

**CONTRACT FOR CONSULTANT'S SERVICES**  
**Preparation Of An Environmental Impact Report and Permit Processing Services**  
**Contract With Consultant**

APPLICANT: Richland Communities, Inc., Mr. Brian Hardy, Vice President Land Entitlement  
PROJECT: Lima Property Specific Plan and EIR  
COUNTY FILE NO.: PLN 180049

The County of San Benito ("County") and Rincon Consultants, Inc. ("Consultant") enter into this contract for services as described herein. In consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DURATION OF CONTRACT

This contract shall commence upon execution of this contract by all parties and written notice from the County to the Consultant to proceed with the services specified in the contract. This contract shall end June 30, 2021 unless sooner terminated as specified herein.

2. SCOPE OF SERVICES

Consultant shall perform the services specified in Attachment A to this contract for County's benefit. Attachment A is made a part of this contract.

3. COMPENSATION

In consideration for Consultant's performance, County shall pay Consultant according to the terms specified in Attachment B to this contract. 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 terms and conditions mutually agreed to and listed in Attachment C to this contract. Attachment C is made a part of this contract.

5. 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 and conditions mutually agreed to and listed in Attachment D to this contract. 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.

6. INSURANCE LIMITS

Consultant shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C to this contract:

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

7. TERMINATION

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

8. CONTRACT ADMINISTRATORS

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

County's Contract Administrator:

John Guertin  
San Benito County  
Resource Management Agency Director  
2301 Technology Pkwy.  
Hollister, CA 95023  
(831) 637-5313  
(831) 637-5334 (fax)

Consultant's Contract Administrator:

Stephen Svete, AICP,  
Rincon Consultants, Inc.  
Principal and Vice President  
437 Figueroa St., Suite 203  
Monterey, CA 93940  
(831) 333-0310  
(831) 333-0310 (fax)

9. PROJECT MANAGER

Consultant hereby designates the following person as EIR Project Manager:

Name: Ms. Christy Sabdo  
Title: AICP, Senior Environmental Project Manager

Consultant hereby designates the following person as Principal-in-Charge:

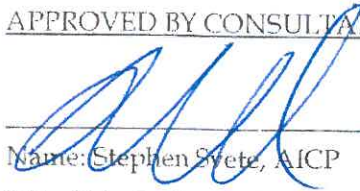
Name: Ms. Megan Jones  
Title: MPP, Principal

**SIGNATURES**

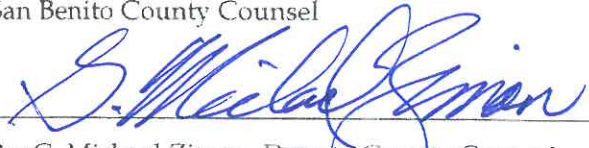
APPROVED BY COUNTY:

\_\_\_\_\_  
Name: Mark Medina  
Title: Chair, San Benito County Board of Supervisors  
Date: \_\_\_\_\_

APPROVED BY CONSULTANT:

  
\_\_\_\_\_  
Name: Stephen Svete, AICP  
Title: Principal and Vice President  
Date: 3-11-2019

APPROVED AS TO LEGAL FORM:

San Benito County Counsel  
  
\_\_\_\_\_  
By: G. Michael Ziman, Deputy County Counsel  
Date: March 12, 2019

## **ATTACHMENT A**

### **Scope of Services**

Upon approval of this contract, Consultant, for County's benefit shall provide the following services to prepare the EIR for the Lima Property Specific Plan:

## **1.1 EIR Work Program**

### **Task 1 Project Initiation and Coordination**

#### ***Subtask 1.1 Kick-off Meeting***

Within one week of authorization to proceed, Consultant's Project Manager will organize a kick-off meeting with County staff to review receipt and review of background technical studies, confirm our approach to the environmental evaluation, fine-tune the overall project schedule, and establish an operation protocol. Consultant will prepare an agenda for the meeting and provide notes after the meeting. It is assumed the meeting will occur at the RMA offices and will not exceed two hours.

#### ***Subtask 1.2 Refine Strategy and Approach***

This task includes strategy meetings with County staff and other key stakeholders to refine the approach to the project, which could include, among other options, a change in the Specific Plan final buildout, primary and secondary access points, and a possible boundary change to the west. Consultant will support County staff by guiding the refinement of the project to best achieve General Plan consistency and CEQA compliance, with special attention to water supply and sewer service, project access, General Plan consistency, and scenic vistas and visual character. Consultant will prepare a memo that summarizes and outlines potential recommendations and modifications to the specific plan. Under this task, Consultant will attend four in-person meetings and up to five conference call meetings. Sub-consultant will attend one in-person meeting.

It should be noted that change in project buildout, boundary, or access could require revisions to existing technical studies prepared on behalf of Richland Communities. Our scope of work assumes also that no new analysis will be conducted by Consultant to revise technical reports. However, Consultant has the technical expertise to update or oversee updates to the technical reports, if needed, as an optional task, described below in more detail. We recommend establishment of a contingency fund in the event that additional coordination and supplemental analysis is required for the applicant's technical reports.

### ***Subtask 1.3 Review of Specific Plan***

Consultant will review the Administrative Draft Specific Plan (Richland Communities August 2018), including design guidelines, in the context of the refined strategy and approach of the project under Subtask 1.2 and the updated CEQA thresholds. Specific Plan regulations and policies can be important tools for mitigating potential environmental impacts. Consultant will prepare a memorandum with recommendations for the County's consideration. As part of this task, Consultant will provide on-going coordination with the County; however, it is our understanding that the sub consultant revising the Specific Plan will work directly with the County to complete revisions to the Specific Plan.

### ***Subtask 1.4 Early Stakeholder Consultation Meetings***

Consultant's Project Manager and technical support staff will provide support to County staff by attending early consultation meetings with responsible agencies, the local community (e.g., Ridgemark Homes Association), and other stakeholders, as appropriate. Four in-person meetings and up to three conference call meetings are included under this task. Sub-consultant will also attend up to two consultation meetings with Caltrans and County staff, as needed. It is assumed that the in-person meetings will occur at the RMA offices and all meetings will not exceed two hours.

### ***Subtask 1.5 County Coordination Meetings***

Consultant's Project Manager will conduct regular check-in conference calls with County RMA staff during the course of the project; specifically this includes weekly calls during Task 1, Project Initiation and Coordination, transitioning to bi-weekly meetings for the remaining tasks. This proposal assumes that all meetings will be held via conference call, will last an average of 30 minutes. However, meetings will be cancelled when not needed, and during key active phases of the project, more regular meetings may be required. We have included our attendance at public hearing meetings as a separate task, Task 10.

### ***Subtask 1.6 Project Management***

The Project Manager will be responsible for monitoring the project schedule, monitoring the contract budget and costs, coordinating communication, managing the internal team and Sub-consultants, and developing a close working relationship with the County RMA project coordinator. This will include provision and maintenance of a detailed project schedule outlining specific tasks, meetings, hearings, and project milestones. Formal status emails will be sent to the County RMA project coordinator to document matters such as

significant project milestones, changes in the schedule or cost, and other major issues of concern.

