

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and RECON Environmental, Inc. with an address at 5951 Encina Road, Suite 104, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the cost of this agreement is over \$100,000 and the cumulative amount of all current CONTRACTOR agreements with COUNTY also exceeds \$100,000;

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

John Zorovich at phone number (805) 934-6297 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert MacAller, President at phone number (619) 308-9333 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: John Zorovich
County of Santa Barbara
Planning & Development
123 E. Anapamu St.
Santa Barbara, CA 93101
(805) 934-6258 (Fax)

To CONTRACTOR: Robert MacAller, President
RECON Environmental, Inc.
1927 Fifth Avenue
San Diego, CA 92101-2387
(619) 308-9334 (Fax)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on March 16, 2016 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUBCONTRACTOR

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the County of Santa Barbara and RECON Environmental, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Peter Adam
Chair, Board of Supervisors

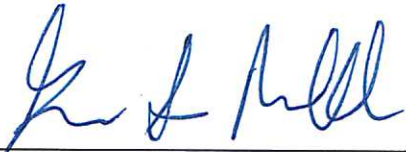
Date: _____


RECOMMENDED FOR APPROVAL:

Planning & Development

CONTRACTOR:

RECON Environmental, Inc.

By: 
Department Head

By: 
Authorized Representative

Name: Robert MacAller

Title: President


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT A-1: A Proposal to prepare an Environmental Impact Report for the Oak Hills Estates Tentative Tract Map, Rezone and Development Plan project is incorporated herein by reference. The Proposal describes the Environmental Impact Report scope of work, which includes the following: project initiation, project description and environmental setting, peer review of technical reports, Administrative Draft Environmental Impact Report, Draft Environmental Impact Report, Administrative Final EIR and Final EIR, meetings and public hearings, contingency, cost breakdown and schedule.

Brett McNulty, Lee Sherwood, Jennifer Domeier, Kristina Phung, Jesse Fleming, Brian Parker, Gerry Scheid, Richard Shultz and Lori Woods shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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ATTACHMENT A-1

REC O N

An Employee-Owned Company



PROPOSAL

Oak Hills Estates Tentative Tract Map, Rezone, &
Development Plan EIR

Prepared for
County of Santa Barbara
Planning & Development Department
624 W. Foster Road, Suite C
Santa Maria, CA 93455

December 22, 2015

4.0 Study Methodology

Based on our attendance at the pre-proposal/EIR scoping meeting, review of the RFP and application materials, and a site visit to observe the site from Oak Hill Road, RECON understands that the project is for development of a 29-unit residential project on a 16.87-acre project site in Vandenberg Village.



Our scope of work identifies peer review of the applicant prepared technical studies, design guidelines, landscaping plan, and open space management plan to support the project EIR environmental analysis. RECON's project manager, Mr. McNulty, will ensure the timely completion of the peer review to ensure that the conclusions in the finalized technical studies are incorporated into the Administrative Draft EIR submittal to staff. In addition, RECON will obtain the previously prepared CEQA documentation for the project site and integrate the information into the EIR where possible. Mr. McNulty will coordinate with P&D staff to complete the Draft EIR in a time efficient manner, respond to public and agency comments on the Draft EIR, support staff during public review, and process the Final EIR through the Planning Commission and Board of Supervisors hearings.

RECON has developed a proposed approach to preparation of the EIR based on our review of the scope of work and our understanding of the project and its context. A detailed description of the tasks required to prepare the EIR and the approach that will be taken to comprehensively address and analyze the scope of issues to be addressed in the EIR are provided in the following sections.

4.1 Project Initiation

Upon project commencement, RECON will attend a kick-off meeting with P&D staff to clarify the scope of work, establish the project timeline, and obtain any additional project information. RECON also will conduct a detailed review of relevant planning and environmental documents including the Comprehensive Plan and Zoning Ordinance.

