

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ANALYTICAL ENVIRONMENTAL SERVICES**

THIS AGREEMENT, entered into this ____ day of _____ 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Analytical Environmental Services, hereinafter called "Contractor."

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of preparing an Environmental Impact Report for the proposed Ascensions Heights subdivision project (County File number PLN2002-00517) to be re-circulated.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Scope of Work

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred Thirteen Thousand Seventy-Five Dollars, \$113,075.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 9, 2013 through May 9, 2014.

This Agreement may be terminated by Contractor, the Director of Community Development or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:
Director of Community Development
Planning & Building Department
455 County Center, Mail Drop PLN122
Redwood City, CA 94063

In the case of Contractor, to:
Analytical Environmental Services
1801 7th Street, Ste 100
Sacramento, CA 95811

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

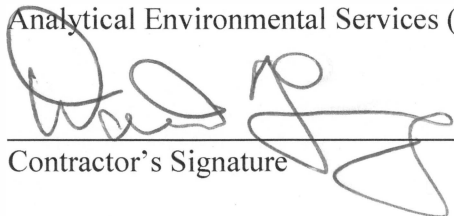
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Analytical Environmental Services (AES)



Contractor's Signature

Date: 12-11-12

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Contractor shall complete the preparation of an Environmental Impact Report for the proposed Ascensions Heights project (County File number PLN2002-00517) to be re-circulated. A complete Scope of Work is included in Exhibit C.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule in attached Exhibit "B":

EXHIBIT B - SCHEDULE OF CHARGES

AES schedule of hourly wage rates for the listing the labor categories, associated wage rates, and reimbursable expenses have been provided below.

| Employee Category | Hourly Billing Rate |
|-----------------------------------|---------------------|
| Principal | \$245 |
| Project Manager | \$140 |
| Analyst III | \$120 |
| Analyst II | \$110 |
| Analyst I | \$105 |
| Cultural Resources Specialist | \$120 |
| Archaeologist III | \$110 |
| Archaeologist II | \$105 |
| Archaeologist I | \$100 |
| Biologist III | \$120 |
| Biologist II | \$110 |
| Biologist I | \$105 |
| Sr. Graphic Designer | \$105 |
| Graphic Designer II | \$100 |
| Graphic Designer I | \$95 |
| Office Administrator | \$100 |
| Administrative Assistant III | \$90 |
| Administrative Assistant II | \$85 |
| Administrative Assistant I | \$80 |

| Direct Costs | |
|-------------------------------|--|
| Postage/Overnight Mail | Actual cost + 15% |
| Courier Charges | Actual cost + 15% |
| Mileage | Federal Rate - currently \$0.55 per mile + 15% |
| Other Direct Costs | Actual cost + 15% |
| In-house Copying Charges: | |
| Black & White | \$0.10 per page + 15% |
| Color | \$1 per page + 15% |
| CD duplication w/label & case | \$2.50 each + 15% |

EXHIBIT C - SCOPE OF WORK

Project Understanding

The **Ascension Heights Subdivision Project (Proposed Project)** entails a request by the project proponent for the County of San Mateo to approve subdivision of six parcels on 21.13 acres into 21 lots for development of 19 single-family residences with the remaining 2 lots (approximately 7.81-acres) maintained as a conservation area. The project site is located adjacent to Ascension Drive and Bel Aire Road in unincorporated San Mateo County, approximately 0.87 miles north east of Highway 280 and 0.51 miles west of highway 92. Potable water would be provided by connection to the Mid-Peninsula Water District and wastewater collection would be provided by the Crystal Springs Sanitation District with treatment at the City of San Mateo Wastewater Treatment Plant. Development of the 19 subdivided lot into single-family residences would require 40,920 cubic yards of grading, of which 28,270 cubic yards would require exportation from the site. Accordingly, the project applicant also requires a grading permit from the County. Based on the size of the development, a Water Supply Assessment is not required for the Proposed Project. One significant consideration is the Cease and Desist Order (CDO) issued by the San Francisco Bay Regional Water Quality Control Board to the City of San Mateo, town of Hillsborough, and Crystal Springs County Sanitation District. The CDO was issued as a result of high infiltration rates of non wastewater during wet weather into the wastewater conveyance system resulting in associated decreases in sewage conveyance capacity which lead to unregulated releases of wastewater to surface waters. This issue will be addressed in the Draft EIR.

