County of Santa Cruz 0205

PLANNING DEPARTMENT
701 OCEAN STREET, SUITE 400, SANTA CRUZ, CA 950604073
(831) 454-2580 FAX: (831) 454-2131 ADD: (831) 454-2123
ALVIN D. JAMES, DIRECTOR

BOARD OF SUPERVISORS AGENDA: 6/19/01

June 5, 2000

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz CA 95060

SUBJECT: Approval of Contract to Prepare an Environmental Impact Report/ Environmental Impact Statement for the E. Cliff Drive Seawall and Parkway Project

Members of the Board:

The U.S. Army Corps of Engineers and the County Redevelopment Agency are working together to propose a coastal bluff stabilization and parkway project for East Cliff Drive and its adjoining bluff in the Pleasure Point area. The Environmental Coordinator has determined that an Environmental Impact Report (EIR) will be required to evaluate the environmental effects of the project. The Corps of Engineers has made a determination that an Environmental Impact Statement (EIS) as required by the National Environmental Policy Act is necessary to evaluate the project. To minimize the time and cost required for these studies, the County and Corps have agreed to have a joint document prepared with the County acting as the lead in contracting with the consultant. The combined EIR/EIS will evaluate the effects of the new facilities on the scenic viewshed, wave and beach sand dynamics, geological concerns and biological resources as well as several other issues. A Request for Proposals was sent to three EIR consulting firms in April. The San Francisco firm of Tetra Tech, Inc. was selected to prepare the EIR/EIS.

The consultant contract (Attachment 1) provides a scope of work which will provide a thorough analysis of the environmental issues of the project. The estimated cost for the preparation of the EIR is $339,646.90 this contract requires approval by your Board because the cost associated with the contract exceeds the $10,000 administrative limit set by your Board for EIR contracts (Resolution 418-97). The Redevelopment Agency, acting as the applicant, will use funds budgeted for this purpose to pay for the cost of the consultant and will deposit funds in County Planning's EIR budget through journal entry transfer. Consistent with an earlier cost sharing agreement with the Corps of Engineers, the federal agency has provided the majority of funds for the planning of the project and

will provide additional funds for project construction, if the project is approved. The Redevelopment Agency will fund the cost of preparing the EIR/EIS. A Resolution Accepting Unanticipated Revenue (Attachment 2) has been prepared for the County to accept these funds from the Redevelopment Agency budget.

It is therefore RECOMMENDED that your Board:

1. Approve the attached Resolution Accepting Unanticipated Revenue (Attachment 2); and

2. Authorize the Planning Director to approve the attached contract (Attachment 1) on behalf of the County, including any subsequent amendments which may be necessary to complete the environmental evaluation of the project.

Sincerely,

ALVIN D. JAMES
Planning Director

RECOMMENDED:

SUSAN MAURIELLO
County Administrative Officer

Attachments:

1 - Consultant Contract
2 - Resolution Accepting Unanticipated Revenue (AUD-60)
3 - ADM-29 Form (Consultant)
4 - ADM 29 Form (Applicant)

cc: Eric Bluhm and Linda Ngim, Army Corps of Engineers
Tom Burns, Redevelopment Agency
Glen Goepfert, County Public Works
Various property owners (w/o attachments)

WPDOCS\E Cliff Dr\EIRcontr-BS.wpd/pln453

ATTACHMENT 1

0207

Contract No.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR THE
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT**

THIS CONTRACT is entered into this 19th day of June 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **Tetra Tech, Inc.** hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Preparation of an Environmental Impact Report/ Environmental Impact Statement (EIR/EIS) for the East Cliff Drive Coastal Bluff Stabilization and Parkway Project as described in the Scope of Work in Exhibit A.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Not to exceed $339,646.90 per Project Schedule and Budget shown in Exhibit B.**

3. TERM. The term of this contract shall be: **From June 19, 2001 to June** 30, 2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify defend and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S negligent performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full

term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it,

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $_____ combined single limit. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here _____ / _____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement.

For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County Planning Department
Attn: Fiscal
701 Ocean Street Room 418
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Planning Department
Attn: Fiscal
701 Ocean Street Room 418
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over IS), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and

applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of $50 000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NON-ASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following exhibits:
Exhibit A - Scope of Work
Exhibit B - Project Schedule and Budget

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

By: _____

For: Tetra Tech, Inc.
Address: 180 Howard Street
San Francisco, CA 94105
Telephone: 831-457-I 741

2. COUNTY OF SANTA CRUZ

By: _____

Alvin D. James
Planning Director

3. APPROVED AS TO INSURANCE:

By: _____

Risk Management 5-30-2001

4. APPROVED AS TO FORM:

By: _____

County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

EXHIBIT A

ATTACHMENT 1

0213

FINAL SCOPE OF WORK

UNDERSTANDING OF THE PROJECT

The proposed project involves two phases of construction including the installation of engineered seawalls designed to stabilize the cliffs along East Cliff Drive, replacement of and the addition of a new beach access stairway, demolition of an existing restroom, grading of approximately 9,000 cubic yards of material by relocating or removing existing concrete rubble and rock rip-rap and construction of a "Parkway". Phase I involves construction of the engineered seawalls in two locations: one from 33rd Ave. to 36th Ave, and the other wall near the end of 41st Ave. at The Hook". Phase I also includes the construction of new and replacement beach access stairways, demolition of an existing abandoned restroom and relocation of existing concrete rubble and rock riprap. Phase II consists of construction of roadway, pedestrian and bicycle pathway improvements from 32nd Ave. to 41st Ave., a retaining wall near 38th Ave., a new restroom, and park site development at the Pleasure Point "Overlook Park" which will also include landscaping and drainage improvements.

Tetra Tech recognizes that the County's primary objective is to conduct a complete assessment of the project's potential environmental impacts within a short time frame. Tetra Tech is in a position to conduct the work as outlined in the RFP under the following time frame: An Administrative Draft EIR/EIS will be delivered within 8 weeks of contract approval. A Draft EIS will follow two weeks after the ADEIS comments have been received and addressed as a "screen check" review copy. The complete Public DEIS will be ready for publication seven (7) days after approval of the DEIS. To meet these ends, Tetra Tech has developed a technical and management approach that takes this time frame into account. Tetra Tech has enlisted qualified local specialists that round out a project team that is experienced in coastal and transportation planning, that is knowledgeable of geological and environmental issues on the Santa Cruz Coast, and that has a track record of successful CEQA and NEPA document preparation.

With locations throughout coastal California, ranging from Arcata to San Diego, Tetra Tech is uniquely qualified to address environmental issues of concern in the project area, particularly coastal issues. Tetra Tech has recently worked successfully for Santa Cruz County to prepare a joint NEPA/CEQA document for a proposed fiber optic cable project. And we are currently the US Army Corps of Engineers on-call water resources contractor for the San Francisco District. We have undertaken twenty-four projects to date for the San Francisco District under this contract, including a California red-legged frog survey for a levee repair project on the Pajaro River in Santa Cruz County and a joint EIR/EIS for a coastal restoration project.

The East Cliff Drive project area lies adjacent to the Monterey Bay National Marine Sanctuary. In addition to our experience in evaluating the effects of undersea cable projects on this unique environment, we prepared a water quality assessment of the MBNMS that the MBNMS used to develop its long-term water quality monitoring strategy. Other coastal experience includes completion of a third-party independent review of the Administrative Draft EIR for the Global West Fiber Optic Cable

ATTACHMENT 1

3214

Project, under contract to the California State Lands Commission. This project included alternative landing sites in Santa Cruz County.

Tetra Tech also performed hydrologic, hydraulic, and scour analyses to assess drainage-related impacts and mitigation measures as part of an EIR for a pipeline that would carry crude oil from the Santa Barbara area to Long Beach. We also conducted four separate studies for the Morro Bay National Estuary Program involving stream flow and sediment loading, habitat characterization and assessment, bay bathymetry and tidal circulation, and bay nutrients. These and other relevant projects demonstrate our knowledge and understanding of the California coast and anticipated issues of concern for the proposed project.

GENERAL APPROACH

The County and the US Army Corps of Engineers require an EIR/EIS that is in full compliance with both CEQA and NEPA and that meets the standards established by the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000-153 87 [1999]) and by ACOE's NEPA Guidelines (33 CFR Part 230, 32 CFR Chapter 11). Our experience in preparing, executing, and reviewing complex and controversial CEQA and NEPA programs has given us a full appreciation for the potential complexities and issues associated with preparing the East Cliff Drive Parkway and Bluff Stabilization EIR/EIS. We understand the following elements will be an important part of the CEQA and NEPA compliance process:

- The EIR/EIS needs to respond to all issues developed from comments on the notice of preparation (NOP) and notice of intent (NOI), issues raised during public comment meetings, and any comments received by the County and ACOE prior to completing the document.
- The impact analysis must be based on sound and defensible science to support the legal adequacy of the EIR/EIS.
- Other regulations, such as the federal and state Endangered Species Acts, Coastal Zone Management Act, Marine Mammal Protection Act, Magnuson Fisheries Conservation Management Act, Clean Water Act, Rivers and Harbors Act, and Fish and Wildlife Coordination Act must be addressed and integrated, where applicable, into the relevant EIR/EIS sections.
- The status of all necessary agency consultations (such as Section 7/10 of the Endangered Species Act and Section 106/110 of the National Historic Preservation Act) must be included, as well as any permitting requirements, such as those from the US Army Corps of Engineers.
- To meet or exceed the lead agencies' proposed schedule, it will be critical that the Tetra Tech project team have available at the time of contract award all materials previously prepared or being prepared by the Applicant, including background technical reports as listed in the RFP.

An EIR/EIS should be prepared with a sufficient degree of analysis to provide decision-makers with enough information to understand environmental consequences. The focus of the environmental analysis will be on legal and technical adequacy, completeness, and a good faith effort at full disclosure. With respect to adequacy, our overall approach for each environmental issue will be to consider the following:

- Reasonableness of potential impacts of the proposed project;

ATTACHMENT 1

0215

- Accuracy and completeness of data used to support impact analysis for each environmental issue;
- Defensibility of all impact conclusions;
- Relevance and applicability of mitigation to identified impacts and whether impacts are mitigated to less than significant levels;
- Ability of analysis to fully satisfy applicable regulatory requirements or satisfy them to the fullest extent possible; and
- Ability of analysis to consider all applicable laws and regulations.

SPECIFIC TASKS AND METHODOLOGIES

Administrative Draft EIR/EIS

The Administrative Draft EIR/EIS will include all the elements required under both CEQA (CEQA Guidelines, California Code of Regulations Title 14, Sections 15120-15132) and NEPA (40 Code of Federal Regulations Part 1500-1508) and will focus the analysis on significant impacts and mitigations. Tetra Tech will prepare four copies of the Administrative Draft EIR/EIS for review by the County, the Redevelopment Agency, and the US Army Corps of Engineers. Tetra Tech's proposed methodologies for completing the EIR/EIS are described in greater detail below.