4.2 Prepare Project Description and Environmental Setting

At the outset of the project, RECON will prepare the project description and environmental setting for the Oak Hills Estates EIR. The project description will include clear and detailed descriptions of the proposed project components including any off-site infrastructure improvements and a discussion of the regional location and local setting. The environmental setting section will comply with the requirements of CEQA and will describe the on-site and off-site environmental conditions and features associated with the project. Figures (e.g., site plan grading plan, and landscaping plan) will be provided to accurately represent the scope of the project and its location. RECON will work closely with the P&D staff to develop concise and accurate project objectives and to ensure that the project description comprises the "whole of the project," as defined in CEQA. After the project description has been reviewed by the County, it will be distributed to the team for use in the review and preparation of technical studies and the EIR. A complete and accurate

project description distributed to the project team early in the process ensures document consistency and ultimately reduces the work effort for each individual report.

4.3 Technical Studies

As described in the RFP, several technical studies have already been prepared for the project. These include a Geotechnical Investigation, Drainage Study, Biological Resources Study, Cultural Resources Study, Traffic Study, and the Design Guidelines. These technical studies will be peer reviewed by RECON team members or qualified sub-consultants, as further detailed below.

Peer Review of Technical Reports

Traffic Study – Peer Review (ATE)

Associated Transportation Engineers (ATE) will review the Traffic Study prepared by Penfield & Smith (Stantec) to confirm the technical adequacy of the methodology and conclusions of the report. This task includes a field review to observe the existing conditions and geometrics of the road system. The peer review/analysis of the traffic report will review the overall study scope, existing traffic volume data, project trip generation/distribution, impact-mitigation analysis, cumulative analysis, site access, and congestion management plan analysis. A review letter indicating any modifications, amendments, or additions will be prepared. RECON will coordinate with the County, the report preparer at Stantec and the peer reviewer to ensure that appropriate report and mitigation revisions are made in the most time- and cost-efficient manner.

Drainage Study – Peer Review (Rick Engineering Company)

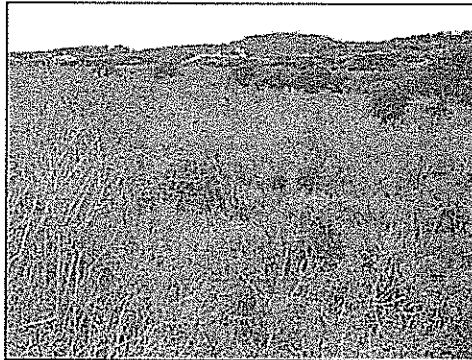
Rick Engineering Company will review the Drainage Study prepared by RRM Design Group for adequacy and compliance with local design standards with respect to drainage and water quality issues related to being a support document for the environmental clearance documents prepared by RECON. The peer review will be submitted in letter form and will identify any questions, issues, or deficiencies that need to be addressed and, if necessary, recommend additional or alternative mitigation measures. RECON will coordinate with the County, the report preparer and peer reviewer to ensure that appropriate report revisions are made in the most time- and cost-efficient manner.

Geotechnical Investigation – Peer Review (Fugro Consultants)

Fugro Consultants will review the proposed project prepared geotechnical investigation prepared by GSI Soils Incorporated (2015). The report's assessment of geologic and geotechnical conditions, geologic hazards, geotechnical engineering issues and potential impacts and potential mitigation measures will be reviewed and validated for feasibility and adequacy by a qualified Fugro Engineer. The peer review will be submitted in a letter and will identify any questions, issues, or deficiencies that need to be addressed and, if necessary, recommend additional or alternative mitigation measures. RECON will coordinate with the County, the report preparer at GSI Soils and the peer reviewer to ensure that appropriate report and mitigation revisions are made in the most time- and cost-efficient manner.

Biological Resources Study & Open Space Management Plan – Peer Review (RECON)

RECON will conduct a peer review of both the Biological Resources Assessment (BRA) and the Open Space Management Plan (OSMP) prepared by Rincon Consultants. The review will evaluate the adequacy and accuracy of the analysis and conclusions regarding the biological resources occurring on the project site. Specifically, a qualified RECON biologist will conduct a site reconnaissance to verify conditions and prepare and submit a letter that addresses the adequacy of the BRA, and its consistency with federal, state, and County regulations. The letter will assess the BRA's methods, findings, impacts analysis, and proposed mitigation measures.



It will identify any questions, issues, or deficiencies that need to be addressed and, if necessary, recommend additional or alternative mitigation measures. In addition, the proposed mitigation measures and the long-term open space management provisions described in the Open Space Management Plan will be reviewed and validated for feasibility and adequacy by a RECON restoration biologist. RECON will coordinate with the report preparer to ensure that appropriate report revisions are made in the most time- and cost-efficient manner.

