

Attachment 3

Professional Services Agreement A-13636
with Denise Duffy & Associates, Inc.

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Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13636; Amendment No.: 2 and Agreement No.: A-13654; Amendment No.: 2
a. Approve Amendment No. 2 to Professional Services Agreement No. A-13636 with Denise Duffy & Associates, Inc. to prepare the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and
b. Approve Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654) with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and
c. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 2 to Professional Services Agreement No. A-13636, Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654), and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts.

PASSED AND ADOPTED on this 22nd day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 22, 2021.

Dated: June 30, 2021

File ID: A 21-318

Agenda Item No.: 91

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & 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-13636 with County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term for two additional years, through June 30, 2021 and to update the indemnification provision and auto insurance requirements;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately two additional years to June 30, 2023 and to increase the base budget amount by \$21,794 for a total amount not to exceed \$183,098.75 (\$162,059 base budget and \$21,039.75 project contingency) to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2;

WHEREAS, the County is concurrently herewith processing an amendment to the Funding Agreement with the Project Applicant to provide funding for the services under this Amendment No. 2.

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

1. Amend Section 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement as amended shall not exceed the sum of \$183,098.75.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1, Scope of Services/Payment Provisions”.
4. Amend County information in Section 14.0 “Notices” to read as follows:

FOR COUNTY:

Shandy Carroll, Management Analyst III

County of Monterey, Housing and Community Development

Phone: (831) 784-5643

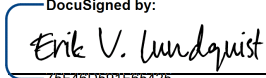
Email: 194-HCD-Contracts@co.monterey.ca.us

5. In all places within the Agreement, any reference to County’s email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.
6. All references to the Resource Management Agency (RMA) in the Agreement or Amendment No. 1 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.
7. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
8. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

CONTRACTOR*

By: 
DocuSigned by:
 Erik V. Lundquist 75F46D591F65426... ds EV
~~Mike Novo, AICP~~
~~Interim Director of~~ ds EV
 Housing and Community Development

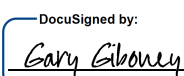
Date: 7/7/2021

Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: 
DocuSigned by:
 Kristi A. Markey C21D52A9D63041C...
 Deputy County Counsel

Date: 6/5/2021

Approved as to Fiscal Provisions

By: 
DocuSigned by:
 Gary Giboney D3834BFEC1D8449...
 Auditor/Controller

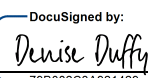
Date: 6/5/2021

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager

By: _____
 Leslie J. Girard
 County Counsel-Risk Manager


Date: _____

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

By: 
DocuSigned by:
 Denise Duffy 79B882C3A921429...
 (Signature of Chair, President or Vice President)

Its: Denise Duffy, President
 (Print Name and Title)

Date: 6/4/2021

By: 
DocuSigned by:
 Denise Duffy 79B882C3A921429...
 (Signature of Secretary, Asst. Secretary, CFO,
 Treasurer or Asst. Treasurer)

Its: Denise Duffy, Secretary
 (Print Name and Title)

Date: 6/4/2021

*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 SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Denise Duffy & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, to complete an Environmental Impact Report (“EIR”) (“services”) for the LaTourette Subdivision Project (“Project”) to satisfy the requirements of the California Environmental Quality Act (CEQA) as set forth below:

Based on unexpected delays, an additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 2 to the Agreement incorporates additional staff time required for completion of the tasks outlined in the attached Cost Estimate dated April 9, 2021.

Assumptions: This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement.

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

County shall pay an increased amount not to exceed \$21,794.00 (for base budget) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended, for a total amount not to exceed \$183,098.75 (\$162,059.00 base budget and \$21,039.75 project contingency). CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement as amended shall be submitted monthly and promptly, and in accordance with Section 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Project name 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

Except as amended by Amendment No. 1 and Amendment No. 2, all other payment provisions of the Agreement remain in full force and effect.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

DD&A, Inc. Cost Estimate
for County of Monterey
LaTourette Subdivision Administrative Draft EIR Project
April 9, 2021

Task		Principal	Sr. Project Manager, Regulatory Specialist	Sr. Planner/Scientist	Assistant Project Manager	Asst Planner	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Subtask	Cost Per Task
1	2nd Admin Draft EIR	2	8	4	32	24	4		74		9,402.00
2	Draft EIR	2	6	2	12	8	2		32		4,430.00
3	Meetings	6	6		8				20		3,546.00
4	Project Management and Coordination	4	10		6			4	24		3,870.00
	Total Hours	14	30	6	58	32	6	4	150		
	Hourly Rate	\$233.00	\$194.00	\$155.00	\$123.00	\$100.00	\$107.00	\$65.00			
	Total Labor	\$ 3,262	\$ 5,820	\$ 930	\$ 7,134	\$ 3,200	\$ 642	\$ 260			\$ 21,248
Subconsultants											\$ -
None										\$ -	
Expenses											\$ 475
Printing/Copies										\$ 200	
Mileage (at current IRS mileage rate)										\$ 125	
Miscellaneous (phone, fax, cellular, postage, courier etc)										\$ 150	
Subtotal											\$ 475
Administration Fee											\$ 71
Total Budget											\$ 21,794

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**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 4 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & 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-13636 with the County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, the Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term for two (2) additional years, through June 30, 2021, and to update the indemnification provision and auto insurance requirements;

WHEREAS, the Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2”) to extend the term for two (2) additional years to June 30, 2023 and increase the base budget by \$21,794 for a new not to exceed amount of \$183,098.75;

WHEREAS, the Agreement was amended by the Parties on April 13, 2023 (“Amendment No. 3”) to extend the term one (1) additional year with no increase to the Agreement amount of \$183,098.75;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to June 30, 2026, with no increase to the not to exceed amount of \$183,098.75 and no change to the Scope of Services.

