

AMENDMENT TO CONTRACT

1

The County of San Benito (“COUNTY”) and Denise Duffy & Associates, Inc., a California Corporation (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 6, 2020.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows:

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2022, to a new expiration date of June 30, 2024.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified Scope of Services:

(Insert modified or new services.)

Attachment A (Scope of Services) to the Original Contract (Exhibit 1) is hereby amended to add additional services for the preparation of the Strada Verde Innovation Park (SVIP) Project EIR and contract planning assistance for the environmental documentation and application process. Accordingly, Attachment A, is amended to add the following task to read as follows:

1. REVIEW OF 2022 APPLICATION AND CONFIRM CEQA SCOPE OF SERVICES:

CONTRACTOR will review the updated project application, Specific Plan, and other materials submitted by the Applicant as well as working with consulting planners and the COUNTY to determine additional needed technical analysis for the EIR not already addressed in the current scope of services. This task is ongoing and requires coordination with the COUNTY, Contract Planner/permitting consultant(s), and the Applicant team.

2. **ADDITIONAL EIR REVIEW/ANALYSIS – GENERAL**

CONTRACTOR will provide additional review and environmental analysis of general plan amendments and rezoning actions (that were assumed to have been approved in the SVIP Project's initiative process and 2020 plan). This task involves additional time for environmental analysis of the areas that would have been already approved under the failed initiative. This task thus provides more intensive evaluation of land use and general plan as well as additional time for environmental analysis of the following CEQA sections under the Environmental Setting/Impacts/Mitigation:

- Aesthetics/Visual
- Agricultural/Forestry Resources
- Air Quality
- Biological Resources
- Geology/Soils
- GHG/Climate Change
- Land Use/Consistency Analysis
- Population/Housing
- Public Services
- Recreation
- Utilities/Service Systems/Energy
- Alternatives
- Growth Inducement
- Cumulative
- Unavoidable Significant Impacts

Note: Hydrology/Water Quality, Water Supply, Transportation, Hazards and Hazardous Materials and Cultural Resources are addressed in Task 3, below as areas requiring additional technical consultation in addition to the above.

3. **ADDITIONAL TECHNICAL REPORTS AND CONSULTANT REVIEW – SPECIFIED ISSUE AREAS**

Due to a number of technical reports not available at the time of the contract approval in 2020, CONTRACTOR was not able to review the needed information. As technical reports are now being submitted, additional need for peer review and additional technical analysis has been identified. CONTRACTOR'S subcontractors will provide additional peer review and technical evaluation in the areas of:

- Hydrology/Water Quality/Water Supply (peer review) - Schaaf & Wheeler
- Transportation (additional peer review) - Hexagon
- Hazards and Hazardous Materials (peer review) - Cornerstone
- Cultural Resources (field studies/report) - Albion
- Tribal Consultation (consultation) - Albion
- Ethnographic Studies (optional) - Albion

Peer review will be conducted for Hydrology/Water Quality, Water Supply, and Hazards and Hazardous Materials. Additional peer review will be also added for Transportation. SUBCONTRACTOR Albion Cultural Consultants (Albion) will prepare a technical report, conduct field investigations, and assist the COUNTY in conducting required tribal consultation. SUBCONTRACTOR Albion is also available to provide optional services as requested to conduct Ethnographic Studies.

This task also includes CONTRACTOR'S time for coordination with the EIR team and technical consultants for added peer review and technical reports. CONTRACTOR will manage and provide oversight and review of pertinent deliverables for the added reports and peer reviews for the following types of documents/deliverables on behalf of the COUNTY:

- Consultant schedules, scopes, and budgets
- Additional Technical Studies, Peer Review Studies, and additional materials supporting the EIR
- Administrative Final, Screencheck, and Final Documents

CONTRACTOR will review the above deliverables and provide direction to the technical consultants, as well as to solicit and coordinate any input or internal review by the COUNTY.

4. MANAGEMENT: ADDED EFFORT FOR FINDING AND ADMINISTRATIVE RECORD

The COUNTY requested additional assistance for planning and environmental contract planning. This task thus assumes additional time for CONTRACTOR to coordinate with the COUNTY on preparation of all findings, staff reports and documentation, as well as work to ensure that the COUNTY has a complete administrative record for the project.

5. ADDED MEETINGS, COMMUNICATION, AND ADMINISTRATION: CONTRACT PLANNING ASSISTANCE

Additional effort from CONTRACTOR will be required for ongoing communication and coordination with the COUNTY, the applicant team, and various stakeholders. This scope provides time for additional meetings beyond anticipated for the 2020 approved contract limited to the work on the EIR. Additional meetings include weekly or bi-weekly regular check-in meetings with the COUNTY and the Applicant team, as needed topical meetings coordination and project management, internal County and agency meetings, email coordination, and phone conversations. Regular meetings are assumed to be with:

- COUNTY Management and Staff;
- Neighboring cities, counties, and/or other public agencies and stakeholders;
- Project Applicant and design teams; and
- Technical and permitting consultants.

This task may also include attending additional public hearings, as well as leading and coordinating environmental scoping and/or public comment meetings on behalf of the COUNTY.

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

c. Payment Terms. (Check one.)

The payment terms in the original contract (Exhibit 1) are not modified.

The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified Payment Terms:
(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$341,426.00, for the extension of services provided under the original contract through the term of this amendment, for a total contract value not to exceed \$1,045,347.00, as follows:

Original Contract:	\$ 703,921.00
<u>1st Amendment:</u>	<u>\$ 341,426.00</u>
Total:	\$1,045,347.00

Accordingly, Paragraph B-3 is hereby amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$_____ , or

a total sum not to exceed \$1,045,347.00 _____ ,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 (Special compensation Terms) of Attachment B (Payment Schedule) to the original contract (Exhibit 1), is amended to read as follows:

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

There are no additional terms of compensation.

The following specific terms of compensation shall apply:

Work will be billed monthly on a time and expenses basis, per the hourly rates provided below and effective through 12/31/2022, and adjustable thereafter.

**2022
SCHEDULE OF RATES**

Principal	\$242.00
Senior Compliance Manager/Engineering Specialist	\$204.00
Principal Planner	\$183.00
Senior Project Manager	\$175.00
Senior Botanist	\$162.00
Senior Planner/Scientist II	\$161.00
Project Manager	\$153.00
Senior Planner/Scientist	\$142.00
Assistant Project Manager	\$128.00
Environmental Biologist	\$122.00
Associate Planner/Scientist II	\$120.00
Associate Planner/Scientist I	\$116.00
Assistant Planner/Scientist II	\$108.00
Assistant Planner/Scientist I	\$104.00
GIS/Computer Specialist	\$111.00
Administrative Manager	\$ 90.00
Database/Designer/Graphics	\$ 85.00
Planning Technician	\$ 77.00
Field Technician	\$ 73.00
Production Editor	\$ 80.00
Administrative Assistant	\$ 70.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 15%. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permits, filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.