Based on a preliminary review of these documents, the following items described in the BRA may require further analysis:

- **Brush Management Zones-** The BRA treats effects from brush management as temporary impacts and includes these areas as part of the mitigation within the open space. Brush management zones are subject to repeated thinning at the direction of the Fire Marshal and it may be impossible to guarantee avoidance of impacts to maritime chaparral and sensitive plant and wildlife species. Therefore, it may be necessary to reassess project impacts and mitigation. In addition, the impacts from the proposed trail still need to be incorporated into the impact analysis.
- **Impacts within Private Lots-** the BRA identifies a number of special status plants, including Purisima manzanita, sand mesa manzanita, Lompoc ceanothus, paniculate tarplant, Lompoc wallflower, and mesa horkelia, within the private lot area, but that are not considered impacted.
- **Impacts to Special Status Plants-** The BRA identifies a number of special status plant species (including seaside bird's beak, a state-listed endangered species) that were not detected on site but have moderate potential to occur. The discussion of these species' potential to occur, potential impacts, and/or the proposed mitigation may need to be added to the BRA.
- **Offsite mitigation** – The BRA mentions off-site mitigation for maritime chaparral and oak tree impacts and offsite relocation as mitigation for special status species. These mitigation measures will be assessed in the peer review for their feasibility.

Cultural Resources Study – Peer Review (RECON)

RECON will conduct an independent review of the Phase 1 Archaeological Resources Report prepared by Dudek, and any subsequent archaeology investigations required by the County. The review will include a review of the report, including data obtained from the completed record search. The adequacy of the methodology used in completing the cultural resources survey will be evaluated. The accuracy and

completeness of the analyses and conclusions regarding the potential for cultural resources to occur on the project site will be evaluated. If any deficiencies are identified, RECON will document the issues in the report and identify recommended solutions. RECON will coordinate with the report preparer to ensure that appropriate report revisions are made in the most time- and cost-efficient manner.

Design Guidelines – Peer Review (RECON)

RECON staff members Lori Woods and Bret McNulty will review the Oak Hills Estates Design Guidelines. Ms. Woods is a registered landscape architect and Mr. McNulty is a planner. Both have extensive experience in assessing and reviewing aesthetic impacts associated with development projects. They will review the Design Guidelines for consistency with adopted County plans and policies and to support the EIR analysis of aesthetic impacts. If any deficiencies are identified and significant aesthetic impacts are anticipated, they will document the issues in a letter report and identify recommended solutions.

4.4 Prepare Draft EIR

As identified in the RFP, the environmental issues to be addressed in the EIR include aesthetics, biological resources, hydrology and groundwater resources, land use, transportation, public facilities, fire protection, geology, and cultural resources. To provide a better understanding of tasks involved in preparing the EIR, the anticipated scope of work for each of the issues is provided below. RECON will prepare the Draft EIR that complies with the criteria, standards, and procedures of the CEQA of 1970 (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (California Administrative Code Section 15000 et seq.), and the County's environmental review procedures.

The EIR will assemble all available data and assess the probable direct, indirect, and cumulative impacts of the project. Impacts shall be determined considering the existing environmental conditions and the physical changes caused by the proposed project in relationship to established thresholds of significance. The EIR will provide an evaluation of all feasible mitigation measures that may be required to reduce or eliminate adverse impacts. The EIR will also analyze the potential alternatives to the project.

RECON will prepare the Administrative Draft EIR, Draft EIR, Administrative Final EIR, and Final EIRs for review by P&D staff. A preliminary scope of work for each applicable issue area is described in Section 4.4.3 below.

