



# County of Santa Cruz

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## PLANNING DEPARTMENT

701 OCEAN STREET, SUITE 400, SANTA CRUZ, CA 950604073

(831) 454-2580 FAX: (831) 454-2131 ADD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

## BOARD OF SUPERVISORS AGENDA: 6/20/00

June 5, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz CA 95060

**SUBJECT: Approval of Contracts to Prepare an Environmental Impact Report for the RMC Pacific Materials Cement Plant Project**

Members of the Board:

The Environmental Coordinator has determined that an Environmental Impact Report (EIR) will be required to evaluate the raw materials storage and mixing facilities proposed by RMC Pacific Materials, Inc. at their cement plant in Davenport. The plant was formerly named the RMC Lonestar Cement Plant. **EIR** will evaluate the effects of the new facilities on the scenic corridor viewshed, biological resources associated with an on-site wetland, area noise and air quality as well as several other issues. A Request for Proposals was sent to three EIR consulting firms in April. The Palo Alto firm of Thomas Reid Associates was selected to prepare the EIR.

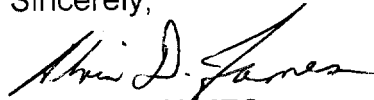
The applicant contract (Attachment 1) provides the agreement for the applicant's responsibilities towards preparation of the EIR. The consultant contract (Attachment 2) provides a scope of work which will provide a thorough analysis of the environmental issues of the project. The estimated cost for the preparation of the EIR is \$56,939.00 This contract requires approval by your Board because the cost associated with the contract exceeds the \$10,000 administrative limit set by your Board for EIR contracts (Resolution 418-97). The applicant, RMC Pacific Materials, has provided the funds for the total cost to complete the EIR.

It is therefore **RECOMMENDED** that your Board authorize the Planning Director to approve the attached contracts on behalf of the County, including any subsequent

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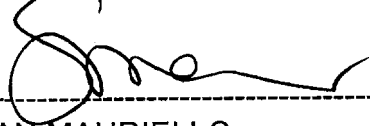
amendments which may be necessary to complete the environmental evaluation of the project.

Sincerely,



ALVIN D. JAMES  
Planning Director

RECOMMENDED:



SUSAN MAURIELLO  
County Administrative Officer

Attachments:

- 1 - Applicant Contract
- 2 - Consultant Contract
- 3 - ADM-29 Form (Applicant)
- 4 - ADM-29 Form (Consultant)

cc: Bill Buck and Lew Schlumbrecht, RMC.  
Rich Beale, Applicant's Consultant  
Thomas Reid, TRA  
Citizens-RMC Lonestar Committee

RMCLonestar\EIRcontr@BS.wpd/pln453

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

~~0259~~

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

FROM: Planning (Dept.)  
[Signature] (Signature) 6/13/00 (Date)

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

- Said agreement is between the County of Santa Cruz Planning Department (Agency) and RMC Pacific Materials, Inc., 700 Highway 1, Davenport, CA 95017 (Name & Address)
- The agreement will provide or the preparation of an Environmental Impact Report (EIR) for the RMC Pacific Materials Cement Plant project.
- The agreement is needed to cover the costs and scope of work for preparing the EIR
- Period of the agreement is from June 13, 2000 to June 30, 2001
- Anticipated <sup>REVENUE</sup> cost is \$ 56,939.00 (Fixed amount, ~~Maximum Total Expend~~)
- Remarks: Cost paid by project applicant. No cost to County.
- Appropriations are budgeted in 135454 (Index#) 1324 (Subject)

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

Appropriations  are available and  have been encumbered.  are not available and  will be encumbered. Contract No. R-729 Date 6/8/00  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

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

Remarks: \_\_\_\_\_ (Analyst) BY \_\_\_\_\_ Date \_\_\_\_\_  
Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - ~~Blue~~  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
\*To Orig. Dept. if rejected.  
ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was  
said Board of Supervisors as recommended by the County Administrative Officer by an order  
in the minutes of said Board on \_\_\_\_\_ County Administrative  
\_\_\_\_\_ 19\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

## APPLICANT

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Application No.: 98-0550

Assessor's Parcel No.: 58-071-04

**AGREEMENT FOR PREPARATION OF ENVIRONMENTAL IMPACT REPORT**

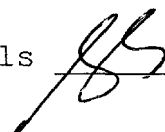
THIS AGREEMENT is entered into and effective this 13<sup>th</sup> day of June, 2000, by and between RMC Pacific Materials, inc. (hereinafter referred to as "Applicant") and the County of Santa Cruz (hereinafter called "County").