Project Description

Description of the project is one of the **most** important and fundamental tasks in the CEQA and NEPA processes because it introduces the reader to the proposed undertaking. The project description also serves as a foundation for the consistent analysis of all of the environmental issues and for evaluating potential impacts of the proposed project. The project description will be carefully crafted to be complete, clear, and concise. It will be written clearly so the process and conclusions can be easily understood by decision-makers and the public,

In preparing the project description, Tetra Tech will review all applicable information supplied by the Applicant including the Initial Study, all technical reports prepared for the project on file at the County Planning Department, other records contained in County, State Lands Commission, and US Army Corps of Engineers files, and that from published sources, such as journal articles and relevant environmental documents. Tetra Tech also will undertake a careful independent systems and civil engineering evaluation of the proposed project to verify that it is realistic, appropriate, and complete in scope. Any concerns or recommendations regarding these aspects of the project will be identified immediately and discussed with the County and the US Army Corps of Engineers. If necessary, Tetra Tech will consult with the Applicant to clarify any questions regarding the proposed project.

Key elements to be included in the project description are as follows:

- Clarification of the background of the project;
- Establishment and analysis of the purpose and need for the project, with respect to goals and objectives of the Applicant;

ATTACHMENT 1

0216

- Explanation and justification for selecting the proposed staircase sites and restroom site and a description of other potential sites and reasons why they were not selected;
- Characterization of construction techniques, including areas of disturbance, workforce, equipment requirements, and schedule;
- Identification of proposed maintenance activities anticipated after construction;
- In accordance with the CEQA Guidelines (Section 15 124[d]), a list of all potential permits and review requirements from applicable federal, state, and local agencies that would likely be involved in the project approval and implementation process.

Summary

In accordance with CEQA Guidelines Section 15123, the EIR/EIS will include a summary that provides the reader with an overview of the proposed project, project alternatives, and impacts. A complete and thorough synopsis of the project and its consequences is important because often the summary is the only section of the EIR/EIS that reviewers read. Tetra Tech will prepare a comprehensive impact and mitigation summary table, identifying the class of impact.

Environmental Setting/Land Use and Coastal Zone Policy Consistency

The EIR/EIS will include a chapter describing the regional and local setting for each environmental issue that could be affected by the proposed project. The environmental setting for each environmental issue will provide a clear and definite analysis of the location, extent, and character of resources on and adjacent to the project site. The Tetra Tech project team will conduct a peer review of available data, and will incorporate relevant information into the applicable environmental setting sections.

In accordance with CEQA Guidelines Section 15125(b), the EIR/EIS also will include a description of the project's consistency with applicable county, city, state, and federal plans and policies. A table will be provided that identifies each relevant policy and summarizes the way the project is or is not consistent with the policy. For any policy consistency situation that needs to be explained in more detail, an expanded text discussion will be included. As stated in the RFP, the County will provide the consultant with the relevant policies of the General Plan / Local Coastal Plan, and County Planning staff will assist in the overall analysis and act as a resource regarding the history and objectives of the various policies. The State Coastal Act may relate to the project regarding recreational uses and impacts to neighbors such as parking. Tetra Tech will review the existing parking situation and make determinations as to the potential impacts the project may have in light of County and State Coastal Act policies.

We anticipate that the project will require a federal Coastal Consistency determination, and that most of the information needed for this submittal will be developed in preparation of the EIS/EIR. Tetra Tech will identify any inconsistencies of the project with the County General Plan and the Local Coastal Program, and will address specific issues identified by the State Coastal Commission in its review of the project Notice of Preparation. Among the issues that will be addressed in the EIR/EIS are the project need, its visual impacts, effects on coastal access, and effects on sand supply of beaches. In their comments, the Coastal Commission requests that a large number of specific issues or options be addressed.

ATTACHMENT 1

0217

Tetra Tech will provide suggestions to the County as to how to address these issues within the DEIS/EIR.

Permits

Tetra Tech will incorporate in the DEIS/DEIR, to the extent possible, data necessary relevant to obtaining permits for the project. Among the potential permit requirements for the project would be compliance with the state general construction non-point source permit. The project will also require approvals from the Monterey Bay National Marine Sanctuary, State Lands Commission, and possibly Regional Water Quality Control Board. The EIS/EIR will identify or address, to the extent possible, the information requirements needed for approval from these agencies.

Alternative Development and Analysis

Currently, in addition to the No Action alternative, two project alternatives have been identified. Each of the project alternatives would include a seawall component and a parkway component, which would be constructed in two phases. According to the Initial Study, construction of the seawall (Phase I) is anticipated to begin in April and to end in September or October, to take advantage of lower tides and lessen the potential impacts on biota in the intertidal zone. Although the timing of construction of the parkway component (Phase II) is not specified, it may be advantageous to schedule construction for the dry season, approximately April to September, in the year following completion of Phase I. Alternatively, since this corresponds to the period of maximum road use, it may be preferable to schedule Phase II for the winter, to allow for delays due to weather, and to mitigate for potential storm water runoff impacts.

The Phase II components of the two project alternatives are currently not differentiated. The principal components of the Phase I portion of the proposed project are two seawalls, one 1,100 feet long extending approximately between Thirty-Third Avenue and Thirty-Sixth Avenue; and another approximately 300 feet long, at the "Hook, "terminating near Forty-First Avenue. The seawall is designed to armor the cliff face. It would consist of a 10" to 12" thick structural layer covered by a thinner sculptured layer designed to match the color and texture of the natural cliff face. The sea wall would extend to the top edge of the cliff, and would be secured to the cliff face, with a grid of soil nails installed into both the poorly consolidated terrace deposits and the more highly consolidated Purisima formation underlying them.. The seawall would generally conform to the existing slope, and would be founded at the base on a cement footing keyed into the bedrock of the wave-cut platform underlying the beach. The amount of sand present on the "beach" currently varies seasonally and with location. The maximum height of the seawalls would be about 35 to 40 feet.

The second project alternative would differ from the proposed project primarily in the height of the seawall, and the method of controlling erosion of the upper portion of the cliffs. The seawall would extend approximately to the elevation of the contact between the Purisima formation and the overlying Terrace deposits. The Terrace deposits on the cliff face above the wall would be vegetated to control erosion. Presumably, drainage improvements would also be implemented to control erosion.

In addition to the two alternatives described above a third alternative will be evaluated. Because of the extensive engineering required to design an entirely new alternative for groins, jettys or other shoreline protection, we are instead prepared to carry out a more generic impact assessment or evaluation of a third alternative, such as a system of groins, realizing that there is not yet any specific design submitted or prepared to evaluate in detail.

ATTACHMENT 1
0218

The development of distinct alternatives that provide a meaningful basis for comparison and evaluation of the advantages and disadvantages of the proposed alternative is an essential prerequisite for preparation of the EIS/EIR. Incompletely defined or insufficiently representative alternatives are a major cause of delays in the preparation of environmental documents.

In addition to the analysis of the two seawall alternatives and alternative #3 above, we will analyze the impacts associated with up to three different traffic alternatives, as well as the no action alternative. The three alternatives are anticipated to include: 1) the "Parkway" (proposed project) alternative as described in the RFP; 2) an alternative that shifts the pedestrian and bicycle pathway further away from the cliff edge, requiring that vehicle access only be provided for the adjacent residences and that the roadway not serve through traffic; and 3) an option that changes the one-way direction of East Cliff Drive from eastbound to westbound.

The initial task in the development of the alternatives that will undergo evaluation is a peer review of the existing technical documents developed for the proposed project. Tetra Tech proposes to bring a variety of resources to bear on this initial problem. Our team includes Dr. Gary Griggs, a recognized expert in coastal geologic processes and the author of numerous studies relating to bluff erosion and sediment transport in the coastal environment. In addition, our team includes the geotechnical engineering firm of Rutherford and Chekene, in Oakland. Together with Tetra Tech staff, our team will evaluate the technical approach of the proposed project from several perspectives, including its ability to meet the objectives of the project, its durability, and its acceptability. Using our teams experience and expertise, we will identify areas of concern, if any, associated with the current design, and will suggest options, where possible, that may also, or better meet the project objectives. Our goal will be to identify problems and also to identify opportunities for improving the performance of the alternatives, to increase the County's assurance that the project will provide the greatest benefits.

At the conclusion of our review, we will meet with County staff and present our findings. Based on our findings, we anticipate that the County may request additional analysis or design modifications from its design consultants, or we may concur with the existing analyses. In addition, we anticipate that the components of the two alternatives will be defined sufficiently so that analysis of the impacts of the alternatives can be initiated. Given the short time frame for preparing the DEIS/EIR, this technical review and selection of alternatives will need to be completed within a relatively short time after award of the contract – perhaps within two to three weeks.

We will also include information on other alternatives considered in the NEPA section "Alternatives Considered but Eliminated from Detailed Consideration". In this section we will discuss all other alternatives that were considered, such as the "other bluff protection" and describe the reasons why they are not evaluated further in the EIS/EIR.

Due to the short timeframe involved, our team's familiarity with the project area and the work we have done previously will enable us to start immediately to organize and prepare the document.

Environmental Analysis

This chapter of the EIR/EIS will begin with an introduction that clearly explains the scope and format of the environmental analysis. The analysis will consist of a

ATTACHMENT 1
0219

systematic assessment of the impacts associated with each alternative for each identified issue. We will consider all phases of the project when evaluating its impacts on the environment. Topics to be addressed for each issue include the following:

- *Thresholds of Significance.* To help determine whether a project may have a significant environmental effect, thresholds used in the environmental analysis will be based, where applicable, on legal standards, studies, surveys, reports, or other data. Tetra Tech will consult with both the County and the US Army Corps of Engineers early in the process to determine if either agency has adopted significance criteria or standards that could then be incorporated into this EIR/EIS.
- *Project Impacts.* Project impacts will be described for all alternatives. Impacts will be classified as direct or indirect, short- or long-term, and adverse or beneficial. Growth-inducing or unavoidable impacts will be clearly identified. All impacts also will be classified as Class I (significant adverse that cannot be mitigated to a less than significant level), Class II (significant adverse that can be mitigated to a less than significant level), Class III (adverse but not significant), or Class IV (beneficial).
- *Cumulative Impacts.* As required by both CEQA and NEPA, the EIR/EIS also will include a discussion of cumulative impacts associated with the proposed project in conjunction with other closely related past, present, and reasonably foreseeable future projects.
- *Mitigation Measures.* An important part of the draft EIFUEIS will be identifying the type, degree, feasibility, and effectiveness of potential mitigation measures. Where applicable, measures will be divided into those incorporated by the Applicant into the project and those recommended by Tetra Tech. The EIR/EIS will identify measurable performance standards by which the success and effectiveness of each mitigation measure can be determined and will describe how each measure avoids or substantially reduces the significant environmental effect. The EIR/EIS also will identify the responsible agency and the schedule for implementation.