### ***TASK 1 DELIVERABLES***

- Kick-off meeting agenda and notes (digital submittal)
- Strategy and approach memorandum (digital submittal)
- Specific Plan review memorandum (digital submittal)
- Project schedule and status emails, as needed (digital submittals)
- Nine in-person meetings and eight conference calls, as follows:
  - Kick-off meeting (Subtask 1.1)
  - Four in-person meetings and five conference calls (Subtask 1.2)
  - Four in-person meetings and three conference calls (Subtask 1.4)
- Weekly calls during Task 1, bi-weekly for remaining of project (Subtask 1.5)

### **Task 2 Peer Review**

#### ***Subtask 2.1 Peer Review of Existing Technical Reports***

Consultant will conduct a peer review of the following technical studies prepared for the project.

- Air Quality and Greenhouse Gas Assessment (ECORP Consulting, Inc. 2018)
- Biological Resources Assessment (Madrone Ecological Consulting, August 2018)
- Special-Status Plant Survey Report (Madrone Ecological Consulting, November 2018)
- Geotechnical and Geologic Feasibility Study (Earth Systems Pacific, January 2016)
- Supplemental Geotechnical Feasibility Investigation (Earth Systems Pacific, May 2018)
- Wastewater Flows and Disposal for the Lima Property Project (Schaaf & Wheeler, August 2018)
- Water Demand Estimate for the Lima Property (Schaaf & Wheeler, August 2018)
- Hydrogeological Evaluation (Geoconsultants, Inc., April 2018)

- Cultural Resources Inventory and Evaluation Report (ECORP Consulting, August 2018)
- Phase I Environmental Site Assessment (Hillmann Consulting, September 21, 2015)
- Preliminary Fire Emergency Response Analysis (Dudek, August 2018)
- Environmental Noise and Vibration Analysis (Bollard Acoustical Consultants, August 2018)

Consultant will not peer review the Fiscal Impact Analysis (Development and Financial Advisory 2018). Sub-consultant will peer review the Traffic Impact Analysis under Subtask 2.2.

The benefit of peer review will be to ensure the technical reports are objective, accurate, and meet current CEQA Guidelines standards. The peer review will evaluate the completeness of the evaluation of existing information and the accuracy of the documentation of existing conditions. Consultant will confirm the impact assessment is accurate and complete, aligned with industry accepted methodology and practice, and evaluate if recommended mitigation would be sufficient to reduce identified impacts to less than significant under CEQA. We will prepare a brief memorandum summarizing the results of the peer review for each report, providing recommended remedies, as applicable, to address any potential shortfalls.

This task includes communications with the County during the course of our peer review, including one conference call, assumed to be one hour, and brief review of revised reports to confirm that peer review comments were addressed. The scope of work for this task assumes that the reports are generally adequate, such that substantial comments or recommendations will not be provided. This scope of work does not include revisions to the technical studies or coordination with the applicant or report preparers regarding required revisions.

### ***Subtask 2.2 Peer Review of Traffic Impact Analysis (Sub-consultant)***

Sub-consultant will conduct a peer review of the Traffic Impact Analysis (Kimley-Horn 2018) that has been prepared for the project. The following scope of work is included in this task:

1. **Verify Adequacy of Count Data.** The traffic count data upon which the analyses are based will be reviewed. This review will identify any count data that may be outdated or that may have been collected during non-representative times of the year.

2. **Verify Site Traffic Projections.** The trip generation estimates presented in the traffic report for the project will be verified. The verification will be based on the proposed development size and land uses using the appropriate vehicular trip generation rates for each land use, as published by the Institute of Transportation Engineers (ITE) and/or provided project description.
3. **Review Trip Distribution and Assignment Pattern.** The directional distribution and assignment of site-generated traffic will be reviewed for consistency with existing travel patterns and the relative locations of complementary land uses in the area.
4. **Review Level of Service Calculations.** The level of service calculation output pages for the study scenarios included in the report will be reviewed for accuracy. Project and cumulative conditions level of service calculations will be reviewed to ensure project traffic and traffic due to future traffic growth are accurately represented within the established traffic volumes.
5. **Review Roadway Improvement Triggers.** Sub-consultant will review the identified mitigation measures to ensure they adequately mitigate the project impacts. In addition, a qualitative assessment of mitigation timing in relation to project completion will be completed. Specifically, the need for and timing of implementation of the improvement of the SR 25 and SR 156 to serve project traffic will be verified. The review will include the identification of adverse effects on local roadways should necessary improvements not be implemented as needed.
6. **Review Impact Fee and Improvement Funding.** Sub-consultant will review all applicable City and County traffic impact fees that will be required of the project. The traffic impact fee roadway improvement programs will be reviewed to ensure that the completion of roadway improvements required to mitigate project impacts can be implemented concurrent with project completion. The need for implementation of improvements by the project or adequate project fair-share contribution will be identified.
7. **Review Traffic Study Conclusions and Recommendations.** The conclusions and recommendations for accommodating project-generated traffic, as presented in the traffic report, will be reviewed to determine if they are adequate.
8. **Review Memorandum.** The results of the review will be documented in a technical memorandum report.
9. **Second Round of Review.** Upon revision of the traffic study, Sub-consultant will review the traffic study a second time to ensure that all issues identified in the in the peer review memorandum were addressed.

This task assumes that Sub-consultant will not revise or update any traffic-related analyses, collect updated count data or prepare feasibility drawings

for mitigation measures. This task does not include coordination meetings or attendance at public hearings.

## ***TASK 2 DELIVERABLES***

- Peer review memorandum (digital submittal)
- One conference call

### **Task 3 Project Description**

Preparation of the project description as an initial task is critical as the project description will form the basis for all of the environmental evaluation under CEQA. Using the Specific Plan prepared by the County based on The Vintage Specific Plan prepared by Richland Communities, Inc., and the results of the refined project under Task 1.2, Consultant will prepare the EIR project description in partnership with RMA staff. Consultant will ensure that the project description is prepared in accordance with CEQA Guidelines Section 15124. Consultant can assist with the detailed summary of the proposed project components using text, tables, and graphics as indicated. As required by CEQA Guidelines Section 15124, the project description will include the following:

- A list of objectives of the project summarizing the underlying purpose of the project that can later be used to devise required alternatives
- A description of the regional and precise location and boundaries of the proposed project
- A description of proposed construction and long-term operational activities, along with proposed phasing of development
- A general description of the project's technical, economic, and environmental characteristics, considering the principal engineering proposals if any supporting public service facilities
- A statement briefly describing the intended uses of the EIR, including a list of permits requested and responsible agencies, and a list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies.
- Supporting illustrative graphics showing the regional location and precise boundaries of the project. These graphics may include location and vicinity maps, photographs depicting existing site conditions, and a site plan provided by the applicant.



The project description will be based primarily on the refined County-prepared Specific Plan, potentially refined from the Richland-prepared version following Task 1.2. The project description will be as specific as possible while maintaining an appropriate level of flexibility, should changes be required in response to preliminary environmental analysis.

After assisting County staff in preparing the draft project description, County RMA staff will review the draft. Consultant will update and revise the project description based on comments received from County staff.