Fee structure for additional services:

Added tasks	Task Description	DD&A Labor	Sub & Expense Cost	Total
1	Review of 2022 Application & Confirm CEQA Scope of Services	\$15,760		
2	Additional EIR Review/Analysis – General Topical Areas	\$27,032		
3	Additional Technical Reports & Consultant Review – Special	\$15,756		
4	Added Tasks for Findings of Fact & Admin Record	\$12,764		
5	Added Meetings Admin: Contract Planning Assistance	\$80,175		
OTHER	Updated Cost for 2021/2022 Rate Increase	\$20,250		
SUBTOTAL		\$171,737		\$171,737
SUBS	Cultural (Albion) + admin fee		\$86,665	
	Hazardous Materials (Cornerstone) + Admin fee		\$9,975	
	Hydrology/Water Quality/Water Supply (Schaaf & Wheeler) + admin fee		\$10,500	
EXPENSES	Additional Direct Costs		\$2,000	
SUBTOTAL			\$109,140	\$109,140
OPTIONAL	Ethnographic Study (Albion) + admin fee		\$60,549	\$60,549
TOTAL:				\$341,426

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
 The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ _____, or

a total sum not to exceed _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

There are no additional terms of compensation.

The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

Denise Duffy & Associates, Inc.

DocuSigned by:

Denise Duffy

79B082C3A921429

By: Denise Duffy, Principal

6/16/2022

Date

COUNTY:

San Benito County Board of Supervisors

By: Peter Hernandez, Chair

Date

APPROVED AS TO LEGAL FORM:

Barbara J. Thompson, County Counsel

DocuSigned by:

Joel Ellinwood

077F352FB873476...

By: Joel Ellinwood, Assistant County Counsel

6/16/2022

Date

EXHIBIT 1
TO AMENDMENT # 1

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Denise Duffy & Associates, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph

1.

1. Duration of Contract.

This contract shall commence on October 6, 2020, and end on June 31, 2022, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000.00
- (b) Professional liability insurance: \$1,000,000.00
- (c) Comprehensive motor vehicle liability insurance: \$250,000.00/\$500,000.00

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Duane Dauphinee

Name: Denise Duffy

Title: Acting, RMA Director

Title: Principal

Address: 2301 Technology Parkway
Hollister, California 95023

Address: 947 Cass Street, Suite 5
Monterey, CA 93940

Telephone No.: 831-902-2291

Telephone No.: 831-373-4341

Fax No.: _____

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:





Name: Jaime De La Cruz

Name: Denise Duffy

Chair, San Benito County Board of Supervisors


Title: Principal

Date: 10-6-10

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Joel Ellinwood, Assistant County Counsel

Date: _____

ATTACHMENT A

Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services for the preparation of the Environmental Impact Report (EIR) for the Strada Verde Innovation Park (SVIP) Project:

Contractor will perform the following task:

TASK 1: Project Initiation, Initial Management, and Coordination

Contractor will work to confirm background data and reports, clearly define the SVIP Project for analysis purposes, specifically the Specific Plan buildout under and Phase 1 and Phase 2, identify all discretionary actions, and establish early communication.

Contractor will also complete all administrative tasks necessary for contract initiation and coordination as follows:

1.1 Administration

Contractor will develop and maintain the project schedule (Critical Path Method or equal), work plan, setting up and maintaining filing system consistent with County needs, and confirmation of project goals and objectives for the project.

1.2 Project Kick-off Meeting

Contractor will coordinate and attend a "kick-off" meeting with the County to disseminate the relevant project information and to discuss the project scope, schedule, and budget. Discussion regarding the key issues and concerns that confront the Proposed Project and coordination between all parties will take place. Timing of delivery of Applicant-prepared studies and available background technical analysis for the SVIP Project will be discussed.

1.3 Coordination/Refinement of Scope of Work

Following a written notice to proceed from the County, Contractor's Managers and subconsultant representatives will work with the County to refine the scope of the EIR, if necessary. Contractor will also work closely with County staff to confirm assumptions and deliverables for all responsible parties in order to keep to the proposed schedule.

1.4 Data Needs

Contractor will submit a list of requested data to the County within seven days of issuance of a written notice to proceed. If certain data is not

readily available, Contractor will work with the County to devise an alternative approach to undertake and complete the environmental analysis with a focus on achieving the project schedule.

Contractor will work closely with all parties to ensure timely development of key products for the CEQA analysis and maintain project scheduling requirements.

Deliverables: Schedule, Data Needs list, Contact list

TASK 2: Data Gathering and Initial Document Review

Contractor will compile and reference all background data and reports and clearly define additional data needs or resources for the EIR.

2.1 Existing Information

Contractor will coordinate with the County and Applicant team to obtain the relevant existing documents, background materials, and data identified during the kick-off meeting for the SVIP Project. This includes information describing the Proposed SVIP Project and the Project site, including the Specific Plan, land use data, project characteristics, project objectives, graphic renderings sufficient to depict the project's appearance and character, previously prepared reports and/or data describing the project site and/or project area, and site and/or aerial photographs, technical reports and or other data.

2.2 Initial Peer Review of Existing Documentation

Contractor will review and analyze the existing information in terms of its usefulness in preparing environmental documentation. Contractor will prepare and maintain a reference database for the SVIP project. Contractor will conduct the initial peer review of existing technical studies. The benefit of this initial peer review is to ensure the existing technical reports are objective and accurate and address requirements under CEQA.

2.3 Report of Initial Peer Review Results

After Contractor has reviewed the existing information in terms of its usefulness in preparing the environmental documentation, Contractor will prepare a table with findings of technical documentation that would be used for the EIR. This will be attached to a letter of findings to the County identifying technical reports requiring additional peer review by the Contractor. As the technical reports are not available for review at this time, Contractor proposes peer review be conducted for a number of areas, as shown in Task 5.0. (See Task 5.0 below and assumptions for peer review reports under Attachment A-1).

TASK 3: CEQA Project Description

During this task, Contractor will draft an early CEQA project description for County review and approval.