Tetra Tech's proposed methodologies for each environmental issue to be addressed in the EIR/EIS are described below.

Environmental Issues

Geology, Soils and Slope Stability

Geology represents the most critical component of the physical environment in this proposed project. It is part of the foundation for the discussion of slope or coastal cliff stability, and of the depositional and erosional processes governing the evolution of the coastal landscape. The other major component is hydrology. In this project, the interaction between hydrologic and geologic processes is more important than in projects where the hydrologic issues are primarily related to water quality. In this instance, wave run-up and erosion, sediment transport by waves and wave-induced coastal currents, and erosion caused by surface drainage and ground water seepage are an integral part of the discussion of sea cliff stability and beach formation, stability, and littoral transport.

The discussion of geology will include a brief overview of the geologic setting, stratigraphy of the area, structural weaknesses of the units exposed, geomorphology,

ATTACHMENT 1

0220

and soils found in the project area. This will be followed by a more detailed discussion in which we focus on the conditions and processes that threaten or affect the stability and erosion of the cliffs and have generated the concern for a protection project. For this analysis we plan to draw heavily on the knowledge and experience of our team's expert on local geology and shoreline processes: UC Santa Cruz professor Dr. Gary Griggs. Many of the existing studies of bluff erosion, and sediment transport, littoral budgets, as well as the effectiveness and impacts of coastal protection structures in the Monterey Bay area were conducted or co-authored by Dr. Griggs. He brings both extensive firsthand knowledge of the project area and the ability to present the information to the public in a comprehensible way. Although the discussion of geologic hazards and coastal processes will be aimed at the general reader who has little background in geology, the document will provide the more technically apt reader with the resources needed to pursue these topics further.

The environmental consequences section will describe the likely effects of no project or not implementing any action. It will discuss the effects of continued wave erosion of the cliffs in the area. It will provide calculations of estimates of the average rate of sea cliff recession based on the very recent FEMA -funded studies of which Dr. Griggs was a co-author. Other effects, including those of seismic shaking, liquefaction potential, traffic-related loading and vibration, will be discussed in appropriate detail. The effects of no action will be evaluated in terms of average long-term rates of cliff recession, and threats to existing structures, utilities, coastal access, and other features.

The effects of the two project alternatives will be evaluated relative to the No Action alternative and in such a way that the alternatives can be compared to each other. In general, the alternatives are expected to result in benefits relative to the No Action alternative. However, potential or publicly perceived adverse effects, such as reductions in the quantity of sand available for beach replenishment, permanent modification of potentially significant geologic features (the cliffs), effects of catastrophic failure during an earthquake, and the potential effects of continuing erosion at the ends of the seawall will be discussed. If any adverse effects are identified as significant relative to the threshold criteria that will be defined in this analysis, then potential mitigation measures will be discussed that may reduce or eliminate those effects.

Sand Movement

The generation, delivery, and movement of sand through and within the project area involve both geologic and hydrodynamic processes. Geologic and hydrologic processes are responsible for the generation of the sand, and hydrodynamic processes (stream flow, wave action, and wave-induced currents) are responsible for its transport. Sand beaches are dynamic features that undergo seasonal changes induced by wave climate. Sand also moves alongshore under the influence of wave-induced longshore currents. There is a long history of human intervention in the coastal zone. A variety of actions can result in changes in the amount of sand generated or delivered to the shoreline, or in the amount of sand transported or retained at various locations within a littoral cell. Because of the importance and prominence of this issue to the public as well as the significance of beaches to the local population, a discussion of sand sources and transport processes in and adjacent to the project area will be provided as a separate subtopic within the discussion of the affected environment. As indicated above, Dr. Gary Griggs has worked extensively in this area and will assist in the development of this discussion.

ATTACHMENT 1

The effects of the project alternatives on sand movement and beach development will be discussed relative to the conditions expected if no project action is undertaken. These effects will be addressed in a semi-quantitative fashion, since the amount of sand generated within the project area can be estimated, but the effects of changes in wave action and currents cannot be accurately assessed without hydrodynamic modeling which has its own set of limitations. The significance of these effects will be discussed in relative terms by comparing reductions in the quantity of sand generated because of the project alternatives, to estimates of the total quantities of littoral sand that move through the project region from all sources. The effects of project alternatives on wave action and currents will be compared through analogy to effects of similar projects elsewhere.

Wave Dynamics

The issue of wave dynamics will be addressed as a separate subtopic because of its importance to the surfing community. Wave dynamics also enters the discussion of cliff erosion. Therefore, while the general discussion of waves and wave energy will be introduced in the context of its effects on cliff erosion, a separate discussion of the physics of waves and how the configuration of the bottom and the shoreline interact with offshore processes to produce recreational waves will be provided in the affected environment discussion.

Since this is likely to be a prominent issue of public concern, Tetra Tech will be prepared to discuss the issue of wave dynamics early in the preparation of the document, with the idea that discussion of existing conditions and the likely effects of the project can be initiated with stakeholders as early as possible. This is an area in which public participation is expected. We intend to assist the County in providing a forum for the public to raise these issues and obtain answers to alleviate public concerns. This is an area where Dr. Griggs has already been involved in making presentations to local surfing groups (Surfriders and Surfers Environmental Alliance).

Tetra Tech recommends that a technical addendum be prepared, incorporating the existing technical analysis of wave dynamics, but designed for the lay reader. Tetra Tech will provide comments and suggestions on this idea as part of its peer review of the wave dynamics document and subsequent discussion with the County. The technical addendum would form the basis of the impact analysis presented in the EIS/EIR.

Water Resources, Including Surface Runoff and Drainage, Ground Water Seepage, and Water Quality

The discussion of water resources will include a basic description of the hydrologic setting, including climate and rainfall, runoff and flood potential, drainage, ground water occurrence and water quality. Marine water quality will be briefly touched on as it relates to potential water quality impacts from the project, including suspended sediment loading from construction. This section of the EIR/EIS will focus on potential impacts to the project area from drainage, erosion, and sedimentation. As stated in the RFP, an erosion control plan has not been submitted to the Applicant. Of primary concern are the storm drain outfalls that discharge through the cliff face onto the proposed new cliff face, and the need to determine if special erosion control techniques need to be implemented during construction. Project plans will be reviewed to determine if design modifications and/or erosion control is required in end areas. The potential for drainage induced erosion of the seawall, perimeters of

ATTACHMENT 1

0222

the seawall where it meets natural cliff, and possible erosion of the beach will be addressed in the EIR/EIS.

Tetra Tech will also describe large-scale drainage patterns and surface water characteristics. The analysis will identify potential impacts attributable to project construction activities such as wall construction, rubble removal, grading activities or paving of bike and pedestrian pathways. We will identify best management practices to reduce potential impacts and any special local or regional requirements to control erosion and sedimentation both during and after construction. Tetra Tech will review geotechnical and geological reports prepared by applicant's consultants to assess methodology, conclusions and recommendations. Tetra Tech will discuss the peer review of reports with County staff If Tetra Tech agrees with the findings of the reports produced in the study, no further analysis will be conducted. The EIR/EIS will include a summary of existing reports and if necessary propose additional drainage or erosion control measures and identify mitigation measures if appropriate.

The indirect effects of erosion and sedimentation during construction may affect the quality of one or more identified streams proximal to the project area. Storm water and non-point source pollution has also been identified as an issue in the RFP. Tetra Tech will evaluate the impacts of concentrated runoff, the quantity of runoff, and the quality of runoff and propose measures to provide for compliance with the Clean Water Act and any other water quality requirements mandated by the jurisdiction of the California Regional Water Quality Control Board and the California Coastal Commission. Furthermore, there may be accidental spills or releases of toxic or hazardous chemicals used in construction equipment. Tetra Tech will discuss options and issues with County staff during the preparation of the DEIR/DEIS.

Tetra Tech will identify the likely types and sources of water pollution, along with potential surface water quality impacts attributable to erosion and sedimentation. We will describe potential adverse water quality effects, such as reduced dissolved oxygen and increased suspended particulates, and the potential for accidental releases of toxic chemicals such as diesel fuel. Mitigation measures for impacts related to accidental spills will be identified, and will focus on requirements that can be included as part of a spill prevention plan. Requirements from this plan could include designating separate equipment fueling areas, designating areas for fuel and petroleum product storage, and employee training in spill prevention and accidental spill clean up procedures.

Visual Resources

East Cliff Drive from 33rd Avenue to 41st Avenue is designated a County Scenic Road. The road is also visible from the near shore area of the Pacific Ocean that is part of the Monterey Bay National Marine Sanctuary. The project has been designed to improve the appearance of this section of the road by developing a landscaped "Parkway" with vista points, resurfaced roadway with curbs, gutters and a bikeway. The improvements would replace the barricaded crumbling roadway edge now in place. Although the "soil-nail" shot crete covered seawall would alter the natural physical appearance of the cliff face, it is designed to look as natural as possible with as little alteration as possible. Removal of debris from the beach area would make the beach more natural looking. The Applicant has prepared before and after photo simulations at three beach level vantage points along the proposed area of seawall from 33rd Avenue to 36th Avenue, as well as computer generated images of the existing and proposed cliff face based upon aerial topographic survey work completed in August 2000.

ATTACHMENT 1

0223

Tetra Tech will review visual simulations and models prepared for the project to determine if additional simulations are necessary If needed, Tetra Tech could provide the simulations through our subconsultants (Square One Productions and Boulderscape) as listed under Optional Task 13. We will make an independent judgment regarding the project's visual impact and adequacy of the proposed measures to treat the seawall surface. If it is determined that additional mitigation is required, Tetra Tech will recommend additional measures after discussing the recommendations with County staff during the preparation of the DEIR/DEIS. If additional mitigation is not recommended, the conclusion will be substantiated by information and arguments within the DEIR/DEIS.

Biological Resources

The proposed project has the potential to affect biological resources in two distinct areas including the intertidal environment and the coastal bluff habitat. The demolition of the abandoned restroom building, removal of concrete rubble and rip rap from the beach and construction of the seawalls may temporarily impact the intertidal biotic zone including rock shelves, tide pools, and marine life in the intertidal zone. The County's General Plan, Local Coastal Program and Sensitive Habitat Protection Ordinance consider the intertidal zone a sensitive habitat.

Tetra Tech will prepare a list of dominant plant species, wildlife species likely to populate each habitat, any special status species, and any shorebirds and invertebrates that occur in the intertidal zone. In addition, Tetra Tech will evaluate the proposed construction methodology to determine possible environmental effects during and after construction, and evaluate possible mitigation measures.