WHEREAS, the Applicant has filed with the County an application for a new raw materials storage and blending facility at the Applicant's existing cement plant in Davenport, California (hereinafter called "project") and this project requires a discretionary action on the part of the County; and,

WHEREAS, the County has determined that review of said project will require an Environmental Impact Report (EIR) under the terms of the California Environmental Quality Act; and,

WHEREAS, County policy places the burden of the cost of all work necessary for the preparation and review of said Environmental Impact Report upon the Applicant; and,

WHEREAS, County has arranged for performance of said work through the services of a qualified Consultant and has notified the Applicant of the nature of said

Handwritten initials, possibly "AS", written in black ink.

arrangement including the selection of personnel, scope of work, and estimated cost; and,

WHEREAS, said Environmental Impact Report is to be completed by Thomas Reid Associates; and,

WHEREAS, the fee for the preparation of said Environmental Impact Report has been negotiated to include \$ 56,936.00 as full compensation of said Consultant; and,

WHEREAS, the fee for County review and processing of said Report is to be based on an actual cost basis is governed by another contract separate from this agreement which specified separate billing to the Applicant monthly payable within 30 days;

WHEREAS, Applicant has made payment to the County in the full amount of said negotiated fee (\$ 56,936.00 total)

NOW, THEREFORE, the parties hereto mutually agree as follows:

Upon execution of this agreement, pursuant to the Santa Cruz County Environmental Review Guidelines and applicable statutes and ordinances, the County shall take all necessary steps to prepare and review the aforementioned Environmental Impact Report, including entering into an agreement for services with said Consultant. Said agreement by and between County and Consultant shall be attached hereto as Exhibit "A" and by reference made a part thereof.

The Applicant shall provide the Consultant with whatever background information is needed to complete the report within 10 days of the starting date specified on Page 1 of this agreement.

The County shall deposit Applicant's payment into a fund set up for collection and distribution of funds involved in the preparation and review of EIRs.

If, in the opinion of the County, additional copies of the Environmental Impact Report are necessary to provide adequate copies for public review, the County shall print such copies and the applicant shall reimburse the County for the actual cost of printing.

Upon satisfactory completion of the preparation and review of said Environmental Impact Report, County shall pay from said funds the above mentioned Consultant fee and bill the applicant the appropriate fee for review and processing.

The County shall furnish Applicant with a copy of said Environmental Impact Report.

Either the County or Applicant may terminate this agreement by presentation to the other party hereto of written notice of said termination ten (10) days prior to the effective date of said termination. County shall also retain reimbursement for staff costs incurred prior to said date of termination (based upon hours spent). County shall reimburse Applicant for any portion of above mentioned payment by Applicant in excess of Said costs. Termination of this agreement at any point by the applicant

shall constitute abandonment of the project.

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No alteration or variation in the terms of this agreement shall be valid unless in writing and signed by the parties hereto.

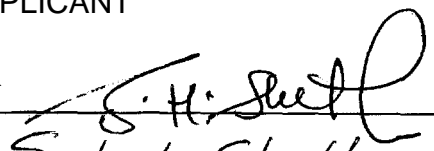
IN WITNESS WHEREOF, the County and the Applicant have executed this Agreement to the effective date which shall be the date of execution by the County as written below.

COUNTY OF SANTA CRUZ

APPLICANT

BY \_\_\_\_\_

Alvin D. James  
Planning Director

BY  \_\_\_\_\_

Satish Sheth  
For RMC Pacific Materials, Inc.

DATE \_\_\_\_\_

DATE 5/30/00

Approved As To Form.

By:  \_\_\_\_\_  
County Counsel

DATE 6.9.00

Exhibit A: Consultant Contract

EIR-AppIRMC.wpd/pln453

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 4 0263

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

FROM:

PLANNING (Dept.)  
*[Signature]* (Signature) 6/13/00 (Date)

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

1. Said agreement is between the County of Santa Cruz Planning Department (Agency)  
and Thomas Reid Associates, 560 Waverely St., Palo Alto, CA 94301 (Name & Address)

2. The agreement will provide for the preparation of an Environmental Impact Report (EIR) for the RMC Pacific Materials Cement Plant Project.

