

# CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940  
PHONE (831) 394-8511 FAX (831) 394-6421

**DATE:** October 25, 2022

**TO:** Honorable Mayor and City Council

**FROM:** John Guertin, City Manager

**SUBJECT:** Approve a Reimbursement Agreement with Monterey Peninsula Engineering to Contract for Environmental Review for Proposed Pavement Recycling Facility

**CEQA:** This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an organizational activity of the City that will not result in direct or indirect physical changes in the environment.

## Recommendation

It is recommended that the Council approve a reimbursement agreement with Monterey Peninsula Engineering (MPE) to contract with Denise Duffy & Associates for environmental review for a proposed pavement recycling facility on city-owned property.

## Background

In 2005 the City acquired several parcels of land on the former Fort Ord from the Fort Ord Reuse Authority. With the potential for City growth and development with the acquisition of this land, the City also took on significant, unfunded maintenance responsibilities. While the City has made progress in identifying development opportunities and partners for the Fort Ord lands, the continued maintenance responsibilities are stretching limited resources.

As we pursue develop options for the largest (+230 acres) parcel along South Boundary Road, staff is also looking for opportunities to utilize this land for revenue generation to offset maintenance costs. The proposed reimbursement agreement will allow the City to explore such an opportunity to partner with MPE for the temporary use of a portion of this parcel. The agreement will facilitate the environmental and project review phases for feasibility of the proposed project.

## Discussion

MPE wishes to lease City-owned property along South Boundary Road for the purpose of

operating a pavement recycling facility. Before any lease or land use entitlements are pursued for the contemplated use, environmental review of the project must be performed by professional planning and environmental consultants. Denise Duffy & Associates ("DDA") is the City's contract planning and environmental firm and will be engaged for this work. The City believes it is in the public interest for MPE to pay for the Environmental Review costs and MPE agrees to do so. MPE understands that all work performed by the City and/or DDA related to the project will be under the direction of the City, but at MPE's expense.

MPE is proposing to relocate their Marina-based mobile pavement recycling facility to a plot of city-owned land on the north side of South Boundary Rd. The site is positioned off the gravel alignment marked as Bitter Road. Based on initial inspections, the site appears to be pre-disturbed, having been used by the Army for some sort of equipment staging.

To develop this site, MPE would clear +/-2.5 acres of sparse vegetation, potential removal of trees and grade a flat pad for the crusher unit. The crusher unit is mobile and the project adds no permanent structures. The crusher unit and its conveyor belts would be erected between two (raw and finished product) stockpiles and requires no water or electricity. The current access road would be armored with 12" of baserock to support truck traffic. Check dams and drainage features would address runoff and the entire area would be encircled with ESA fencing and SWPPP measures. I've attached a schematic layout for your review. Additionally, it is anticipated that the project will assist the City with improvements and maintenance of fire equipment access to the parcel.

The proposed reimbursement agreement will facilitate the review of the project for feasibility.

### **Fiscal Impacts**

The costs associated with the environmental review will be reimbursed by the applicant (MPE).

### **Attachments**

- MPE Reimbursement Agreement

Respectfully submitted,

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John Guertin  
City Manager

**REIMBURSEMENT AGREEMENT**  
**BETWEEN THE CITY OF DEL REY OAKS AND MONTEREY PENINSULA**  
**ENGINEERING TO CONTRACT FOR ENVIRONMENTAL REVIEW FOR**  
**PROPOSED PAVEMENT RECYCLING FACILITY**

**THIS AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of October 2022, by and between the CITY OF DEL REY OAKS, a municipal corporation, ("City"), and Monterey Peninsula Engineering ("MPE"), each of which is referred to herein as a "party," and collectively referred to herein as the "parties."

