digital MS Word format).*
- *Summary memorandum of NOP Comments as appendix to PEIR (digital MS Word and PDF formats).*

### **Task 7.3 – Scoping Meeting**

CONTRACTOR shall attend a public scoping meeting during the 30-day NOP review period and record comments. The meeting will be noticed as part of the NOP and is anticipated to be held virtually. CONTRACTOR will work with the County if an in-person meeting is desired.

CONTRACTOR shall prepare a presentation for the public scoping meeting describing the California Environmental Quality Act (CEQA) process and present a preliminary list of environmental topics to be addressed in the Draft PEIR.

CONTRACTOR shall facilitate the virtual, or in-person, public scoping meeting using the presentation and solicit input regarding the environmental topics. An in-person meeting may require additional scoping by CONTRACTOR.

CONTRACTOR shall, during the meeting, transcribe verbal public comments into written notes; compile the list of environmental topics requested for the Draft PEIR, and provide a summary of the comments to the County.

### ***Deliverables:***

- *Attendance at one (1) virtual public scoping meeting.*
- *Prepare materials for and conduct a public scoping meeting.*
- *Summary of comments from the public scoping meeting delivered to the County (digital MS Word and PDF formats).*

### **Task 7.4 – Technical Studies**

#### **7.4.1 – Air Quality Technical Report**

CONTRACTOR shall assess the air quality impacts associated with the changes identified in the 6<sup>th</sup> Cycle Housing Element Update (HEU).

CONTRACTOR shall include modeling data as an appendix to the PEIR. Hot spot modeling data will not be included.

CONTRACTOR shall not include air dispersion modeling for health risk assessment and assumes that health risks will be addressed based on existing General Plan policies and the result of the modeling described detail.

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

CONTRACTOR shall:

Provide a brief overview of the existing air quality in the North Central Coast Air Basin in the vicinity of the Project Sites, including existing pollutant levels at nearby air quality monitoring stations to establish the baseline of air pollutant emissions in the County.

Provide an overview of standards and policies relevant to the criteria pollutant analysis, including the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS).

Estimate construction emissions for proposed land use and zoning changes based on worst-case annual estimate construction scenario, addressing heavy equipment exhaust and fugitive dust. Construction emissions will be estimated using the most current version of the California Emissions Estimator Model (CalEEMod).

Use the most current version of CalEEMod to estimate existing criteria pollutant emissions based on land use information provided by the County and vehicle miles traveled (VMT) information provided by CONTRACTOR.

Use the most current version of CalEEMod to quantify operational emissions from build out of the proposed land use and zoning changes that may result from the HEU. Vehicular emissions will be based solely on traffic information provided by CONTRACTOR, including VMT. It is assumed the traffic information will consider access to alternative transportation options, such as walkability.

Compare future buildout emission estimates to existing conditions (baseline) to estimate the potential net change in emissions. Evaluate the significance of construction emissions and net operation emissions based on the Monterey Bay Air Resources District CEQA Guidelines.

Mitigation measures, if necessary, will consist of program-level best management practices for future projects. Mitigation measures will be quantified to the extent available using the most current version of CalEEMod model.

Prepare the draft air quality technical analysis and submit to the County for review and prepare one (1) set of revisions within the limits of an eight-hour professional staff budget.

***Deliverables:***

- *Administrative draft of air quality analysis (digital MS Word format).*
- *Final draft of air quality analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

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

### 7.4.2 – Biological Resources Technical Report (BRTR)

CONTRACTOR shall prepare a BRTR. Tasks are as follows:

CONTRACTOR shall review County information and accessible reports for the Project. Data reviewed will include databases such as Geographic Information Source (GIS), California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB), US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species records, the California Native Plant Society's Electronic Inventory (CNPSEI), and the USFWS National Wetland Inventory. In addition, US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey data and historic aerial maps will be reviewed.

Following desktop review, CONTRACTOR shall prepare a programmatic BRTR. The BRTR will detail the methods and results of the habitat assessment, document applicable regulations, summarize the existing biological conditions of the County, and provide a programmatic approach that includes a mitigation framework for sensitive species and habitats.