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

1. Amend the first sentence of Section 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.
3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
4. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the County and CONTRACTOR have executed this Amendment No. 4 as of the day and year written below.

COUNTY OF MONTEREY

By: N/A

Contracts/Purchasing Officer

Date: Craig Spencer

DocuSigned by:

9A435825BB244EC...

By: 5/1/2024

Craig W. Spencer, Acting Director

Date: _____

Approved as to Form

County Counsel

Susan K. Blich, Acting County Counsel

By: [Signature]

DocuSigned by:

Rec'd Gallegos, Deputy County Counsel

Date: 4/22/2024

Approved as to Fiscal Provisions

By: Patricia Ruiz

DocuSigned by:

051040167FE... Auditor/Controller

Date: 4/24/2024

Approved as to Liability Provisions

By: N/A

David Bolton, Risk Manager

Date: _____

CONTRACTOR NAME

By: [Signature]

DocuSigned by:

(Chair, President, or Vice President)

Denise Duffy, President

Name and Title

Date: 4/15/2024

By: [Signature]

DocuSigned by:

(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary

Name and Title

Date: 4/15/2024

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.

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

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13636 with County on July 25, 2017 (hereinafter, "Agreement") to provide an Environmental Impact Report (hereinafter, "EIR") for the LaTourette Subdivision Project (hereinafter, "Project") through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, the EIR for the Project has not been completed; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for approximately two (2) additional years to June 30, 2021 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

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

The term of this Agreement is from June 27, 2017 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 8.02, "Indemnification for Design Professional Services Claims", of Section 8, "Indemnification", to read as follows:

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 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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement

agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

3. Amend the "Business automobile liability insurance" paragraph under Paragraph 9.03, "Insurance Coverage Requirements", of Section 9.0, "Insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including 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.

4. The "Schedule" referenced in Exhibit A – Scope of Services/Payment Provisions, of the Agreement is hereby amended to extend through June 30, 2021, to conform to the amended term of the Agreement.
5. Amend the "Invoice" language at the bottom of Paragraph 1, "Invoice Coversheet", in Section B, "Payment Provisions", of Exhibit A – Scope of Services/Payment Provisions, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

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

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

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

CONTRACTOR*

By: 
Interim Chief of Planning Services

Date: 8.9.19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: 
Brian P. Briggs
Deputy County Counsel

Date: 8-6-19

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 8/7/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

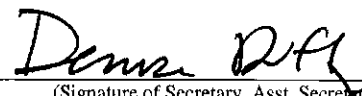
*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC),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

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

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

Its: Denise Duffy, President
(Print Name and Title)

Date: 8/9/19

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

Its: Denise Duffy, Secretary
(Print Name and Title)

Date: 8/9/19

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & 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-13636 with the County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, the Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term for two additional years, through June 30, 2021 and to update the indemnification provision and auto insurance requirements;

WHEREAS, the Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2”) to extend the term for two additional years to June 30, 2023 and increase the base budget by \$21,794 for a new not to exceed amount of \$183,098.75;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one additional year to June 30, 2024.

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

1. Amend the first sentence of Section 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

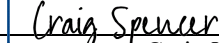
2. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:


DocuSigned by:

 188DB67A496B430
 Craig W. Spencer
 Working out of class as Director of
 Housing and Community Development

Date:

4/13/2023

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

By:


DocuSigned by:

 2EDC94A01B26445
 Sean M. Collins
 Deputy County Counsel

Date:

4/4/2023

Approved as to Fiscal Provisions

By:

DocuSigned by:

 2617DD077D65496...
 Auditor/Controller

Date:

4/4/2023

**Approved as to Indemnity and Insurance Provisions
 Office of the County Counsel-Risk Manager**

By:

N/A

Danielle P. Mancuso, Risk Manager

Date:

*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.

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

By:

DocuSigned by:

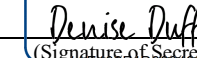
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 (Signature of Officer, President or Vice President)

Denise Duffy, President
 (Print Name and Title)

Date:

4/4/2023

By:

DocuSigned by:

 1AE402F4D333490...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary
 (Print Name and Title)

Date:

4/4/2023



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13636; A-13654

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved the Professional Services Agreement with Denise Duffy & Associates, Inc. (Agreement No. A-13636) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019;
- b. Approved Funding Agreement No. 3 with Jeffrey and Monica LaTourette (Agreement No. A-13654) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to allow funding to Monterey County for costs incurred by Denise Duffy & Associates, Inc. to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019; and
- c. Authorized the Chief of Planning Services to execute the Professional Services Agreement with Denise Duffy & Associates, Inc. and Funding Agreement No. 3 with Jeffrey and Monica LaTourette and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

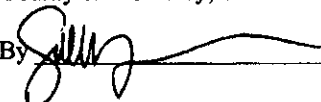
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 11, 2017.

Dated: July 20, 2017
File ID: A 17-298
Revised: July 26, 2017

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

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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:
Denise Duffy & Associates, Inc.
(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide an Environmental Impact Report (EIR) for the LaTourette Subdivision 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 \$ 161,304.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from June 27, 2017 to June 27, 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

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.