3.1 CEQA Draft Project Description

This scope of work assumes that the preparation of the project description will be an iterative process with the County and Applicant team to make sure that the level of project information is sufficient for programmatic and project-level environmental review. It is anticipated that Contractor will coordinate closely with the County and Applicant team to develop the project description. Contractor will update the existing project description outlined in the Notice of Preparation (NOP), described below, to define all aspects of the project, including, but not limited to, results of the ballot measure, revisions to the project based upon updated data or project background, location, goals and objectives, planning and engineering details, limits of construction, affected properties and phasing/implementation, construction schedule and potential equipment, graphics to illustrate the project plans, and anticipated permitting and approval actions.

3.2 Sample EIR Section

As part of Task 3, the Contractor will also prepare a Table of Contents for the EIR and establish the format for the EIR technical sections, including the programmatic and project-level analysis and technical approach. This is particularly important because this will be a combined program-level/project-level document. These products will be provided to the County for review, comment, and refinement.

3.3 List of Cumulative Projects

Contractor will work with the County to develop a draft list of cumulative projects for use in the cumulative impacts' analysis, which will be presented in the environmental issue area sections following each impact discussion. This list will be refined during Task 6, EIR preparation.

*Deliverables: Draft CEQA Project Description
Table of Contents for the EIR Sample EIR Section*

TASK 4: Notice of Preparation (NOP)

4.1 Administrative Draft NOP and Final NOP

Based on the CEQA project description, Contractor will prepare a Draft NOP, which will include an Initial Study (IS) Checklist in accordance with Appendix G of the CEQA Guidelines. The Draft NOP will be electronically submitted to the County for review and comment prior to public distribution. The NOP will include a brief project description (including figures) and identification of potential environmental impacts in accordance with CEQA Guidelines §15082. In addition, Contractor will prepare drafts of the required notices for review and comment (i.e., Notice of Completion and Summary Form for State Clearinghouse submission). Upon receipt of comments, Contractor will revise the NOP and notices and electronically submit a final version to the County for distribution. This task assumes that the County will be responsible for distribution and noticing in the local publication.

4.2 NOP Scoping Meeting

During the course of the 30-day NOP public comment period (see CEQA Guidelines §15082 and §15375), Contractor will attend and participate in one (1) public scoping hearing. This task will include the preparation of presentation materials, including a PowerPoint presentation, agenda, comment cards, and other materials that may be required. Contractor will be responsible for providing a brief presentation on the nature of the scoping meeting and the general requirements of CEQA, including an overview of the environmental process and anticipated project impacts. All comments received at the scoping meeting and during the NOP comment period will be used to determine the appropriate scope of environmental analysis contained in the EIR. This task assumes the County will be present at the scoping meeting to facilitate and participate in presenting information about the project.

4.3 Summary of Comments

After the public comment period, a summary of the scoping meeting comments will be prepared by Contractor and provided to County staff. The summary of comments will be in table format, listing the environmental topics and issues specified in each comment letter. Comments on technical issue areas will also be forwarded to the appropriate technical subconsultants for their analyses of identified environmental concerns. Following the close of the public comment period on the NOP, the Contractor will review comments received and notify the County if any comments raise issues not anticipated for the evaluation of the technical issues.

*Deliverables: Draft and Final NOP and associated notices NOP Scoping Meeting materials
Draft and Final Summary of Scoping Comment*

TASK 5: Technical Studies - Peer Review, Recommendations, and Final Studies

Under Task 5, a technical peer review of the existing studies will be conducted specific to the following areas listed below. This scope of work is based upon understanding of available data, previous peer reviews and studies conducted by Contractor and technical consultants, and by discussions with County staff. This is an assumed approach at this time, as the technical studies have not been submitted for technical review prior to the EIR scoping.

Technical review by Contractor will be conducted in the following areas in order to confirm that the impact assessment is accurate and complete, aligned with industry accepted methodology and practice, and to determine if recommended mitigation would be sufficient to reduce identified impacts to less than significant under CEQA. Requirements for additional studies or analyses, if applicable, will be noted in the review, but will not be conducted by Contractor under this proposed scope of work. It is assumed for all issue areas that the technical reports submitted will be adequate with one round of revisions for technical items identified and agreed upon by the County and Contractor:

- 5.1 Air Quality/Greenhouse Gas Emissions (I&R)***
- 5.2 Cultural and Tribal Resources (DD&A)**
- 5.3 Biological Resources Study (DD&A)**
- 5.4 Noise and Vibration (I&R)***
- 5.5 Traffic/Transportation (Hexagon)***
- 5.6 Water System (WSA) Review (Water District/DD&A)**
- 5.7 Other Technical Reports (DD&A)**

The technical studies listed in Attachment A-1 will be professionally reviewed by qualified senior staff to determine if they are adequately prepared and can be incorporated into the Draft EIR. A peer review memo will be prepared identifying if appropriate standard methods and applicable agency protocols were used to complete the studies. Conclusions, impact significance thresholds, recommendations, and mitigation measures may be recommended for additional text for the technical studies, specifically to address if studies can be amended in certain areas to be in conformance with CEQA guidelines. Any identified mitigation measures recommended to avoid potential impacts will be identified.

After the Applicant's technical studies are reviewed, findings will be reported. If deficiencies or missing information is identified by the Contractor, the technical studies would then be revised by the Applicant's consultant in response to any comments.

Responses to Contractor's comments would be reviewed along with any revisions to the reports. Revisions would be made to a level that would be considered acceptable to

support the CEQA study. This review process assumes revisions would be limited to addressing minor comments and that the analyses would not be revised substantially that require a complete review of the studies.

*As it is not yet known if all technical reports will be appropriate for full CEQA evaluation, preparation of specific technical reports are proposed as optional deliverables and task items, as shown in the budget, See "Optional Tasks", below. Also, please refer to the technical scoping for these optional items (Attachment A-2)

Deliverables: Peer review memorandums (one for each technical study)

TASK 6.0 Environmental Documentation - Administrative Draft, Draft, and Final EIR

Contractor will prepare an Administrative Draft EIR that provides a programmatic and project level analysis of the SVIP Project. The EIR will analyze the issues described under "Technical Issues," which are provided at the end of this scope of work and in Appendix A (See attachment A-2) (Technical Sections of the EIR Scopes of Work).

6.1 Thresholds of Significance

The methods and standards of significance used for determining impacts of the project will be clearly and explicitly described in each technical section of the EIR, including any assumptions that are important to understand the conclusions of the analysis. Contractor will work with the County early in the process to define the appropriate range of threshold of significance for the SVIP Project based on existing State and federal rules, regulations and laws, the County policies, and past practices. In those cases where the County has no standard for an issue of concern, Contractor will work with the County to develop the appropriate standard based on the best available substantial evidence. The standards will be used both to determine whether an impact is significant, as well as to measure the effectiveness of recommended mitigation.