The BRTR will provide a programmatic-level assessment of the vegetation communities/habitats in the County and provide a large-picture view of potential impacts to any sensitive habitats.

The BRTR will provide recommendations for mitigation for potential sensitive habitat (and species) impacts, if appropriate.

The BRTR will include figures and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in digital/GIS format.

The BRTR will comply with any necessary local, state, and federal guidelines for the purposes of supporting the CEQA analysis and mitigation framework from a programmatic standpoint.

CONTRACTOR assumes only one (1) round of revisions will be needed to finalize the BRTR based on comments from the County. Additional revisions may require a budget increase to cover additional review(s), subject to County approval.

#### **Assumptions:**

- CONTRACTOR assumes that the County will provide any documentation or data required to compile the programmatic BRTR in a timely manner.
- An in-field assessment of potential resources in the County (biological reconnaissance) is not necessary. If biological reconnaissance surveys are deemed necessary, CONTRACTOR shall request prior County

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

approval for additional task(s) and prior authorization to use the contingency budget.

### ***Deliverable:***

- *Administrative Draft summary analysis of the programmatic BRTR (digital MS Word format).*
- *Final Draft summary analysis of the programmatic BRTR (digital MS Word and PDF formats).*
- *Programmatic BRTR as appendix to the PEIR (PDF format).*

### 7.4.3 – Cultural and Tribal Cultural Resources Technical Report

CONTRACTOR shall prepare a cultural, tribal, and historical resources analysis to include the following tasks:

Conduct a records search at the Northwest Information Center to identify any previously recorded sites or previous studies conducted within the project area. The records search will include a review of all maps and files housed at Northwest Information Center related to the project area. During the records search, CONTRACTOR will determine if any previously recorded cultural resources identified within the project area are listed in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR).

Request a search of the Sacred Lands File be conducted by the California Native American Heritage Commission (NAHC) to identify any areas of Native American heritage significance.

The consultation notification letter must be sent by the County; therefore, CONTRACTOR will assist the County in preparation for formal government-to-government consultation (AB 52 and SB 18). Anticipated Hours: 3

Develop the Cultural Resources Technical Report (CRTR). The Regulatory Setting section will address all relevant local, state, and national regulations and guidelines for cultural resources.

The Historical Resources section will identify known CEQA historical resources, as identified in the records search, prior County surveys, and lists of historical resources maintained by the County. This section will provide a summary of the types of historical resources based on a review of Northwest Information Center and County records.

A map illustrating known historical resources (architectural only) and an archaeological sensitivity map (archaeological only) will be included.

The Impacts and Mitigation section will define the significance thresholds for adverse impacts under CEQA to cultural resources within the County. Specific project impacts will not be addressed, only broad potential for impacts on types of resources and/or types of projects. Mitigation Measures will be identified to

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

reduce impacts as applicable and will include those adopted by the County regarding cultural resources. Recommendations will include policies that would foster the preservation of known resources.

### ***Deliverables:***

- *Draft and Final Area of Potential Effect (APE) map (PDF and/or GIS).*
- *Administrative Draft summary analysis of Cultural Resources Technical Report (CRTR) including Confidential Appendices (digital MS Word format).*
- *Final Draft summary analysis of CRTR including Confidential Appendices (digital MS Word and PDF formats).*
- *CRTR as appendix to the PEIR (PDF format).*

### **Task 7.5 – Greenhouse Gas (GHG) Emissions Technical Memorandum**

CONTRACTOR shall prepare a GHG Emissions analysis to assess the GHG impacts associated with the proposed changes identified in the HEU. The analysis will provide technical background information in support of the GHG impacts analysis as an appendix to the PEIR. Tasks include the following:

Provide a description of the most common GHG constituents and summarize applicable legislation that pertains to GHG emissions, such as Assembly Bill 1279 and Senate Bill 32.