4.4.1 EIR Organization

In accordance with the County's Environmental Thresholds and Guidelines Manual and A Planners Guide to the Conditions of Approval and Mitigation Measures, the Draft EIR will be organized based on the following outline:

- Table of Contents
- Executive Summary
 - Summary of Project Impacts, Mitigation Measures and Alternatives
- Introduction
 - Purpose and Scope
 - EIR Scope and Organization
 - Areas of Controversy
- Project Description
 - Project Objectives

- Project Location
- Project Characteristics
- Intended Uses of the EIR
- Agencies Expected to Use the EIR
- List of Permits and Approvals Required
- Environmental Setting and Related Projects
 - Baseline Environmental Conditions
 - Resources Unique to the Region
 - Consistency with Regional Plans
 - Cumulative Projects List
- Environmental Impact Analysis
 - Environmental Setting
 - Methodology and Significance Thresholds
 - Impacts and Mitigation
 - Residual Impacts (Class I-IV)
 - Effects Found Not to be Significant
 - Significant Irreversible Changes
 - Growth Inducing Effects
 - Mitigation Measures
 - Project Alternatives
 - Alternatives Considered but Rejected
 - No Project Alternative
 - Other Project Alternatives
 - Environmentally Superior Alternative
- Organizations and Persons Consulted
- Acronyms, References, and List of Preparers

4.4.2 EIR Content

The EIR will include all mandated sections as detailed in the outline above. The executive summary and project description will be prepared in such a manner that it provides sufficient detail to evaluate and review the environmental impacts of the project. The executive summary will provide a concise summary of the contents of the EIR understandable to the layperson. A summary table will be included that identifies each subject area evaluated in the EIR, the significance conclusion, and any recommended mitigation measures. This will allow the reader to easily identify significance conclusions and proposed mitigation in one concise location.

The subjects detailed below will be addressed in the Administrative Draft EIR, including identification of existing conditions, thresholds of significance, impacts, level of significance prior to mitigation, mitigation, and level of significance after mitigation. Direct, indirect, and cumulative impacts will be analyzed in each section of the EIR, and a policy consistency chapter will be included in the EIR. Five copies of the Administrative Draft EIR will be submitted to the County.

4.4.3 Administrative Draft EIR Scope of Work

Aesthetics

The aesthetics section of the EIR will address the potential aesthetics impacts of the project, including proposed grading and development of the project. Considering its visible location, proximity to the Burton Mesa Ecological Reserve, and visual classification pursuant to the County's Visual Guidelines, the EIR will

discuss the extent to which the project represents a potentially significant change in the visual setting of the area, the extent to which it is compatible with surrounding uses, and its potential adverse impact on views. The following components will be addressed as part of analysis.

- Extent of change related to project visibility from key public vantage points and the degree of visual contrast and compatibility between project elements and its environs.
- Potential impacts to important scenic views as identified in the County's Comprehensive Plan.
- Potential impacts due to topographic alteration, adverse effects on scenic resources, and the visual character of the area. Color photographs will be used to provide context to the analysis.
- The potential for direct and cumulative aesthetic impacts from surrounding off-site areas.
- If warranted, mitigation measures required to reduce the aesthetic impacts will be identified. For example, additional design features or landscaping elements could be incorporated to minimize potential aesthetic impacts.

Biological Resources

The discussion of biological resources will be based on the findings of the Oak Hills Estates BSA and the OSMP, both prepared by Rincon Consultants, as well as any revisions or addenda prepared based on the RECON peer review discussed above.

The biological resources section will include a description of existing conditions, maps of existing vegetation communities, sensitive plant and animal species, and jurisdictional wetlands and waters. Additionally, it will discuss potential impacts to these sensitive resources, and a description of mitigation measures in compliance with the County *Biological Resources Guidelines*.

Cultural Resources

The cultural resources section of the EIR will be based on the Phase 1 Archaeological Resources Report prepared by Dudek, and any subsequent archaeology investigations required by the County. The EIR will address the potential for significant impacts to cultural resources, including whether the proposed project would cause a substantial adverse change in the significance of an historical resource or archaeological resource, as defined pursuant to CEQA Guidelines Section 15064.5. In addition, this section will address the potential for significant impacts to paleontological resources. The scope of work includes the following tasks:

- Provide a discussion of the physical and historic setting at the project site as it relates to historic and archaeological resources.
- Provide an overview of applicable cultural policies, including applicable policies from the Comprehensive Plan.
- Provide applicable thresholds of significance.
- Assess the potential for direct or indirect impacts to cultural resources, including whether the proposed project has the potential to disturb any human remains.

- If necessary, mitigation measures, such as grading monitoring, will be included to address any potentially significant impact.