The Proposed Project is a re-design of a previous project that was denied by the San Mateo County Planning Commission in 2009. A Draft Environmental Impact Report (Draft EIR) and Final Environmental Impact Report (Final EIR) were prepared for the previously proposed project. The scope of services will utilize, to the extent feasible, existing information from the previous environmental process to provide a Revised EIR that meets the current CEQA guidelines as well as current legal precedent for the analysis of environmental impacts developed through CEQA case law.

Scope of Services

Program Description

The overall objective and focus of the work plan outlined below is the efficient preparation of a Revised EIR that meets the legal requirements of a complete, adequate, and objective statement of the Proposed Project's environmental consequences while incorporating background information and analysis prepared during the previous EIR process to the extent feasible and reasonable in a cost effective manner. The resulting Revised EIR document will provide a concise, integrated source of information for the public, county decision makers, and other permitting agencies including the California Department of Fish and Game, U.S. Army Corps of Engineers, and the Regional Water Quality Control Board.

County Direction

AES works as an extension of County staff. Our Project Manager would take direction from the assigned County Project Manager. In this role, AES will pro-actively assist with meeting the stated project objectives by maintaining an up-to-date schedule that indicates deliverable due dates and responsible parties. AES has enjoyed similar working relationships with a variety of federal, state, and municipal agencies.

Proposed Course of Action

Task 1: Kick-Off Meeting, Project Initiation and Information Review. AES will meet with the County to establish lines of communication, determine the nature and format of the document to be prepared, and obtain relevant documentation and project details. Following this meeting, AES will review all project documentation and related planning materials, including the additional information for the previous EIR that may not have been provided during development of this Scope of Work, and available planning documents including General Plan materials, utility master plans, the County's subdivision regulations, tree regulations, and the Countywide Transportation Plan. Following this review, AES will develop a final project schedule and work plan that meets the needs of the County.

Deliverables: AES will prepare a final work plan and schedule to be distributed to the project team via email within five (5) days of the project initiation meeting.

Task 2: Initial Study, NOP and Scoping. Following the project initiation meeting, AES will prepare a draft Initial Study (IS) that includes a checklist consistent with Appendix G of the CEQA Guidelines and County guidance. The IS will be used to screen nonsignificant environmental issues from further consideration within the EIR. Following completion of the IS, AES will prepare a Notice of Preparation (NOP). Flexibility will be built into the NOP in anticipation of minor adjustments to project layout and design. This Scope of Work assumes that the County will coordinate circulation of the IS/NOP to the public. AES's Sacramento Office is located mere blocks from the State Clearinghouse and can readily deliver the IS/NOP in a cost effective manner. AES will attend and provide environmental expertise at one public town hall/scoping meeting during the 30-day public review period starting with release of the NOP. It is assumed that the County will be responsible for reserving an appropriate venue for the meeting. AES shall prepare up to 4 poster board exhibits for the public town hall/scoping meeting.

Deliverables: AES will provide the County with an electronic version of the IS. AES will revise the IS based on a comprehensive set of comments received on the electronic version from the County. The IS will be included as an appendix to the Administrative Draft EIR. AES will provide an electronic copy of the draft NOP to the County for review. AES will revise the NOP based on a comprehensive set of comments received on the electronic version from the County. AES will provide electronic copies of the proposed poster board exhibits prior to the public town hall/scoping meeting for approval.

Task 3: Administrative Draft Revised EIR Preparation. AES will conduct field studies and analysis as necessary to prepare an Administrative Draft EIR (ADEIR) in accordance with the State CEQA Guidelines, and relevant case law. AES will review the results of the IS and scoping comments submitted during the NOP comment period to focus the EIR analysis on those issues that are identified as potentially significant. AES will prepare a summary list of relevant issues to be addressed within the project analysis and consult with the County regarding any revisions to the scope of EIR services, if necessary. Given the nature of the Proposed Project, AES anticipates the EIR will be rather comprehensive, with sections analyzing the direct, indirect, and cumulative effects associated with each of the following issue areas:

- Aesthetics
- Agricultural Resources
- Air Quality and Greenhouse Gases
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Transportation and Traffic

As Lead Agency, the County will make the final determination regarding the content of the EIR. Upon award of the contract, AES and the County would consider each issue area and draft a more detailed work plan that clearly outlines the expectations of the County and the obligations of AES.

Deliverables: AES will provide the County with a total of three (3) bound hardcopies and one (1) CD copy in color PDF format of the ADEIR.