Conduct an inventory of GHGs for construction of the project that will focus on the three types of GHG emissions anticipated to be generated by the project including carbon dioxide, methane, and nitrous oxide.

Use the most current version of CalEEMod to estimate existing and buildout GHG emissions from land use operation.

Evaluate the project's significance based on the County of Monterey Community Climate Action and Adaptation Plan efforts and the California Air Resources Board's 2022 Scoping Plan. If necessary, recommend program-level mitigation measures to reduce potential impacts.

Prepare the draft GHG technical analysis and submit for review; prepare one (1) set of revisions. Anticipated Hours: 8

### ***Deliverable:***

- *Administrative Draft of GHG emissions analysis (digital MS Word format).*
- *Final Draft of GHG emissions analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

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

### **Task 7.6 – Noise Technical Memorandum**

CONTRACTOR shall prepare a noise technical analysis to assess the noise impacts associated with the changes identified in the HEU. Tasks include the following:

Provide a brief description of the contributors to the existing local noise environment, including transportation and operational sources, based on the existing County planning documents, such as the existing General Plan.

Provide an overview of relevant standards and policies in the County’s planning documents, specifically the land use compatibility table in the General Plan Safety Element. Identify a threshold of significance for changes in ambient noise level based on County noise compatibility standards.

Compare existing and future roadway noise levels for up to ten roadway segments using standard equations adopted from the Federal Highway Administration Highway Noise Prediction Model (RD 77 108).

Review changes to the proposed Land Use Map to identify potential incompatibilities from operational noise.

Recommend program-level mitigation measures to reduce potential impacts, if necessary.

Prepare the draft noise technical analysis and submit for review by the County and prepare one (1) set of revisions.

#### ***Deliverable:***

- *Administrative Draft of noise analysis (digital MS Word and PDF formats).*
- *Final Draft of noise analysis (digital MS Word and PDF).*
- *Supporting data as appendix to the PEIR (PDF format).*

### **Task 7.7 – Transportation Impact Analysis**

CONTRACTOR shall conduct the Transportation Impact Analysis and will include the following tasks:

#### **Task 7.7.1 – Project Management and Meetings**

CONTRACTOR assumes that project management and coordination activities will last throughout the duration of the targeted Monterey County Housing Element Update.

A virtual Transportation Impact Analysis kick-off meeting to discuss/refine the scope and identify data needs including traffic counts. Up to ten project meetings (virtual) are included in addition to the kick-off meeting and include one (1) Planning Commission meeting and one (1) Board of Supervisors’ meeting.

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

### ***Deliverables:***

- *One (1) virtual Transportation Impact Analysis kick-off meeting.*
- *Up to ten (10) virtual project meetings, inclusive of one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting.*

### Task 7.7.2 – Transportation Overview

**Planning Level Safety Assessment and Documentation:** CONTRACTOR shall perform a planning level safety assessment of major roadways utilizing the AMBAG model. CONTRACTOR will review model volumes with and without the proposed Housing Element Update and determine the Housing Element Update potentially substantial increase in hazards on the roadway network.

**Multimodal Analysis and Documentation:** CONTRACTOR will review existing and proposed County bicycle and pedestrian facilities. CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update and the available bicycle and pedestrian facilities within the area.

**Transit Analysis and Documentation:** CONTRACTOR will review existing and proposed transit facilities identified by Monterey-Salinas Transit (MST). CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update.

### ***Deliverables:***

- *Safety assessment of the roadway network.*
- *Multimodal facilities assessment.*
- *Transit facilities assessment.*
- *Administrative Draft of Transportation Overview Analysis (digital MS Word format).*
- *Final Draft of Transportation Overview Analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

### 7.7.3 – Vehicle Miles Travelled (VMT) Analysis

CONTRACTOR will prepare a SB 743-compliant analysis for the County HEU. The following major activities would be included:

- Using the latest AMBAG model, update Countywide land use assumption for Housing Element Update.
- Preparing analysis by land use type for each Traffic Analysis Zone (TAZ) included in the County.
- Conduct model runs for project scenarios including select zone analysis as required.
- Evaluate resultant VMT by land use type (in the aggregate) against current adopted thresholds.
- Identify a framework of Transportation Demand Measures (TDM) or infrastructure improvements to mitigate VMT impacts.