### **TASK 3 DELIVERABLES**

- First draft EIR project description (digital submittal)
- Revised draft EIR project description (digital submittal)

## **Task 4 Additional Studies**

### ***Subtask 4.1 Limited Phase II Subsurface Investigation***

This task includes the preparation of a Limited Phase II Subsurface Investigation recommended in the Phase I Environmental Site Assessment prepared for the project (Hillmann Consulting, LLC 2015) to address identified or suspected REC's as a result of historic use of the property as an orchard. The Limited Phase II would include sampling and lab testing of shallow soils in the area of agricultural (orchard) usage to further assess whether elevated levels of pesticide compounds exist on the property. If shallow testing identifies the presence of hazardous materials, deeper samples may be required at an additional cost.

### ***Subtask 4.2 Vehicle Miles Traveled Evaluation (Sub-consultant)***

Per the RFP and discussions with County staff, a standard level of service (LOS) based traffic analysis may not be sufficient to determine the full extent of project impacts on the transportation system to satisfy CEQA, given the large size of the project and forthcoming legal requirements pursuant to SB 743. Under this task, Sub-consultant will prepare an evaluation of vehicle miles travelled (VMT) per SB 743 for traffic impact analysis in EIRs. Sub-consultant will model the estimated VMT that would be generated from the vehicle trips related to the project. The project VMT impacts evaluation could rely on comparing the project-generated VMT with readily available VMT projections provided in the San Benito County 2040 General Plan. However, this approach will not provide detailed project specific VMT analysis and will be qualitative. Alternatively, the most recent AMBAG Regional Transportation Demand Model (RTDM) model

could be used to calculate the projected baseline Countywide VMT and the change in VMT with the project under the Existing Plus Project and Cumulative Plus Project conditions scenarios. Impacts and general potential mitigation measures based on the VMT evaluation will be identified.

***Subtask 4.3 Supplemental Site Access Evaluation (Sub-consultant)***

Per discussions with County staff, it may be necessary to evaluate the adequacy of the proposed Airline Highway access point and need for additional access points from the surrounding transportation network. This type of detailed analysis is typically completed as part of the Specific Plan document, where specific location and roadway geometrics for proposed new/improved roadway segments are identified. Accordingly, under this task, Sub-consultant will complete a Supplemental Site Access Evaluation.

***Subtask 4.4 General Plan Amendment Analysis (Sub-consultant)***

The preparation of a General Plan Amendment (GPA) traffic analysis may be necessary to accommodate the proposed land uses and densities. Under this task, Sub-consultant will complete a GPA traffic analysis. The analysis will consist of a long-term evaluation of identified potential development levels on the project site due to the proposed land use amendment. The long-term evaluation will include an evaluation of the project impacts under General Plan buildout conditions without and with the proposed amendment. The analysis will rely on the current General Plan and its traffic study (circulation element).

***Subtask 4.5 Visual Photosimulation Renderings (Sub-consultant)***

This task includes the preparation of two visual photosimulation renderings to aid in the analysis of potential scenic vista impacts from SR 25, an eligible state scenic highway. The visual simulations would strengthen the scenic vista thresholds analysis for the Aesthetics section of the EIR. Under this task, Sub-consultant would prepare 3D base modeling of conceptual buildings, grading, and landscape, and 3D photosimulation renderings as part of this task. As an option, Richland Communities can prepare the 3D base modeling, which can then be used by Sub-consultant to prepare the 3D photosimulation renderings; this would also reduce the cost identified for this task in the cost estimate by \$5,040. The full cost is currently identified in the cost estimate, assuming that Sub-consultant will prepare both the 3D base modeling and 3D photosimulation renderings. This task will be excluded if the applicant will prepare visual photosimulations, at the discretion of the County.

#### ***TASK 4 DELIVERABLES***

- Limited Phase II Subsurface Investigation report (digital submittal)
- VMT Evaluation, Supplemental Site Access Evaluation, and General Plan Amendment Analysis report (digital submittal)
- Two visual photosimulation renderings (digital submittal)

### **Task 5 Notice of Preparation**

#### ***Subtask 5.1 Notice of Preparation***

Consultant will prepare a Notice of Preparation (NOP) of a Draft EIR, consistent with CEQA Guidelines Section 15082. As a cost and time saving-measure, we recommend bypassing the preparation of an Initial Study as allowed by the State CEQA Guidelines Section 15060 (d).

The NOP will include a brief project description, project location, and summary of the probable environmental effects of the project. Consultant will distribute the NOP to the State Clearinghouse and all identified responsible and trustee agencies and individual on the County's distribution list via certified e-mail. NOP responses will be addressed within the EIR. If NOP responses suggest the need for additional analysis not included in this scope of work, Consultant will work with County staff to determine the appropriate course of action and may request a scope amendment to address the responses, if warranted.

#### ***Subtask 5.2 Scoping Meetings***

Consultant will attend two scoping meetings to be scheduled by County staff. Consultant will prepare a PowerPoint presentation and can present at the meeting at the County's request. Consultant staff will transcribe notes from the meeting and will be available to assist answering any questions.

#### ***TASK 5 DELIVERABLES***

- Notice of Preparation (one hard copy, digital submittal and email distribution)
- PowerPoint presentation and attendance at two scoping meetings

### **Task 6 Administrative Draft EIR**

Upon County approval of the Project Description, Consultant will begin preparation of the Administrative Draft EIR in accordance with the recently updated State CEQA Guidelines, adopted in December 2018. This task includes

all components necessary to complete the environmental impact analysis. The Administrative Draft EIR will include the following sections:

### ***Subtask 6.1 Executive Summary***

The Executive Summary will include an introduction and purpose, a brief description of the proposed project, project alternatives, and a table summarizing the environmental effects and mitigation measures associated with the proposed project. The Executive Summary will be provided at a level of detail that allows the section to function as a stand-alone printed document.

### ***Subtask 6.2 Introduction, Project Description, and Environmental Setting***

The Introduction section will include a narrative on the background of the project. In addition, lead, responsible, and trustee agencies will be identified and the scope, content, and purpose of the EIR will be described. The Project Description section will consist of the project description that was prepared in Task 2. The Environmental Setting section will provide a description of the existing environmental conditions in the project region and on the project site.

### ***Subtask 6.3 Environmental Impacts and Mitigation Measures***

The main body of the EIR will consist of the assessment of potential environmental impact analysis of the proposed project. Each environmental issue addressed in the EIR will have five main subsections:

- Setting
- Methodology and Significance Thresholds
- Impact Analysis
- Mitigation measures
- Residual Impacts

The setting section will describe the applicable environmental conditions of the project area. The setting will be based on existing data sources, including existing technical studies, supplemented with additional research.

The impact analysis section will include a statement of the significance thresholds that were used to determine if an impact would have the potential to result in a significant environmental effect. Impacts of the proposed project when compared to existing conditions in the project area would be identified, as would cumulative impacts resulting from regional growth. Impacts will be quantified where possible. If existing data does not allow definitive quantification,

reasonable assumptions will be used to qualitatively determine potential impacts.

All mitigation measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Conditions where the proposed mitigation measures would not reduce the identified impacts to a less than significant level will be clearly identified. Secondary impacts of mitigation measures will also be discussed.

The final section will describe the level of significance after mitigation. This will be a brief statement noting where any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unavoidable, significant but mitigable, less than significant, or beneficial. Any secondary effects from proposed mitigation measures will be described as appropriate.