*Approved by County Board of Supervisors on _____.

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	Denise Duffy, Principal-in-Charge
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 93901-4527	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 373-4341
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: Jacqueline L. Onorato
Department Head (if applicable)

Date: 25 July 2017

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 6-14-17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 6-9-17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Denise Duffy & Associates, Inc.

Contractor's Business Name*

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

Denise Duffy, President

Date: 6/7/17
Name and Title

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Denise Duffy, Secretary

Date: 6/7/17
Name and Title

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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

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

³Approval 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**

Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

INTRODUCTION AND BACKGROUND

CONTRACTOR will work closely with County staff to prepare a thorough and objective Environmental Impact Report (EIR) for the La Tourette Subdivision Project (Project). The EIR analysis will use existing data and reports as a baseline, and supplement these with project-specific and updated technical studies. The EIR will evaluate alternatives that will avoid or reduce significant environmental impacts in conformance with the California Environmental Quality Act (CEQA), including an alternative design proposed by the Project Applicant and a reduced Project alternative.

PROJECT UNDERSTANDING

The proposed Project is located north of the Pesante Road/King Road intersection, approximately two (2) miles east of Highway 101 in North Monterey County. The Project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into nineteen (19) lots.

CONTRACTOR proposes to retain Questa Engineering Corporation (Questa) to address the primary issues of water, hydrology/water quality and wastewater disposal. Questa will conduct an updated analysis of potential water-related issues associated with the proposed Project, including on-site wastewater disposal. This will entail conducting a review of updated technical information submitted by the Project Applicant regarding the feasibility of on-site wastewater disposal and reviewing the County of Monterey Health Department, Environmental Health Bureau files.

A detailed description of the methodology to be used to prepare this EIR is included in the scope presented below.

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:

Task 1: Project Initiation, New Technical Reports and Technical Report Revisions

This task shall include a comprehensive review of the Project and background materials collected since the original Agreement (Agreement No. A-09816, executed on June 9, 2004); consultation with the County and other responsible or interested agencies to ensure complete understanding of the Project; collection and review of revisions proposed by the Project Applicant; and changes in existing environmental baseline conditions, and other environmental conditions. In order to prepare the updated technical studies, the Project Applicant shall submit electronic and full sets of the current tentative map for the Project prepared by the Project Applicant's surveyor/civil engineer and any updated technical studies prepared on the Project Applicant's behalf. In addition, this scope assumes that the Project Applicant will submit its proposed alternative map that delineates changes between the original submittal and its revised alternative layout. CONTRACTOR shall coordinate with County staff to review updated Project

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

documentation, identify critical milestones, finalize the schedule, and confirm communication protocol. As part of this task, CONTRACTOR shall prepare and submit an updated Project Description to the County for review and approval. This task also includes field visits and site reviews by specific technical team members. This scope does not include completion of the Notice of Preparation (NOP), which the County previously circulated.

Meetings. This task also includes three (3) meetings with the County, including two (2) meetings/conference calls to discuss Project schedule, roles and responsibilities, and confirm expectations, and one (1) field visit with CONTRACTOR and County staff.

Task 2: Prepare Administrative Draft EIR (ADEIR)

Upon completion of required items in Task 1, CONTRACTOR shall update and prepare a new ADEIR for the Project. CONTRACTOR shall submit three (3) copies of the 2nd ADEIR, and one (1) electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes two (2) meetings/conferences. These include: a progress meeting during ADEIR preparation and a meeting/conference call to address County comments on the ADEIR.

Topical Section Scope of Work and Contents. The EIR shall contain all the components described below.

Summary

The Summary Section in the EIR shall be updated and expanded to briefly describe the Project and update all potential impacts and recommended mitigation measures. The Summary shall also identify areas of controversy and Project alternatives evaluated in the EIR. Potential impacts shall be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The Summary shall also outline comments received in response to the NOP and describe how these comments were addressed in the EIR.

Project Description

The EIR shall include an updated Project Description based on updated information submitted by the Project Applicant. The updated Project Description shall include a detailed description of the proposed Project based on information provided by the County and the Project Applicant. The updated Project Description shall include the regional, vicinity and site location, Project objectives, existing site characteristics, and relevant site and vicinity history. This section shall include site plans, photographs, and other graphics. The Project Description shall also be updated to include a discussion of the following elements of the Project (including related graphics): 1) grading and engineering characteristics; 2) infrastructure improvements; and 3) design features. The Project Description will also identify permits and approvals required for the Project, as well as identify the intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

As part of this scope, CONTRACTOR shall update the EIR to include a discussion of current conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR shall identify environmental impacts of the Project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. Significance

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

criteria under each topical category will be updated as necessary to reflect current County thresholds of significance. The Project Impact Section shall present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. The EIR shall analyze and address the following issue areas:

2.1 Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality technical analysis shall be updated by Questa and CONTRACTOR and shall incorporate the following approach:

The background data review for the Hydrogeology Section shall include a review of groundwater studies prepared by or for the County (i.e., new or updated studies available from the Monterey County Water Resources Agency, and the County Environmental Health Bureau) since the preparation of the 1st ADEIR, including any updates of those studies, if available. This shall include Central Coast Regional Water Quality Control Board's (CCRWQCB) *Basin Plan*, Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the Project area; and United States Department of Agriculture's (USDA) Soil Survey of Monterey County, and geologic and topographic maps of the Project environs.