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

- Prepare documentation for inclusion in the Environmental Impact Report (EIR)

### ***SB 743 Analysis:***

CONTRACTOR will prepare VMT analysis for the HEU including Existing Year conditions and Year 2031. This analysis will be in accordance with the County's SB 743 Implementation guidelines. The resultant analysis will be evaluated against County's currently adopted thresholds to make a significant impact determination. Scenarios for the VMT analysis will include:

- Existing Year conditions,
- Existing plus Housing Element Update
- Year 2031 No Housing Element Update, and
- 2031 Plus Housing Element Update.

Given the expansive nature of the Housing Element, the VMT will be presented as a Countywide metric.

### ***VMT Mitigation:***

CONTRACTOR shall establish a framework for TDM within the HEU as well as suggest other VMT mitigation approaches including infrastructure as appropriate.

CONTRACTOR may require additional hours to those provided in the budget if a more extensive approach is necessary, subject to prior County approval.

### ***Deliverables:***

- *A table detailing VMT per major land use category.*
- *Maps and graphics illustrating VMT analysis results.*
- *Framework for TDM with descriptions and qualitative assessment of mitigation and infrastructure recommendations and qualitative assessment of mitigation.*

### ***VMT Analysis Documentation:***

CONTRACTOR will document the methods and results of the VMT analyses in a brief technical memorandum format with graphics as deemed appropriate.

CONTRACTOR will prepare and submit an electronic (PDF) copy of the memorandum to the County.

CONTRACTOR will address and respond to one (1) set of non-conflicting comments from the County and submit an electronic final copy of the memorandum to the County to be incorporated into the EIR.

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

### ***Deliverables:***

- *Administrative Draft of VMT Analysis Technical Memorandum (digital MS Word format).*
- *Final Draft of VMT Analysis Technical Memorandum (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format). Draft and final VMT Analysis Memorandum (digital).*

### **Task 7.8 - Draft PEIR**

#### **Task 7.8.1 – First Screencheck Draft PEIR**

CONTRACTOR shall prepare the First Screencheck Draft PEIR, and applicable appendices, to address all required environmental topics and analyses in full compliance with CEQA (PRC Section 21000 et seq.) and the CEQA Guidelines (CCR Section 15000 et seq.).

CONTRACTOR's Draft PEIR shall comply with the CEQA Guidelines and generally follow the format described below:

**Executive Summary:** The Executive Summary will contain elements required in CEQA Guidelines, Section 15123, and will include a brief description of the project, the environmental setting, and the alternatives evaluated in the PEIR. It will also include a discussion of areas of controversy and issues to be resolved. Significant effects and mitigation will be described in a table listing the issue, impacts identified in the PEIR, the significance of impacts before mitigation, mitigation recommended in the PEIR, and the significance of impacts after mitigation.

**Introduction:** The Introduction chapter will describe the purpose, scope, and legislative authority of the EIR and pertinent environmental rules and regulations. The Introduction will describe the process, structure, required contents, and their relationship to other potential responsible or trustee agencies.

**Environmental Setting:** The Environmental Setting will be prepared as described in CEQA Guidelines, Section 15125, and will briefly describe physical conditions as they exist in the project vicinity with emphasis on conditions important to the analysis of impacts. Compliance or inconsistency with applicable adopted local or regional plans will be briefly discussed.

**Project Description:** A project description will be prepared in accordance with CEQA Guidelines, Section 15124, describing the basic characteristics of the project, including site location and boundaries, background information, project objectives, technical and environmental characteristics, project size, phasing information, and construction methods.