#### ***Subtask 6.4 Alternatives***

This section will be prepared in accordance with the requirements of the CEQA Guidelines Section 15126(d) and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives. Consultant staff will analyze up to four alternatives, including the CEQA-required “no project” alternative. Alternatives will be determined in consultation with County staff and the applicant, as appropriate, based on the preliminary findings of the environmental analysis and an assessment of identified project objectives.

Per the State CEQA Guidelines, the alternatives will evaluate the same environmental topic areas in a more qualitative manner with less detail than the proposed project. However, where impacts have been identified as significant for the proposed project, the alternatives will identify applicable mitigation requirements for the alternatives, so a meaningful comparison can be made, and if necessary CEQA Findings in support of the alternatives can be prepared. The analysis will identify whether the alternatives would result in impacts that are less than, similar to, or greater than the proposed project, the level of significance, and mitigation requirements. A matrix that depicts the magnitude of impacts associated with the alternatives when compared to the proposed project will be provided. At the conclusion of the alternatives analysis, the environmentally superior alternative will be identified.

### ***Subtask 6.5 Other CEQA-Required Sections***

Also included in the EIR will be other sections required by CEQA, such as table of contents, references, persons contacted, list of preparers, and summary of potential growth inducing and significant irreversible effects.

### ***Subtask 6.6 References and List of Preparers***

This section will provide a list of references for citations found in the body of the EIR. In addition, this section will also identify all federal, state, or local agencies, other organizations, and private individuals consulted in preparing the EIR, and the persons, firm, or agency preparing the EIR.

### ***Subtask 6.7 Administrative Record***

During the course of ADEIR preparation, Consultant will maintain an organized record of all supporting documents used in the EIR, including technical reports and memos, phone logs and emails that provide data used in the EIR and other reference sources. Consultant will provide this administrative record in digital format via Consultant's FTP site.

## ***TASK 6 DELIVERABLES***

- Administrative Draft EIR (digital submittal)

### **Task 7 Second Administrative Draft EIR**

In accordance with the RFP, County RMA staff will coordinate the internal County review and compile comments on the ADEIR. Additionally, County Counsel will review and compile comments on the ADEIR. Revisions will be provided in Word documents using "track changes" and uploaded in digital format to Consultant's FTP site for easy access.

Upon receipt of County staff and legal counsel comments, Consultant will revise the document based on comments received and provide a Second ADEIR for review. Revisions will be shown using "track changes" in Microsoft Word, for ease of second review. This scope assumes that comments on the first ADEIR may result in substantive revisions to the EIR but will not result in an inordinate amount of revisions, new or expanded technical analysis, or additional site-specific data collection.

## ***TASK 7 DELIVERABLES***

- Second Administrative Draft EIR (digital submittal)

## **Task 8 Screencheck Draft EIR**

In response to County staff and legal counsel review of the Second ADEIR, we will complete final revisions to the document before creating a Screencheck Draft EIR for final review prior to publication. At this stage, it is anticipated that revisions will be limited to minor textual revisions and formatting changes. Consultant will deliver the Screencheck Draft EIR as a clean, fully compiled PDF.

### ***TASK 8 DELIVERABLES***

- Screencheck Draft EIR (digital submittal)

## **Task 9 Public Draft EIR**

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment. Consultant will assist County RMA staff in the preparation of documents required for submission to the State Clearinghouse for publication of the EIR, including the Notice of Completion (NOC) and Summary Form. Consultant will mail the following documents to the State Clearinghouse via certified mail: one copy of the Notice of Completion (NOC), 15 hardcopies of the Summary Form, and 15 CDs of the EIR. This scope of work also includes providing the County with up to 15 printed copies of the Draft EIR with appendices on a CD at the back of the document, and a digital version in PDF format for posting to the County's website. Based on the RFP, Consultant understands the County will be responsible for distributing and circulating the Draft EIR and associated Notice of Availability to agencies, local jurisdictions, and individuals. However, Consultant can assist the County in this process by providing guidance and instruction on filing the Notice of Availability with the County Clerk and reviewing the County's mailing list for adequacy.

### ***TASK 9 DELIVERABLES***

- Public Draft EIR (digital submittal, 15 CDs, up to 15 hard copies with appendices on CD)
- Notice of Completion (one hard copy)
- SCH Summary Form (15 hard copies)

## **Task 10 Final EIR**

The final formal stages of the EIR process involve responding to comments, holding public hearings, and final editorial tasks. At this point, all of the discretionary permit applications and the proposed Final EIR will be brought together for final public and decision-maker scrutiny in order to facilitate official

decisions regarding the application. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

### ***Subtask 10.1 Response to Comments/Administrative Final EIR***

Upon closure of the public comment period, Consultant will review all comment letters received and prepare a brief memorandum summarizing key issues raised, recommending approaches for responding, and identifying any additional technical analyses that might be required. After submission of the memorandum, we will meet with County staff to discuss the recommended approach and strategy to responding. If additional effort or technical study is required, beyond what is assumed in this scope of work (as detailed below), the need for a scope amendment will be discussed at this time.

After this County concurrence on the recommended approach to responding to comments, Consultant will prepare responses to each comment received (including verbal comments provided at the EIR public hearing). As necessary and appropriate, Consultant will revise the Draft EIR text, showing the revisions using strikethrough for deleted text and underline for added text. The Administrative Final EIR will be provided to County staff for review in electronic (Word and/or PDF) format. The Administrative Final EIR will consist of an introduction, comments and responses, and a summation of Draft EIR text revisions, consistent with the approach used for the Bluffs at Ridgemark EIR. This scope of work assumes that all comments received during the public comment period can be adequately responded to in 78 professional staff hours. This level of effort would be adequate for approximately 10 to 15 comment letters, assuming four to five of these letters are substantive or detailed, while the remainder are short and/or straight-forward. The actual level of effort required will be highly dependent on the extent and sophistication of the comments received, and we reserve the right to reassess our scope and budget after receipt of public comments.

### ***Subtask 10.2 Mitigation Monitoring and Reporting Program***

Concurrent with the Administrative Final EIR, Consultant will prepare a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be provided in a format designed for use by planners or code enforcement officers and will incorporate both monitoring by the County and reporting by the applicant, with subsequent report verification by onsite inspection, if necessary. Essentially, this plan will take the form of a detailed table that compiles all of the adopted mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program will include:



- Suggested wording as a condition of approval;
- Identification of persons/agencies responsible for monitoring compliance with each condition;
- Timing when monitoring must occur;
- Frequency of monitoring; and
- Criteria to be used to determine compliance with conditions.

### ***Subtask 10.3 Publication of Final EIR***

Consultant assumes two rounds of County review and comments on the Administrative Final EIR and MMRP. Once the second review of the Administrative Final EIR is approved, Consultant will provide the Final EIR (introduction, comments and responses, and a summation of Draft EIR text revisions) for certification by the County Board of Supervisors. Consultant will produce 10 paper copies of the Final EIR with the appendices on CD, and 10 additional CDs with the entire Final EIR, including appendices. In addition, Consultant will provide an electronic version of the Final EIR in a searchable PDF format for website use. Consultant will be responsible for filing a Notice of Determination with the County Clerk's office but will not be responsible for filing fees including California Department of Fish and Wildlife.