The armoring of the coastal bluff cliff with a seawall which will cover the natural cliff face may potentially create a loss of habitat to animals and plants which may inhabit, nest or forage there. This habitat will be evaluated for project impacts and possible mitigation measures. In addition to a review of existing data bases, Tetra Tech will perform a field survey of the bluff area by a qualified biologist for protected plant and wildlife species, evaluate the impacts on the species if they are found to be present, and recommend mitigation measures as necessary.

In the biological resources analysis, we will identify any permitting needs, such as Endangered Species Act (federal and state) compliance issues, Sections 404/10 permitting, and project compliance with the Marine Mammal Protection Act and Migratory Bird Treaty Act. We will describe the process to resolve potential conflicts and will discuss findings with County staff during the preparation of the DEIR/DEIS.

Recreation

The recreation analysis will focus on potential short-term impacts during project construction and any impacts that may occur as a result of the construction. For example, noise and dust generated during demolition, grading or construction activities could interfere with swimming, surfing, and hiking and could create a safety hazard to persons engaged in nearby recreation. Methods of construction, the use of heavy machinery, staging areas, construction access, operating times, and stockpiling of materials are issues that will be analyzed. Mitigation measures to minimize potential conflicts such as temporary warning signs and fencing around the construction area, or alternative access to the beach and surf area will be identified. Tetra Tech will develop this impact assessment by consulting with the County and through the incorporation of public concerns.

ATTACHMENT 1
0224

Paleontological and Cultural Resources

In the study prepared by the Applicant's consultant, the area along East Cliff Drive between 33rd Avenue and 38th Avenue was determined to have the potential to contain significant non-renewable paleontological resources. The fossils reported covered a wide variety of fossil types both common and uncommon. The report did not cover the seawall area at the end of 41st Avenue. Tetra Tech will review the existing data and assess the potential for paleontological resources at the area of the proposed seawall at 41st Avenue. A qualified paleontologist will conduct a field survey of the area at 41"' Avenue and discuss the findings with County staff during the preparation of the DEIR/EIS. Tetra Tech will also peer review the consultant's report, and recommend mitigation measures as necessary.

Tetra Tech will conduct a review of appropriate data bases and records repositories and review all cultural resources survey and evaluations completed by the Applicant to ensure compliance under CEQA and the National Historic Preservation Act (NHPA). Because the project also falls under NEPA, it may be necessary to consult with the appropriate Native California Indian community if there are potential impacts on Native American resources.

Tetra Tech will review agency consultation conducted for the project to insure that such agencies as the California State Historic Preservation Officer have been consulted. Tetra Tech also will produce a plan for unexpected discoveries encountered during construction for both cultural material and human remains.

Transportation and Safety

The roadway currently serves as a means of access to homes of the residents and as a means for recreational, pedestrian and bicycle access for the purposes of viewing and accessing the surf and ocean. The County General Plan encourages transportation improvements that provide recreational access

Construction of the project will be completed in two phases, requiring that the impact analysis be performed in four components. The first component will be a description of the existing conditions relevant to the study area and the alternatives. Then, during Phase I, while the seawall is constructed, the parkway will remain in its existing condition, although access to the beach area may be affected. The timing of the phasing will be discussed as well as any impacts on traffic and safety that may occur during construction of Phase I.

Phase II involves construction of the roadway, bicycle/pedestrian pathway, restrooms, a retaining wall, and development of the Overlook Park at Pleasure Point. The impacts on traffic and safety during this construction phase, including limitations on public access, if any, will be discussed.

Finally, the impacts of the project after build out will be discussed.

The analysis will be performed by Alta Transportation Consulting, a leading consultant in the field of bikeway and pedestrian facility planning and design, with supervision by Tetra Tech. Alta Transportation Consulting will prepare a results report that describes existing transportation and safety conditions and those expected under each of the alternatives. The results report will be prepared in the format of the EIS/EIR. If there is sufficient time available, the results report will be provided to the County for pre-review prior to submittal of the DEIS. Otherwise, it will be incorporated directly into the DEIS/EIR.

The following describes our proposed approach to the traffic and safety analysis and the assumptions of our approach.

ATTACHMENT 1

0225

Setting

Existing transportation conditions relevant to the study area and the alternatives will be described. These include:

- *Roadways, sidewalks and pathways:* It is assumed that the transportation study area boundary will be East Cliff Drive between 41st Avenue and Pleasure Point to the south, Portola Drive to the north, 30th Avenue to the west and 41"' Avenue to the east. It will include the residential streets within the area that provide direct access to East Cliff Drive. The transportation study area will be confirmed with the County.

The study area's roadways will be described in terms of classification and designation (e.g., arterial, Scenic Road, emergency response route, etc.), function, lanes and other features. In addition, key study intersections will be described in terms of existing traffic controls, turning lanes, and other features.

Existing sidewalks and pathways will be described in terms of location, condition, width and continuity.

A graphic will be prepared to illustrate the existing transportation system.

- *Traffic, pedestrian and bicycle volumes:* Existing roadway and intersection traffic volumes will be reported. This includes average weekday traffic volumes and weekend volumes. The consultant will research the County's traffic count database and use appropriate traffic volume data from within the last three years. It is assumed that the County or other sources will provide all traffic counts. The consultant will also retrieve any past pedestrian and bicycle counts that may be available for the study area.

Graphics and tables will be prepared to illustrate existing traffic, pedestrian and bicycle volumes.

- *Circulation and access provisions:* The transportation study area's traffic, bicycle and pedestrian circulation systems will be discussed. This includes features such as one-way treatments and street crossing provisions. Current access conditions for residents along East Cliff Drive will be described.

- *Service* levels: The consultant will calculate existing levels-of-service for three intersections and for East Cliff Avenue. The service level information will be determined for one peak period condition. All level-of-service analysis will be conducted using County guidelines.

- *Collision history:* A review of collisions that have occurred within the last three years will be performed. These will include all reported collisions that involved automobiles, trucks, bicyclists and/or pedestrians. This information will be retrieved from County sources. It is assumed that the County will provide a summary of collision history.

- *Parking conditions:* A survey of on-street parking availability and usage will be conducted. The survey will focus on East Cliff Drive between Pleasure Point and 41st Avenue, as well as the side-streets up to one-block to the north. The parking usage survey will be conducted on one afternoon. The survey will be conducted for up to three hours. The parking survey will be summarized in tabular form.

ATTACHMENT 1
0226

- *Transit service:* Existing transit service will be described. This includes any bus routes that provide service within or near the study area. Bus frequencies will be described.
- *Planned transportation projects:* Based on input from the County, a description of relevant planned transportation projects for the area will be provided.

In addition to the above conditions, transportation policy considerations will be provided. These include provisions from the County's General Plan.

Potential Impacts

The potential transportation and safety impacts associated with the No Build and with up to three Build alternatives will be determined and described. The Build alternatives are anticipated to include: 1) the "Parkway" alternative as described in the RFP; 2) an alternative that shifts the pedestrian and bicycle pathway further away from the cliff edge, requiring that vehicle access only be provided for the adjacent residences and that the roadway not serve through traffic; and 3) an option that changes the one-way direction of East Cliff Drive from eastbound to westbound.

The analysis will focus on the following potential areas of impact for each alternative:

- *Traffic, pedestrian and bicycle demands:* For each alternative, comparative roadway and intersection traffic projections will be provided. This includes one peak period condition of volumes along the corridor as well as at up to three intersections. For any alternatives that would re-route traffic (see next paragraph), increased and decreased travel demands will be forecast for study intersections and East Cliff Drive.
- *Circulation and access provisions:* Any proposed changes to the traffic, bicycle and pedestrian circulation system will be described and evaluated. This includes the alternative that would convert East Cliff Drive to one-way westbound operations, as well as the option that would close the roadway to through traffic. Under these conditions, diversionary travel routes for each mode will be determined with County input. Illustrations will be developed to show the potential new routings and their associated impacts.

Changes in each alternative's access to Pleasure Point will be described and evaluated, as well as any changes to' access to residential driveways or parking spaces.

All proposed crossings will be assessed, including any amenities such as raised pedestrian crossings or other traffic calming features. Their potential impacts on travel speeds, traffic diversion and potential impairment to emergency vehicle access will be noted.

- *Service levels:* For each alternative, the consultant will calculate levels-of-service for up to six intersections and for East Cliff Avenue. The service level information will be determined for both weekday and weekend peak hour conditions. In addition, each alternative's service level for pedestrians and bicyclists using the corridor will be determined.
- *Safety impacts:* Based on the traffic, bicycle and pedestrian circulation schemes associated with each alternative, the consultant will compare each option's potential to improve safety. Each alternative's key safety features will be

ATTACHMENT 1
0227

discussed. The consultant will review each alternative's potential to separate the different modes of travel, and the width and materials of the proposed travel ways. In addition, the consultant will review each alternative's potential impact to emergency vehicle routing and response times.

- *Parking conditions:* At least one Build alternative would increase the amount of on-street parking and at least one alternative would decrease the parking supply. The consultant will determine the on-street parking impacts associated with each alternative. The parking supply impacts will be compared to the actual weekday and weekend parking demands.

In addition to the above potential areas of operational impact, the consultant will evaluate the potential transportation impacts associated with the construction of the Build alternatives. Short-term impacts to traffic, pedestrian and bicycle routing will be determined. Construction impacts on parking will be assessed. In addition, the consultant will work with the County to estimate the amount of construction-related traffic each Build option would generate and the location of potential construction vehicle parking and staging areas.

Mitigation Measures

The consultant will determine potential transportation impacts that could be deemed "significant" under CEQA guidelines as well as NEPA standards. For any impacts determined to be significant, appropriate mitigating measures will be developed. These may include recommendations spanning from intersection improvements and provision of additional parking to implementation of traffic calming measures and trail and crosswalk improvement measures, etc. For any recommended mitigation measures, the consultant will determine any secondary impacts that would result upon implementation of the measures.

Emergency Services

Due to the fact the project area is adjacent to a heavily used surfing, swimming, and beach use area, the need for emergency response personnel to access the area for rescue or to conduct emergent care will be addressed in the DEIR/DEIS. East Cliff Drive also serves as the access for emergency response personnel and vehicles to the residences in the area. Tetra Tech will respond to the Santa Cruz Central Fire District's request to have emergency traffic included in the DEIR/DEIS, and recommend mitigation measures as necessary to accommodate emergency access to the areas both during the time of construction and after completion of the project.

Air Quality

Our air quality analysis will focus on the short-term effects related to construction vehicle and equipment emissions. This analysis will focus on the impact of emissions of ozone precursors, including nitrogen oxides (NO_x), reactive organic compounds (ROC), and particulate matter (PM_{10}).