**RECITALS**

**WHEREAS**, MPE wishes to lease City-owned property for the purpose of operating a pavement recycling facility ("Project"); and

**WHEREAS**, before any lease or land use entitlements are pursued for the contemplated use, environmental review of the Project must be performed by professional planning and environmental consultants ("Environmental Review"); and

**WHEREAS**, Denise Duffy & Associates ("DDA") is the City's contract planning and environmental firm; and

**WHEREAS**, City believes it is in the public interest for MPE to pay for the Environmental Review costs ("Environmental Review Costs"), and MPE agrees to do so; and

**WHEREAS**, MPE understands that all work performed by the City and/or DDA related to the Project will be under the direction of City, but at MPE's expense.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. CITY REIMBURSEMENT**

**A. City Reimbursement.** MPE agrees to fully reimburse the City for the Environmental Review Costs associated with the Project, which will be located as shown in Exhibit "A," attached hereto and incorporated herein. Pursuant to the "Scope and Cost Estimate for CEQA Documentation – Monterey Peninsula Engineering Recycle Crushing Yard Project," ("Scope and Cost Estimate") dated September 12, 2022, provided to the City by DDA, the Environmental Review Costs are estimated to be \$39,703. The Scope and Cost Estimate is attached as hereto as Exhibit "B" and incorporated herein.

MPE acknowledges the actual amount of the Environmental Review Costs may be more or less than \$39,703; nonetheless, MPE agrees to reimburse the City for the full amount of the actual Environmental Review Costs in the manner provided in this Agreement.

**B. Agreement Does Not Obligate City.** MPE acknowledges and understands that this Agreement in no way obligates the City to approve any environmental documents for the Project, or any entitlements whether discretionary or ministerial. The City and its elected and appointed officials retain sole discretion to either approve or deny any of the environmental documents prepared pursuant to the Scope and Cost Estimate, as well as any future entitlements needed to effectuate the Project.

**C. Reimbursement Process.** City will provide MPE with an accounting of the Environmental Review Costs on a monthly basis, which accounting MPE agrees will be conclusive, in the absence of manifest error. MPE shall have thirty (30) days to reimburse City for all costs presented.

## **2. AGREEMENT TERM AND TERMINATION**

**A. Term.** This Agreement shall commence upon full execution of this Agreement by the Parties and continue until such time as the City is fully reimbursed by MPE as provided for herein.

**B. Termination.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if MPE defaults or fails to reimburse City in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limiting any other remedy that may be available to it, if MPE fails to timely reimburse City pursuant to this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by the City in recovering unreimbursed amount, including interest thereon from the date incurred at the rate of 10% per annum.

## **3. REPRESENTATIVES AND COMMUNICATIONS**

**A. City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Title: City Manager  
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940  
Telephone: 831-394-8511

**B. MPE's Representative.** MPE appoints the person named below as its contact person for the purposes of this Agreement.

Title: Paul Bruno  
Address: 192 Healy Ave, Marina, CA 93933  
Telephone: 831-384-4081

**C. Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## **4. OWNERSHIP AND USE OF MATERIALS**

All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf)

and other documents or products produced by DDA under this Agreement are and shall remain the property of the City.

## **5. DISPUTE RESOLUTION**

The City Manager and MPE shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

## **6. MISCELLANEOUS PROVISIONS**

**A. Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

**B. Entire Agreement/Amendment.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter herein. Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

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

**D. Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

**E. Waiver.** Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.

**F. Authority.** Any individual executing this Agreement on behalf of the City or MPE 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.

**G. Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

**H. Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

**I. Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**J. Venue.** Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

**K. Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: Exhibit "A" – Map of Project Area; Exhibit "B" Scope and Cost Estimate.