### ***TASK 10 DELIVERABLES***

- Comment letter summary and approach memorandum (digital submittal)
- Administrative Final EIR (digital submittal)
- Draft and revised MMRP (digital submittal)
- Final EIR (10 hard copies with appendices on CD, 10 CDs, digital submittal)
- Notice of Determination (three hard copies)
- One in-person meeting

### **Task 11 CEQA Resolution**

Consultant will prepare the draft CEQA Resolution for County review and comment. The CEQA Resolution will be prepared in accordance with the County's required format. The CEQA Resolution will incorporate the CEQA Findings and, if applicable, the Statement of Overriding Considerations as attachments. Per guidance in the RFP, we assume that the County will prepare the CEQA Findings and as applicable, Consultant would prepare the Statement of Overriding Considerations under Task 12. Consultant will respond to up to

two rounds of consolidated review comments from County staff and legal counsel.

***TASK 11 DELIVERABLES***

- Draft and revised CEQA Resolution (digital submittal)

**Task 12 Statement of Overriding Considerations (if applicable)**

CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Consultant is available prepare a Statement of Overriding Considerations. Consultant would respond to up to two rounds of consolidated review comments from County staff and legal counsel.

***TASK 12 DELIVERABLES***

- Draft and revised Statement of Overriding Considerations (digital submittal)

**Task 13 Public Hearings**

Consultant's Project Manager will attend two public hearings, one at the Planning Commission and one at the County Board of Supervisors. Hearing attendance will include assistance with oral presentations to the hearing body and graphic presentations. These hearings will be scheduled and selected at the County's discretion.

***TASK 13 DELIVERABLES***

- PowerPoint presentation and attendance at two public hearings

## **1.2 Approach to Technical Issues**

Based on our experience with similar projects and the project area, we have assembled a scope of work which facilitates thorough analysis of the following issue areas in a timely and cost-effective manner. This scope of work reflects the updates to the CEQA Guidelines adopted in December 2018. The CEQA Guideline update will include questions related to transportation pursuant to Senate Bill 743 (i.e., Vehicle Miles Traveled Analysis), wildfire risk pursuant to SB 1241, and relocate questions related to paleontological resources to the Geology and Soils EIR Section.

Aesthetics	Land Use and Planning
Agricultural Resources	Noise
Air Quality	Population/Housing
Biological Resources	Public Services
Cultural Resources	Recreation
Energy	Transportation/Traffic
Geology and Soils	Tribal Cultural Resources
Greenhouse Gas Emissions	Utilities/Service Systems
Hazards and Hazardous Materials	Wildfire
Hydrology/Water Quality	

Our technical approach for each of these issue areas is described below. To the extent possible, Consultant will incorporate information from the existing technical reports prepared for the project. Under Task 2, we have included peer review of these technical reports to verify their accuracy and objectivity, and to confirm they are sufficient for the CEQA analysis. Consultant will additionally leverage our experience on prior County EIRs, including the recent Bluffs at Ridgemark EIR, to streamline the analysis.

**Aesthetics**

The project site is not proximate to County-designated scenic roadways but is adjacent to and will be visible from State Route (SR) 25. SR 25 is a State-designated Eligible State Scenic Highway. Given the potential for official State-designation in the future, project impacts to views from SR 25 will be evaluated. While the majority of the hillsides visible from SR 25 will likely be preserved, the introduction of paved areas, structures, and nighttime lighting will alter existing the open character of portions of the site and the surrounding area. The aesthetics analysis will include visual characterization of the project site and general project area and discussion of the impact of the proposed land use changes on scenic resources and visual character. This task includes a site visit to take photographs of the existing visual character of the project site and the view of the project site from SR 25. Approximately three figures with images will be incorporated into the EIR section. Given the immediate adjacency of SR 25, a State-designated Eligible State Scenic Highway, we recommend the preparation of visual simulations by Sub-consultant, which are included as Subtask 4.5. Potential light and glare impacts will be reviewed for potential impacts to the night sky given the proximity of the project site to the Pinnacles National Park, approximately 20 miles to the south, and for consistency with the Development

Lighting Ordinance (SBC Code Chapter 19.13). Mitigation measures will be identified as appropriate.

### **Agricultural Resources**

The project site is currently used for cattle grazing and is designated by the California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) as Grazing Land with small portion of land at the southwest corner designated Other Land. Because no portions of the site are designated as Important Farmland, the analysis in this section will focus on potential conflicts between proposed development and other adjacent agricultural uses. Consultant will review existing literature sources regarding on-site and nearby soil conditions and their general suitability to support agricultural activities. Locally adopted agricultural protection policies and programs will be discussed to determine project consistency. A discussion of on-site soils and their agricultural capabilities based on USDA Soil Conservation Service and Important Farmland Inventory classification systems will be included. In coordination with the other sections of the EIR, potential impacts of the project on nearby agricultural operations (i.e. from air pollution, traffic, water and wastewater) will be evaluated, and a site reconnaissance will be performed to identify potential land use conflicts associated with the proposed project and agricultural land uses in the vicinity. This section will include mitigation measures to reduce agricultural impacts, if applicable. Mitigation may include the purchase of off-site agricultural easements, consistent with the Bluffs at Ridgemark EIR.

### **Air Quality**

The proposed project would generate temporary construction emissions and long-term emissions associated with project-related vehicle trips. The air quality analysis will incorporate the *Air Quality and Greenhouse Gas Assessment* prepared for the project (ECORP Consulting, Inc. 2018). This assessment was prepared using methodologies and assumptions recommended in the rules and regulations of the Monterey Bay Air Resources District (MBARD). This section will include the temporary construction emissions and long-term emissions quantified with CalEEMod, and the Air Quality Management Plan (AQMP) consistency determination prepared in accordance with the MBARD Consistency Procedure 4.0 (2011), based on ECORP's Assessment. Mitigation measures identified in the Assessment will be incorporated into the impact analysis.

### **Biological Resources**

The biological resources analysis will include a review of existing reports and environmental documents, plans, databases, and literature. This section will also

incorporate the technical reports prepared for the project, including *Biological Resources Assessment* and *Special-Status Plant Survey Report* prepared by Madrone Ecological Consulting in 2018. The project site currently comprised predominantly of annual grassland, with some chaparral, developed areas, and several wetland features including vernal pools. These areas likely provide suitable habitat for several special status species, including vernal pool fairy shrimp, San Joaquin kit fox, burrowing owl, and a host of birds protected under the California Fish and Game Code. Consultant will provide an analysis of potential impacts to these and other species, as well as potential impacts to wetland resources, based on the Biological Resources Assessment technical study.

### **Cultural Resources**

The results of the *Cultural Resources Inventory and Evaluation Report* prepared for the project (ECORP Consulting, Inc. 2018) will be incorporated into the cultural resources section of the EIR. Any potential impacts will be identified and mitigation measures will be recommended as necessary, based on these technical reports. Our cost estimate assumes that the findings of the cultural resource study are adequate and no revisions will be necessary. Pursuant to the recent CEQA Guidelines update, paleontological resources will be analyzed in the Geology and Soils EIR Section.