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

4. Period of the agreement is from June 20, 2000 to June 30, 2001

5. Anticipated cost is \$56,939 . 00 (Fixed amount, ~~XXXXXX~~)

6. Remarks: COST paid by project applicant. No cost to County.

7. Appropriations are budgeted in 135454 (Index#) 3655 (Subobject)  
~~1324~~

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

Appropriations are available and have 6/8/00 encumbered. Contract No. CD92113 Date 0  
~~are not~~ ~~w~~

GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Nelson Deputy.

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

Remarks: \_\_\_\_\_ (Analyst) By \_\_\_\_\_ Date \_\_\_\_\_

Agreement approved as to form. Date \_\_\_\_\_

- Distribution:
- Bd. of Supv. - White
  - Auditor-Controller - Blue
  - County Counsel - Green \*
  - Co. Admin. Officer - Canary
  - Auditor-Controller - Pink
  - Originating Dept. - Goldenrod

● To Orig. Dept. if rejected.

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

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 20<sup>th</sup> day of June 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **Thomas Reid Associates**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Preparation of an Environmental Impact Report for the RMC Pacific Materials Cement Plant Project as described in the Scope of Work in Exhibit A.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Not to exceed \$56,936.00 per Project Schedule and Budget shown in Exhibit B.**

3. TERM. The term of this contract shall be: **From June 20, 2000 to June 30, 2001.**

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

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

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and



Independent Contractor Agreement  
 Preparation of an EIR by Thomas Reid Associates  
 RMC Pacific Materials Cement Plant Project

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requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior

Independent Contractor Agreement  
 Preparation of an EIR by Thomas Reid Associates  
 RMC Pacific Materials Cement Plant Project

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acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

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

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

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

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

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

Independent Contractor Agreement  
Preparation of an EIR by Thomas Reid Associates  
RMC Pacific Materials Cement Plant Project

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

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

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

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

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

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

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

Independent Contractor Agreement  
Preparation of an EIR by Thomas Reid Associates  
RMC Pacific Materials Cement Plant Project

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

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

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

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

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

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

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

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

Independent Contractor Agreement  
Preparation of an EIR by Thomas Reid Associates  
RMC Pacific Materials Cement Plant Project

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1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Karen G. Weissman Ph. i?  
For: Thomas Reid Associates  
Address: 501 Soquel Avenue, Suite E  
Santa Cruz, CA 95062

By: \_\_\_\_\_  
Alvin D. James  
Planning Director

Telephone: 831-457-1741

2. APPROVED AS TO INSURANCE:

3. APPROVED AS TO FORM:

By: Janet McKinley  
Risk Management  
6-7-2006

By: [Signature]  
County Counsel

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

## Scope of Work

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### I. BACKGROUND AND APPROACH

The County of Santa Cruz has received an application from RMC Pacific Materials, Inc. to install new equipment at its cement plant in Davenport, California. The purpose of the project is to improve the raw material flow through the plant to more reliably produce high quality and uniform cement. The project would construct the following facilities:

1. A 35,200 square foot raw materials storage building that is 66 feet in height;
2. A 47,120 square foot materials mixing dome that is 80 feet in height;
3. A truck unloading station;
4. Extension of the existing overland conveyor belt system; and
5. The grading of 225,645 cubic yards of earth for the construction of the dome structure.

The project will require a Coastal Zone Permit, Grading Permit and a Commercial Development Permit to amend Permit 78-08 19-PD, which currently governs use of the Cement Plant. Mitigation for impacts on federally listed species will require approval from the USFWS.

The County planning staff has prepared a thorough Initial Study which identifies the project issues which have potential for significant environmental impacts, The County's Scope of Work clearly presents the issues to be assessed in the EIR. As such, TRA has directly incorporated the County's Scope of Work items into the EIR Scope of Work proposal. The County's Scope is presented in *italicized text* under each discipline. Further discussion is presented in plain text to offer additional details on how TRA will carry out the work.