A site review shall be conducted to confirm existing conditions on the Project site with respect to proposed subdivision plans and existing uses. Special focus shall be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.

The Hydrogeologic Report for the Project shall be updated and prepared to satisfy applicable County requirements. Pertinent aspects of the hydrogeology and ground water quality shall be re-reviewed and described, including a description of the aquifer and groundwater conditions. The following shall be performed to complete the hydrogeology environmental and regulatory setting of the report:

- A review and description of purpose, scope, and location of the proposed Project as it relates to hydrogeology and groundwater quality;
- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for Project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *¹
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.

The following shall be updated to complete the impact analysis and discussion of hydrogeology and groundwater quality:

- The potential regional source of water (Highlands South Aquifer) for the Project shall be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company (WHMWC). The latter shall include the specific potable water requirements for the Project and how the use may affect the existing water systems in the area; and

¹ Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Information regarding Pajaro Sunny Mesa Community Services District and the WHMWC including the updated number of WHMWC connections, annual/daily production, and required amendments to add new connections.

The discussion of groundwater resources for the Project shall be quantified and discussed to include hydrogeologic environment and shall include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils. *

- Groundwater levels and flow shall include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section shall also include a discussion of the proposed recharge areas and the amount of recharge shall be quantified using monthly time-step water balance methodology. It shall also consider potential impacts of pumping on neighboring wells based on information supplied by the Project Applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the Project, additional work may be required). *
- Groundwater in storage shall be quantified by discussing the amount of groundwater in storage and the amount that can be recovered. *
- Groundwater quality shall be discussed and any impacts on the groundwater by the proposed Project shall be discussed and mitigation measures listed. *
- An assessment of existing and proposed water usage shall be provided and updated accordingly. Based upon the Project Description, water usage shall be estimated and divided among landscaping, fire flow requirements, and domestic use. Questa shall estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations shall be documented. *
- A monthly water balance for the proposed Project shall be calculated and updated to the extent necessary. Groundwater recharge shall include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the Project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand, and the proposed Project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed Project shall be described. Cumulative effects of future projects of similar size supplied by the same aquifer shall also be described and updated, as appropriate. This assumes a list of cumulative projects shall be identified and provided by the County.
- Project consistency with applicable County requirements related to water supply and conservation shall also be discussed.
- Based upon the description to be provided by the Project Applicant, the method, type, and extent of wastewater disposal shall be re-reviewed and updated, as necessary (see also Wastewater Treatment and Disposal below).
- The quality and quantity of wastewater discharged by the proposed Project shall be described and, where appropriate, updated. Quantity figures shall include both daily average and peak wastewater flows. Quality figures shall include estimated nitrate concentrations, and all other constituents as determined by the County Environmental Health Bureau and the CCRWQCB. *

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- The description of all existing and future sources of nitrate loading within the study area shall be updated. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area shall also be updated. *
- The nitrate loading analysis for the proposed Project shall be updated. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer shall be calculated using a chemical-water balance approach. The source of any nitrate contamination shall be included along with the effect of the proposed Project on the nitrate balance and the overall potability of the groundwater supply. The County Environmental Health Bureau shall be consulted for special concerns or requirements. *
- The average daily and peak nitrate-loading rate per acre for the existing and proposed Project shall be calculated and described. *
- The aquifer impacted by the wastewater and/or sewage discharge shall be identified and discussed in terms of existing and future water balance both with and without the Project.

Based upon the impact evaluation, mitigation measures shall be recommended and described. Recommendations concerning water conservation measures, including water reclamation and retention ponds, shall also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the Project site shall also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

To ensure fire flows can be met, the North County Fire District shall be contacted regarding fire flow requirements for the Project. The County Health Department shall be consulted to set and identify water quality standards for the Project as part of the significance criteria development.

2.2 Surface Water Hydrology and Water Quality

The background data review for the Surface Water Hydrology and Water Quality Section of the EIR shall be updated and shall consist of reviewing the following information:

- Existing surface water studies in the Project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the WHMWC (e.g., Drinking Water Source Assessment), and surface water studies prepared by or for the County; *
- The CCRWQCB Basin Plan shall be reviewed for beneficial uses and water quality objectives of Project site or receiving water bodies;
- Drainage and Project site information available from the Project Applicant; and
- The USDA Soil Survey of Monterey County and geologic and topographic maps of the Project environs.

The following shall be updated to complete the surface hydrology and water quality setting of the EIR:

- A review and description of purpose, scope, and location of the proposed Project as it relates to surface water hydrology and water quality and an updated rainfall and evapotranspiration data for the area shall be quantified and described based upon climate data available for Project vicinity. An updated isohyetal map and a discussion of any long-term fluctuations in rainfall shall be included. The isohyetal map shall be updated to reflect recent drought conditions;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the Project area shall be summarized;
- Floodplains in the Project site and any aquifer recharge areas in the site and/or the Project's vicinity shall be identified. Floodplains shall be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the Project area; and
- Beneficial uses and water quality objectives identified in the Basin Plan for Project site or receiving water bodies in the Project vicinity shall be summarized.