6.2 CEQA Project Alternatives

Contractor will work with the County to develop up to five (5) project alternatives sufficient for use in the alternatives section of the EIR. One of these alternatives will include the no-project alternative (consisting of the no project/reasonably foreseeable use alternative per Section 15126 of the CEQA Guidelines and a brief discussion of the no development/no project alternative).

6.3 Final CEQA Project Description and Project Objectives

Contractor will finalize the Administrative Draft Project Description prepared in Task 3. Based on comments received, Contractor will prepare the Draft Project Description for inclusion in the CEQA document. Contractor, in coordination with the Project team and project proponents, will also confirm the project goals and objectives to facilitate the environmental analysis. Contractor assumes that the existing project goals and objectives will be sufficient to support the environmental analysis; however, minor adjustments may be required in accordance with CEQA. Based on comments received, Contractor will finalize the project goals and objectives for use in the environmental analysis.

6.4 Administrative Draft EIR

Contractor will prepare an Administrative Draft EIR for the project, in accordance with CEQA requirements. The main purpose of the EIR will be to thoroughly and accurately analyze the environmental impacts of the proposed project. The document will be free of jargon so that the information it contains is accessible to decision-makers and the public. The methodology and criteria used for determining the impacts of the project will be clearly and explicitly described in each section of the EIR, including any assumptions, models, or modeling techniques used in the analysis. The determination of impacts will be based on thresholds of significance developed in accordance with CEQA requirements, the County's standard environmental practices and requirements, and other recently approved environmental documents. Each significant impact will be numbered, and the corresponding mitigation measures will be correlated. The effectiveness and feasibility of mitigation measures will be discussed, and the level of significance after mitigation will be identified.

The Administrative Draft EIR will provide an analysis of relevant environmental topics. The topics expected to be addressed, a description of the analyses to be conducted, and the contents of those sections are discussed below. In addition, the significance of the impacts after implementation of the mitigation measures will be included in the analysis. Impacts considered would include the following: direct, indirect, construction/short-term, operational/long-term, growth-inducing, and cumulative. The Administrative Draft EIR will identify and summarize significant impacts and determine whether there is potential to avoid them. The format of the document will be determined by the Contractor and will include all topics discussed below.

Introduction: This section will indicate that the documentation has been prepared for the County pursuant to CEQA regulations and guidelines to evaluate the effects of the proposed project.

Project Description/Goals and Objectives: The proposed project must be accurately defined and discussed. DD&A will incorporate the project description and goals and objectives, the foundation of the alternatives analysis, prepared during the sub-tasks above.

Environmental Setting: Existing information from relevant environmental documents will be used to describe the baseline environmental conditions within the project vicinity. This section describes those aspects of the environment that may be affected by implementation of the Proposed SVIP Project. This section focuses on existing conditions within and surrounding the SVIP Project site with specific reference to the following topics:

- Physical environment - visual resources; air quality; greenhouse gas emissions; geology, soils, and seismic hazards; hydrology and water quality; and hazardous materials.
- Biological environment - vegetation and wildlife, including migratory birds and forestry resources.
- Social environment - cultural and tribal resources; land use; noise; population and housing; public services, utilities, and energy; recreation; and transportation and traffic.

Impacts and Mitigation Measures: This section analyzes the environmental effects that could result from implementing the Proposed SVIP Project, and identifies avoidance, minimization, and mitigation measures.

Graphic materials consisting of maps, drawings, and photographs will be provided in a consistent format throughout the EIR. They will clearly and accurately depict the project and present environmental data where such data is better understood through photographs and/or maps.

Specific Sections to be Addressed

The EIR will evaluate the impacts that will likely result from implementing the Proposed SVIP Project; address the requirements to avoid, minimize, and mitigate such impacts; and identify the impacts of the alternatives and the reasons why alternatives were eliminated from analysis. The impact analysis will apply specific criteria for determining

the significance of impacts, consistent with criteria set forth in CEQA, and applicable professional and local standards. Mitigation measures will be identified for significant environmental impacts identified in the EIR. The major issues to be addressed in the environmental document are described as follows:

- Aesthetics
- Agricultural Forestry Resources/Wildfire
- Air Quality/Greenhouse Gas Emissions
- Biological Resources
- Cultural Resources/Tribal Consultation
- Energy
- Geology/Soils
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning (Consistency Analysis)
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems/Water Supply
- Wildfire

Technical Studies

As discussed in Task 5, this scope assumes the use of submitted technical studies to support the environmental analysis. All studies will be peer reviewed under Tasks 2 and 5, above. Depending on the results of the peer review findings of the technical studies and after County and Contractor review, it is assumed that any deficiencies in the studies will be provided by the technical consultants (authors of the technical studies identified on **Attachment A-1**. After revision and approval by the County and Contractor, the technical reports will be revised, and the draft technical studies will then be incorporated into the Administrative Draft EIR. This scope of work assumes that the technical studies will be included as appendices to the EIR to allow for sufficient public review and input. (Also, see optional studies identified and proposed scopes of work for this effort in **Attachment A-2**)

Alternatives

The proposed project along with other reasonable alternatives to the proposed project will be defined and discussed, including the No Project

Alternative. The Alternatives Section in the EIR will include a discussion of the alternatives carried forward for analysis, as well as describe the alternatives eliminated from the analysis and the rationale for elimination. This section will compare the alternatives against the project and identify the environmentally superior alternative.

The EIR will identify and describe the no project alternative and up to five additional alternatives in the EIR. The Alternatives Analysis will be organized into the following sections:

- **Introduction and Approach** will provide an overview of CEQA requirements pertaining to the identification and analysis of alternatives, and the Chapter organization. This section also includes the objectives of the Proposed Project and a summary of significant impacts of the Proposed Project by topical area. The section concludes with the identification of CEQA alternatives evaluated.
- **Alternatives Considered but Eliminated** will discuss the alternatives that were considered but eliminated from further analysis in the EIR. Contractor will prepare a Draft Alternatives Matrix describing all the project alternatives considered and the rationale and evidence for either further analysis or elimination. Alternatives may be eliminated from detailed consideration in the EIR if they fail to meet most of the project objectives, are infeasible, or do not avoid any significant environmental effects. Based on the results of the matrix, Contractor will coordinate with the County staff and legal counsel to develop descriptions of the alternatives that will be carried forward for further analysis in the EIR. The draft alternatives descriptions will be submitted to the County staff and legal counsel for review and comment. Contractor will incorporate comments received and finalize the draft alternatives descriptions, which will be used as the basis for the Alternatives Section of the EIR.
- **Alternatives Analysis** will describe the selected alternatives to the SVIP Project, compare the impacts of the alternatives to the impacts of the SVIP Project, and evaluate the alternatives' ability to accomplish the project objectives. Contractor will conduct detailed evaluation of project alternatives. A summary of impact comparison for the Project and Project Alternatives will be provided in both tabular and text form, with appropriate figures.