**IN WITNESS WHEREOF,** the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

MONTEREY PENINSULA ENGINEERING

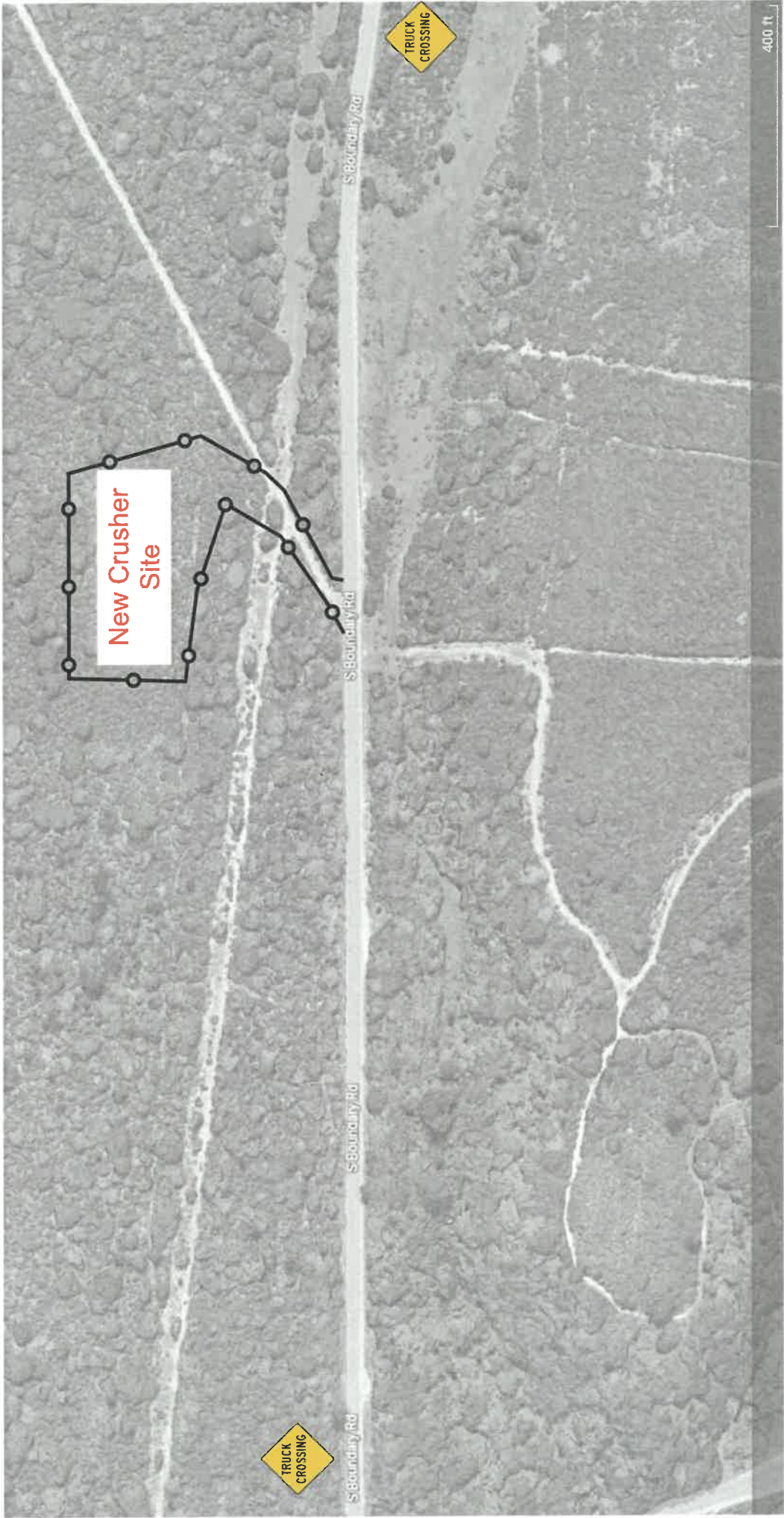
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul Bruno

APPROVED AS TO FORM:

\_\_\_\_\_  
Alex J. Lorca,  
City Attorney

**EXHIBIT "A"**  
**[Map of Project Area]**





ESA/Silt fence to surround site and entry road

Mobile Crusher Unit w/ Conveyor

Finished Processed Concrete

Unprocessed Concrete Debris

Fenced in Tool area

Turn Around Area

Construction Entrance

New Gate

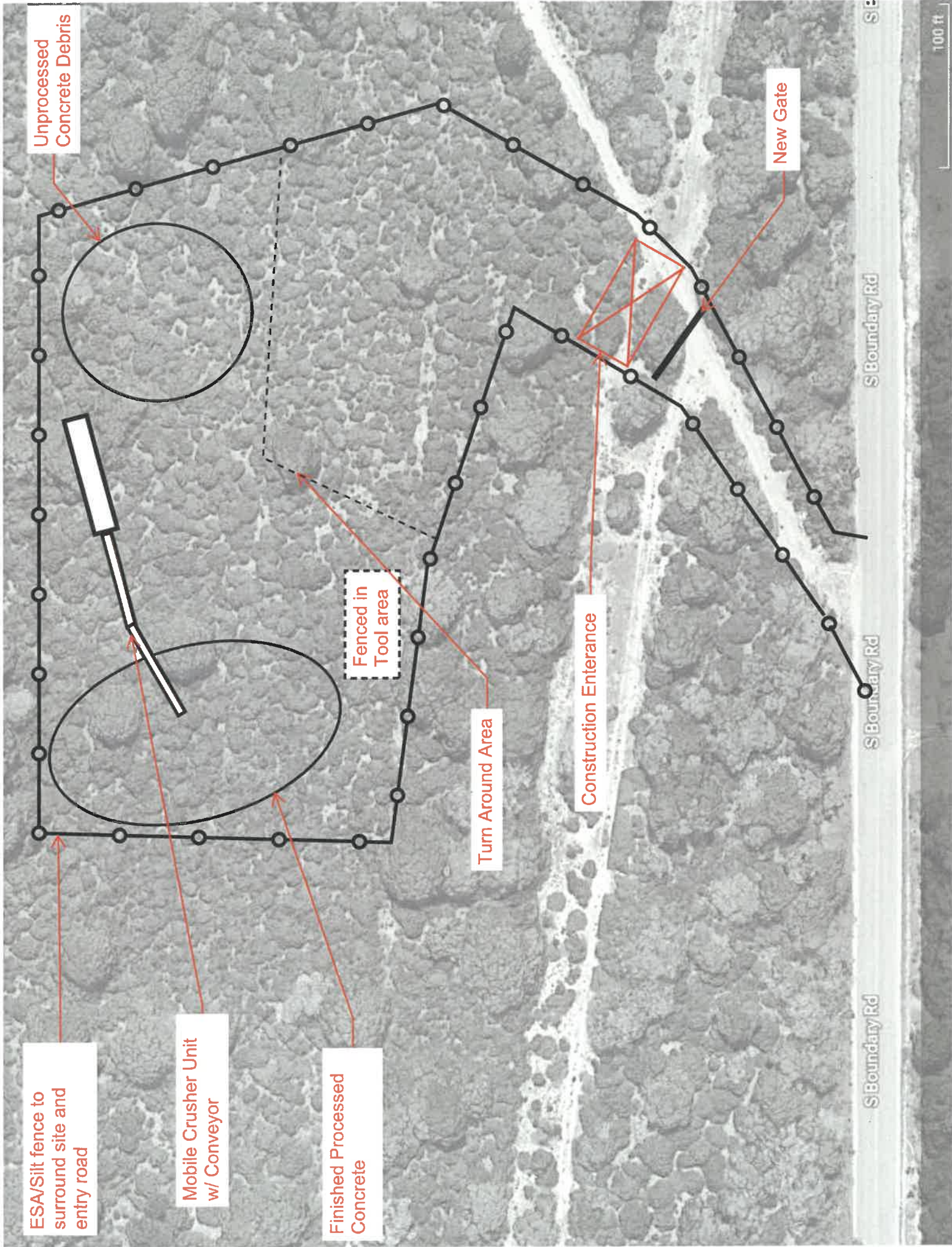
S Boundary Rd

S Boundary Rd

S Boundary Rd

S Boundary Rd

100 ft



**Exhibit "B"**  
**["Scope and Cost Estimate for CEQA Documentation – Monterey Peninsula Engineering  
Recycle Crushing Yard Project"]**