The following shall be updated to complete the impact analysis and discussion of surface water hydrology and water quality:

- A map showing all watershed and drainage features shall be provided and, where appropriate, updated. Any wetlands shall be identified and the impacts of the proposed Project on them shall be discussed;
- Existing stream flow conditions for the Project site. A discussion of the stormwater drainage caused by the proposed Project's impervious surfaces and how it will be controlled shall be included, including potential for recharge capacity. An analysis of the potential for the beneficial use of captured stormwater shall be included. It is assumed that the Project Applicant shall provide an appropriately scaled base map and Project plans of any updated application material in electronic format for use by Questa; and *
- Potential changes in surface runoff water quality resulting from development of the Project shall be investigated and updated, as necessary. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with the development of the Project.

Mitigations shall be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative Projects.

2.3 Drainage

The background data in the Drainage Section of the report shall be re-reviewed and updated, as necessary. This shall include a review and update of drainage and Project site information; and County documents, files, and/or maps relevant to on-site and off-site drainage infrastructure.

The existing (including any existing wetland areas) and proposed drainage system for the Project site and downstream receiving waters shall be described. The following shall be updated to complete the impact analysis and discussion of drainage:

- Proposed and required drainage facilities shall be reviewed and evaluated for adequacy to meet County requirements. As necessary, the Project shall be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements will be necessary to accommodate the additional runoff. (Note: compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure); and
- Potential on-site and off-site erosion and drainage impacts from the proposed development shall be identified and described. Potential impacts to the Project from off-site drainage conditions will also be identified and described.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Based upon the results of the impact analysis, mitigation measures for impacts to on-site and off-site drainage shall be identified.

2.4 Wastewater Treatment and Disposal

The Wastewater Treatment and Disposal analysis shall be updated to evaluate proposed on-site septic system suitability. This would also entail a review of updated technical documentation submitted by the Project Applicant concerning the suitability of site soils for on-site wastewater disposal. The following analysis and documentation shall be completed/updated:

- All relevant background information on the Project site will be compiled and reviewed. This shall include the history of correspondence, reports, and additional information available from the County Environmental Health Bureau; and
- Relevant background information on the existing conditions shall be updated in the environmental setting, where appropriate. Additionally, soil and percolation testing results shall be summarized including the full sets of results from additional Project Applicant testing.

The following information will be presented in this section:

- Description of the existing septic systems on the Project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without Project);
- Summary of current County Environmental Health Bureau sewage disposal regulations, and a summary of the CCRWQCB's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems; and
- The evaluation of the suitability for the proposed subdivision of the use of individual on-site septic systems shall also be updated. Based upon the findings of the impact analysis, mitigation measures shall be developed and described. Mitigation measures shall address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

2.5 Water Supply

The background data review for the water supply section shall be updated to include a discussion of existing reports and/or data available for the WHMWC (e.g., *Drinking Water Source Assessment*). *

The following shall be updated to complete the Water Supply Environmental and Regulatory Section of the report:

- The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the Project. The description of the water system shall be updated to describe the number of connections, existing and required long-term supply, and necessary infrastructure extension to deliver water to the Project site; and
- The proposed locations and sizes of existing and proposed well, tank, and access easements shall be updated and illustrated as necessary.

Legal requirements necessary to provide water service for the Project shall be updated, as appropriate. The following will be updated to complete the impact analysis and discussion of water supply:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Expected short-term and long-term demands imposed by the Project shall be quantified and described to show how the Project will impact the water system. These demands shall be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems; and
- Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs shall be identified and described. Temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) shall be presented and cumulative and indirect impacts related to capacity and the delivered water supply addressed. As appropriate, alternative water supply options and water treatment requirements shall be included.

Based upon the findings of the impact analysis, mitigation measures shall be updated.

2.6 Biological Assessment

CONTRACTOR shall conduct spring and summer surveys and prepare a Biological Assessment (BA) report. The report shall identify and describe survey methodology and results, and existing biological resources on-site and within the vicinity of the Project site. In addition, the BA report shall also evaluate the potential biological related effects associated with the proposed Project. This BA report shall serve as the basis for the Biological Resources Section of the EIR and shall be incorporated as an appendix to the EIR.

2.7 Land Use and Consistency with Plans & Policies

The Project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The Project site is surrounded by undeveloped lands to the west, north, and east, and the Woodland Heights subdivision to the south. This section of the EIR shall present the historical, present, and proposed uses on the Project site and in the surrounding area and address the Project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) Air Quality Management Plan (AQMP) and CEQA Guidelines, Association of Monterey Bay Area Governments (AMBAG) regional studies, CCRWQCB Basin Plan). Recommend mitigation measures for identified impacts, in order to make the Project consistent with planning policies, shall be provided if necessary.

2.8 Population and Housing

The ADEIR shall be updated to describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing. This analysis will describe the County's current affordable housing program and the Project's consistency with this program. CONTRACTOR shall recommend mitigation measures for identified impacts, in order to make the Project consistent with housing goals, if necessary.

2.9 Geology/Soils/Geotechnical Issues

The Project shall occur within the Watsonville Lowlands region, between the Prunedale area and the City of Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late Quaternary age. The analysis contained in this section shall be based on prior technical analysis conducted by Haro, Kasunich & Associates, Inc. (HKA). This scope does not include any technical updates to the

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

existing geological analysis. This section shall include a discussion of the general geologic setting, including the following:

- Qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of Project impacts on land stability and proposed mitigation recommendations, as warranted;
- Erosion hazard, including potential Project impacts and recommendations for mitigating Project impacts, as needed, both during construction and following Project completion; and
- Site drainage conditions and potential Project impacts as they pertain to geologic processes, with mitigation recommendations.