In the affected environment section for air quality we will explain relevant air quality terminology, summarize relevant air quality planning and regulatory requirements, discuss federal and state air quality attainment and nonattainment designations for the project area, and summarize recent air quality monitoring data and relevant meteorological data (if dispersion modeling analyses are anticipated for impact assessment purposes).

ATTACHMENT 1
0228

The assessment of construction impacts will focus primarily on developing emission estimates for the proposed construction equipment. Projected emissions will be compared to the Santa Cruz County Air Pollution Control District (APCD) CEQA thresholds of 150 pounds per day of ROC and NO, or 82 pounds per day of PM,,. Tetra Tech will use the CALINE4 model as an area source if dispersion modeling of construction-related emissions is necessary. Modeling will take into account the distance between any nearby sensitive receptors and proposed construction activities. Measures recommended for fugitive dust control or other requirements will be designed in consultation with the Santa Cruz APCD. Regulatory evaluations for the EIR/EIS will focus on demonstrations of Clean Air Act conformity.

Noise

The demolition of the existing abandoned restroom building, grading, removal of cement and rip rap, and construction of seawalls, staircases, and pathways will result in short term dust and noise generation. Air quality may be temporarily affected by construction equipment used for the project. Construction noise may temporarily adversely affect adjacent land uses, such as the residential area or it may be inconsistent with local noise control ordinances. The affected environment section of our EIR/EIS will include a discussion on noise terminology and a description of land uses around the proposed undertaking and any noise-sensitive land uses will be identified. The distances from the noise sources to sensitive land uses will be calculated, and the existing noise environment will be characterized using noise studies and planning documents. Federal, state, and local regulations pertaining to noise issues also will be discussed.

Tetra Tech will consult with the Applicant on the nature of construction equipment to be used for the project. For each alternative, we will calculate resultant noise levels using appropriate stationary source or mobile source modeling procedures provided in tabular format and will describe noise levels at different distances from construction equipment. Mitigation for noise impacts will be provided, as appropriate. Mitigation of noise impacts near sensitive land uses will likely include limiting activities to certain times of day or days of the week, where possible.

Other Required Sections

Tetra Tech will consult with the County and US Army Corps of Engineers regarding any agency-specific requirements for content and organization of the EIR/EIS to ensure that this joint document meets the lead agencies' needs and expectations. We propose that, in addition to chapters that address project purpose and need, project description and alternatives, environmental setting, and environmental consequences, the EIR/EIS include an abstract, list of acronyms, introduction, list of agency contacts, references, list of preparers, glossary of defined technical terms, index, and applicable appendices. To enhance overall document readability, highly detailed information and technical data will be summarized in the applicable EIR/EIS section(s) and included in full in an appendix. We anticipate that the appendices will include copies of responses to the NOP and NO1 detailed diagrams of the proposed undertaking and visual simulations.

Coordination

Tetra Tech understands that preparing a combined EIR/EIS requires the close coordination and cooperation of the involved local, state, and federal agencies. We recognize that effective communication and coordination among the project team and, the US Army Corps of Engineers, the County Planning Department and the

ATTACHMENT 1
0229

County Redevelopment Agency, California Coastal Commission, and State Lands Commission is a critical element throughout the entire project. Tetra Tech's proposed management system for this project will establish clearly defined communication lines with the County and US Army Corps of Engineers and within the project team and will provide continuous feedback to the County and US Army Corps of Engineers throughout the project. The benefits to this approach are that mutual expectations are clearly understood, potential for delays are minimized, and the team assumes the role of a proactive partner with the County and the Army Corps of Engineers in completing its environmental documentation.

Tetra Tech believes that regular communication is essential to the successful completion of the project. Electronic mail services are available at Tetra Tech for instantaneous exchange of written information and computer files. These capabilities are available to all Tetra Tech team members to ensure rapid communications while maintaining information consistency and integrity. Tetra Tech's management team also will be available to attend meetings with the County, US Army Corps of Engineers, and other invited attendees to review work in progress and identify opportunities to expedite the completion schedule.

Report Preparation

The administrative draft EIR/EIS and all subsequent submittals will be prepared in compliance with County specifications. Four copies of the DEIR/DEIS will be submitted to the County no later than 8 weeks after contract approval. Tetra Tech's document production department will prepare the EIR/EIS in a format compatible for posting on the County of Santa Cruz's internet web site. Electronic, internet-ready versions of the draft EIR/EIS and final EIREIS will be sent on a CD-Rom.

Screen Check Draft EIR/EIS

After the working group reviews the administrative draft EIR/EIS, Tetra Tech will review all comments and will revise the DEIR/DEIS. We will then submit a screen check review copy of the draft EIR/EIS for final review two weeks after comments are received from the County.

Draft EIR/EIS

Tetra Tech will consult with the County and other applicable agencies via telephone to discuss any other necessary revisions to the DEIR/DEIS prior to final submission. Within 7 days of the County's approval of the DEIR/DEIS, the document will be ready for publication, with a camera ready copy delivered to the County with an additional 40 copies of the finalized DEIR/DEIS.

Internet Ready Version

The draft and final EIR/EIS shall be provided in HTML format for inclusion on the County of Santa Cruz's web site. Each section (down to the third level in the table of contents) will be provided as separate HTML files. Figures shall be provided in .jpg format and will be included in the html sections where they appear relative to the printed text. The html format table of contents will be hyperlinked to the individual sections and figures. All hyperlinks will be relative links to allow the resulting web document to be located anywhere desired by the County. All files will be provided on CDROM with their associated directory structures.

ATTACHMENT 1
0230

Mitigation Monitoring and Reporting Program

After the final EIFUEIS is complete and submitted, Tetra Tech will prepare an administrative draft MMRP. The monitoring program will be specific, and bound separately as a stand alone document for field verification of adequate implementation of mitigation measures and remedial actions used to mitigate. The administrative draft MMRP will rely on the mitigation measures identified in the final EIR/EIS.

Meetings and Public Hearings

Key project team members also will be available for all scheduled meetings. The first meeting will be to obtain baseline data and to finalize the EIIUEIS scope and schedule. Tetra Tech proposes the project team attend a kick-off meeting as early in the schedule as possible with County and US Army Corps of Engineers staff to orient and guide the team on this project. Other meetings are anticipated to refine the project description and to define project alternatives, to review work in progress and comments on the administrative draft EIR/EIS, and to strategize on responses to comments on the draft EIR/EIS. As stated in the RFP, Tetra Tech will be prepared to discuss the issue of Wave Dynamics in a public forum, with specific reference as to how the project will or will not affect surfing activities.

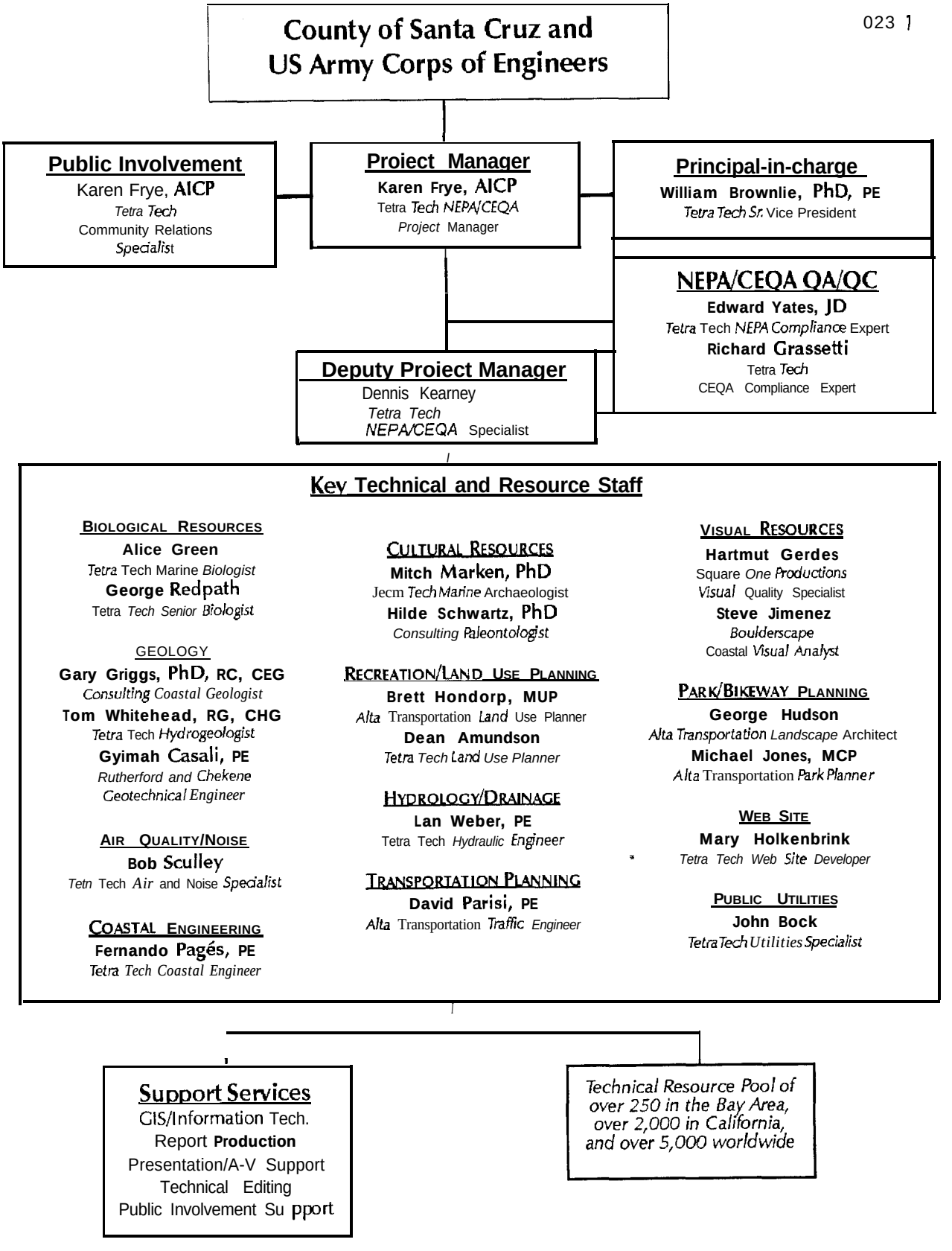
Schedule

Tetra Tech recognizes the County's need to expeditiously prepare a thorough and adequate EIR/EIS, starting with submittal of the administrative draft EIFUEIS 8 weeks after contract award. We feel that the key to meeting this aggressive schedule is finalizing the project description and alternatives. To accomplish this, we have added a deliverable for the proposed action. We also request the timely delivery of background technical reports prior to contract award will enable us to meet this aggressive schedule. Although we recognize that alternatives can develop during preparation of the environmental document, any substantive changes to the proposed project and alternatives may affect the overall project schedule, as well as costs.