**Denise Duffy & Associates, Inc.**  
PLANNING AND ENVIRONMENTAL CONSULTING

September 12, 2022

John Guertin  
City Manager  
City of Del Rey Oaks  
650 Canyon Del Rey Blvd  
Del Rey Oaks, CA 93940

**RE: Scope and Cost Estimate for CEQA Documentation – Monterey Peninsula Engineering  
Recycle Crushing Yard Project**

Dear Mr. Guertin:

Thank you for providing Denise Duffy & Associates, Inc. (DD&A) with the opportunity to conduct environmental support services for the City of Del Rey Oaks. Attached, please find a scope of work and cost estimate to prepare California Environmental Quality Act (CEQA) documentation, including preparation of supporting technical reports, for the Monterey Peninsula Engineering Recycle Crushing Yard Project.

If the attached proposal is acceptable, please provide us with a Notice to Proceed. We look forward to performing this work for you.

Sincerely,

Erin Harwayne, AICP  
Senior Project Manager  
Denise Duffy & Associates, Inc.

# **Scope and Cost Estimate for the Preparation of CEQA Documentation – Monterey Peninsula Engineering Recycle Crushing Yard Project**

## **SCOPE OF WORK AND APPROACH**

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit this proposal to provide the requested environmental services for the proposed project. It is our understanding that the proposed project would consist of construction and operation of a pavement recycling facility on land owned by the City of Del Rey Oaks (City).

The following scope of work to be performed by DD&A is based on our review of the proposed project identified in the City of Del Rey Oaks Conditional Use Permit Application, communication with City staff, knowledge of the resources in the project area and vicinity, and applicable sections of local, state, and federal environmental guidelines. The scope of work includes the following tasks: 1) Project Initiation/Data collection; 2) Early Coordination with Responsible Agencies & Interested Parties; 3) Prepare Draft Project Description; 3) Prepare Biological Resources Report; 4) Prepare Draft CEQA Document, 5) Prepare Final CEQA Document; and 6) Project Management, Meetings, and Coordination.

### **Task 1. Project Initiation/Data Collection**

DD&A will initiate the project by consulting with the City and Applicant to obtain pertinent reports, project information, and design plans. Project initiation will include the following tasks:

- Review available background information,
- Conduct initial project management,
- Attend a kick-off meeting with the City and Applicant to discuss the project documentation approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities, and distribution of deliverables, and
- Establish a schedule and protocols for communication.

During this task, DD&A will visit the site to assess the environmental conditions of the site and its surroundings. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Where applicable, the data assembled will be incorporated into a GIS database to assist in the environmental evaluation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the environmental resources that may be affected by the proposed project. DD&A assumes maximum use of available data for this analysis. During this task, DD&A will complete a review and assessment of the information already available and identify any outstanding data needs.

### **Task 2. Early Coordination with Responsible Agencies & Interested Parties**

Early coordination with responsible agencies and interested parties will be an important part of the proposed project, which may include but are not limited to, the following:

- California Department of Fish and Wildlife (CDFW)
- Bureau of Land Management (BLM)
- Adjacent property owners
- Keep Fort Ord Wild (KFOR)
- California Native Plant Society (CNPS)

- U.S. Fish and Wildlife Service (USFWS)

This scope of work assumes up to two (2) meetings, as determined necessary. This scope of work assumes DD&A will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and Applicant for review and comment prior to public meeting distribution.