This task includes assistance with consultation for AB 52 and SB 18 by providing the County letter templates, checklists, and detailed instructions to promote meaningful consultation with interested Native American groups. Native American contacts have 30 days to respond and request further consultation under AB 52 and 90 days under SB 18. Under this task, Consultant assumes that the County will provide Consultant with a list of tribes who have requested AB 52 notification. SB 18 assistance will include preparation of an SB 18-specific Sacred Lands Files (SLF) search request to the Native American Heritage Commission. This task includes two in-person meetings at the County to assist with tribal consultations and up to two follow up conference calls.

### **Energy**

Analysis of energy impacts has been required by CEQA since 1974, requiring EIRs to include measures to avoid wasteful and inefficient uses of energy. The December 2018 CEQA Guidelines require integration of the energy analysis with the rest of the CEQA analysis. Consultant will prepare an Energy EIR Section to address relevant questions regarding potential energy impacts. The energy use reported in the CalEEMod data in the *Air Quality and Greenhouse Gas Assessment* prepared for the project (ECORP Consulting, Inc. 2018) will be used to quantify project energy consumption. This consumption will be compared to statewide

consumption to demonstrate relative energy efficiency. Additionally, the analysis will consider regulations and policies, such as the California Building Code, as well as any policies pertaining to the energy conservation in the County's General Plan and the proposed Specific Plan to determine how energy consumption may be conserved by the project.

## **Geology and Soils**

This section will identify the issues associated with seismic risk as well as soil-related hazards, such as liquefaction, shrink-swell soils, and erosion, based upon the Geotechnical Feasibility Study and Supplemental Geotechnical Feasibility Investigation prepared for the project (Earth Systems 2018). The northeastern portion of the project site potentially lies within a trace of the Tres Pinos fault, which is less active than the actual fault. According to these existing geotechnical studies, potential hazards identified on the project site include, strong ground shaking, highly expansive soils with shrink-swell capacity, and potential for unstable soil conditions during grading due to the fine-grained nature of soils at the site. Recommended mitigation measures for identified geological hazards have been included in the geotechnical studies. The EIR will incorporate the findings of these studies in a CEQA context, identifying mitigation measures where appropriate.

Pursuant to the December 2018 CEQA Guidelines update, potential impacts to paleontological resources will be considered in the Geology and Soils EIR Section, rather than in the Cultural Resources EIR Section. Consultant will conduct a paleontological resources assessment to identify the geologic units that may be impacted by project development, determine the paleontological sensitivity of geologic unit(s) within the project site, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources. The paleontological resource assessment will consist of a fossil locality record search, review of existing geologic maps, and a review of primary literature regarding fossiliferous geologic units within the project vicinity and region. A separate paleontological resources assessment is not proposed, but rather the assessment will be part of the analysis provided in this section of the EIR. Consultant assumes that direct expenses for the locality search will not exceed \$300 and that no field survey will be required.

## **Greenhouse Gas Emissions**

The greenhouse gas emissions analysis will incorporate the *Air Quality and Greenhouse Gas Assessment* prepared for the Specific Plan (ECORP Consulting, Inc. 2018). Using this Assessment, the EIR will summarize the proposed project's potential contribution to cumulative impacts related to climate change, including

the proposed project's potential contribution to cumulative impacts related to climate change. The impact analysis will include an overview of the types and sources of GHGs, and the potential environmental effects of GHGs and climate change. An overview of the current regulatory framework regarding GHGs/climate change, including Assembly Bill (AB) 32, Senate Bill (SB) 97, and SB 375, as well as adopted amendments to the State CEQA Guidelines, will also be described. Mitigation measures recommended in the ECORP Assessment will be included in the impact analysis.

The Monterey Bay Air Resource District (MBARD) has not formally adopted thresholds to evaluate GHG emissions. In the absence of local guidance, Consultant will consult with MBARD staff during the preparation of this section to verify the thresholds and assumptions used in the ECORP Assessment are accurate. In our experience, MBARD encourages lead agencies to consider a variety of metrics for evaluating GHG emissions and related mitigation measures as they best apply to the specific project. MBARD has in the past recommended using the adopted San Luis Obispo Air Pollution Control District (SLOAPCD) quantitative threshold for land use projects, which may be appropriate here given prior County precedent. To account for the recent court case, *Golden Door Properties v. County of San Diego*, Consultant will provide a summary justifying the use of this threshold. Finally, using the results from the ECORP CalEEMod run, Consultant will prepare a GHG section that focuses on the impacts of the proposed project on climate change.

### **Hazards and Hazardous Materials**

The site has been utilized as agricultural land and a residence since its original development prior to 1939. Based on the historic usage of the site as an orchard, there is potential for residual pesticide levels to existing in the shallow soils. A *Phase I Environmental Site Assessment* has been prepared for the project (Hillmann Consulting 2015). Consultant will summarize the key findings of this study related to historic and current site use as a cattle grazing operation, including: Recognized Environmental Concerns (RECs), aboveground storage tanks, abandoned wells, asbestos, and lead. The EIR will incorporate the findings of these studies in a CEQA context, identifying mitigation measures where appropriate.

In the Phase I ESA, Hillmann Consulting recommended the preparation of a Limited Phase II Subsurface Investigation. Consultant can prepare the Phase II Subsurface Investigation as outlined under Subtask 4.1.

## **Hydrology and Water Quality**

The hydrology and water quality analysis will incorporate the *Summary Report Hydrogeological Evaluation* (Geoconsultants, Inc. 2018) prepared for the project. This section of the EIR will describe the existing flooding, drainage, and stormwater collection systems within the immediate project area, incorporating findings of available applicant-prepared drainage analyses and stormwater management calculations. The analysis will briefly describe regulations regarding water quality, including National Pollutant Discharge Elimination System (NPDES) requirements. Potential impacts related to runoff volumes, drainage patterns, and water quality will be determined, with a qualitative discussion of impacts to water resources. Mitigation measures to contain projected stormwater flows, protect long-term water quality, and promote water conservation, will be provided as appropriate, based on recommendations from the *Summary Report Hydrogeological Evaluation*. This section will be closely coordinated with the Biological Resources and Utilities sections of the EIR to ensure that adequate measures are implemented to protect sensitive biotic resources that may be present or in the site vicinity and ensure that the project would be served by adequate water supplies.

## **Land Use**

This discussion will analyze the relationship of the proposed project and any associated entitlements to applicable planning policies and ordinances, including the County General Plan, County Code, and, if applicable, San Benito County Local Agency Formation Commission (LAFCo) policies. A policy consistency analysis will provide a thorough review of the project against the various regulatory documents adopted by the County and other responsible agencies. The land use analysis will focus on: 1) compatibility with adjacent properties, including changes in the character of the site and the scale and appropriateness of the proposed new development; 2) loss of agricultural land with reference to long range planning for agricultural lands in the County; and 3) policy consistency with the County regulatory environment, including the County General Plan, Zoning Ordinance, Air Quality Management Plan, Water Quality Control Plan, and other relevant planning programs. The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, the land use regulatory and jurisdictional pattern. Mitigation measures may include development of policies to incorporate in the Specific Plan to reduce inconsistencies with adopted land use plans.