Tetra Tech has an excellent understanding of what is required in terms of critical and support disciplines derived from our long history of preparing environmental compliance documentation. The Tetra Tech team has the technical capability and ample capacity to devote to this project.

Project Team

The project team is shown on the organizational chart on the following page. Karen Frye will act as project manager in the preparation of the EIR/EIS. In accordance with County Environmental Review Guidelines, the project team's work will be reviewed by the County Planning Department. The team's primary contact with the County will be the Deputy Environmental Coordinator.


County of Santa Cruz and US Army Corps of Engineers
Public Involvement
Karen Frye, AICP
Tetra Tech
Community Relations Specialist
Project Manager
Karen Frye, AICP
Tetra Tech NEPA/CEQA Project Manager
Principal-in-charge
William Brownlie, PhD, PE
Tetra Tech Sr. Vice President
NEPA/CEQA QA/QC
Edward Yates, JD
Tetra Tech NEPA Compliance Expert
Richard Grassetti
Tetra Tech
CEQA Compliance Expert
Deputy Project Manager
Dennis Kearney
Tetra Tech
NEPA/CEQA Specialist
Key Technical and Resource Staff
BIOLOGICAL RESOURCES
Alice Green
Tetra Tech Marine Biologist
George Redpath
Tetra Tech Senior Biologist
GEOLOGY
Gary Griggs, PhD, RC, CEG
Consulting Coastal Geologist
Tom Whitehead, RG, CHG
Tetra Tech Hydrogeologist
Gyimah Casali, PE
Rutherford and Chekene Geotechnical Engineer
AIR QUALITY/NOISE
Bob Sculley
Tetn Tech Air and Noise Specialist
COASTAL ENGINEERING
Fernando Pagés, PE
Tetra Tech Coastal Engineer
CULTURAL RESOURCES
Mitch Marken, PhD
Jecm Tech Marine Archaeologist
Hilde Schwartz, PhD
Consulting Paleontologist
RECREATION/LAND USE PLANNING
Brett Hondorp, MUP
Alta Transportation Land Use Planner
Dean Amundson
Tetra Tech Land Use Planner
HYDROLOGY/DRAINAGE
Lan Weber, PE
Tetra Tech Hydraulic Engineer
TRANSPORTATION PLANNING
David Parisi, PE
Alta Transportation Traffic Engineer
VISUAL RESOURCES
Hartmut Gerdes
Square One Productions
Visual Quality Specialist
Steve Jimenez
Boulderscape
Coastal Visual Analyst
PARK/BIKEWAY PLANNING
George Hudson
Alta Transportation Landscape Architect
Michael Jones, MCP
Alta Transportation Park Planner
WEB SITE
Mary Holkenbrink
Tetra Tech Web Site Developer
PUBLIC UTILITIES
John Bock
Tetra Tech Utilities Specialist
Support Services
GIS/Information Tech.
Report Production
Presentation/A-V Support
Technical Editing
Public Involvement Support
Technical Resource Pool of over 250 in the Bay Area, over 2,000 in California, and over 5,000 worldwide

ATTACHMENT 1

Consultant Contract

EXHIBIT B
0232

Task 1: Kick-off Meeting, review of reports, and Project Description

Labor	Hours	Unit Price	Total
Principal	12	$125.00	**$1,500.00**
Project Management	42	$100.00	**$4,200.00**
Senior Scientist I Engineer	100	$90.00	**$9,000.00**
Staff Scientist I Engineer		$79.00	$0.00
Associate Scientist I Engineer	8	$68.00	$0.00
GIS/IT	0	$60.00	$0.00
CADD / drafting	24	$55.00	**$1,320.00**
Word Processing	16	$45.00	$720.00
Administrative	8	$40.00	$320.00
Labor Subtotal			**$17,060.00**
Other Direct Costs			
Reproduction			
b&w	125	$0.06	$7.50
color	0	$1 .oo	$0.00
Computer	60	$7.50	$450.00
Travel	1	$500.00	$500.00
Telephone I Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	2	$18.00	$36.00
ODC Subtotal			$993.50
Subcontractors			
Gary Griggs			**$5,250.00**
Rutherford and Chekene			**$11,424.00**
Square One Productions			$0.00
Hilde Schwartz			$800.00
Alta Transportation			**$2,400.00**
markup	10%		**$1,987.40**
Subcontractor Subtotal			**$21,861.40**
(Task Total			**$39,914.90**

'ask 2: Administrative Draft **EIR/EIS**

.abor	Hours	Unit Price	Total
'rincipal	12	$125.00	**$1,500.00**
'roject Management	160	$100.00	**$16,000.00**
3enior Scientist / Engineer	220	$90.00	**$19,800.00**
3taff Scientist / Engineer	360	$79.00	**$28,440.00**
Associate Scientist / Engineer	80	$68.00	**$5,440.00**
3IS/IT	0	$60.00	$0.00
CADD I Drafting	80	$55.00	**$4,400.00**
Nord Processing	80	$45.00	**$3,600.00**
Administrative	12	$40.00	$480.00
Labor Subtotal			**$79,660.00**
Other Direct Costs			
Reproduction			
b&w	1000	$0.06	$60.00
color	0	$1.00	$0.00
Computer	2 6 0	$7.50	**$1,950.00**
'ravel			$250.00
'elephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	8	$18.00	$144.00
ODC Subtotal			**$2,404.00**
Subcontractors			
Gary Griggs			**$2,250.00**
Rutherford and Chekene			**$1,040.00**
Square One Productions			$0.00
Hilde Schwartz			**$3,200.00**
Alta Transportation			**$26,000.00**
markup	10%		**$3,249.00**
Subcontractor Subtotal			**$35,739.00**
Task Total	**$117,803.00**		

ATTACHMENT 1

0233

Task 3: Screen Check Draft EIR/EIS

Labor	Hours	Unit Price	Total
Principal	8	$125.00	$1,000.00
Project Management	80	$100.00	$8,000.00
Senior Scientist / Engineer	72	$90.00	$6,480.00
Staff Scientist / Engineer	112	$79.00	$8,848.00
Associate Scientist I Engineer	32	$68.00	$2,176.00
GIS/IT	0	$60.00	$0.00
CADD / Drafting	40	$55.00	$2,200.00
Word Processing	52	$45.00	$2,340.00
Administrative	8	$40.00	$320.00
Labor Subtotal			**$31,364.00**
Other Direct Costs			
Reproduction			
b&w	1,000	$0.06	$60.00
color	0	$1.00	$0.00
Computer	120	$7.50	$900.00
Travel			$0.00
Telephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	8	$18.00	$144.00
ODC Subtotal			**$1,104.00**
Subcontractors			
Gary Griggs			$1,200.00
Rutherford and Chekene			$0.00
Square One Productions			$0.00
Hilde Schwartz			$0.00
Alta Transportation			$3,140.00
markup	10%		$434.00
Subcontractor Subtotal			**$4,774.00**
Task Total			**$37,242.00**

Task 4: Draft EIR/EIS

Labor	Hours	Unit Price	Total
Principal	4	$125.00	$500.00
Project Management	40	$100.00	$4,000.00
Senior Scientist / Engineer	40	$90.00	$3,600.00
Staff Scientist / Engineer	40	$79.00	$3,160.00
Associate Scientist I Engineer	12	$68.00	$816.00
GIS/IT	40	$60.00	$2,400.00
CADD / Drafting	12	$55.00	$660.00
Word Processing	24	$45.00	$1,080.00
Administrative	4	$40.00	$160.00
Labor Subtotal			**$16,376.00**
Other Direct Costs			
Reproduction			
b&w	8200	$0.06	$492.00
color	0	$1.00	$0.00
Computer	60	$7.50	$450.00
Travel			$250.00
Telephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	8	$18.00	$144.00
ODC Subtotal			**$1,336.00**
Subcontractors			
Gary Griggs			
Rutherford and Chekene			
Square One Productions			
Hilde Schwartz			
Alta Transportation			$1,000.00
markup	10%		$100.00
Subcontractor Subtotal			**$1,100.00**
Task Total			**$18,812.00**

ATTACHMENT 1
0234

Task 5: Administrative **Final EIR/EIS**			
Labor	Hours	Unit Price	Total
Principal	8	$125.00	$1,000.00
Project Management	80	$100.00	$8,000.00
Senior Scientist I Engineer	80	$90.00	$7,200.00
Staff Scientist / Engineer	120	$79.00	$9,480.00
Associate Scientist / Engineer	40	$68.00	$2,720.00
GIS/IT	0	$60.00	$0.00
CADD / Drafting	24	$55.00	$1,320.00
Word Processing	40	$45.00	$1,800.00
Administrative	8	$40.00	$320.00
Labor Subtotal			**$31,840.00**
Other Direct Costs			
fieproduction			
b&w	1,250	$0.06	$75.00
color	0	$1.00	$0.00
Computer	80	$7.50	$660.00
Travel			$250.00
Telephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	8	$18.00	$144.00
ODC Subtotal			**$1,069.00**
Subcontractors			
Gary Griggs			**$2,400.00**
Rutherford and Chekene			$0.00
Square One Productions			
Hilde Schwartz			$0.00
Alta Transportation			**$4,140.00**
markup	10%		$654.00
Subcontractor Subtotal			**$7,194.00**
Task Total			**$40,103.00**

Task			
Labor	Hours	Unit Price	Total
Principal	4	$125.00	$500.00
Project Management	60	$100.00	$6,000.00
Senior Scientist / Engineer	48	$90.00	$4,320.00
Staff Scientist / Engineer	60	$79.00	$4,740.00
Associate Scientist / Engineer	32	$68.00	$2,176.00
GIS/IT	0	$60.00	$0.00
CADD / Drafting	16	$55.00	$880.00
Word Processing	24	$45.00	$1,080.00
Administrative	8	$40.00	$320.00
Labor Subtotal			**$20,016.00**
Other Direct Costs			
fieproduction			
b&w	1250	$0.06	$75.00
color	0	$1.00	$0.00
Computer	60	$7.50	$450.00
Travel			$0.00
Telephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	8	$18.00	$144.00
ODC Subtotal			$669.00
Subcontractors			
Gary Griggs			$0.00
Rutherford and Chekene			$0.00
Square One Productions			
Hilde Schwartz			$0.00
Alta Transportation			**$1,140.00**
markup	10%		$114.00
Subcontractor Subtotal			**$1,254.00**
Task Total			**$21,939.00**