**II. SCOPE OF WORK/METHODOLOGY**~~02711~~**A. ADMINISTRATIVE DRAFT EIR**

Our methodology as presented below under the individual environmental disciplines reflects our current understanding of the project. The EIR will incorporate information from the County of Santa Cruz General Plan/Local Coastal Plan, zoning ordinance, and other published documents and maps. We will consult with County staff and relevant public agencies, service providers, and the Applicant. TRA will utilize existing technical studies prepared by the applicant as well as information contained in the Initial Study prepared by County planning staff. We will make a data request to the Applicant and the County for information pertaining to this project which we believe necessary to prepare an adequate EIR. We expect to make one or more reconnaissance visits to the project site and vicinity, and to attend informational meetings with County staff, the Applicant's representatives and others.

The methodology for each EIR discipline is described according to the following suggested EIR outline. The outline is consistent in format with the state EIR guidelines.

**SUGGESTED EIR OUTLINE**

## Table of Contents

## S. Summary

## I. Introduction

- A. Permit process for project
- B. Uses of this EIR

## II. Project Description

- A. Location and Site Description
- B. Existing Operation
- C. Project Objective
- D. Project Components
- E. Environmental Issues of Concern

## III. Conformance with Local Plans

- A. County of Santa Cruz
  - 1. General Plan/LCP
  - 2. Zoning Ordinance
- B. Regional Water Quality Control Board (SWPPP)
- C. Monterey Bay Unified Air Pollution Control District
- D. U.S. Fish and Wildlife Service

Consultant Contract to Prepare an EIR  
EXHIBIT A - Scope of Work

Page 3

IV. Environmental Impact Assessment (Environmental Setting, Impacts, Cumulative Impacts and Mitigation)

- A. Geology
- B. Hydrology and Drainage
- C. Biology
- D. Agricultural Resources
- E. Noise
- F. Aesthetics
- G. Air Quality

V. Alternatives to the Proposed Project

- A. No project
- B. Alternative site locations
- C. Mitigated Project Design

VI. Environmental Issues

- A. Short-Term/Long-Term Uses of Man's Environment
- B. Significant Irreversible Environmental Changes
- C. Growth-Inducing Impacts
- D. Effects Found not to be Significant

VII. Reference

- A. Bibliography
- B. Persons and Organizations Consulted
- C. Report Preparer

APPENDICES

- Geotechnical Report(s)
- Initial Study and Attachments
- Draft Biological Assessment
- Initial Study

**S. Summary**

The EIR and appendices will be a lengthy document containing much technical information. As a reference to the more detailed information to follow, the summary should be a concise presentation of its major points. While the summary is not intended to substitute for the analysis in the body of the document, it will provide an overview of the report, and ready reference to its primary conclusions. The summary will include:

- a brief project description;
- a discussion of the principal beneficial and adverse impacts expected from the project and identification of the impact's significance,



**The impacts are organized according to level of significance:**

- **significant, unavoidable impacts**
  - **significant, but mitigable to below a threshold of significance**
  - **not significant;**
- a list of all of the mitigation measures from the body of the EIR which are included as part of the mitigation and monitoring program. The measures are identified as to which are necessary to mitigate potentially significant impacts to below the threshold of significance, and which are "good practice" measures; and
  - a descriptive evaluation of the differences between the proposed project and other alternatives considered, and identification of the environmentally superior alternative.

## II. Project Description

The analysis of the project's environmental effects -- significant and non-significant, beneficial and adverse -- depends upon a complete, detailed description of all aspects of the project which generate environmental impacts. Based on this level of information, we expect to provide a project description as follows:

- A. Project location and site description** — Using text, maps, and photographs, we will describe the project site in its vicinity and regional setting.
- B. Existing Operation** -We will describe the existing plant operation including details on plant process, storage and handling of raw materials, production rates, hours of operations, equipment use, transportation requirements, and water requirements.
- C. Project objectives** — This section of the document will discuss the Applicant's objective in proposing the project. The stated intent of the project is to improve the reliability of generating a high quality product.
- D. Project Components** — Using diagrams and text, we will describe the proposed changes at the plant site including the new structures, landscaped berm, grading requirements and water requirements. The permanence of the structures on the site will be identified. The structural life of the equipment will be identified as well as plans for equipment abandonment upon plant closure.
- E. Environmental Issues of Concern** — Issues of concern identified in the Initial Study and responses to the Notice of Preparation will be identified.