2.10 Traffic and Circulation

CONTRACTOR shall write a new Transportation Section of the EIR based on a Traffic Study that will be prepared by the Project Applicant's traffic consultant. The Traffic Study shall be provided to CONTRACTOR by the County or the Project Applicant at Project Initiation (Task 1). This scope assumes this Traffic Study will be prepared in accordance with the County's requirements and standards, and will be reviewed by the County Public Works & Facilities and County Resource Management Agency for use for the EIR. CONTRACTOR shall coordinate with County Resource Management Agency and County Public Works & Facilities, conduct meetings, and incorporate the information to prepare the new traffic section documenting that the new Traffic Analysis addresses the County's concerns related to Project-generated traffic. The Traffic Analysis and any pertinent correspondence from Public Works shall be used to prepare the new Traffic section of the EIR, including determination of the traffic impacts of the proposed Project on the highways, roadways, and intersections in the vicinity of the Project site. CONTRACTOR shall confer with Public Works & Facilities to determine recommended mitigation measures for identified impacts, in order to reduce the Project's traffic impacts, if necessary.

2.11 Air Quality/Climate Change

The air quality impacts shall be addressed through an analysis to be conducted by Ambient Air Quality and Noise Consulting (Ambient) and CONTRACTOR.

The Project site is located within the North Central Coast Air Basin (NCCAB) and within the jurisdiction of the Monterey Bay Air Resources District. Primary air quality issues associated with this Project would be impacts to regional air quality from indirect sources (i.e., Project traffic generation) and temporary emissions of dust and exhaust from construction. This section of the EIR would:

- Describe construction air quality impacts due to regional pollutant, dust, and toxic air contaminant emissions that would occur due to construction equipment/truck use as well as clearing and grading activities;
- Assess the potential for nuisance and odor impacts;
- Describe the Project's consistency with regional air quality management plans (AQMP for Monterey Bay Region) and State global climate change policies and recommendations; and
- Identify mitigation measures to reduce significant air quality impacts.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.12 Noise

The Project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the Project shall be evaluated in the EIR, based on an updated noise analysis to be prepared by Ambient. This section shall describe the existing noise conditions on the Project site and surrounding area based on field noise measurements to establish the baseline noise environment. Applicable noise standards and policies in the County's General Plan and the County Noise Ordinance shall be presented. This section shall assess noise impacts based on the measured noise data and traffic projections. Potential noise impacts resulting from Project-generated traffic noise or construction noise at existing residences adjacent to the Project site shall be assessed. Projected noise levels shall be compared against County guidelines and standards, and appropriate CEQA significance criteria. This section shall also assess noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances. Mitigation measures for significant noise impact shall be presented.

2.13 Visual/Aesthetics

The EIR shall describe the existing visual setting of the Project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site shall accompany the text. The EIR shall analyze the potential visual impacts from Project grading, tree removal, and the introduction of new residential uses. The EIR shall recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level.

2.14 Utilities & Public Services

The EIR shall update the description of public services and utilities serving the Project site. The EIR shall quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section shall also address utilities and energy. Mitigation shall be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal shall be provided.

2.15 Forest Management Plan (FMP) (within the Biological Resources Section)

Stephen Staub, through CONTRACTOR, prepared the earlier analysis for forestry and tree resources in the EIR. A FMP, including a Forester's Assessment and Recommendation was originally prepared. Frank Ono Consulting will be retained to update the existing FMP. As part of this task, CONTRACTOR's Natural Resource Division shall be responsible for confirming the location of trees that may be affected by the Project. This information shall be determined based on information provided by the Project Applicant. CONTRACTOR shall field verify the location of all trees proposed for removal. This information shall be incorporated into the FMP prepared by Frank Ono Consulting. CONTRACTOR assumes that the Project Applicant shall supply digital copies of the Project site plan in either CAD (.dwg) or ArcGIS (.shp) shapefile format. Data that has been referenced in either North American Datum 1983, California Zone 4 or Universal Transverse Mercator, Zone 10 N is preferable, but not a requirement. Project site plans shall include location of all proposed development lots, access routes, and trees scheduled for removal. The FMP will include the following:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Characterize forest inventory using sample plots across the range of forest conditions on the Project site. An updated summary table shall be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health shall also be included.
- Review relevant site documentation and design including Project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County requirements.
- Update the FMP based on updated findings to address tree removal impacts for the proposed road alignment and tree removal for alternative access from North King Road, tree removal for subdivision infrastructure improvements, tree removal within identified building envelopes on a per lot basis, and tree removal within identified septic envelopes on a per lot basis. This analysis shall be partly based on an updated tree survey map of the site prepared by the Project Applicant's surveyor/civil engineer. Any updates to this map shall be conducted by CONTRACTOR staff to accurately characterize impacts of Project improvements.

Cumulative Impacts

In accordance with CEQA requirements, the EIR shall update the cumulative projects list and revise the Cumulative Section of the ADEIR. The section shall analyze potentially significant cumulative impacts anticipated from development of the Project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis shall be based on the list of proposed or anticipated projects in the area, to be provided by the County.

Alternatives

In accordance with CEQA, the EIR shall address a reasonable range of alternatives to the Project that could feasibly meet the Project objectives and potentially avoid or lessen any significant environmental impacts associated with the Project. CONTRACTOR shall update the alternatives analysis to include a Project Applicant proposed alternative consisting of an alternative site configuration.