**Environmental Analysis:** The analyses will be based on the technical studies listed under Task 3 and additional analyses determined necessary to adequately address the issue and provide a legally defensible document. The supporting

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

technical studies and pertinent data will be included as appendices to the PEIR or summarized and incorporated by reference, as provided in the CEQA Guidelines. It is anticipated that the Draft PEIR will address the following environmental topics in detail:

- Aesthetics
- Agriculture and Forestry Services
- Air Quality
- Biological Resources
- Cultural Resources
- GHG Emissions
- Land Use and Planning
- Noise
- Public Services
- Transportation
- Tribal Cultural Resources (requires AB 52 consultation)
- Utilities and Service Systems
- Wildfire

The analysis for each topic will include (1) Existing Conditions, a description of the existing conditions of the site specific to the resource topic, upon which potential environmental changes or impacts can be based; (2) Regulatory Framework, a description of applicable federal, state, regional and local laws, regulations, plans, and policies; and (3) Project Impact Analysis and Mitigation Measures, based on the established significance thresholds. As required by Section 15126.2(a) of the CEQA Guidelines, direct, indirect, short-term, extended term, on-site, and/or off-site impacts will be addressed, as appropriate, for the environmental issue being analyzed. Note that other topics from the CEQA Guidelines Appendix G (i.e., Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation) are anticipated to be addressed in the Effects Found Not to be Significant section.

The Mitigation Measures subsection will list the mitigation measures that could reduce the severity of impacts identified in the Impacts subsection. The PEIR will provide an evaluation of feasible mitigation measures, which could be carried out to reduce or eliminate adverse impacts of the proposed project. CEQA Guidelines, Section 15126.4, requires an EIR to “describe feasible measures which could minimize significant adverse impacts.” The CEQA Guidelines, Section 15364, defines feasibility as capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological considerations. Furthermore, the mitigation measures will be designed to streamline future development project environmental review under CEQA by creating performance standard mitigation measures.

In addition, the References subsection will provide a bibliography of reference materials used in preparing the particular topical section of the PEIR.

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

**Cumulative Impacts:** The Cumulative Impacts analysis will address each of the environmental topic subsections addressed in the Environmental Analysis chapter. The cumulative impact analysis will be included under a separate heading for each environmental topic discussion in the Environmental Analysis chapter. For each topic subsection, four questions will be addressed in the analysis:

- What is the geographic context of the analysis?
- Does a significant cumulative impact exist?
- If so, what is the project’s contribution before implementation of project-level mitigation measures?
- What is the project’s contribution after implementation of project-level mitigation measures?

**Other CEQA Considerations:** This section will discuss the proposed project and the potential for the development of the project to foster economic or population growth or the construction of additional housing in the surrounding environment. Included will be a discussion of the potential for the project to contribute to growth of undeveloped areas through the extension or construction of new infrastructure facilities. Consistent with CEQA Guidelines, Section 15126.2, the discussion will not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment.

This section also will include a subsection on Effects Found Not to be Significant (anticipated to include Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation), consisting of a brief explanation of CEQA Guidelines Appendix G Environmental Checklist Form items without a potential to be significant for this project. This chapter also will include subsections discussing significant and unavoidable environmental impacts and significant irreversible environmental effects.

**Alternatives Analysis:** CONTRACTOR will work closely with the County to identify a range of potential project alternatives that would avoid or reduce one or more of the significant effects expected to result from the proposed project, while meeting most or all of the project objectives. CONTRACTOR will evaluate up to three project alternatives, including the No Project Alternative required by CEQA. Two other alternatives will be developed in consultation with County staff in light of the environmental impacts associated with the project. Any general mapping graphic materials necessary to describe the project alternatives shall be prepared by CONTRACTOR, in consultation with County staff. In addition, as required by the CEQA Guidelines, the environmentally superior alternative will be identified. If this is the No Project Alternative, the next environmentally superior alternative will be identified. A comparison of alternatives to the project will be provided in a matrix format for each of the environmental topics, depicting whether the alternative would result in less, more, or the same impact as the project.

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

### ***Deliverable:***

First Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).