ADEIR Contents

Executive Summary. This section will provide an overview of the Draft EIR (DEIR) and include a summary table of all identified environmental effects, mitigation, and the significance level of impacts before and after mitigation.

Introduction. This section will explain the applicability of CEQA to the Proposed Project, describes the CEQA public review process, summarizes significant issues raised during the scoping process, and outlines the organization of the EIR.

Project Description. This section will present the background of the Proposed Project and identify the County's objectives in pursuing the project. AES will incorporate detailed project information and exhibits provided by the Applicant and County to describe each component of the Proposed Project in sufficient detail to enable identification of the largest envelope of potential environmental impacts. All anticipated approvals, permits, and other actions that will rely on the EIR will be identified.

Environmental Setting and Analysis. Considered the heart of the EIR, this section will provide a separate subsection for each environmental issue area in which a potentially significant impact was identified during the IS and scoping process. Each issue area subsection will discuss the existing setting, regulatory framework, analysis methods and thresholds, anticipated project-related impacts, and recommended mitigation measures to reduce or avoid adverse effects.

Cumulative Impacts. AES will assess the cumulative impacts of the Proposed Project in connection with other reasonably foreseeable projects and build-out of the County's General Plan. If available, the cumulative analysis will also consider growth projections anticipated in the County's on-going General Plan Update. AES will work with the County and relevant agencies to develop a list of relevant projects and define the geographical scope of the cumulative analysis. Cumulative analysis will cover each issue area addressed under the Environmental Setting and Analysis section of the EIR. Anticipated project-related cumulative impacts will be identified and mitigation measures will be recommended to reduce or avoid adverse effects.

Project Alternatives. In accordance with CEQA Guidelines Section 15126.6, AES will work with the County and Applicant to develop up to four (4) alternatives that could feasibly attain most of the basic objectives of the Proposed Project and would substantially lessen one or more of the project's significant environmental effects. The following alternatives may be considered as part of this process, although it is anticipated that one or more may be eliminated from detailed consideration due to the increased potential for environmental impacts:

1. No Project Alternative. As required by CEQA, one of the alternatives will be a No Project Alternative. This alternative will assume that the Proposed Project would not occur. While it is anticipated that some environmental impacts would be reduced, the basic objectives of the project would not be accomplished and may result in greater effects associated with water quality and noncompliance with permit requirements.
2. Reduced Footprint Alternative. AES will work with the County to identify a mitigated project footprint alternative within the boundaries of the project site. It is anticipated that a reconfiguration of land uses and clustering of high density residential development would accomplish the goals of this alternative.
3. Reduced Density Alternative. AES will work with the County to define a reduced density alternative that would result in fewer residents on the project site, and thus fewer demands on public utilities and infrastructure.

According to CEQA Guidelines Section 15126.6(d), “the significant effects of an alternative shall be discussed, but in less detail than the significant effects of the project as proposed.” The assessment of project alternatives will be consistent with this requirement by presenting a sufficient amount of detail necessary to afford decision makers with a reasoned choice. In most cases, environmental analyses conducted for the Proposed Project will be applicable to alternative development scenarios. Qualitative analysis of air quality and noise impacts associated with project alternatives will be conducted.

Issue Area Analysis and Assumptions

Aesthetics. Development of the Proposed Project would alter the visual character of the project site from open space to urban; however, the surrounding areas consist of housing developments of similar density and therefore impacts are anticipated to be less than significant. Using visual representations of the project to be provided by the Applicant and existing analysis from the 2009 EIR to the extent possible, AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Review the relevant visual quality standards contained in the County’s General Plan and consider the applicability of planning policies and ordinances related to aesthetics.
- Conduct reconnaissance field studies to assess the visual character of the project site and surrounding public view areas. Document existing visual conditions on the project site through photographs and detailed descriptions.
- Incorporate the existing three dimensional visual design exhibits of the proposed facilities prepared by Lea and Braze Engineering, Inc. for the Applicant into site and aerial photographs of the project site to assess impacts to aesthetics and viewsheds of the project region.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the aesthetics section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts and ensure consistency with relevant visual quality standards of the County’s General Plan.

Air Quality. Development of the Proposed Project would result in short-term emissions and fugitive dust during the construction phase and long-term emissions associated with vehicle traffic. AES will complete the following tasks to determine the level of potential air quality impacts and the need for mitigation.