All alternatives shall be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse Project impacts. The alternatives analysis shall include an evaluation of the following alternatives: no project alternative, Project Applicant proposed alternative, and a reduced Project alternative. This section will identify the Project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section 15126.6(e)(2). This evaluation shall be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The EIR shall also be updated to include other CEQA and County-required issues and sections, including Growth-Inducing Impacts; Significant Unavoidable Impacts; Significant Irreversible Effects; and Beneficial Effects. EIR References, Persons Consulted and EIR Preparers will also be included in this section.

Task 3: Prepare Draft EIR (DEIR)

After the County's review of the updated ADEIR (an assumption for the schedule is approximately review period of thirty (30) days), CONTRACTOR shall revise the EIR based on the County's comments. CONTRACTOR shall submit one (1) Screen-Check DEIR document to the County for a final review. Upon County approval, CONTRACTOR shall submit thirty (30)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

hardcopies, along with twenty (20) CDs of the DEIR (including appendices), along with one (1) electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one (1) round of revisions of the ADEIR by CONTRACTOR and one (1) minor screen-check revision.*

Meetings. This task includes two (2) meetings to review comments on the Administrative and/or Screen-Check DEIR.

Task 4: Prepare Final EIR (FEIR)

Following the minimum forty-five (45) day Public and Agency review period, CONTRACTOR shall meet with the County to review the comments received on the DEIR and discuss approach for preparing responses. CONTRACTOR shall prepare an Administrative Draft FEIR, containing a listing and the letters of all individuals and agencies commenting on the DEIR, and written responses to the comments received. Minor revisions to the EIR text (as necessary) shall also be included. The FEIR shall include a Mitigation Monitoring and/or Reporting Program (MMRP) prepared in the County accepted format and consistent with CEQA Guidelines.

CONTRACTOR will submit five (5) copies of this Administrative Draft FEIR to the County for review (for a minimum internal review period of thirty (30) days). The document shall then be revised per the County's comments and ten (10) hardcopies, along with twenty (20) CDs will be submitted to the County. This scope assumes that the County shall be responsible for distribution of the FEIR.

Meetings. This task includes two (2) meetings with County staff, Agency and Public review comments on the DEIR and/or FEIR.

[This scope assumes a specific amount of CONTRACTOR planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. CONTRACTOR reserves the right to review the Public comments and shall request additional compensation if issues arise beyond the scope which would require additional technical response or should the anticipated number of comments or work required to complete the responses exceed the hourly estimate shown in the attached budget.]

Task 5: Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes two (2) hearings. These include: one (1) Planning Commission Hearing, and one (1) follow up Planning Commission Hearing or one (1) Board of Supervisors meeting. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits. Questa will attend up to three (3) meetings throughout the Project. Any request for attendance by CONTRACTOR staff or subconsultants at additional meetings shall be out-of-scope and shall require use of the Project contingency budget on a time and materials basis. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings. These items shall be provided upon request by the County and shall be considered as an additional task/service.

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SCHEDULE

The following is a schedule for the EIR for the Project. It is assumed that the Project Applicant shall submit revised Project plans/maps in a timely manner, which is required in order to complete the technical reports. It is further assumed that all technical reports shall be completed within four (4) weeks following Project initiation. Please note that the EIR schedule does not account for unanticipated delays outside CONTRACTOR's control. These delays include failure to receive all Project-related information in a timely manner, delays in administrative reviews by the County, continuances of Public hearings, or similar events.

Deliverable	Estimated Timeframe
A. Technical Reports	4 weeks
B. Delivery of ADEIR*	6 weeks
C. Delivery of DEIR**	2 weeks
D. Delivery of FEIR***	4 weeks
E. Hearing Attendance****	To Be Determined
* ADEIR shall be completed within four (4) weeks from the time all technical reports are completed and finalized.	
** Assumes that all County comments shall be consolidated into one (1) set of comments to be incorporated in the Public review DEIR.	
*** Assumes a reasonable amount of comments; if additional technical analysis is warranted based on Public comments. Additional time may be warranted to finalize the FEIR for County review.	
**** Assumes that Public hearings will be held two (2) weeks following completion of the FEIR.	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Denise Duffy & Associates, Inc.
Budget Estimate for LaTourette Subdivision EIR, 2017