### **Task 3. Prepare Draft Project Description**

The proposed project consists of construction and operation of a pavement recycling facility. This scope of work assumes that the City and Applicant will provide sufficient information describing the proposed components for DD&A to prepare a Draft Project Description, including, but not limited to, project background, location, goals and objectives, engineering details, limits of construction, construction schedule and equipment, graphics to illustrate the project plans, and anticipated permitting and approval actions.

This scope of work assumes any site plans and/or drawings will be provided by the project engineer. DD&A will submit a Draft Project Description electronically to the City and Applicant for review and comment. Upon receipt of comments, DD&A will incorporate comments and finalize the Project Description for inclusion in the Draft CEQA Document. This scope of work assumes one round of comments from the City and Applicant.

### **Task 4. Prepare Biological Resources Report**

Based on the project information provided and knowledge of resources within the project site and vicinity, it is assumed a biological resources study will be required for the environmental analysis. If additional technical subconsultants are determined to be required at a later date (e.g., geology/geotechnical, hydrology/drainage, cultural, transportation), a scope and budget amendment would be required or the technical subconsultants would be contracted directly through the City.

The Draft Biological Resources Report will be submitted electronically as a component of the Administrative Draft CEQA Document.

#### ***Biological Resources Report***

DD&A biologists will visit the site to assess the environmental conditions of the site and its surroundings. Pre-survey research will be conducted utilizing available resources, including CDFW's California Natural Diversity Database (CNDDDB), CNPS lists, local experts, and other published and unpublished materials as related to CEQA and regulatory permitting requirements. To the extent feasible, DD&A will rely on data collected during previous surveys of the project site. As such, the site visit will focus mostly on confirming existing data and analyzing impacts in the context of the proposed project. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the biological resources that may be affected by the project.

DD&A will prepare a Draft Biological Resources Report of sufficient content and format to satisfy the relevant resource and responsible agencies. The Biological Resources Report will include the following items:

- A description of the existing biological resources on and surrounding the site.
- Maps and descriptions of general and sensitive habitats, and special-status plant and animal species known or anticipated to be present.
- An assessment of the direct and indirect impacts to sensitive biological resources, including potential impacts from construction disturbance and maintenance activities.
- Recommendations on the significance of the potential impacts,
- Identification of mitigation for any significant biological impacts.

The results of the biological study will be incorporated into the CEQA document for review and comment.



### **Task 5. Prepare Draft CEQA Document**

Based on our review of the proposed project, communication with City staff, and knowledge of the resources in the project area and vicinity, it is assumed that an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate level of CEQA analysis for the proposed project. Per Section 15063 of CEQA Guidelines, the IS/MND will contain the following sections:

1. **Table of Contents**
2. **Project Description.** Description of project background, location, elements, and objectives supplemented with graphics to illustrate the proposed project. DD&A will provide the required maps, graphics, and figures needed to adequately define the project impact areas.
3. **Environmental Setting, Impacts, Mitigation, and Completed CEQA Checklist.** For each environmental topic, the document will include a discussion of existing conditions and will identify potential environmental impacts. The impact analysis will apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA, City, State, and Federal standards, as well as applicable case law. Impacts evaluated include direct, indirect, construction/short-term, operational/long-term, and irreversible. The project impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less than significant level, where feasible.
4. **Graphics.** Preparation of appropriate graphics and tables to present the environmental analysis.
5. **References.** Identification of all sources and persons contacted during preparation of the document.

The following key environmental topics will be specifically addressed in the IS/MND, in addition to all other elements required by CEQA Guidelines Appendix G:

- |                                      |                             |
|--------------------------------------|-----------------------------|
| ▪ Aesthetics                         | ▪ Hydrology/Water Quality   |
| ▪ Agriculture and Forestry Resources | ▪ Land Use and Planning     |
| ▪ Air Quality                        | ▪ Noise                     |
| ▪ Biological Resources               | ▪ Public Services           |
| ▪ Cultural Resources                 | ▪ Recreation                |
| ▪ Energy                             | ▪ Transportation            |
| ▪ Geotechnical/Soil Considerations   | ▪ Tribal Cultural Resources |
| ▪ Greenhouse Gas Emissions           | ▪ Utilities/Service Systems |
| ▪ Hazards and Hazardous Materials    | ▪ Wildfire                  |

For all environmental topics, the IS/MND will include a discussion of existing conditions and will identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level. This scope assumes that mitigation measures or project design changes will be available and feasible to successfully reduce impacts to a less-than-significant level.