- **Environmentally Superior Alternative** will include discussion and identification of the environmentally superior alternative, as required by CEQA.

Indirect Impacts of Growth/Growth Inducement

CEQA requires an EIR to discuss the ways in which a project could promote or induce economic or population growth, either directly or indirectly, in the surrounding area. This section will address the potential growth inducement effects of the project based on the assessment of the potential new growth that could be fostered by implementation of the project. This section will also review the proposed project, and the environmental and physical constraints to additional growth. The growth inducement analysis will describe components of the project and why they are or not considered to be growth inducing.

Cumulative Impacts Evaluation

This section will address the potential cumulative effects of the project in conjunction with other land uses, resource management, and development actions recently enacted or proposed in the project area. Contractor will work with County staff to identify potential future regional growth to be considered in this analysis. This section will discuss cumulative impacts relating to the project if and when they are significant. Cumulative impacts will be addressed in each resource section in a manner consistent with CEQA Guidelines §15130, considering implementation of other past, present and probably future plans and projects. As stated in the Guidelines, the nature of each environmental resource being evaluated, and the type and location of a specific project may affect whether it is included in the cumulative analysis.

Unavoidable Significant Adverse Impacts

The unavoidable significant adverse impacts identified in the above analyses, if any, will be summarized in this section. The purpose of this discussion is to call out any permanent or significant degradation in the quality of the environment, or the destruction of important natural and cultural resources, which cannot be prevented by the incorporation of mitigation measures.

Other Required Sections

Organizations and persons consulted/List of EIR preparers, References, and Technical Appendices (including technical reports) will also be included. Contractor will submit the Administrative Draft EIR #1 to the County for review and comment.

Deliverables: Administrative Draft EIR (including Draft Technical and Optional-Required Studies, if appropriate) in PDF form and Word files; maps and tables will be submitted in GIS and Excel files with supporting data

6.5 Prepare Administrative Draft EIR #2

Based on one set of consolidated comments provided by the County, Contractor and their technical subconsultants will incorporate the corrections and modifications and prepare Administrative Draft EIR #2 for review by the County.

Deliverables: Administrative Draft EIR #2 (including Draft Technical and Optional-Required Studies, if appropriate) in PDF form and Word files; maps and tables will be submitted in GIS and Excel files with supporting data

6.6 Screencheck and Public Draft EIR

Based on one set of consolidated comments on Administrative Draft #2 provided by the County, the Contractor will incorporate the corrections and modifications and submit an electronic copy of Screencheck Draft EIR prior to publication. Once minor final comments are received on the Screencheck Draft EIR, Contractor will finalize the Public Draft EIR for publication. If comments are provided that require new analysis or substantial revisions to the technical analysis not included in this scope of work, the Contractor will negotiate the scope and cost separately.

Contractor will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) and provide fifteen (15) copies of the Draft EIR to the State Clearinghouse to initiate the 45-day public review period. It is assumed that Contractor will be responsible for posting and publishing the NOA.

*Deliverables: Electronic copy of Screencheck Draft EIR
Fifteen (15) copies of the Draft EIR, including the NOC and NOA Draft EIR
Distribution list for review and approval by the County
Camera-ready copy of the Draft EIR*

6.7 Prepare Administrative Final EIR

Public and agency comments on the Draft EIR are assumed to require only clarification and expansion of the EIR analysis and/or recognition of the commenters' concerns about the project being considered. In some cases, however, additional analysis may be required, which would be considered outside of this scope of work. Contractor suggest that preparation of the Final EIR begin with a review of all public and agency

comments, followed by a meeting with the County staff to discuss the most critical comments. This approach would ensure that critical path items are identified immediately and that the most difficult or sensitive comments receive ample attention. The Final EIR also provides an opportunity to augment information in the record that will be used for the Findings of Fact.

After close of the 45-day public comment period, Contractor will prepare written responses to the written and oral comments received on the Draft EIR. These comments and responses will be compiled into an Administrative Final EIR for the County review using an agreed upon format. For purposes of this scope of work, it is assumed that the effort for preparation of the Administrative Draft Final EIR will not exceed the budget reflected in the attached budget estimated.

The Administrative Draft Final EIR will consist of the following sections:

- A list of persons, organizations, and public agencies commenting on the DEIR Summary of text changes
- Comment letters Responses to comments

Contractor will prepare a Draft Mitigation Monitoring & Reporting Program (MMRP) in accordance with CEQA requirements, and submit to the County, including legal counsel, electronically for review and comment concurrent with the Administrative Draft Final EIR review. The MMRP will be prepared in accordance with standard the County format and will consist of mitigation measures, implementation responsibility and timing/schedule and monitoring/reporting responsibility and timing. To the extent possible, monitoring and implementation will be tied to existing the County processes and mechanisms.

Deliverables: Administrative Draft Final EIR and Draft MMRP

6.8 Final EIR and Final MMRP

Based on one set of consolidated comments provided by the County, Contractor will incorporate the corrections and modifications and prepare the Final EIR and Final MMRP for publication. The Final EIR will be distributed to public commenting agencies at least 10 days prior to the EIR Certification Hearing. Following certification, the Notice of Determination (NOD) will be prepared and filed with the County of San Benito.

Deliverables: Electronic copy of Final EIR and MMRP

TASK 7: Findings of Fact and Administrative Record

In consultation with the County and County counsel, Contractor will prepare a draft CEQA Resolution with appropriate findings and evidence in the format required for the County; this will include the Mitigation Monitoring and Reporting Program (MMRP). The Findings of Fact and Statement of Overriding Considerations, including the MMRP, will be in a resolution format used previously by the County or approved by the County for this project. Contractor will submit the draft document to the County for comments. Contractor will incorporate the comments and prepare the final document. Contractor will keep track of the Administrative Record and will provide all technical and supporting documents in digital format, including all references cited in the EIR and technical analysis needed according to the requirements of CEQA.

TASK 8: Meetings Attendance, Public Hearings, Management

Contractor will attend up to three (3) public hearings and two (2) public scoping meetings. Contractor will be prepared to answer any questions, make presentations, and/or participate in an advisory capacity at the following meetings:

- Attendance at 10 check-in meetings at key project milestones or as requested
- Attendance at 10 specified topical meetings
- Attendance at up to 25 regular conference calls throughout the project.

Contractor and County will determine the exact timing of project meetings. As an optional task, the Contractor and their technical subconsultants could attend additional meetings separately on a time-and-materials basis as requested and approved by the County.