Task #	Description	Principal	Senior Environmental Scientist	Senior Planner	Project Manager	Associate Planner/Scientist	Assistant Planner/Scientist	GIS/Graphics	Biologist/Field Technician	Administrative	Total Labor	Direct Costs (Subcontractor)	Admin Fee (15%)	Costs by Task	Costs by Deliverable
1	Project Initiation/Technical Reports/Revisions														
	Project Initiation/Technical Report Revisions	4		8	38	20	10			8		\$100.00	\$ 15.00	\$ 8,183.00	\$ 8,183.00
2	Prepare Administrative DEIR														
	Administrative DEIR	4	10	18	33	56	24	16		10		\$750.00	\$ 112.50	\$ 20,500.50	
2.1	Hydrogeology and Groundwater Quality (Questa)	2		1	2							\$ 2,960.00	\$ 444.00	\$ 4,267.00	
2.2	Surface Water Hydrology and Water Quality (Questa)			1	2							\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.3	Drainage (Questa)			1	2							\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.4	Wastewater Treatment and Disposal (Questa)			1	2							\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.5	Water Supply (Questa)			1	2							\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.6	Biological Assessment (DD&A)	5	47			62	10	2		2		\$ 45.22	\$ 6.78	\$ 16,304.00	
2.7	Land Use and Consistency with Plans & Policies (DD&A)	2		4	8							\$ -	\$ -	\$ 2,132.00	
2.8	Population and Housing (DD&A)			4	8							\$ -	\$ -	\$ 1,892.00	
2.9	Geology/Soils/Geotechnical Issues (H&A)			2						2		\$ -	\$ -	\$ 416.00	
2.10	Traffic and Circulation	15		4	5			5		5		\$ -	\$ -	\$ 5,268.00	
2.11	Air Quality/Climatic Change (Ambient)			4	8					2		\$ 3,500.00	\$ 525.00	\$ 5,899.00	
2.12	Noise			2						2		\$ -	\$ -	\$ 416.00	
2.13	Visual/Aesthetics (DD&A)			4	8		4					\$ -	\$ -	\$ 2,068.00	
2.14	Utilities & Public Services (DD&A)			4	8		4					\$ -	\$ -	\$ 2,068.00	
2.15	FMP (Frank Ono)		4	4	6				40			\$ 3,500.00	\$ 525.00	\$ 8,713.00	
3	Prepare DEIR														
	Prepare Draft EIR	6		10	22	20	40	8		8		\$2,650.00	\$ 397.50	\$ 15,837.50	
	Meeting Attendance (two meetings)	6			6							\$150.00	\$ 22.50	\$ 2,320.50	
4	Prepare FEIR														
	Final EIR (see note 1)	12	6	12	30	18	40	2		20		\$1,650.00	\$ 247.50	\$ 18,413.50	
	Meeting Attendance (two meetings)	6			6							\$150.00	\$ 22.50	\$ 2,320.50	
5	Certification of EIR (Meeting Attendance)														
	Meeting Attendance (two hearings)	12	2	6	20		10			8		\$150.00	\$ 22.50	\$ 8,198.50	
	Total Hours/Labor/Direct Cost & Admin Fee	74	69	91	196	176	142	33	40	67	\$108,703	\$ 27,445.22	\$ 4,116.78	\$ 140,265.00	
	2017 Rate (\$/hour)	\$220.00	\$158.00	\$147.00	\$138.00	\$105.00	\$94.00	\$77.00	\$66.00	\$61.00					
	Total DD&A Labor	\$16,280	\$10,902	\$13,377	\$27,048	\$18,480	\$13,348	\$2,541	\$2,640	\$4,087					
	TOTAL														\$ 140,265.00

Note: Totals have been rounded.
1. DD&A reserves the right to review the public comments and will request additional compensation (prior to additional services being performed) if issues arise beyond the scope which would require additional technical responses or should the anticipated number of comments or work required to complete the responses exceed the above hourly estimate.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

Invoices for work products/deliverables under the Agreement shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product/deliverable shall be billed on a time and materials basis at a not to exceed amount by task. All invoices shall include the following:

1. Invoice Coversheet

Denise Duffy & Associates, Inc.
LaTourette Subdivision Project

Date: _____

Invoice No. _____

Agreement Term: June 27, 2017 to June 27, 2019

Agreement Amount: \$161,304.75 (\$140,265.00 base budget plus \$21,039.75 project contingency)

This Invoice:

1.	\$8,183.00	<u>Project Initiation, Technical Reports/Revisions</u>	
2.	\$20,500.50	<u>Prepare Administrative DEIR</u>	
2.1	\$4,267.00	Hydrogeology and Groundwater Quality (Questa)	
2.2	\$3,827.00	Surface Water Hydrology and Water Quality (Questa)	
2.3	\$3,827.00	Drainage (Questa)	
2.4	\$3,827.00	Wastewater Treatment and Disposal (Questa)	
2.5	\$3,827.00	Water Supply (Questa)	
2.6	\$16,304.00	Biological Assessment (CONTRACTOR)	
2.7	\$2,132.00	Land Use and Consistency with Plans & Policies (CONTRACTOR)	
2.8	\$1,692.00	Population and Housing (CONTRACTOR)	
2.9	\$416.00	Geology/Soils/Geotechnical Issues (HKA/CONTRACTOR)	
2.10	\$ 5,268.00	Traffic and Circulation (CONTRACTOR)	
2.11	\$5,839.00	Air Quality/Climate Change (Ambient/CONTRACTOR)	
2.12	\$416.00	Noise (CONTRACTOR)	
2.13	\$2,068.00	Visual/Aesthetics (CONTRACTOR)	
2.14	\$2,068.00	Utilities & Public Services (CONTRACTOR)	
2.15	\$8,713.00	FMP (Frank Ono/CONTRACTOR)	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

3.	<u>Prepare DEIR</u>	
	\$15,837.50 Prepare DEIR	
	\$2,320.50 Meeting Attendance (2 meetings)	
4.	<u>Prepare FEIR</u>	
	\$18,413.50 FEIR	
	\$2,320.50 Meeting Attendance (2 meetings)	
5.	<u>Certification of EIR (Meeting Attendance)</u>	
	\$8,198.50 Meeting Attendance (2 hearings)	
Grand Total:		<u>\$140,265.00</u>
Remaining Balance		\$ _____

Approved as to Work/Payment: _____
Bob J. Schubert, Senior Planner 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, 2nd 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.

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 \$21,039.75) 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.

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.

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