**Cultural/Tribal Resources:** Under Assembly Bill (AB) 52 requirements, tribal consultation, if required, should be completed by the City, as the CEQA lead agency, or through an authorized agent of the lead agency. DD&A will work with the City to complete consultation per AB 52 requirements, if required. DD&A will coordinate with the City to contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. DD&A will provide

this contact list to the City to facilitate its obligations under AB 52, as applicable. Under this task, DD&A will provide the City with an agency and tribal list as well as draft coordination letters that can be used to reach out to agencies and tribes that might have input into the environmental review process prior to the environmental analysis being finalized. NOTE: These letters will need to be sent out by the City on City letterhead. DD&A will summarize the findings in the IS/MND.

DD&A will submit an electronic copy of the Administrative Draft IS/MND, including Draft Biological Resources Report, to the City and Applicant for review and comment. After review of the Administrative Draft IS/MND, DD&A will revise the document based on the comments received. DD&A assumes that the City and Applicant will provide one set of written comments on the Administrative Draft IS/MND, either in letter form or on a single copy of the document. DD&A will then submit an electronic Screencheck Draft, Draft Notice of Completion (NOC), Draft Summary Form, and Draft Notice of Intent (NOI) for final review by the City and Applicant.

After review of the Screencheck Draft IS/MND and draft notices, DD&A will finalize the documents and prepare the Public Draft IS/MND for the public distribution. DD&A will file the NOI with the Monterey County Clerk for 20-day public review, per CEQA requirements for local agency projects. The document will be available in Adobe Acrobat (pdf) format for posting on the City's website. This scope assumes that all public mailings and publication (of documentation, notices, etc.) will be conducted and paid for by the City. This task assumes that the City will be responsible for publishing the notice in the Monterey County Weekly or other local newspaper. DD&A will provide copies of the NOI to be posted at City Hall and on-site. If required, DD&A will work with the City to upload the Public Draft IS/MND to the State Clearinghouse's "CEQA Submit" system, in fulfillment of CEQA requirements for state-level review. If state-level review is required, the IS/MND will require a 30-day public review period.

#### **Task 6. Prepare Final CEQA Document**

DD&A will respond to public comments on the Public Draft IS/MND received during the public review period. DD&A, in consultation with the City and Applicant, will prepare formal responses to these comments. The comment letters and responses, as well as any necessary changes to the text of the Public Draft IS/MND, will be incorporated into the Draft Final IS/MND and Draft Mitigation Monitoring and Reporting Program (MMRP) and submitted to the City and Applicant for review and comment. After receiving and incorporating comments from the City and Applicant, DD&A will prepare the Final IS/MND, MMRP, and a Notice of Determination (NOD) for filing with the Monterey County Clerk and State Clearinghouse, if required. The document will be available in Adobe Acrobat (pdf) format for posting on the City's website. This scope of work assumes that the City will provide draft staff report, resolution, and findings to DD&A for review and comment. This scope assumes that all public mailings and publication (of documentation, notices, etc.) and will be conducted and paid for by the City, including the NOD filing fee.

#### **Task 7. Project Management, Meetings, and Coordination**

DD&A will work in close coordination with the City and Applicant throughout the duration of the project, including phone and email correspondence. In addition to the meetings described in Tasks 1 and 2, DD&A will attend up to two (2) additional meetings/conference calls throughout the duration of the project, including hearing attendance for consideration of the project and CEQA document. This scope of work assumes DD&A will assist with the preparation of meeting materials and presentation at hearing, as needed. In addition, DD&A will provide project management services, including subconsultant administration and management, schedule and budget monitoring and reporting, and client coordination up to the total estimated budget provided.