### **Task 7.8.2 – Second Screencheck Draft PEIR**

CONTRACTOR shall address one (1) set of compiled comments received from the County on the First Screencheck Draft PEIR and prepare a Second Screencheck Draft PEIR, including the appendices, and a track-changes version with all edits shown in tracking mode (strikeout/underline).

### ***Deliverable:***

*Second Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).*

### **Task 7.9 – Public Review Draft PEIR**

CONTRACTOR shall finalize the Draft PEIR and appendices upon the County's determination that the Draft PEIR is ready for public release.

CONTRACTOR shall prepare the required hard copies and electronic copies, including a web-ready electronic version.

CONTRACTOR and the County shall coordinate efforts to prepare an appropriate mailing list.

CONTRACTOR shall be responsible for preparation, distribution, and filing of all public notices associated with the Draft PEIR, as well as distribution to a mailing list of the Draft PEIR for a 45-day public review period.

CONTRACTOR shall submit the public Review Draft PEIR and appendices in PDF and MS Word format.

CONTRACTOR shall provide all required notices in association with the release of the Draft PEIR, the Notice of Availability, Notice of Completion, and the Office of Planning and Research Summary Form for submittal to the State Clearinghouse.

### ***Deliverables:***

- *Public Review Draft PEIR, including technical appendices (digital MS Word and PDF formats); three hard copies with PDF only for the technical appendices.*
- *Notice of Availability, Notice of Completion, OPR Summary Form*

### **Task 7.10 – FINAL PEIR**

#### **Response to Comments and Text Revisions**

CONTRACTOR, following receipt of all comments on the Draft PEIR, shall prepare written responses to all comments that address the adequacy of the

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

Draft PEIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the County. CONTRACTOR has budgeted for approximately 75 individual comments.

CONTRACTOR shall create a Response to Comments section for the Final PEIR that will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters, and written responses to all comments.

CONTRACTOR will review all EIR revisions to ensure that recirculation is not required. The response to comments and any changes made to the Draft PEIR in response to the comments will be submitted to County staff for review in PDF and MS Word format.

- CONTRACTOR will include a Mitigation Monitoring and Reporting Program (MMRP) in the Final PEIR, pursuant to Section 21081.6 of the Public Resources Code.
- CONTRACTOR will make one (1) round of edits to the draft response to comments.
- CONTRACTOR will ensure that the Final PEIR is distributed to commenters on the Draft PEIR at least ten days prior to certifying the EIR (CEQA Guidelines Section 15088).

### ***Deliverables:***

- *Administrative Draft of Final PEIR (digital MS Word and PDF formats).*
- *Administrative Draft MMRP (digital MS Word and PDF formats).*
- *Final Draft of Final PEIR (digital MS Word and PDF formats).*
- *Final Draft of MMRP (digital MS Word and PDF formats).*

### **Task 7.11 – Certification Documents**

CONTRACTOR shall prepare and submit for County staff review draft CEQA Findings and a draft Statement of Overriding Considerations, if necessary, consistent with the requirements of CEQA Guidelines, Sections 15091 and 15093.

CONTRACTOR shall prepare CEQA Findings for each significant impact identified, accompanied by an explanation of the rationale for each finding.

CONTRACTOR, in coordination with the County, will prepare a Statement of Overriding Considerations for the identified significant and unavoidable impacts that explains why the project's overall benefits outweigh the project's significant and unavoidable impacts.

CONTRACTOR will submit the Draft Findings and Statement of Overriding Considerations to the County in PDF and MS Word formats.

CONTRACTOR will prepare a Notice of Determination (NOD) within five working days of PEIR certification.

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

CONTRACTOR will file the NOD with the Office of Planning and Research and assume that the County will file the required California Department of Fish and Wildlife filing fees with the County Clerk (the fee to file an EIR in 2024 was \$4,101.25) and are not included in CONTRACTOR's budget.