- Review relevant local/regional air quality standards for the project area, including those issued by the Bay Area Air Quality Management District (AQMD) and California Air Resources Board (CARB).
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including the Federal Clean Air Act and California Clean Air Act.
- Document existing sources of air pollution and identify sensitive receptors that may be affected by development of the Proposed Project.
- AES will conduct a HRA for the Proposed Project. The assessment will use accepted County or Air District protocols to determine the necessity for dispersion modeling. AES will use either AeMOD

or CAL3QHCR modeling software to estimate concentrations at defined receptor locations and will consult with the Air District and County to determine the appropriate level of analysis.

- Identify short-term air quality impacts from construction emissions using CARB-approved URBEMIS- modeling software. In order to estimate construction emissions, AES will coordinate with the County and Applicant to acquire information regarding the nature of construction activities, types of equipment that will likely be used, and the anticipated total area of disturbance.
- Identify long-term regional air quality impacts from mobile and area source emissions using CARB approved URBEMIS modeling software. This analysis will include quantification of criteria air pollutants identified in the local air quality management plans and shall be conducted according to district methodologies. Mobile source emissions will be estimated using vehicle trip generation and distribution information provided in the traffic study prepared by RKH.
- Quantify greenhouse gas emissions as recommended within the recent amendments to the CEQA Guidelines. In accordance with this guidance, AES will provide a qualitative, performance based approach to reducing impacts. This effort will be closely coordinated within the County's General Plan Update Process to ensure consistent methodology and thresholds are being applied.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the air quality section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts from both construction and operation of the Proposed Project. Modeling runs will be included as an appendix to the EIR.

Agricultural Resources. The Proposed Project would not result in the conversion of prime agricultural land. Additionally, no Williamson Act contracts are held on the subject parcels. AES anticipates that Agricultural Resources may be excluded from the EIR through the IS process. Should it be determined that Agricultural Resources should be included within the EIR, AES will complete the following tasks using the existing analysis from the 2009 EIR to the extent possible to determine the level of potential impacts to agricultural resources and the need for mitigation:

- Review the relevant local policies concerning the protection of farmlands, including those contained in the County General Plan and General Plan Update.
- Describe and map the important agricultural soils in the project area including Prime Farmland, Farmland of Statewide Importance and Unique Farmland.
- Review information on existing agricultural resource in the region and current urbanization trends.
- AES anticipates that Agricultural Resources may be excluded from the EIR through the IS process.

Biological Resources. Development of the Proposed Project has the potential to impact special-status species and other biological resources, including the endangered Mission Blue Butterfly. This scope of work does not provide for protocol-level biological surveys or permitting. AES will complete the following tasks to determine the level of potential biological impacts and the need for mitigation:

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: Federal Endangered Species Act, Fish and Wildlife Coordination Act, Migratory Bird Treaty Act, Clean Water Act (Sections 401 and 404), Magnuson Fisheries-Stevens Fishery

Conservation and Management Act, California Endangered Species Act, California Fish and Game Code, and Porter-Cologne Water Quality Control Act.

- Review existing information related to biological resources included within the Biological Resources Assessment prepared for the 2009 EIR.
- Conduct an updated query of the California Natural Diversity Database/RareFind, California Native Plant Society's Electronic Inventory, and the California Wildlife-Habitat Relationships database, and obtain current special-status species lists for the project area from the U.S. Fish and Wildlife Service (USFWS).
- Conduct a biological field survey of the project site to establish the potential for occurrences of special-status species or critical habitat and confirm the findings of the Biological Resources Assessment prepared by the Applicant.
- Incorporate information from existing studies and findings into the biological resources section of the EIR and recommend avoidance or mitigation measures to reduce any potentially significant impacts. In coordination with the County, AES will informally consult with USFWS and the California Department of Fish and Game to refine mitigation measures and meet regulatory requirements. This coordination will promote an efficient environmental review process for the Proposed Project.

Cultural Resources. Development of the Proposed Project could result in adverse impacts to previously documented, newly identified, or inadvertently discovered cultural resources. Preliminary site reconnaissance indicates that the project site has been substantially disturbed from agricultural activities; however, impacts to unanticipated archaeological resources discovered during construction are always a possibility. AES will complete the following tasks during preparation of the cultural resources section of the EIR.