Geology and Soils

The geology and soils section of the EIR will focus on impacts related to geologic hazards and soil conditions affecting future development of the project site and will be based on the geotechnical investigation prepared by GSI Soils as peer reviewed by Fugro Engineers. The scope of work includes the following tasks:

- Identify existing geologic conditions and soils present on the project site.
- Identify appropriate thresholds for determining potential impacts related to geology and soils as detailed in the CEQA Guidelines, Appendix G.
- Analyze seismic-related impacts (ground shaking, ground failure, and liquefaction); unstable soil or geologic conditions potentially resulting in landslide, subsidence liquefaction or collapse; or potential impacts to life or property associated with expansive soils.
- Incorporate any recommended mitigation measures from the geotechnical report.

Fire Protection

Given the site is within a designated high fire hazard area of the County, this section of the EIR would address the projects consistency with the brush management guidelines adopted by the County. This scope of work includes the following tasks:

- Identify existing conditions on and in the vicinity of the project site that could represent a potentially hazardous condition.
- Identify potential fire hazards at the project site based on information from the County and incorporate applicable mitigation measures from the Fire Marshall.
- Incorporate recommended mitigation measures.

Hydrology/Water Quality and Groundwater Resources

The hydrology/water quality and groundwater resources section of the EIR will be based on the Preliminary Drainage Report 2015 prepared by RRM Design Group as peer reviewed by Rick Engineering Company, and secondary source information from the County and the Vandenberg Village Community Services District (VVCSD). This scope of work includes the following tasks:

- Review applicable County and VVCSD documentation regarding the Lompoc groundwater basin.
- Contact the County and VVCSD to assess the potential for impacts to the Lompoc groundwater basin.
- Describe the County and State regulatory framework regarding water quality applicable to the project site.

- Summarize the findings in the Preliminary Drainage Report and assess the potential for hydrology and water quality impacts and describe applicable mitigation measures.

Land Use and Planning

The land use section of the EIR will evaluate land use consistency with relevant planning documents. This scope of work includes the following tasks:

- Assess the project's compliance with applicable County ordinances and polices including the Comprehensive Plan and zoning ordinance.
- Identify appropriate thresholds of significance and assess the potential for the project to have an adverse environmental impact related to these criteria.
- Address potential land use compatibility impacts of the project based on the scale and features of the proposed development in relation to the surrounding area (i.e., Burton Mesa Ecological Reserve, Village Country Club, Vandenberg Village).
- RECON will coordinate with the County to initiate contact the California Department of Fish and Wildlife (CDFW) to solicit comments regarding the project's design and use for compatibility with the adjacent Burton Mesa Ecological Reserve.
- Describe the physical impacts resulting from the proposed project and identify mitigation measures to reduce potentially significant land use planning impacts.

Noise

An acoustical impacts analysis will be prepared based on existing conditions and the proposed project. RECON will assess the projected noise levels and compare them with County and State guidelines, standards, and ordinances including the and County Comprehensive Plan Noise element and Noise ordinance.

- A RECON noise specialist will conduct noise up to four (4) noise measurements at, and in the vicinity, of the project site.
- The noise analysis will address potential construction-related noise impacts from construction activities RECON will assess the effect of traffic and related noise level increases at off-site land uses and recommend mitigation measures, if necessary, to reduce noise levels at noise sensitive exterior use areas.
- The acoustical analysis results will be summarized in the EIR and a separate technical report will not be prepared. The results of the field measurements used in the determination of impacts will be included in an appendix to the EIR.

Public Facilities

This section of the EIR will assess the ability for necessary public services and utilities and service systems to provide for the development and operation of the project. This scope of work includes the following tasks:

- Provide a description of the existing project setting as it relates to public services and utilities and service systems, including solid waste.
- Identify the demands of the project on fire protection, police, schools, parks, and other public facilities.
- Identify the capacity of public service providers and utility providers to serve the project.
- Identify applicable thresholds of significance, the significance of project impacts, and any required mitigation measures.

Transportation and Circulation

The transportation and circulation section of the EIR will be based on the traffic study by Penfold & Smith as peer reviewed by ATE. This scope of work includes the following tasks:

- Identify the existing conditions on surrounding roadways and physical setting as it relates to transportation and mobility.
- Discuss applicable policies, ordinances, and programs relative to transportation and circulation.
- Identify applicable thresholds of significance for determining significant impacts.
- Incorporate tables from the traffic study that clearly describe existing conditions and future conditions with the project on surrounding roadways and intersections.
- Identify the project's direct and cumulative traffic impacts with supporting tables and figures from the traffic study. The impacts and any corresponding mitigation will be similarly numbered to easily show the nexus for the reader.