### **ASSUMPTIONS**

This scope assumes that the City will conduct all distribution tasks required by CEQA. This scope assumes that the City will have minimal and typical comments on the draft documents. If excessive comments are received, additional budget may be required. This scope assumes that the City will review document drafts in an expeditious manner. If the project timeline is extended resulting from excessive review and response times,

additional budget may be required. This scope assumes that the project description will not change after initiating the document preparation. If changes to the project occur, additional budget may be required.

This scope and budget assume no additional technical reports not identified herein will be required for completion of the CEQA document. If additional technical subconsultants are determined to be required at a later date, a scope and budget amendment would be required or the technical subconsultants would be contracted directly through the City. This budget also assumes that only electronic formats of the CEQA document and associated notices will be produced. If hardcopies are requested by the City, an add-on to the contract would be required and the cost would be based on the production cost.

### **COST ESTIMATE**

This project will be billed by task on a time-and-materials basis, as shown in the attached budget estimate. The not-to-exceed amount is an estimate based on the assumptions above and is subject to change if additional work is required beyond that described in this proposal.

### **SCHEDULE**

DD&A is available to begin work immediately upon approval of the proposed scope and budget. A project schedule and expected deadlines can be articulated during project initiation.



Denise Duffy & Associates, Inc. Estimated Budget for MONTEREY PENINSULA ENGINEERING RECYCLE CRUSHING YARD PROJECT														
Task #	Task Description	Rates			Senior Project Manager Elin Hawkeyne	Senior Planner/Scientist	Associate Planner/Scientist/Architect	Assistant Planner/Scientist	GIS Specialist/Graphic	Administrative Manager	Responses	Admin Fee	Subtask Totals	Task Total
1	Project Initiation/Data Collection				8	2	2	4	2	1	\$ 40	\$ 8	\$ 2,340	\$ 2,340
	Project Initiation/Data Collection													
2	Early Coordination with Responsible Agencies & Interested Parties													
	Coordination with agencies and stakeholders				2		2	2	1				\$ 880	\$ 2,682
	Meetings (2)				8		2	2	2	1			\$ 1,802	
3	Prepare Draft Project Description													
	Prepare Draft Project Description				2	4	8	10	4	1			\$ 3,188	\$ 3,188
4	Prepare Biological Resources Report													
	Prepare Draft Biological Resources Report				2	4	10	24	8	1	\$ 40	\$ 8	\$ 5,598	\$ 5,598
5	Prepare Draft CEQA Document													
	Prepare Admin Draft CEQA Document				4	8	20	38	10	6			\$ 9,758	\$ 14,917
	Prepare Screencheck Draft CEQA Document and Noticing				1	4	8	10	2	2			\$ 3,113	
	Prepare Public Draft CEQA Document				1	2	4	8	1	2			\$ 2,046	
6	Prepare Final CEQA Document													
	Response to Public Comments & Prepare Final CEQA Document				2	4	6	20	2	4			\$ 4,276	\$ 5,448
	Mitigation Monitoring and Reporting Program (MMP) and NOD				2	2	2	4		1			\$ 1,372	
7	Project Management, Meetings, and Coordination													
	Meetings and Coordination				12	1	1	4	2	2	\$ 40	\$ 4	\$ 3,220	\$ 5,330
	Meetings/Conference Calls (2) and Hearing				8	1	1	4	2	2			\$ 2,478	
	Coordination (phone and email) with City staff				4								\$ 700	
	Project Management				10					4			\$ 2,110	
	Total Budget				\$ 8,750	\$ 4,402	\$ 7,308	\$ 13,104	\$ 3,663	\$ 2,340	\$ 120	\$ 16	\$ 39,703	\$ 39,703