## III. Conformance with Local Plans and Policies

*Scope: The EIR shall provide a section that describes pertinent policies and the project's*

~~0274~~

Consultant Contract to Prepare an EIR  
EXHIBIT A - Scope of Work

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*consistency with each cited policy. A table will be provided that identifies each relevant policy and summarizes the manner in which the project is/is not consistent with each corresponding policy. A text discussion will be provided for any policy consistency situation which needs to be explained in more detail than can be provided in the table.*

CEQA requires that an EIR consider the relationship of a project to applicable local general plans, zoning, and other governmental plans or policies which may apply to the project. Locally, the project property is subject to the plans and policies of the County of Santa Cruz, the Bay Area Air Quality Management District, Regional Water Quality Control Board, California Coastal Commission and the US Fish and Wildlife Service.

The EIR will include the plans and policies and other concerns of these agencies. TRA will quote or cite each of the relevant goals, policies and current permit conditions and evaluate the project for conformance. If the project is found not to be in conformance we will discuss what modifications would be necessary to bring it into conformance. The discussion will include the pending management plan being developed for the Coast Dairies property for the Trust for Public Land and others.

#### **IV. Environmental Impact Assessment**

The State EIR guidelines explicitly require a description of the environmental setting and of the environmental impact. For continuity of subject matter, we propose to organize this section of the report by environmental discipline, considering setting, impact, cumulative impacts and recommended mitigation under each discipline.

##### **A. Geology and Soils**

*SCOPE: A geotechnical and geologic report have been prepared by the applicant's consultants, reviewed by County Planning's certified geologist and accepted as adequate. A corresponding drainage and erosion control plan have also been submitted and accepted by Planning's geologist and Senior Civil Engineer. No further analysis will be required; however, the EIR shall include a summary of both reports and the drainage/erosion control plan and identify mitigation measures that have been recommended in both reports.*

Thomas Reid Associates will prepare a Geology section for the EIR based on information contained in the geology report and drainage/erosion control plan submitted by the Applicant. Since both reports have been reviewed by qualified County officials, no further analysis is required.

##### **B. Hydrology and Drainage**

*SCOPE: The EIR shall include a description of how the RMC water system functions and provide a water system diagram in the EIR. The diagram will be based on the information submitted by the applicant to the County. The information derived about the water system will*

*also be used by the consultant to conduct a subsequent analysis described under the Biological Resources section below.*

Thomas Reid Associates will assess the water use of the RMC cement plant. The existing water system will be described and water use quantified. Changes in water use due to implementation of the proposed project changes will be quantified. The potential for hydrological impacts to the San Vicente Creek will be identified. A field check of the diversion pipe will be conducted to assess the potential for increased water diversion from San Vicente Creek. This is discussed further in the Biology section below.

### C. Biology

*SCOPE: A qualified botanist shall evaluate the proposed landscape plan to determine the biological environmental effects from planting blue gum eucalyptus and other proposed plantings on the berm.*

TRA biologists will assess the biological impact of creating a landscaped berm using the blue gum eucalyptus tree. The biological merits of the applicant's Landscape Plan will be assessed. If found to be a significant adverse impact, alternative plant species or alternate berm design may be recommended as project mitigation, taking in to account the multiple objectives of biological value, biological non-invasiveness, visual screening (size, rate of growth), and irrigation water needs.

*SCOPE: A qualified herpetologist shall analyze the Biological Assessment for technical adequacy and confirmation of proposed mitigation measures. This professional will need to be in contact with staff of the USFWS to discuss the findings of the analysis prior to finalizing this section of the Draft EIR. The Draft EIR shall summarize the ESA, Section 7 process and the Biological Assessment prepared for this project. Any mitigation measures provided by the Draft Biological Assessment, as well as any additional mitigation measures recommended by the EIR's herpetologist, shall be discussed in the document. The Draft Biological Assessment shall be included as an appendix to the Draft EIR.*

TRA will assess the project impacts upon the red-legged frog by removal of arroyo willows adjacent to a pond. The applicant is presently in consultation with the U. S. Fish and Wildlife Service, under Section 7 of the ESA to develop a Biological Assessment to the removal of listed species' habitat. TRA will review the Draft Biological Assessment and evaluate the biological effects of its implementation. Thomas Reid Associates' own biological staff will consult with Alan Launer, PhD. of the Center for Conservation Biology at Stanford University in review the Draft Biological Assessment submitted by the Applicant for technical accuracy.