This task also includes ongoing project management. Contractor will coordinate and manage all activities of the Project team, such as distribution of information, coordination of relevant project details, and invoicing. In addition, Contractor, and the rest of the technical subconsultant team, as necessary, will use the expertise of the County to confirm assumptions and methodologies and to verify conclusions.

Optional Tasks

Contractor based proposed scope on the scope provided in the RFP, however, a number of technical reports are not yet available and there is some uncertainty regarding the results of the initiative ballot measure. We have included optional tasks for technical reports in **Attachment A-2**, based upon our assumptions on issues needed to review. There may be other technical needs and we will provide the Contractor's approach to these optional tasks, along with assumptions, upon request or when selected.

END OF ATTACHMENT A

ATTACHMENT A-1

Table 1, Attachment A

Code	Technical Reports Submittals by Applicant And Assumptions for EIR Scope of Work	Peer Review Proposed and Responsibility	Potential for Additional Technical Analysis Required
AG-1	SVIP LISA Analysis Memorandum (Kimley-Horn & Associates, November 2019)	DD&A	
AQ-2	SVIP Air Quality Technical Data (Kimley-Horn & Associates, September 2020)	I&R	I&R Report; See Scope Appendix A
BIO-1	SVIP Biological Resources Technical Report (WRA, September 2020)	DD&A Natural Resources Group	
CUL-1	Cultural Resources Assessment for the Floriani Project ((Pacific Legacy, April 2018)	DD&A to review against peer review conducted in 2009	
CUL-2	Paleontological Technical Report (Paleo Solutions, April 2018)	None deemed necessary	
ENG-1	SVIP Energy Requirements Analysis (Black & Veatch, September 2020 [date to be confirmed])	DD&A/I&R	
GEO-1	Potential (Geotechnical) Constraints on Proposed Development for the SVIP (Butano Geotechnical Engineering, June 2020)	DD&A	
GEO-2	Geotechnical Data Report (Butano, May 2019)	DD&A	
GEO-3	Geotechnical Document in Support of the EA for El Rancho San Benito (ENGEO, January 2008)	Peer Review Completed in 2009/DD&A/County	
GHG-2	SVIP Greenhouse Gas Technical Data (Kimley-Horn & Associates, September 2020)	I&R	
HAZ-1	Phase 1 Environmental Site Assessment (Weber Hayes, June 2018)	DD&A and County	
HAZ-2	SBC Hazards Report (unknown, Date)	County	
HYD-1	SVIP Preliminary Stormwater Master Plan (PACE Engineering, April 2020)	DD&A	
HYD-2	SVIP CLOMR Analysis (PACE Engineering, Date TBD)	None proposed	
LU-1	SBC 2035 General Plan Consistency Analysis for the SVIP Project (Kimley-Horn & Associates, October 2020)	DD&A and County RMA	
N-1	SVIP Noise Analysis Technical Data (Kimley-Horn & Associates, September 2020)	I&R	I&R Report; See Scope Appendix A
T-1	SVIP Traffic Impact Analysis (Kimley-Horn & Associates, September 2020)	Hexagon, County Public Works	Hexagon Report; See Scope Appendix A
UTL-1	SVIP Draft Water Supply Assessment (PACE Engineering, June 2020)	DD&A and SB County Water District	
UTL-2	SVIP Water and Wastewater Report (PAVE Engineering, May 2020)	DD&A and SB County Water District	
UTL-4	SVIP Draft Preliminary Engineer's Report (RJA, April 2020)	DD&A and SB County Water District, County Public Works	

ATTACHMENT A-2

**Appendix A: Proposed Scope of Work for the Technical Sections of the EIR and
Optional Scopes of Work**

This Appendix provides the technical approach to the EIR Sections and specific environmental categories. Additionally, this material includes the technical scopes of work for the peer review and optional technical reports for Transportation (Hexagon), Air Quality/GHG and Noise (Illingworth & Rodkin).

EIR Scope of Work for Technical Sections

The following provides the technical approach to the EIR Sections and specific environmental categories in the EIR, as identified under **Task 6** in the SVIP Project Scope of Work.

Aesthetics/Visual

The implementation of the SVIP Project will result in a substantial change to the existing visual and aesthetic character of the area, which is largely undeveloped. Visual impacts, specifically any changes in visual character and impacts to scenic resources and vistas from the development of the project (e.g., new buildings and roadways), will be evaluated. Potential light and glare impacts of the proposed development will also be identified. Where appropriate, the EIR will include graphics (e.g., photographs, architectural drawings, artist's renderings, and/or photo simulations) for the purpose of illustrating the change that would occur if the project is approved and constructed. Program-level and project-specific mitigation measures to reduce or avoid impacts will be identified as appropriate.

Agricultural/Forestry Resources/Wildfire

The site is currently used for agricultural purposes (primarily grazing land and row crops), and there are two farm buildings, accessed from a farm road, one half-mile south of SR 25. Portions of the site are designated as *Prime Farmland, Farmland of Statewide Importance and Unique Farmland* in the California Department of Conservation Farmland Mapping and Monitoring Program. The EIR will address the project's impacts associated with agricultural resources and the loss of farmland. Program-level and project-specific mitigation measures to reduce or avoid impacts will be identified as appropriate. If the proposed project is in or near state responsibility areas or land classified as very high fire hazard severity zones, the EIR will address the wildfire risks, post-wildfire risks, and compliance with the applicable emergency plan(s) in the region.

Biological Resources

The biological resources analysis peer review for the proposed project will be conducted by DD&A's Natural Resources Division. DD&A will review the SVIP Biological Resources Technical Report (WRA, September 2020) as well as available reference materials, including the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDDB) occurrence reports, aerial photographs, and other relevant biological documentation that has been prepared in the project area, including specific mapping of rare plant populations. DD&A has reviewed the previous WRA biological studies conducted including the project-level studies in the project vicinity.

For the purposed of this scope, DD&A is assuming new biological surveys will not be required for the project. The EIR will identify the existing habitats on and around the project site and will identify sensitive habitats that could be impacted (either directly or indirectly), such as special status plant species by the proposed development. The EIR will describe the existing habitat with respect to special-status wildlife

species including the California red-legged frog, California tiger salamander, burrowing owl, southwestern pond turtle, Central Coast steelhead, and other species, and will address the impacts that would occur if the project is approved and implemented. Impacts to existing wetlands and jurisdictional waters will be described. Impacts to biological resources may include, but are not limited to, impacts to existing vegetation and wildlife corridors within the area. Program-level and project-specific mitigation measures to reduce or avoid impacts will be identified as appropriate.