ATTACHMENT 1

0235

Task 7: Final EIR/EIS

Labor		Hours	Unit Price	Total
Principal		2	$125.00	$250.00
Project Management		40	$100.00	$4,000.00
Senior Scientist / Engineer		24	$90.00	$2,160.00
Staff Scientist I Engineer		40	$79.00	$3,160.00
Associate Scientist I Engineer		12	$68.00	$816.00
GIS/IT		40	$60.00	$2,400.00
CADD / Drafting		8	$55.00	$440.00
Word Processing		24	$45.00	$1,080.00
Administrative		0	$40.00	$0.00
Labor Subtotal				$14,306.00
Other Direct Costs				
Reproduction				
	b&w	10250	$0.06	$615.00
	color	0	$1 .oo	$0.00
Computer		48	$7.50	$360.00
Travel				$0.00
Telephone / Facsimiles				
Mailing (per document)				
	US Mail	0	$4.00	$0.00
	Express Mail	8	$18.00	$144.00
ODC Subtotal				$1,119.00
Subcontractors				
	Gary Griggs			$0.00
	Rutherford and Chekene			$0.00
	Square One Productions			
	Hilde Schwartz			$0.00
	Alta Transportation			$0.00
	markup	10%		$0.00
Subcontractor Subtotal				$0.00
Task Total				$15,425.00

Task 8: Draft Mitigation Monitoring and Reporting Program

Labor		Hours	Unit Price	Total
Principal		2	$125.00	$250.00
Project Management		8	$100.00	$800.00
Senior Scientist / Engineer		16	$90.00	$1,440.00
Staff Scientist / Engineer		40	$79.00	$3,160.00
Associate Scientist I Engineer		0	$68.00	$0.00
GIS/IT		0	$60.00	$0.00
CADD / Drafting		0	$55.00	$0.00
Word Processing		8	$45.00	$360.00
Administrative		0	$40.00	$0.00
Labor Subtotal				$6,010.00
Other Direct Costs				
Reproduction				
	b&w	200	$0.06	$12.00
	color	0	$1 .oo	$0.00
Computer		8	$7.50	$60.00
Travel				$0.00
Telephone / Facsimiles				
Mailing (per document)				
	US Mail	0	$4.00	***$0.00***
	Express Mail	2	$18.00	$36.00
ODC Subtotal				$108.00
Subcontractors				
	Gary Griggs			$0.00
	Rutherford and Chekene			$0.00
	Square One Productions			
	Hilde Schwartz			$0.00
	Alta Transportation			$0.00
	markup	10%		$0.00
Subcontractor Subtotal				***$0.00***
Task Total				$6,118.00

Task 9: Screen **Check Mitigation** Monitoring and Reporting **Program**

Labor	Hours	Unit Price	Total
Principal	0	$125.00	$0.00
Project Management	8	$100.00	$800.00
Senior Scientist / Engineer	16	$90.00	**$1,440.00**
Staff Scientist / Engineer	0	$79.00	$0.00
Associate Scientist / Engineer		$68.00	**$0.00**
GIS/IT	8	$60.00	**$0.00**
CADD / Drafting	0	$55.00	**$0.00**
Word Processing	4	$45.00	$180.00
Administrative	0	$40.00	$0.00
Labor Subtotal			**$2,420.00**
Other Direct Costs			
Reproduction			
b&w	200	$0.06	**$12.00**
color	0	$1 .oo	**$0.00**
Computer	4	$7.50	**$30.00**
Travel			$0.00
Telephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	2	$18.00	$36.00
ODC Subtotal			$78.00
Subcontractors			
Gary Griggs			**$0.00**
Rutherford and Chekene			**$0.00**
Hilde Schwartz			**$0.00**
Alta Transportation			**$0.00**
markup	10%		**$0.00**
Subcontractor Subtotal			**$0.00**
Task Total			**$2,498.00**

/Task 10: Final Mitigation Monitoring and Reporting Program

Labor	Hours	Unit Price	Total
Principal	2	$125.00	**$250.00**
Project Management	6	$100.00	**$600.00**
Senior Scientist / Engineer	8	$90.00	**$720.00**
Staff Scientist / Engineer	0	$79.00	$0.00
Associate Scientist I Engineer	0	$68.00	$0.00
GIS/IT	0	$60.00	$0.00
CADD I Drafting	0	$55.00	$0.00
Word Processing	4	$45.00	$180.00
'Administrative	0	$40.00	$0.00
Labor Subtotal			**$1,750.00**
Other Direct Costs			
Reproduction			
b&w	200	**$0.06**	$12.00
color	**0**	**$1.00**	**$0.00**
Computer	**0**	**$7.50**	**$0.00**
Travel			**$0.00**
Mileage			**$0.00**
Per **Diem**			**$0.00**
US Mail	**0**	$4.00	**$0.00**
Express Mail	**2**	$18.00	**$36.00**
ODC Subtotal			**$48.00**
Subcontractors			
Gary Griggs			**$0.00**
Rutherford and Chekene			**$0.00**
Square One Productions			
Hilde Schwartz			**$0.00**
Alta Transportation			**$0.00**
markup	10%		**$0.00**
Subcontractor Subtotal			**$0.00**
Task Total			**$1,798.00**

ATTACHMENT 1

Task 11 (OPTIONAL): Additional Meetings (4)

Labor	Hours	Unit Price	Total
Principal	0	$125.00	$0.00
Project Management	32	$100.00	$3,200.00
Senior Scientist I Engineer	32	$90.00	$2,880.00
Staff Scientist I Engineer	0	$79.00	$0.00
Associate Scientist / Engineer	0	$68.00	$0.00
GIS/IT	0	$60.00	$0.00
CADD / Drafting	0	$55.00	$0.00
Word Processing	4	$45.00	$180.00
Administrative	0	$40.00	$0.00
Labor ***Subtotal***			$6,260.00
Other Direct Costs			
Reproduction			
b&w	0	$0.06	$0.00
color		$1.00	$0.00
Computer	8	$7.50	$0.00
Travel			$600.00
Mileage			$0.00
Per Diem			$0.00
US Mail	0	$4.00	$0.00
Express Mail	0	$18.00	$0.00
ODC ***Subtotal***			$600.00
Subcontractors			
Gary Griggs			$0.00
Rutherford and Chekene			$0.00
Square One Productions			
Hilde Schwartz			$0.00
Alta Transportation			$0.00
markup	10%		$0.00
Subcontractor Subtotal			$0.00
Task Total			$6,860.00

Task 12 (OPTIONAL): Traffic Counts

Labor	Hours	Unit Price	Total
Principal	0	$125.00	$0.00
Project Management	4	$100.00	$400.00
Senior Scientist / Engineer	0	$90.00	$0.00
Staff Scientist / Engineer	0	$79.00	$0.00
Associate Scientist I Engineer	0	$68.00	$0.00
GIS/IT	0	$60.00	$0.00
CADD I Drafting	0	$55.00	$0.00
Word Processing	0	$45.00	$0.00
Administrative	2	$40.00	$80.00
Labor Subtotal			$480.00
Other Direct Costs			
Reproduction			
b&w	0	$0.06	$0.00
color	0	$1.00	$0.00
Computer	0	$7.50	
Travel			3..%
Mileage			$0.00
Per Diem			$0.00
US Mail	0	$4.00	$0.00
Express Mail	0	$18.00	$0.00
ODC Subtotal			$0.00
Subcontractors			
Gary Griggs			$0.00
Rutherford and Chekene			$0.00
Square One Productions			
Hilde Schwartz			$0.00
Alta Transportation	Subtask a		$2,850.00
Alta Transportation	Subtask b		$4,900.00
markup	10%		$775.00
Subcontractor Subtotal			$8,525.00
Task Total			$9,005.00

ATTACHMENT 1

Task 13 (OPTIONAL): Visual Simulations (2)			
Labor	Hours	Unit Price	Total
Project Management	0	$100.00	$0.00
Senior Scientist / Engineer	4	$90.00	$360.00
Staff Scientist I Engineer	8	$79.00	$632.00
/Lsociate Scientist I Engineer		$68.00	$0.00
GIS/IT	8	$60.00	$0.00
CADD I Drafting	0	$55.00	$0.00
\Nord Processing	0	$45.00	$0.00
Administrative	2	$40.00	$80.00
Labor Subtotal	0	$0.00	$0.00
Labor Subtotal			**$1,072.00**
Other Direct Costs			
Reproduction			
b&w	0	$0.06	$0.00
color	0	$1.00	$0.00
Computer	0	$7.50	$0.00
Travel			$0.00
Mileage			$0.00
Per Diem			$0.00
US Mail	0	$4.00	$0.00
Express Mail	0	$18.00	$0.00
ODC Subtotal			$0.00
Subcontractors			
Rutherford and Chekene			$0.00
Square One Productions			$8,000.00
Hilde Schwartz			
Alta Transportation			$0.00
Boulderscape			$1,500.00
markup	10%		$950.00
Subcontractor Subtotal			$10,450.00
Task Total			$11,522.00

Task 14 (OPTIONAL): Public Meeting Logistics/Graphics			
Labor	Hours	Unit Price	Total
Principal	0	$125.00	$0.00
Project Management	8	$100.00	$800.00
Senior Scientist / Engineer	32	$90.00	$2,880.00
Staff Scientist / Engineer	8	$79.00	$632.00
Associate Scientist I Engineer	0	$68.00	$0.00
GIS/IT	0	$60.00	$0.00
CADD / Drafting	72	$55.00	$3,960.00
Word Processing	0	$45.00	$0.00
Administrative	4	$40.00	$160.00
Labor Subtotal			$8,432.00
Other Direct Costs			
Reproduction			
b&w	0	$0.06	$0.00
Graphics Boards 'Mounted	12	$125.00	$1,500.00
Court Reporter	1	$425.00	$425.00
Travel			$250.00
Mileage			$0.00
Per Diem			$0.00
US Mail	0	$4.00	$0.00
Express Mail	0	$18.00	$0.00
ODC Subtotal			$2,175.00
Subcontractors			
Gary Griggs			$0.00
Rutherford and Chekene			$0.00
Square One Productions			$0.00
Hilde Schwartz			$0.00
Alta Transportation			$0.00
markup	10%		$0.00
Subcontractor Subtotal			$0.00
Task Total			$10,607.00

EIR/EIS **for the East Cliff Drive Parkway and Bluff Stabilization Project**

ATTACHMENT 1

Summary by Task

Task 1 : Kick-off Meeting, review of reports, and Project Description
Task 2: Administrative Draft EIR/EIS
Task 3: Screen Check Draft EIR/EIS
Task 4: Draft EIR/EIS
Task 5: Administrative Final EIR/EIS
Task 6: Screen Check Final EIR/EIS
Task 7: Final EIR/EIS
Task 8: Draft Mitigation Monitoring and Reporting Program
Task 9: Screen Check Mitigation Monitoring and Reporting Program
Task 10: Final Mitigation Monitoring and Reporting Program

Optional Tasks

Task 11 (OPTIONAL): Additional Meetings (4)
Task 12 (OPTIONAL): Traffic Counts
Task 13 (OPTIONAL): Visual Simulations (2)
Task 14 (OPTIONAL): Public Meeting Logistics/Graphics