*SCOPE: The consultant shall, through on-site investigation of the water system verify that the size of the diversion pipe and other infrastructure prohibits any increased withdrawals from the two streams, **If** this is verified, the EIR shall include an explanation of the water system and the infrastructure limitations that prevents the project from increasing the use of the surface water*

*from the two streams. If the consultant's evaluations conclude otherwise, a hydrological and biological analysis shall be conducted as described below.*

*A qualified hydrologist and aquatic wildlife biologist shall work together to evaluate the instream effects of the projected increased water use during the 5 driest months of the year. If the effects are determined to be significant, mitigation measures shall be recommended. The professionals conducting this evaluation shall contact the appropriate fisheries biologists at the National Marine Fisheries Service and California Department of Fish and Game prior to commencing their study to ascertain evaluation methods acceptable to the two agencies and appropriate significance thresholds related to sustainable in-stream flows in Mill and San Vicente Creeks.*

The potential for increased water use by the proposed landscape berm will be assessed. TRA will review the use of water at the cement plant site. TRA will conduct a site visit to verify the diameter of the diversion pipe and RMC's capacity for increased water procurement from the stream.

If the project is shown to increase in-stream water use, TRA will develop a specific scope of work for the additional assessment in consultation with County staff and persons involved in the San Vicente Creek restoration work. We would use in-house biologists Victoria Harris; Patrick Kobernus and Eben Polk in consultation with the Stanford Center for Conservation Biology to assess the impacts of expanded water diversion upon the fisheries in San Vicente Creek and Mill Creek. Hydrology expertise would be provided by subcontract, if needed. This additional work is not included in the current scope and budget.

#### **D. Agricultural Resources**

*SCOPE: The earthen berm would cover 5 acres of grazing land with a 40% slope. Recontouring this portion of the pasture to this gradient will make livestock raising on this 5 acres more difficult and conflicts with County policies and regulations.*

*The EIR consultant shall determine a method to remedy this problem by recommending a berm that provides visual mitigation but with a slope that will not limit livestock grazing. The berm is also proposed to be planted with 'trees, as discussed in more detail in the following subsection: The consultant shall evaluate if the proposed trees will reduce the utility of the site for livestock grazing, and if so provide recommendations to mitigate the impact. An explanation of County policies and regulations regarding agricultural land which are applicable to this project shall be provided in the setting section of this chapter of the EIR.*

TRA will assess the impact of the proposed berm on agricultural resources. The ability of the land to support continued grazing will be addressed. Project conformance with County policies regarding the protection of agricultural land will be discussed. Mitigation will be recommended with the goal of preserving livestock grading on the site.

### E. Aesthetics

*SCOPE: The EIR consultant shall reproduce the visual simulations in the EIR and review the visual analysis and make an independent judgement regarding the project's visual impact and adequacy of the proposed visual screening to mitigate the impact. **If** it is determined additional mitigation is required, the consultant shall recommend additional mitigation after consultation with Planning staff. The visual analysis shall be done with the understanding that the two large project structures will, in all likelihood, remain on the property in perpetuity even **if** the raw material supplying the plant is no longer available or the plant ceases operation in the **future**. This issue shall be discussed.*

TRA will peer review the Applicant's visual analysis to determine its technical accuracy. The analysis by Lief Rideout, architect, is based on a computer drawing (CAD) with x,y,z coordinate data determined by field global positioning (GPS) and project engineering drawings. This is an appropriate methodology and is the same as TRA uses in its own visual simulation work. TRA would request the applicant provide the base DWG files used by Rideout so that TRA can verify the perspective relationships in the view.

Upon acceptance, TRA will incorporate the visual simulations into the EIR analysis. The project site is located within the viewshed of Highway 1 and Swanton Road, both County designated scenic corridors, where views are to be protected. The site is also visible from a near shore area of the Pacific Ocean which is part of the Monterey Bay National Marine Sanctuary. The visual impact of proposed structures and earthen berm from these locations will be addressed based on the Applicants analysis.

The long-term visual impact of the project will be assessed based on the applicant's plans for abandoning the structures upon plant closure.

Further visual analysis of an alternate berm design is discussed in Project Alternatives, below.