Geology/Soils

The EIR will evaluate the soils and geologic characteristics of the site and area including the potential for seismicity, liquefaction, soil hazards, and their effects on proposed structures based on existing information. The EIR will include an assessment of potential impacts of the project associated with proposed grading, associated loss of topsoil, and erosion, based upon available information on grading and construction. It is assumed that the Applicant's consultant will provide additional geotechnical report information if additional technical geotechnical analysis is required to address specific design. If no further information is provided, mitigation will be recommended to reduce any potentially significant or significant impacts to a less-than-significant level.

Hydrology/Water Quality

A natural drainage channel currently runs through the property and drains to the Pajaro River. The project proposes to maintain this channel and enhance the size of the buffer area around it to address stormwater drainage from the site and water quality. The proposed land use plan shows the industrial and town center areas on either side of this channel. Development of the proposed project will substantially increase the amount of impervious surfaces on the site, which, in turn will increase stormwater runoff and potential for flooding. The EIR will describe the drainage characteristics of the project site and area and assess potential hydrology impacts, based on the available engineering data and site background documents. The EIR will also identify historic, existing, and near-term future flooding and drainage conditions in the project site area and the Pajaro River Sub-basin. Impacts of new development in floodplain areas will be addressed in the EIR. Potential impacts to water quality, such as impacts due to increased runoff, cross-contamination, and use of reclaimed water, will also be evaluated in the EIR. The analysis will identify mitigation measures and the County's development standards for areas with flooding and drainage impacts, such as areas near the Pajaro River and within 100-year floodplains, as appropriate.

Air Quality/ Greenhouse Gas Emissions/Climate Change

I&R will review the Air Quality and Greenhouse Gas Impact Assessment for the SVIP Project. The Air Quality Technical Data (Kimley-Horn & Associates, September 2020) will be used if adequate to prepare this section. The assessment will include a description of regional and local air quality, applicable air quality regulatory framework, standards, attainment status, and significance thresholds. The evaluation of GHG emissions will include a discussion of existing climate change conditions and applicable regulatory framework. Air quality and GHG emissions will be quantified utilizing the most current recommended guidance and methodologies available. This section will also include an evaluation of potential changes in carbon sequestration associated with the planned removal of existing trees, as well as the planting of any new trees. Monterey Bay Air Resources District (MBARD)-recommended control measures for construction related emissions will be provided as mitigation measures for construction impacts. The effectiveness of proposed mitigation measures will be evaluated and discussed. An optional task for

preparation of an independent AQ/GHG Assessment by I&R is included as an attachment to this scope of work.

Cultural and Tribal Resources

Cultural and tribal resources studies have been prepared for the previous project and a more recent report will be available. The Cultural Resources Assessment for the Floriani Project (Pacific Legacy, April 2018) will be reviewed to determine if it meets CEQA cultural resources requirements. The EIR will report on background context, results of the field inventories and the Native American consultation required by CEQA. This section will provide impact analysis on significant and/or unique cultural resources. This scope of work assumes the existing and previous cultural report follow requirements and practice for reporting archival research and field inventory results in central California for CEQA reports. DD&A will use information obtained on the location, type and distribution of any cultural resources developed in the study to assist in the development of appropriate mitigation measures.

The EIR will address the impacts to prehistoric and historic resources (including paleontological resources) that could occur if the project is approved and implemented, and will identify mitigation measures, as appropriate, in conformance with the standards and guidelines identified in CEQA and the San Benito County General Plan. Consultation with the California Native American Tribes in accordance with SB 18 for tribal cultural resources will be initiated as part of the proposed General Plan/Specific Plan process. Tribal consultation will be conducted also per the requirements under AB 52. DD&A will also use the Paleontological Technical Report (Paleo Solutions, April 2018) to provide an overview of the paleontological impacts in this section.

Hazards and Hazardous Materials

The SVIP site is immediately adjacent to a chemical distribution facility operated by TriCal, Inc. The TriCal facility stores bulk agricultural chemicals, including soil fumigant chemicals, which are received by rail tanker cars and trucks. Many of these chemicals are recognized as potentially hazardous and are regulated by state and/or federal environmental protection agencies. The County has contracted with EMC Planning Group and subsequently received an Offsite Consequences Analysis and Hazards Buffer Report for the TriCal facility, the findings of which were presented at the County Board of Supervisors meetings in August 2020. A peer review of the report's findings is being conducted and the results of this study will be reported in the EIR.

The EIR will also address and identify known contamination from hazardous materials; routine use, storage, transport, or disposal of hazardous materials; and other known hazards within and near areas proposed for development. The likelihood of hazardous materials affecting any of the proposed development will be addressed using the Phase 1 Environmental Site Assessment (Weber Hayes, June 2018). Mitigation measures, including conformance with laws and regulations, to reduce or avoid impacts will be identified as appropriate.

Land Use

The proposed SVIP site is located within the Bolsa Study Area, one of four identified "New Community Study Areas" that are potentially suitable for new development. About 2,542 acres of the SVIP site are designated as Agriculture (A), and the remaining 235 acres are designated Rangeland (RG) on the County's General Plan Land Use Diagram. Additionally, 2,542 acres of the SVIP site are located in the Agricultural

Preserve (AP) zoning district and the remaining 235 acres are within the Agricultural Rangeland (AR) zoning district. A rezoning of the property will be required as part of the project to allow development under a Specific Plan. If the ballot initiative is approved, however, the Specific Plan would be approved, and no amendments would be required.

The land use section will address the project's consistency with relevant land use policies and discuss its compatibility with surrounding uses.

Utilities/Water Supply

The EIR will describe the status and condition of utility infrastructure in and around the project area and the utility improvements proposed as part of the project. The discussion will summarize the capacity of the existing and proposed systems and their ability to serve the development proposed by the project. A discussion of the appropriate level of service for utility services will also be included in the EIR. Utilities and services addressed in this section will include sanitary sewer lines, water supply, wastewater treatment, stormwater lines, flood control facilities, recycled water, and sanitary landfill. The EIR will also address the adequacy of electrical and natural gas service and infrastructure. This analysis will evaluate the extent to which future land uses are likely to generate increased demand for various services compared to existing land uses. A water supply assessment in conformance with SB 610 and SB 221 will be included in the EIR to be developed working with SBC Water District. Program-level and project-specific mitigation measures to reduce or avoid impacts will be identified as appropriate.

Energy

The EIR will evaluate if the proposed project will result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. It will also determine if the proposed project will conflict with or obstruct a State or local plan for renewable energy or energy efficiency.