SUMMARY OF ALL TASKS (excluding optional tasks)

Labor	**Hours**	**Unit Price**	**Total**
Principal	54	$125.00	$6,750.00
Project Management	524	$100.00	$52,400.00
Senior Scientist / Engineer	624	$90.00	$56,160.00
Staff Scientist / Engineer	772	$79.00	$60,988.00
Associate Scientist / Engineer	208	$68.00	$14,144.00
GIS/IT	80	$60.00	$4,800.00
CADD / Drafting	204	$55.00	$11,220.00
Word Processing	276	$45.00	$12,420.00
Administrative	48	$40.00	$1,920.00
Labor Subtotal			$220,802.00
Other Direct Costs			
Reproduction			
b&w	23675	$0.06	$1,420.50
color	0	$1 .oo	$0.00
Computer	700	$7.50	$5,250.00
Travel			1250
Telephone / Facsimiles			
Mailing (per document)			
US Mail	0	$4.00	$0.00
Express Mail	56	$18.00	$1,008.00
ODC Subtotal			$8,928.50
Subcontractors			
Gary Griggs			$11,100.00
Rutherford and Chekene			$12,464.00
Square One Productions			$0.00
Hilde Schwartz			$4,000.00
Alta Transportation			$37,820.00
markup	10%		$6,538.40
Subcontractor Subtotal			$71,922.40
Task Total			**$301,652.90**

OPTIONAL TASK TOTAL	$ 37,994.00
TOTAL PROJECT BUDGET (All 14 Tasks)	$339,646,90

Costing Assumptions:

This cost is based on the schedule in the SOW with a completion date in about 7 months from contract award (approximately Feb 5, 2002). Any changes to the schedule, either shorter or longer, would affect the cost.

This cost is also based on having a final project description and alternatives 95 days after contract award (approx. 7/26/01). Any changes or additions to the project description and alternatives after this date would affect the cost.

Invoicing: It is agreed that payment will be made monthly upon approval by the County of monthly invoices submitted by Tetra Tech.

Task 1: Kick-off Meeting, review of reports, and Project Description

- Assumes 12 personnel attend the kick-off meeting in Santa Cruz (8 Tt staff and 4 subs). Kick-off meeting assumed to be in the late morning, followed by a site visit in the afternoon. No overnight stay required.
- Tt to review existing data and reports and draft a project description and alternatives section. Tt to submit 4 copies of the Draft Project Description and Alternatives. Tt staff will attend one meeting to discuss the project description and alternatives. Any additional meetings needed are listed under Task 11: Meetings (optional as needed).
- Rutherford and Chekene to review geotechnical reports and provide comments/recommendations.

Task 2: Administrative Draft EIR/EIS

- Tt will submit 4 copies of the Administrative Draft EIR/EIS, estimated to be no more than 200 pages not including appendices.
- Hilde Schwartz to review paleontology report and conduct a one-day field survey.
- Tt will perform a one-day biology field survey of the bluff area.
- Tt staff (2) to attend one meeting with the County to discuss comments on the ADEIR/EIS.

Task 3: Screen Check Draft EIR/EIS

- Tt will submit 2 copies of the Screen Check Draft EIR/EIS, estimated to be no more than 200 pages not including appendices.

Task 4: Draft EIR/EIS

- Tt will submit 40 copies of the Draft EIR/EIS, estimated to be no more than 200 pages not including appendices.
- Tt will submit the Draft EIR/EIS in HTML format on CDROM.
- Tt staff (2) to attend public meeting on the DEIR/DEIS.

Task 5: Administrative Final EIR/EIS

- Tt staff to meet with County to discuss the public comments and strategize approach to responses.
- Tt will submit 4 copies of the Administrative Final EIR/EIS, estimated to be no more than 250 pages not including appendices.

Task 6: Screen Check Final EIR/EIS

- Tt will submit 2 copies of the Screen Check Final EIR/EIS, estimated to be no more than 250 pages not including appendices.

Task 7: Final EIR/EIS

- Tt will submit 40 copies of the Final EIR/EIS, estimated to be no more than 250 pages not including appendices,
- Tt will submit the Final EIR/EIS in HTML format on CDROM.

Task 8: Administrative Draft MMRP

- Tt will submit 2 copies of the Administrative Draft MMRP

Task 9: Screen Check MMRP

- Tt will submit 1 copy of the Screen Check MMRP

Task 10: Final MMRP

- Tt will submit 1 paper copy and 1 electronic copy of the Final MMRP

Task 11 (OPTIONAL): Additional Meetings

- Tt will attend additional meetings as needed with the County and other agencies at the County's request. (This is in addition to the four meetings already included in Tasks 1,2, 4 and 5). Such meetings could include project description development, other agency coordination, public meetings, and meetings with organizations or individuals. This task includes budget for 4 meetings, with 2 Tt staff attending each meeting. The per meeting cost is ¼ of the total cost for this task, and can be billed individually, in case all four meetings are not required.

Task 12 (OPTIONAL): Traffic Counts

- Subtask 12a. Tt Subconsultant (Alta Transportation) will utilize available traffic data to establish a historic circulation baseline, and supplement that with new counts at each end of the project (two (2) locations) for two (2) time periods, a weekday peak period (4-6 pm) and a weekend mid-day (12-2 pm). Alta will count vehicles, bicycles and pedestrians at these locations, and provide a summary evaluation of potential impacts to circulation, and access based on proposed changes in the one-way traffic flow.
- Subtask 12b. Should the County desire to evaluate the impacts of closing East Cliff Drive to through traffic, other than a very conceptual analysis, additional counts outside the study area will be required as will an analysis of impact to level of service, emergency access, and neighborhood intrusion. Alta would perform weekday and weekend peak period counts at an additional three locations, and perform a Level of Service analysis on those intersections.

Task 13 (OPTIONAL): Visual Simulations

- New visual simulations could be created to show more detail than the ones previously prepared by the County. The new visual simulations could show such details as the new stairs, new restroom, and revegetation. The second alternative (partial bluff armoring) could be shown. Visual simulations would be prepared by Square One Productions, with input and assistance by Boulderscape.

Task 14 (OPTIONAL): Public Meeting Logistics/Graphics

- Public Meeting support would include: facilitation of meeting, meeting logistics, court reporter, publishing announcements in local newspapers, mailing notices, exhibit hall rental, graphics exhibits, and signage. This task assumes an open-house format with up to 6 information stations with two graphics exhibits each, followed by a meeting to receive public input. Two additional Tt staff would

attend the meeting to support the technical information stations (in addition to the 2 Tt staff already allocated in Task 4).

ATTACHMENT 2

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following Resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, County of Santa Cruz is a recipient of funds from the Santa Cruz County Live Oak/Soquel Redevelopment Agency, and

WHEREAS, the County is a recipient of funds in the amount of $339,646 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of $339,646 into

Department(s): Environmental Impact Reports

T/C	Index Number	Revenue Sub-Object Number	UCD	Account Name	Amount
001	135454	1324		Environmental Svcs	$339,646

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Sub-Object Number	UCD	Account Name	Amount
021	135454	3655		Plan-Environ Impact	$339,646

****

DEPARTMENT HEAD -- I hereby certify that the fiscal provisions have been researched and that the Revenue will be received within the current fiscal year.

By _____ Date 6/06/01
Department Head

COUNTY ADMINISTRATIVE OFFICER /__/ Recommended to Board

/__/ Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 19 20 by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

135454-1324/3655

APPROVED AS TO ACCOUNTING DETAIL:

P Gillaugh 6-11-01

Auditor-Controller

Distribution:
Auditor-Controller
County Council.
County Administrative Officer
Originating Department

AUD60 (Rev 5/94)

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 4

0245

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: PLANNING (Dept.)

(Signature) 6/6/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz Planning Department (Agency)

and County of Santa Cruz Redevelopment Agency (Name & Address)

2. The agreement will provide for the scope of work and budget for the preparation of an Environmental Impact REport and Environmental Impact Statement (EIR/EIS) on the East Cliff Drive Bluff Stabilization and Parkway Project.

3. The agreement is needed to cover the costs and scope of work for preparing the EIR/EIS

4. Period of the agreement is from June 19, 2001 to June 30, 2002

5. ~~Anticipated cost~~ Revenue is $ 339,646.90 (Fixed amount; ~~Monthly rate; Not to exceed~~)

6. Remarks: Cost paid by project applicant (Redevelopment Agency)

7. ~~Appropriations~~ Revenue is budgeted in 13545 4 (Index#) 1374 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

~~Appropriations~~ are ~~are not~~ available and ~~have been~~ will be ~~encumbered.~~ Contract No. R752 Date 6-11-01

n/a

GARY A. KNUTSON, Auditor - Controller

By Priscilla Haugh Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Planning Director to execute the same on behalf of the Planning Department (Agency).

Remark;:

(Analyst)

County Administrative Officer

By Date 6/11/01

Agreement approved as to form. Date

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conory
Auditor-Controller - Pink
Orig noting Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

33

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ 19 ____.

County Administrative Officer

By _____ Deputy Clerk

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 3

0246

TO: Board of Supervisors
County Administrative Officer
Cot nty Counsel
Auclitor-Controller

FROM: Planning (Dept.)

Nancy McMillan (Signature) 6/6/01 (Date)

The Bocrd of Supervisors is hereby requested to approve the attached agreement and outhorire the execution of the same.

1. Said agreement is between the County of Santa Cruz Planning Department (Agency)
and Tetra Tech Inc., 180 HOward Street, San Francisco, CA 94501 (Name & Address)
2. The agreement will provide for the scope of work and budget for the preparation of an Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the East Cliff Drive Bluff Stabilization and Parkway Project
3. The agreement is needed to cover the costs and scope of work for preparing the EIR
4. Period of the agreement is from June 18, 2001 to June 30, 2002
5. Anticipated cost is $ 339,646.90 (Fixed amount; ~~Monthly rate~~; Not ~~to exceed~~)
6. Remorks:. Costs paid by project applicant (Redevelopment Agency)
7. Appropriotions are budgeted in 135454 (Index#) ~~1324~~ 3655 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations (are / ~~are not~~) available and (have been / will be) encumbered. Contract No. 02467 Date 6-11-01

upon approval of Aud-60

GARY A. KNUTSON, Auditor - Controller

By F Silvaggi Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Planning Director to execute the same on behalf of the Planning Department (Agency).

County Administrative Officer

By Ed Date 6/11/01

Remarks:

GG (Analyst)

Agreement approved as to form. Date _____

Distribution.
Bd. of Supv. - White
Auditor-fontroller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originot ng Dept. - Goldenrod

'To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ 19 ____

County Administrative Officer

By _____ Deputy Clerk

ADM - 29 (6/95)