## **Noise**

Consultant will discuss potential project impacts related to short-term and long-term noise generation and exposure. Consultant will utilize the *Environmental*



*Noise and Vibration Analysis* (Geoconsultants, Inc. 2018) prepared in August 2018 by Paul Bollard of Bollard Acoustical Consultants, Inc. for the project. Consultant will utilize the quantitative analysis in Bollard's analysis to evaluate project noise levels and noise level increases related to site preparation/ construction at the south and west end of the site. Because the Bollard analysis focuses noise measurements toward the south and west end of the site (i.e., furthest from the sensitive receptors), Consultant will conduct two ambient noise measurements in the field to characterize existing noise conditions at sensitive receptors located north of the site at the Ridgemark community and east of the site, across SR 25 at Tres Pinos Elementary School. The measurements will be taken using an ANSI Type II sound level meter. Up to three 20-minute daytime measurements will be taken. These noise levels and modeled increases will be evaluated relative to County noise standards. Short-term noise from project construction and long-term operational noise primarily occurring as a result of increased traffic to the site have been analyzed in the Bollard analysis and will be summarized. Mitigation measures recommended in the Bollard analysis will be summarized, and any additional mitigation measures related to reducing noise at the sensitive-receptors as a result of the two new ambient noise measurements to be taken by Consultant.

### **Public Services**

Consultant will assess the project's effects on public services by reviewing existing plans and contacting local service providers, including the City of Hollister Fire Department, the San Benito County Sheriff's Office, the Hollister School District, and the County Parks and Recreation Department to assess current service levels and potential effects of the proposed project on service standards. Consultant will quantify project student generation and demands on parkland. This evaluation will discuss the applicable impact fees that would be required to offset public services impacts.

### **Transportation/Circulation**

Sub-consultant will join our project team to peer review this section of the EIR will be prepared using the existing *Traffic Impact Analysis* (TIA) (Kimley-Horn 2018) prepared for the project. Metrics that will be used to evaluate impacts include vehicle trips generated and how these trips would impact intersection operations during peak traffic hours. Intersection operation impacts will be quantified in terms of either acceptable or unacceptable Level of Service (LOS), as reported in the TIA. Mitigation measures recommended in the TIA for unacceptable LOS impacts, as applicable, will be incorporated into the EIR.

The TIA does not include a Vehicle Miles Travelled (VMT) evaluation prepared pursuant to Senate Bill 743 or the updated CEQA Guidelines. Therefore, Sub-

consultant will complete a VMT evaluation under Subtask 4.2 to supplement the existing TIA.

### **Utilities and Service Systems**

As stated in the RFP, the anticipated water and sewer service provider are unknown at this time. The specific plan will include a feasible solution for providing adequate water and wastewater. The project site is located just outside of the Hollister Urban Area, a planning boundary encompassing the City of Hollister and Sunnyslope County Water District. Nearby water providers include Sunnyslope County Water District (serving Ridgemark), Tres Pinos County Water District (serving Tres Pinos) and County Service Area No. 31 (serving the Stonegate Community). Groundwater is a potential source of water for the project. Raw water supply is also available from the San Felipe Unit of the Central Valley Project (CVP), managed locally by the San Benito County Water District (Schaaf and Wheeler 2018).

The forthcoming 2019 CEQA Guideline update require evaluation of whether the project would “substantially decrease groundwater supplies” and whether the project would lower the groundwater table level such that permitted uses would no longer be supported. Consultant will incorporate relevant information into this section from the *Water Demand Estimate Memorandum* prepared for the project (Schaaf and Wheeler 2018), the *Geotechnical and Geologic Feasibility Study and Supplemental Geotechnical Feasibility Investigation* (Earth Systems 2018), the groundwater production potential evaluated in the *Summary Report Hydrogeological Evaluation* (Geoconsultants, Inc. 2018), and the Hollister Urban Area 2015 Urban Water Management Plan (UWMP) to evaluate this impact. Additionally, we assume the County or the San Benito County Water District will prepare a Water Supply Assessment for the project per SB 610. Information from the Water Supply Assessment, in conjunction with the aforementioned technical studies will be used to determine water supply impacts. It is assumed in this scope of work that either the County or the District will prepare a Water Supply Assessment (WSA), which Consultant will incorporate into the EIR analysis.

Three wastewater treatment options are being considered for the project: 1) connecting to the City of Hollister system, 2) constructing a stand-alone treatment plant, or 3) constructing a system to serve the proposed project and the adjacent Tres Pinos wastewater treatment system. We assume that one of these options will be selected during Task 1.2, such that the EIR analyzes one proposed option. Consultant will incorporate pertinent information from the Wastewater Flows and Disposal Memorandum (Schaaf and Wheeler 2018) prepared for the project, among other resources, to determine either whether there is adequate

capacity by an existing wastewater treatment provider or whether a proposed new wastewater treatment facility could cause significant environmental effects.

Consultant will also use information provided in the County General Plan, consultation with the County's Integrated Waste Management Department, and landfill information provided by Department of Resources Recycling and Recovery (CalRecycle) to quantitatively assess the impacts of the project on applicable landfills.

### **Wildfire**

This section will be prepared pursuant to the recent CEQA Guidelines update, which amended the checklist in Appendix G of the CEQA Guidelines to include questions related to fire hazard impacts for projects located on lands classified as state responsibility areas, as defined in section 4102, and on lands classified as very high fire hazard severity zones, as defined in subdivision (i) of section 51177 of the Government Code." [Pub. Resources Code, § 21083.01 (emphasis added)]. We will review fire hazard severity mapping prepared by CalFire to determine where very high fire hazard severity zones exist on the project site or nearby. This section will also evaluate prevailing wind data, if available from CARB or other sources, site topography, and vegetation mapping, relative to the land use schematic in the Specific Plan to determine the potential for wildfire risk on the project. Secondary impacts related to wildfire, such as toxic smoke and mudslides on burnt slopes will be assessed. Mitigation measures will be provided to reduce potentially significant impacts, if applicable. Mitigation may include measure prohibiting construction involving welding, grinding, or other activities generating sparks or flames on red flag or high fire danger days.

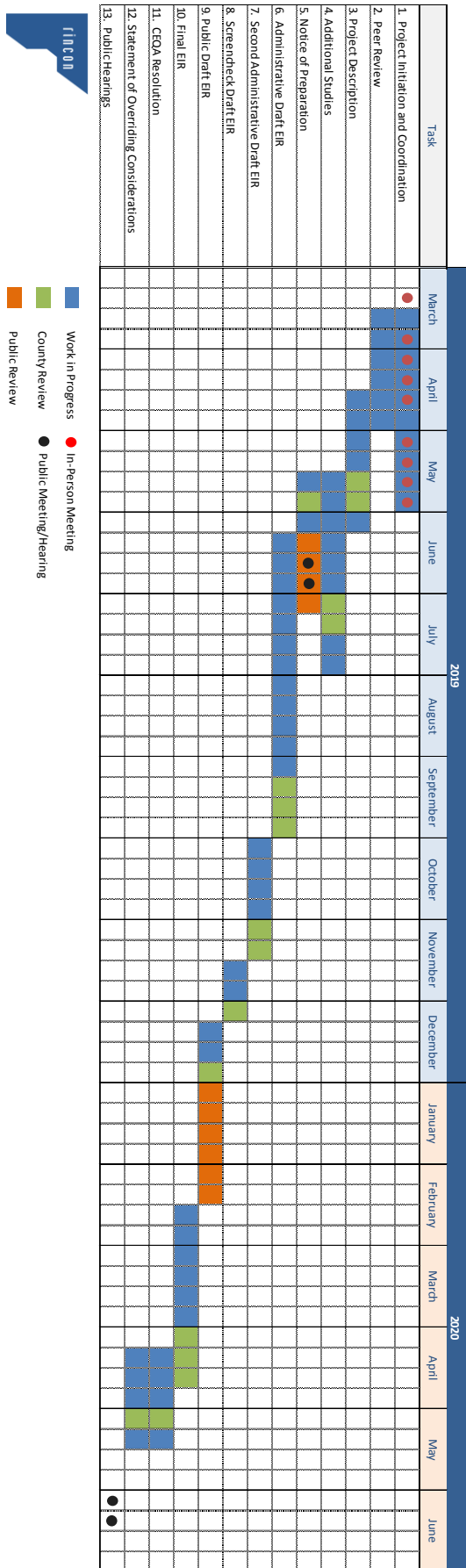
### **Effects Found not to be Significant**