Project Alternatives

CEQA requires consideration of a reasonable range of alternatives. As noted in Section 4.2 above, potential project alternatives will be developed early but will be based on the assessment of potential impacts and needed mitigation identified during preparation of the impacts analyses.

RECON will work closely with P&D staff in developing an adequate range of alternatives to the proposed project. This scope of work assumes that in addition to the No Project Alternative, the EIR will address two other project alternatives capable of reducing the impacts associated with the project (e.g., Reduced Project Alternative, High Density Project Alternative). The impacts of each alternative will be compared to the proposed project. An Environmentally Superior Alternative will ultimately be identified.

A comparative analysis table will be included in the EIR to facilitate the reader's understanding of the project alternatives and allow a comparison of the potential impacts of each alternative. All of the issues addressed in the EIR will be evaluated for each alternative.

Other Mandatory Sections

In addition to the required Mandatory Findings of Significance, the EIR will address cumulative impacts, significant irreversible changes, and growth-inducing impacts.

- The cumulative impacts discussion in the EIR will be included within appropriate subject area impacts discussions in the Environmental Impacts Analysis chapter. The analysis will also consider the impacts of projects currently approved and reasonably anticipated within the County. Appropriate cumulative projects to be considered in the analysis will be developed in consultation with P&D staff and will include a review of impacts and mitigation associated with cumulative projects. A table listing the cumulative projects and a map depicting their locations will be provided.
- Significant irreversible changes resulting from project implementation will be discussed, such as the project's use of nonrenewable resources.
- An analysis of potential growth-inducing impacts will be discussed to address whether the project could foster economic or population growth.

Effects Found Not to be Significant

The County circulated an CEQA Notice of Preparation (NOP) along with a Request for Proposals/ Scoping Paper that identifies issue areas for which probable significant effects of the project were detailed. According to the Scoping Paper, this approach was used consistent with CEQA Guidelines Section 15060 which, in the absence of an Initial Study, allows a lead agency to focus an EIR on the significant effects of the project and indicate briefly its reasoning for determining that other effects would not be significant or potentially significant. The EIR will focus its discussion on the potentially significant impacts of the project. Based on a review of the RFP and the project description, several subjects will be included in the Effects Found Not to be Significant chapter. If the Notice of Preparation (NOP) identifies certain subjects as less than significant as part of the NOP process, this chapter will be consistent with those identified subjects. The following issue areas will likely be effects found not to be significant and as a result be addressed in less detail than the remaining subjects in the EIR.

- Mineral Resources
- Population and Housing
- Recreation
- Air Quality/GHG
- Agricultural Resources
- Energy
- Noise
- Hazardous Materials/Risk of Upset

For these issue areas, the EIR will provide substantial evidence supporting a conclusion that all the CEQA Guidelines Appendix G and County Initial Study Checklist questions have been addressed and if appropriate, provide a brief discussion detailing the reasons why significant effects would not occur and therefore are not discussed in further detail in the EIR. This approach will limit the scope and streamline preparation of the EIR.

Mitigation Monitoring and Reporting Program (MMRP)

In conjunction with the approval of the project, a MMRP shall be adopted to ensure that mitigation measures are enforced. This is achieved through completion of the MMRP, which will contain a list of the mitigation measures and monitoring programs required for each significant impact of the project. For each measure, the MMRP will identify a reference to the applicable project condition of approval; identify how the measure is incorporated into the subsequent stages of development review and permitting, and how

the measure will be monitored during construction and final inspection, as well as on an ongoing basis. The program may contain remedies to ensure compliance with the ongoing mitigation measures beyond final inspection.

Policy Consistency Analysis

CEQA Guidelines Section 15125(d) requires that a project be evaluated to determine potential inconsistencies with applicable adopted general plans, policies and any regional plans that may apply. The EIR will contain a Policy Consistency chapter that identifies the project's consistency with the relevant Comprehensive Plan goals and policies and applicable Congestion Management Plan (CMP) roadway network capacity and policies.