### ***Deliverables:***

- *Administrative Draft CEQA findings and Statement of Overriding Considerations (digital MS Word format)*
- *Final Draft CEQA Findings and Statement of Overriding Considerations (digital MS Word and PDF formats).*
- *Notice of Determination preparation.*
- *Notice of Determination filing with Office of Planning and Research (CDFW fee is excluded).*

### **Task 7.12 – CEQA Document Project Coordination, Meetings, and QUALITY CONTROL**

CONTRACTOR shall conduct project managements tasks, including organizing the project in terms of technical scope of work, budget, scheduling; overseeing its implementation; internal coordination, organizing and overseeing report preparation and QA/QC procedures; and leading regular conference calls.

CONTRACTOR shall immediately identify any out-of-scope tasks and discuss the need for additional tasks, any related cost increase, and the ability of the project contingency fund to cover the additional cost. No out-of-scope work shall be initiated without prior approval from the County.

CONTRACTOR bases the project management tasks on an estimated duration of 11 months.

CONTRACTOR shall participate in up to ten coordination calls with County staff, and, if needed, technical support staff.

CONTRACTOR shall prepare and present at two public hearings summarizing the findings from the Draft PEIR and any major changes made in the Final PEIR and will answer any questions related to the PEIR and its process.

CONTRACTOR shall ensure all project deliverables are thoroughly reviewed before submittal to the County. Suggested revisions will be implemented to ensure the documents are legally defensible and CEQA compliant.

CONTRACTOR shall ensure draft and final documents receive in-house technical edit.

### ***Deliverables:***

- *Participate in up to ten (10) coordination calls.*
- *Prepare, present, and participate in up to two (2) public hearings.*

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

Task 7.2 is renumbered to Task 7.13 – Mitigated Negative Declaration (MND)  
for the Safety and Environmental Justice Elements

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$1,457,106 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	Budget
<b>CEQA Document</b>	
Task 1. Data Collection and Project Description Development	\$3,050
Task 2. Prepare Initial Study and Notice of Preparation	
Task 2.1. Prepare Initial Study and Notice of Preparation	\$19,975
Task 2.2. Scoping Meeting	\$4,120
Task 3. Technical Studies	
Task 3.1. Air Quality Technical Report	\$12,380
Task 3.2. Bio Resources Technical Report	\$21,610
Task 3.3 Cultural Resources Technical Report	\$15,810
Task 3.4. Greenhouse Gas Emissions Technical Memorandum	\$12,145
Task 3.5. Noise Technical Memorandum	\$11,740
Task 3.6. Transportation Impact Analysis	\$152,454
Task 4. Draft EIR	
Task 4.1. First Screencheck Draft PEIR	\$58,140
Task 4.2. Second Screencheck Draft PEIR	\$18,280
Task 4.3. Public Review Draft PEIR	\$10,900
Task 5. Final PEIR	
Task 5.1. Response to Comments	\$16,660
Task 5.3. Findings and Statement of Overriding Considerations	\$12,640
Task 6. CEQA Project Coordination, Meetings, Quality Control, and Reimbursable Expenses	\$38,084
<b>CEQA Document Total</b>	<b>\$407,989</b>
Contingency Fee	\$81,598
<b>Grand Total with Contingency</b>	<b>\$489,586</b>

CONTRACTOR warrants that the costs 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.

#### CONTINGENCY FUNDS

- CONTRACTOR has included in the project’s budget a 20 percent contingency to the overall cost of services to address unanticipated project tasks.
- CONTRACTOR shall obtain express written or email authorization from the County prior to proceeding with any additional tasks.

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

### SCHEDULE

PEIR with final documents	10 months from determination of final HEU sites and receipt of all requested data needs (not including hearings for recommendations and adoption).
Final Sites Determination	June 30, 2024
Transportation Analysis	Upon final HEU sites
Air Quality, GHG, Noise Technical Studies, and PEIR	Upon completion of Transportation Analysis

### 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@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov).

County of Monterey  
Housing and Community Development (HCD) – Finance  
1441 Schilling Place, 2<sup>nd</sup> 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@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov).

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.

The County 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.

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.