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: CEQA Guidelines 15064.5 and PRC 21083.2, SB-18 – Tribal Consultation (required for General Plan Amendment), Section 106 of the National Historic Preservation Act (required for 404 permits)
- Conduct an updated records search at the Northwest Information Center of the California Historical Resources Information System.
- Request a sacred lands search and stakeholders list from the Native American Heritage Commission (NAHC). AES will send preliminary consultation letters to all Native American stakeholders identified by the NAHC.
- Conduct an intensive Phase-I pedestrian survey of the project site. The survey will include recordation of any newly identified sites on appropriate DPR forms. Records of previously identified sites will be updated if necessary. This scope of work assumes that no more than two relatively simple resources will require recordation or updating. Evaluation of site significance is not included in the enclosed cost estimate. If it is determined that identified site(s) need to be evaluated, AES will provide a detailed scope of work and cost estimate for this work.

- Assist the County with SB-18 consultation. SB-18 assistance will include identification of stakeholders, provision of invitation to consult language, and attendance at up to two meeting with tribal representatives.
- Conduct all surveys and records searches in compliance with Section 106 of National Historic Preservation Act in the event that federal permitting is required.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the cultural resources section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts. This Scope of Work does not provide for testing or data recovery of any identified archaeological sites.

Geology and Soils. Development of the Proposed Project has the potential to result in soil erosion or subject people or property to geologic or seismic risks. AES is teaming with Michelucci and Associates to conduct an Updated Geotechnical Study to supplement the geotechnical study they prepared for the 2009 EIR. AES will complete the following tasks during preparation of the geology and soils section of the EIR:

- Review the relevant local and regional planning policies and ordinances related to geology, soils and seismic hazards within the project area, including those contained in the County's General Plan.
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: Soil and Water Conservation Act, National Earthquake Hazards Reduction Program, Alquist-Priolo Earthquake Fault Zoning Act, Seismic Hazards Mapping Act, and California Building Standards Code.
- Identify soils types within the project area based on a review of U.S. Department of Agriculture soils surveys and field investigations to estimate the potential for erosion, settlement, and liquefaction; however, it is assumed that a geotechnical report or other appropriate analysis shall be conducted that determines the shrink/swell potential and stability of the soil to support the proposed facilities prior to construction.
- Review regional/local earthquake fault and seismic hazard maps to determine the potential for seismic related hazards.
- Incorporate findings of the Geotechnical Study prepared by Michelucci and Associated and existing analysis from the 2009 EIR to the extent possible into the geology and soils section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Hazards and Hazardous Materials. Development of the Proposed Project may subject people to hazardous materials or hazards. The majority of the project site has been formerly used for agricultural purposes. AES will complete the following tasks during preparation of the Hazards/Hazardous Materials section of the EIR:

- Review the relevant local and regional planning policies and ordinances related to hazards and hazardous materials within the project area, including those contained in the County's General Plan.

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: Resources Conservation and Recovery Act, Hazardous and Solid Waste Management Acts, and Comprehensive Environmental Response, Compensation, and Liability Act.
- Request a database search from Environmental Data Services to identify whether the project site is listed on various local, state, or federal hazardous materials databases. AES will also search online database resources regarding facilities or sites identified as meeting the “Cortese List” requirements pursuant to Government Code Section 65962.5.
- AES will research historic land usage within and adjacent to the project site, including review of historic topographic maps and aerial photographs.
- AES will incorporate findings and existing analysis from the 2009 EIR to the extent possible into the hazards and hazardous materials section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Hydrology and Water Quality. Development of the Proposed Project would alter the existing drainage patterns on the project site during both construction and operation, potentially impacting run-off quantity and quality. AES understands that Lea and Braze have already completed an updated hydrological evaluation of the project site to assess drainage impacts associated with the development of impervious surfaces on the project site. AES will complete the following tasks during preparation of the Hydrology and Water Quality Section of the EIR:

- Review existing information concerning water quality in the project area and consider the applicability of relevant local/regional planning policies and ordinances.
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including the Clean Water Act and Porter-Cologne Water Quality Act.
- Identify flood hazards on the site or in the immediate project area through Review of FEMA Flood Insurance maps, the proposed flood protection/prevention measures of the project (if needed), and determine residual effects on localized or downstream flooding.
- Peer review drainage plans, estimates of storm water volumes, and existing system capacities provided to AES by Lea and Braze during the hydrological study, the County and/or the Applicant.
- Using existing information, identify the general types and sources of water quality changes that may result from the proposed development. Evaluate potential impacts of runoff from the project site on the quality of receiving waters.
- Discuss the need to apply for an NPDES permit for construction activities. Identify guidelines and policies of the SFBRWQCB, U.S. Environmental Protection Agency, and County plans regarding water quality impacts from storm water runoff.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Hydrology and Water Quality section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Land Use and Planning. The Proposed Project would result in the subdivision of the project site for the development of 19 single-family residential units. Implementation of the Proposed Project must be

considered in light of existing policies included within the County's General Plan and General Plan Update. Additionally, the Proposed Project will introduce new land uses that may be incompatible with existing or planned land uses on adjacent properties. Based on an initial review of the General Plan and Land Use designations for the project site, the Proposed Project is consistent with the land use planning documents governing development on the project site and the density of development is consistent with zoning designations. Accordingly, AES anticipates that impacts to Land Use and Planning will be less than significant and no mitigation will be required. To ensure a complete analysis is provided, AES will complete the following tasks to determine the level of potential impacts and the need for mitigation.

- Review previously conducted land use studies associated with the project area and consider the applicability of relevant local/regional planning policies and ordinances.
- Identify existing, approved, and proposed land use and zoning designations within and surrounding the project site.
- Consider the consistency of the Proposed Project with existing applicable planning documents, and include "planning consistency matrix" as an appendix to the EIR.
- Assess potential long-term compatibility issues, as well as short-term issues associated with phased development and non-conforming land uses.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Land Use and Planning section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Noise. Development of the Proposed Project would result in a short-term increase in noise and vibration during the construction phase and would result in long-term noise increases related to traffic and operational activities that may impact sensitive receptors. AES will conduct a noise assessment of the project site and incorporate the analysis and conclusions into the Noise Section of the EIR. AES will complete the following task to determine the level of potential impacts and the need for mitigation.

- Existing Noise Levels: Conduct a detailed ambient noise survey to quantify existing noise conditions at the project site and at the nearest potentially affected noise-sensitive land uses. The survey will consist of continuous and short-term noise level measurements at as many locations deemed necessary to thoroughly identify existing noise conditions for the project area which will include traffic noise from State Route 280 and 92. To the extent that information contained in the 2009 EIR is still relevant, AES will make use of it.
- Prepare Technical Report in Support of the EIR Noise Section that will contain the results of the previous task in the above-described scope of work, as well as graphics showing noise measurement locations and potential noise mitigation locations as appropriate. The report will be included as an appendix to the EIR. AES will incorporate existing analysis from the 2009 EIR to the extent possible.

Public Services and Recreation: Development of the Proposed Project would result in an increased demand for public services and recreation, including public schools, law enforcement, and fire protection. Additionally, the increase in population as a result of the project will result in increased use of County and

regional recreational facilities. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation.

- Review previously conducted studies associated with the project site and consider the applicability of relevant local/regional planning policies and ordinances..
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including:
 - Uniform Fire Code
 - California Health and Safety Code
- AES will update the public service provided questionnaires provided Appendix C of the 2009 Draft EIR. AES will contact local service providers, including the Sheriff's Department, Fire Department, County Parks Department, County Public Libraries, and School Districts to determine existing service levels in the project area and need for additional personnel, equipment, and facilities.
- Estimate the new service demands resulting from the development of the Proposed Project, including the increase in student enrollment, law enforcement demands, fire protection demands, and use of recreational facilities.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Public Services and Recreation section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Traffic and Circulation: Development of the Proposed Project would result in an increase in local traffic. AES is teaming with RKH for the preparation of a traffic analysis and study for the Proposed Project to determine the potential for adverse effects on traffic circulation and identify appropriate traffic improvements. AES will complete the following tasks during preparation of the transportation/traffic section of the EIR.

- Incorporate findings of the traffic impact analysis into the Transportation and Circulation section of the EIR.
- Assess potential impacts associated with pedestrian, bicycle, and public transportation, and recommend appropriate mitigation measures.
- Discuss potential short-term impacts associated with construction activities. It is anticipated that mitigation will likely include specific measures to be included within a Traffic Control Plan for construction activities.

Utilities and Service Systems: Development of the Proposed Project would result in an increased demand for public utilities, including potable water, wastewater treatment, drainage facilities, and solid waste services. AES is teaming with NV5, formerly Nolte and Associates to assess the potential impacts to sewer and water conveyance systems. The cost and scope assumes that the level of effort required is to update the analysis within the 2009 EIR and no modeling of conveyance capacities are required. AES will assess the potential impacts to other utility and service systems including solid waste, electricity, and telecommunications. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation.