Because this is an EIR and no Initial Study is being prepared, the EIR will include a section describing the issues for which a less than significant impact is anticipated. This section will include sufficient evidence to support less than significant impact findings for the following CEQA Appendix G Checklist: Forestry Resources and Mineral Resources.

### **Schedule**

Barring delays beyond Consultant's control, we believe that the environmental review process can be completed in approximately 16 months. A proposed proforma schedule without delays beyond Consultant's control is provided on the following page.

San Benito County Resource Management Agency  
 Lima Property Specific Plan EIR  
 Revised Proposed Schedule- 2/4/19



END OF ATTACHMENT A.

**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, on the basis specified in paragraph B-4 below.

One month in arrears, on the basis specified in paragraphs B-4 and B-5 below.

B-2. PAYMENT

County shall make payment to Consultant at the address specified in paragraph 8 of this contract or to such other location as Consultant designates in writing, net thirty (30) days from the invoice date.

B-3. COMPENSATION

County shall pay to Consultant a total sum not to exceed \$352,199.00 (as broken down by Task in Paragraph B-4) 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. PROGRESS PAYMENTS

County shall make periodic progress payments to Consultant in accordance with the following schedule:

- (a) The consultant will be paid the following amounts at the completion of the task milestones listed on the following page:

<b>Milestone</b>	<b>Amount</b>
Task 1 Kickoff Meeting	\$68,210.00
Task 2 Peer Review	\$74,667.00
Task 3 Project Description	\$8,452.00
Task 4 Additional Studies	\$63,983.00
Task 6 Administrative Draft EIR (plus payment for Task 5 Notice of Preparation)	\$88,810.00 + \$4,719.00
Task 7 Second Administrative Draft EIR	\$6,488.00
Task 9 Public Draft EIR (plus payment for Task 8 Screencheck Draft EIR)	\$5,405.00 + \$2,461.00
Task 10 Response to Comments/Administrative Final EIR	\$21,810.00
Task 11 CEQA Resolution	\$1,993.00
Task 13 Public Hearings (plus payment for Task 12 Statement of Overriding Considerations)	\$3,812.00 + \$1,389.00

(b) The payments shall be applied to the contract price as set forth in paragraph B-3 above.

B-5. SPECIAL COMPENSATION TERMS (check one)

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (see attached).

**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 costs, 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 REQUIREMENTS.**

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 an 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 limits 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 in 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 employees 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 to 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 attempted 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. TIME 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 mail, 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 prepaid; 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 employee 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.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

The following specific terms and conditions shall apply: (*specify*).

1. This contract is based on the Request for Proposals issued by the County of San Benito on November 28, 2018. Public and agency comments submitted in response to the Notice of Preparation (NOP) and/or scoping meeting may identify additional necessary EIR scope items. Additional scope items may require additional budget and, if so, Consultant will provide the County with an estimated budget for the additional scope of work. Additional scope of work and budget will require an amendment to this contract.
2. The parties understand that the project applicant, not the Consultant, will be responsible for payment of CEQA document filing fees, including California Department of Fish and Game Filing Fees, with the County Clerk's Office.

**END OF ATTACHMENT D**

**ATTACHMENT E**  
**Communications Protocol**  
for the preparation of  
Lima Property Specific Plan and EIR

**PURPOSE**

The purpose of this Communications Protocol, for the preparation of the County's Specific Plan and EIR funded by Richland Communities, Inc. on the 'Lima' property located on Highway 25, is to establish roles, responsibilities and ground rules for communication between the primary parties. To be clear, this is a County led project to prepare County documents. The RMA is the central point of all communications so that there will be a complete and transparent public administrative record.

The fundamental intent of this Communications Protocol is to establish an "arms-length" policy between Richland Communities or their representatives, and the various consultants under contract to the County either directly or indirectly as sub-consultants. The consultants are solely under contract as the County's consultants. The consultants are to take direction on the project only from the County.

**PARTIES AND ROLES**

County RMA  
Consultants (Rincon Consultants) to the County  
Richland Communities, Inc.  
Richland Communities' Representatives  
Other Parties

**County** - This is a County managed, directed and led project for the preparation of County documents, i.e., Specific Plan, EIR and related supporting materials. It is the County's responsibility as a public agency to ensure a fair, objective and transparent process and to maintain a complete public administrative record. The County also must ensure stakeholders are provided opportunities to participate in the process. The County and RMA staff in particular is the central point of contact and communication between all parties. County staff is to be included in all communication regarding this project. There is to be no direct communication between the consultants and other interested parties without County's knowledge and pre-approval. Any conference calls are to be pre-arranged to include County staff on the line. The County's primary contact will be Darryl Boyd as the Project Manager with Taven Kinison Brown as the secondary point of contact.

**All County Consultants** – The consultants with County contracts are working on behalf of the County. Even though Richland Communities has funded the project via the reimbursement agreement, the consultants are not working for Richland or the property owners. Consultants are not to take any direction or guidance from Richland

Communities or their representatives. Consultants are not to have any communication or contact with Richland Communities or their representatives without inclusion or advance knowledge and pre-approval of County staff. If any consultant needs information from Richland Communities, or to arrange a meeting or site visit, etc., the meeting or information request is to be made to RMA staff (Darryl or Taven) with a copy to Richland Communities or their representatives. Any conference calls are to be pre-arranged to include County staff on the line. The County has instructed the consultants to report to the County any attempts by Richland Communities or their representatives to influence or direct consultant work without the County's knowledge.

**Richland Communities' Representatives** - There is not to be any direct communications between any Richland Communities Representatives and the County consultants regarding this project. Any need to communicate about the project on behalf Richland is to be made through County staff. The consultants may be copied in e-mails or other communication that is directed to County Staff. Any conference calls are to be pre-arranged to include County staff on the line. If the Richland Communities' Representatives are attorneys, the San Benito County Counsel's office is to be included in the communication, to the attention of *G. Michael Ziman, Deputy County Counsel*.

**Other Parties** - This communication protocol also is to apply to all communications with other County Departments and County Counsel.

## **CONSEQUENCES**

Any discovery or finding by the County that there have been communications contrary to the above stated protocols may delay the project and/or may result in the replacement of the County's consultant(s).

**END OF ATTACHMENT E.**