CEQA Findings

RECON will complete CEQA Findings and, if needed, a Statement of Overriding Considerations (SOC) to address significant and unavoidable impacts. Information needed to support the Findings/SOC will be developed with P&D staff. If there are mitigation measures or alternatives to the proposed project that can reduce the adverse consequences but are infeasible, RECON will cite the specific economic social or other conditions that render the mitigation measure or alternatives infeasible. The Findings will specify the mitigation measures that have been incorporated into the project and those feasible mitigation measures that have not but which can be incorporated as part of the project. They will also address any feasible alternatives that can reduce the adverse impacts but are not being proposed. Revisions to the draft Findings/SOC would be prepared based on County staff comments.

4.5 Public Review Draft EIR

Based on comments received from the County, RECON will prepare revisions to the Administrative Draft EIR and submit copies of the Draft EIR to the County for review. Pursuant to the RFP, 50 bound copies, a reproducible "camera ready" hard copy, and a downloadable CD of the Draft EIR will be submitted to staff. Preparation of the Draft EIR will involve the following:

- Revise the Administrative Draft EIR based on County comments and submit the revised document to the County. RECON will indicate how and where comments were addressed to facilitate review by the County.
- Upon receipt of any additional comments from the County, RECON will incorporate the comments and prepare the Public Review Draft EIR.
- RECON will attend in-person meetings and/or conference calls to facilitate public review of the Draft EIR.

4.6 Administrative Final EIR and Final EIR

After the close of the public review period, RECON will respond to comments on the Draft EIR and prepare an Administrative Final EIR. Five copies of the Administrative Final EIR will be submitted to staff for review. RECON anticipates working closely with staff in preparing and revising the responses to comments.

RECON will submit 5 copies of the Administrative Final EIR and 25 bound copies, a reproducible "camera ready" hard copy, and a downloadable CD of the Final EIR. Preparation of the Draft EIR will involve the following:

Preparation of the Administrative Final EIR and Final EIR will involve the following tasks:

- Review the letters of comment received during public review and identify common themes of comment.
- RECON will organize and number comments for efficiency when working with staff and other consultants. This scope assumes that up to 30 comment letters are submitted during public review.
- RECON will prepare responses to comments. Efficiencies can be achieved by developing a consistent response to the major issues raised by public commenters. These consistent responses can be used and modified as needed to address the specific public comments that are common among several commenters. The draft responses to comments and two sets of revisions of the responses to comments based on staff comments are assumed.

4.7 Project Meetings and Hearings

During the environmental review process, RECON principal, senior staff, and necessary specialists will be available to participate in project meetings. Meetings may include a project kick-off meeting, public scoping meeting, and project coordination meetings with staff to review comments on the Administrative Draft EIR and draft responses to comments. A minimum of three meetings with staff are anticipated. RECON will also attend a minimum of three public hearings: public review environmental hearing, and Planning Commission and Board of Supervisors hearings.

4.8 Contingency

A contingency has been included in this proposal to allow for flexibility in completing work that cannot be anticipated with the current information available. For example, should additional effort be required to bring existing technical reports into full CEQA compliance, this contingency would allow additional work effort. Any expenditure of the contingency would occur only with advance authorization from the County and would be used only for work beyond the scope of this RFP. Work completed under the contingency would be billed on a time and materials basis.

5.0 Cost Breakdown

RECON has provided an itemized budget breakdown by the tasks listed in the RFP for the EIR. RECON's total cost including a 10 percent contingency is \$110,921