- Review previously conducted studies associated with the 2009 EIR and consider the applicability of relevant local/regional planning policies and ordinances.
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: California Health and Safety Code, Integrated Waste Management Act, Water Management Planning Act, SB 610 – Water Availability Assessment. Based on the number of residential units, a Water Supply Assessment is not required under SB 610, which will be duly noted in the EIR.
- Coordinate with the County’s Public Utilities Department and local service providers to determine existing service levels in the project area.
- Estimate the new service demands resulting from the development of the Proposed Project, including water supply, wastewater, drainage and solid waste.
- Evaluate impacts to wastewater treatment and drainage facilities in light of information provided within NV5’s technical assessment.
- In accordance with thresholds provided in Appendix G of the CEQA Guidelines, evaluate physical environmental impacts resulting from proposed improvements to utility systems, including the any proposed upgrades to Crystal Springs County Special District and San Mateo Wastewater Treatment plant. This task does not include site visits to assess existing conditions of off-site improvements that may be required to update wastewater infrastructure to meet the wastewater demands of the project.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Public Services and Utilities section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Task 4: Draft EIR and Public Circulation. AES will meet with the County to clarify any comments and questions raised during review of the ADEIR. AES will revise the ADEIR based on a single set of comprehensive comments provided by the County. AES will provide an electronic screen check version of the Draft EIR with track changes to the County for review prior to production. Following approval by the County, AES will facilitate preparation of the Notice of Availability (NOA) and public release of the DEIR.

AES technical staff will coordinate and attend one (1) public comment town hall meeting during the 45-day public comment period on the DEIR. AES will provide up to three (3) poster board displays for the meeting. It is assumed that the County will be responsible for reserving an appropriate venue. If desired, a court reporter will be provided by the County.

Deliverables: AES will provide the County with ten (10) bound hardcopies one (1) CD copy in color PDF format of the Draft EIR. Fifteen (15) CD copies of the Draft EIR with hardcopies of the Executive Summary will be submitted as required to the State Clearinghouse with the Notice of Availability. AES will provide electronic copies of the proposed poster board exhibits prior to the public town hall meeting for approval.

Task 5: Final EIR and Mitigation Monitoring and Reporting Plan. AES will compile comments received from the public and other interested parties during the 45-day public review period for the Draft EIR, and summarize key issues for discussion with the County. AES will meet with County staff to go over the approach for responding to key issues raised during the DEIR public review period. Following this meeting, AES will formulate responses, and make any necessary revisions to the EIR. This Scope of Work assumes a moderate level of effort will be required to respond to comments. A moderate level of effort is considered to be less than 15 comment letters and 50 individual substantive comments that require a response beyond comment noted. The Response to Comments and any refinements to the DEIR text will be incorporated into a “freestanding” Final EIR. AES will prepare a Mitigation Monitoring and Reporting Plan (MMRP) to support the County’s certification of the Final EIR. The MMRP will be referenced within the text of the Final EIR and will be included as an appendix in the final document.

Deliverables: AES will provide the County with a total of ten (10) bound hardcopies and one (1) CD copy in PDF format of the Final EIR.

Task 6: Findings and Final EIR Certification Support. AES will assist with preparation of the Findings of Fact and Statement of Overriding Considerations. AES will attend/present at one meeting with the Planning Commission, and up to two staff meetings for certification of the Final EIR and Findings and Statement of Overriding Considerations.

Task 7: Project Management and Meetings. The AES management team will complete the myriad of small and often unforeseen tasks required to implement the preparation of an EIR. This includes numerous phone calls and emails necessary to facilitate information exchange between the Project Team and jurisdictional agencies, as well as the time required to prepare agendas, meeting minutes, schedules, and other such documents. Under this task, AES will:

- Attend a scoping hearing;
- Participate in up to 3 (3) two-hour project coordination meetings with planning staff at the County offices for the development of the Draft EIR;
- Attend up to two (2) Planning Commission hearings; and
- Participate in up to ten (10) one-hour project related conference calls with members of the project team and jurisdictional agencies.

Deliverables: AES will submit monthly status reports to the Project Team via email by the fifth business day of each month. AES will prepare and distribute minutes for each project-related meeting that will outline key decisions and action items.