Noise

A Noise Impact Assessment will be prepared by Kimley-Horn for the project. I&R will review the report to ensure it is prepared to industry standards. The EIR will use the existing report to provide a description of the existing noise environment, based on existing environmental documentation and a review of site reconnaissance data. Potential construction noise impacts, sensitive receptors, and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be summarized in included in the section. The existing noise environment in the project site area will be characterized in the EIR, and impacts will be identified based on an environmental noise assessment. Noise measurements will be included as needed for the major noise generators in the area, including rail noise. Land use compatibility between proposed uses, in terms of noise generation and sensitivity, will be analyzed using San Benito County's community noise environment policies and goals. Railroad vibration impacts will also be determined, and mitigation measures identified, as necessary. Program-level and project-specific mitigation measures for any significant noise impacts, including construction-related impacts, will be identified as appropriate. An optional task for preparation of an independent Noise Assessment by I&R is included as an attachment to this scope of work.

Public Services/Recreation

The EIR will identify the availability and capacity of public facilities that will be required to serve the proposed project, including both those public services required by all of the future land uses, such as fire and police service, and the new demands created by increases in development on facilities. A discussion of the appropriate level of service for public services will also be included in the EIR. The likelihood of such new facilities resulting in new, significant physical environmental impacts will be identified, based on the information available and consultation with the relevant service providers. Program-level and project-specific mitigation measures to reduce or avoid impacts will be identified as appropriate.

Transportation and Traffic

Access to the project site would be provided via Y Road, an existing paved/dirt road that extends from the U.S. Highway 101/Betabel Road interchange, with access to the north and east areas of the project site. This existing road would be improved as a two-lane roadway, connecting from the Highway 101 Interchange along the southern and western boundaries to the north east corner of the site. Additionally, new roads would be constructed with future development on the site, as appropriate. As part of a future phase, Shore Road may be realigned south from SR 25, to provide a second primary entrance into the project site. The north/south existing dirt road that intersects SR 25 just west of the Union Pacific Railway tracks would be improved, but would be limited to access for emergency vehicles.

The EIR will address any potential traffic impacts of the proposed project based on the construction and operation information obtained from the project engineer and traffic reports. Potential significant traffic-related impacts, including operational temporary construction-related traffic impacts will be identified.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$703,921.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

DD&A, Inc. Updated Cost Estimate for the County of San Benito Environmental Review for the SVIP Project, September 2020			
		Subtask	Cost Per Task
Task 1	Project Initiation, Management and Coordination		\$ 19,846
1.1	Project Administration	\$ 3,958	
1.2	Project Kick-off Meeting	\$ 4,618	
1.3	Coordination/Refinement of Scope of Work	\$ 4,222	
1.4	Finalize Data Needs	\$ 7,048	
Task 2	Data Gathering and Initial Document Review		\$ 13,404
2.1	Gather Existing Information	\$ 2,968	
2.2	DD&A Initial Peer Review Existing Documentation	\$ 3,404	
2.3	Report of Initial Peer Review Results	\$ 7,032	
Task 3	CEQA Project Description		\$ 10,768
3.1	CEQA Project Description Draft	\$ 6,888	
3.2	Sample EIR Sections	\$ 2,380	
3.3	List of Cumulative Projects	\$ 1,500	
Task 4	NOP Preparation		\$ 11,340
4.1	Administrative Draft NOP and Final NOP	\$ 4,540	
4.2	NOP Scoping Meeting	\$ 3,668	
4.3	Summary of Comments	\$ 3,132	
Task 5	Technical Studies - Peer Review, Recommendations and Final Studies		\$ 35,276
5.1	Air Quality/Greenhouse Gas Emissions (I&R)	\$ 2,440	
5.2	Cultural and Tribal Resources (DD&A)	\$ 2,380	
5.3	Biological Resources Study (DD&A)	\$ 9,748	
5.4	Noise and Vibration (I&R)	\$ 832	
5.5	Traffic (Hexagon)	\$ 3,456	
5.6	Water System (WSA) Review (Water District/DD&A)	\$ 3,996	
5.7	Other Technical Reports (DD&A)	\$ 12,424	
Task 6	Environmental Documentation Administrative Draft, Draft and Final EIR		\$ 305,683
6.1	Thresholds of Significance	\$ 3,356	
6.2	CEQA Project Alternatives	\$ 4,484	
6.3	Final CEQA Project Description and Project Objectives	\$ 4,616	
6.4	1st Administrative Draft EIR	\$ 139,037	
6.5	2nd Admin Draft EIR	\$ 37,708	
6.6	Screencheck Draft EIR and Public Draft EIR	\$ 25,674	
6.7	Public Draft EIR Response to Comments and Admin Draft Final EIR (1)	\$ 60,342	
6.8	Final EIR	\$ 30,466	
Task 7	Findings of Fact and Administrative Record		\$ 4,300
Task 8	Meeting Attendance, Public Hearings, Management		\$ 49,878
	Total Labor		\$ 450,495

DD&A, Inc. Updated Cost Estimate for the County of San Benito Environmental Review for the SVIP Project, September 2020			
		Subtask	Cost Per Task
Subconsultants			\$ 32,900
	Peer Review, Traffic (Hexagon)	\$ 20,000	
	Peer Review, Air Quality/GhG (Illingworth Rodkin)	\$ 7,400	
	Peer Review, Noise/Vibration (Illingworth Rodkin)	\$ 5,500	
Expenses			\$ 10,850
	Printing/Copies	\$ 3,500	
	Mileage (at current IRS mileage rate)	\$ 2,500	
	Miscellaneous (phone, fax, cellular, postage, courier etc)	\$ 4,850	
Subtotal			\$ 43,750
Administration Fee			\$ 4,375
Total Budget without Optional Tasks			\$ 498,620

Charges for the optional services rendered pursuant to the terms and conditions of this contract shall be invoiced on the terms above in section B-3:

Optional/Additional Tasks for DD&A:			\$ 15,461
O.1	Develop Draft Scopes for Technical Studies	\$ 3,240	
O.2	Final Scopes for Technical Studies	\$ 5,004	
O.3	Coordinate Technical Studies	\$ 7,217	
Optional/Additional Tasks for Subconsultants			\$ 189,840
	Traffic Study (Hexagon) + admin fee	\$ 129,045	
	Air Quality/GhG (Illingworth Rodkin) + admin fee	\$ 32,025	
	Noise/Vibration (Illingworth Rodkin) + admin fee	\$ 28,770	
Total Budget for Optional/Additional Tasks			\$ 205,301
<p>(1) Assumes 2 rounds of review and a customary amount comments rec'd; add'l effort will be on a T&M basis</p>			

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court cost, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIRMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide and endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability of not less than the amount set out in Paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out on Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employee of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents the COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now. Or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempt assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIMES IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully repaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employees specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.