RECON Environmental, Inc.										
EIR Cost Proposal										
Task/Deliverable	Hourly Rates	Principal Staff	Senior PM	Senior	Associate	Analyst	Production	Graphics		
	\$208	\$169	\$161	\$126	\$109	\$60	\$95			
Total Cost	Total Hours									
1. Project Initiation	\$807	6	0	2	2	0	0	0	0	0
2. Project Description	\$2,610	21	1	4	4	8	2	2	0	0
3. Peer Review of Technical Studies										
Biological Resources Assessment and Open Space Plan (RECON)	\$4,562	34	1	2	23	0	2	2	0	0
Cultural Resources (RECON)	\$2,921	20	1	1	0	6	1	1	1	1
Design Guidelines (RECON)	\$3,905	24	2	14	0	0	2	2	0	0
Drainage Study (Rick Engineering)	\$4,000									
Geotechnical Investigation (Figueroa Consultants)	\$3,500									
Traffic (ATE)	\$3,700									
	\$22,489									
Peer Review Subtotal										
4. Administrative Draft EIR										
Aesthetics	\$4,455	32	2	2	0	10	2	2	2	2
Air Quality	\$1,592	12	1	1	7	0	1	1	1	1
Biological Resources	\$4,442	33	2	4	18	0	2	2	3	3
Cultural Resources	\$1,406	11	1	1	0	4	1	1	2	2
Geology and Soils	\$1,218	11	0	1	0	8	1	1	1	1
Greenhouse Gas	\$1,628	12	1	1	6	0	1	1	1	1
Hydrology and Water Quality	\$2,810	23	1	1	12	6	1	1	2	2
Noise	\$3,374	27	1	4	8	12	1	1	1	1
Public Services /Utilities	\$2,165	18	0	1	8	6	1	1	1	1
Transportation and Circulation	\$1,502	13	0	1	4	6	1	1	1	1
Policy Consistency	\$1,627	13	1	2	2	6	1	1	1	1
Project Alternatives	\$2,253	18	1	2	6	8	1	1	1	1
Other Mandatory Sections	\$3,940	30	2	5	12	10	1	1	1	1
Mitigation Monitoring and Reporting Program	\$905	8	0	1	0	6	1	1	1	1
A/EIR Subtotal	\$1,109	9	0	1	4	4	0	0	0	0
5. Draft EIR	\$34,428	270	13	28	87	86	16	16	16	16
6. Response to Comments/ AFEIR	\$13,433	100	4	20	26	26	6	6	6	6
7. FEIR	\$12,492	94	4	14	24	26	6	6	6	6
8. Project Meetings (3)	\$10,493	78	2	18	20	22	4	4	4	4
9. Hearings (3) DEIR, PC, BOS	\$1,668	12	0	6	0	6	0	0	0	0
Commitment of Staff Expenses	\$1,668	12	0	6	0	6	0	0	0	0
EIR Subtotal	\$100,087	671	28	115	186	188	39	39	39	39
Expenses		100%	4%	17%	28%	28%	6%	6%	6%	6%
Printing	\$750									
TOTAL EIR LABOR and EXPENSES	\$100,837									
10% Contingency	\$10,084									
Total with Contingency	\$110,921									

6.0 Schedule

RECON's approach to the EIR documentation and processing is founded on thoroughness and flexibility. Our goal is to ensure a legally adequate process and CEQA document for the County. RECON employs a variety of approaches to anticipate project issues and manage project timelines to ensure that deliverables are met within budget and schedule. A schedule with corresponding deliverables is provided below and commence upon receipt of authorization to proceed. The number of print copies will be as detailed in the RFP. All document deliverables will be made available on a downloadable CD through the RECON File Transfer Protocol (FTP) site and/or through email per County preference.

Task and Deliverable	Timeline
Project Kickoff Meeting, Site Visits, and Summary Email	Week 1
Draft Project Description, Environmental Setting	Week 2
Administrative Draft EIR and Technical Studies Peer Reviews	90 calendar days (Week 12)
Draft EIR with Technical Appendices (includes NOC and NOA)	Within 15 working days of receiving County ADEIR comments
Draft EIR Public Hearing: Hearing attendance, presentation materials, and meeting summary notes (within 5 days of hearing)	During 45-day Draft EIR Period (date TBD)
Administrative Final EIR (AFEIR) /Finalize Responses to Comments	Within 15 working days of receiving public review Draft EIR comments
Prepare Draft Final EIR for Decision-maker Hearings Hearing attendance, presentation materials, and summary notes (within 5 days of each hearing)	Within 10 working days of receiving County AFEIR comments
Prepare Final EIR (if necessary)	Within 15 working days of final decision-maker hearing on Draft FEIR

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$100,837. The total not to exceed cost is \$110,921.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
60%	Acceptance of Admin Draft EIR	\$60,502.20
20%	Acceptance of Draft EIR	\$20,167.40
10%	Acceptance of Final EIR	\$10,083.70
10%	EIR Certification	\$10,083.70

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** -- If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.