### F. Noise

*SCOPE: The EIR shall provide regular construction noise and air quality mitigations to prevent significant construction impacts to nearby residential properties in Davenport. As stated in the above project description, the storage and mixing of raw materials inside new project structures will significantly reduce the existing levels of dust and noise generation that presently occur at the cement plant. In this case, project impacts will be **beneficial** and are not required to be evaluated under CEQA. However, for a complete project assessment, it may be advantageous to include this analysis in the EIR. Such an analysis would address operational noise levels at the plant after the project is completed and in use, as well as any changes in the air quality that would not be addressed under the required items above.*

TRA will assess the short-term impact of construction noise from the grading operations.

The duration of the construction operation will be identified and the noise levels generated by the equipment will be generally characterized. Any impacts upon nearby sensitive receptors will be addressed.

The project involves replacing the existing storage and blending system which uses vehicular machinery with a stacker/reclaimer machine and conveyor system. To assess the potential for noise reduction, TRA would first establish existing noise conditions at the residential areas near the site by running two 24-hour noise measurement, recording basic sound level statistics every 15-minutes.

The applicant has provided a technical report giving field test noise levels generated by equipment operations similar to the proposed equipment and enclosure. This information is adequate to show the overall reduction in sound levels at the project property boundaries and at the residential areas. Thomas Reid Associates will provide peer review of the applicant's acoustical study. Upon acceptance, TRA will summarize the study and present its conclusions in the EIR.

#### **G. Air Quality**

*SCOPE: In addition to addressing the construction phase of the project, the EIR shall respond to the items listed in the NOP comment letter from the MBUAPCD. Although negative air quality impacts are not anticipated from the operation of the project, the EIR shall explain why impacts will not be generated. This explanation shall be limited to the issues specified in the NOP comment. The storage and mixing of raw materials inside new project structures will significantly reduce the existing levels of dust and noise generation that presently occur at the cement plant. In this case, project impacts will be beneficial and are not required to be evaluated under CEQA. However, for a complete project assessment, it may be advantageous to include this analysis in the EIR. Such an analysis would address operational noise levels at the plant after the project is completed and in use, as well as any changes in the air quality that would not be addressed under the required items above.*

The MBUAPCD response to the NOP includes generic air quality concerns which will not be actual issues for the RMC proposal. For completeness, TRA will use basic project construction and operation data to calculate pollutant emissions. The items in the MBUAPCD letter will be addressed.

The applicant has supplied an analysis of air pollutant emissions prepared by the MBUAPCD and supported by a separate PM<sub>10</sub> analysis by DRI. This information quantifies the net reduction in dust emissions from operations from the proposed project. Thomas Reid Associates will provide peer review of both documents. Upon acceptance of these reports as complete and accurate, TRA will summarize the findings and present the conclusions in the EIR.

#### **V. Project Alternatives**

*Besides the "No Project" alternative, the EIR shall discuss two project alternatives. A revised on-site alternative that locates project facilities at another location the RMC property shall be described. This location shall avoid the visual and agricultural land impacts of the proposed project. **If** there are no other suitable on-site locations to locate the project facilities, the problems regarding relocating the project to other locations shall be discussed in terms of alternative on-site locations that were considered but rejected as feasible.*

*A more detailed discussion shall be provided for an on-site mitigated project alternative. This alternative shall be one that reconfigures the proposed berm to one with a more gentle slope, has a more natural appearance and is vegetated as grassland rather than rest. Visual simulations of this redesigned berm from three vantage points shall be provided. This alternative shall be described and evaluated in more detail than is typically done for EIR alternatives because it has the potential to be selected by decision-makers as the preferred project. The proposal should be very clear regarding the level of analysis that would be provided for this alternative.*

To provide the additional visual simulations for a mitigated project design, TRA proposes using data provided by the Project Applicant. TRA can either provide this service in-house or direct the Applicant's consultant by providing the specifications and design parameters for the analysis. The cost estimate presented in this proposal is based on TRA conducting the analysis, using CAD data files provided by the Applicant. However, the County may prefer that the Applicant to contract with his consultant for the additional work. TRA would then provide the design guidance to begin their analysis and the peer review to ensure the analysis was technically correct.

## VII. Environmental Issues

The statutory CEQA sections flow logically from the analysis given in other sections of the EIR. We will assess:

- A. Short-Term/Long-Term Uses of Man's Environment
- B. Significant Irreversible Environmental Changes
- C. Effects Found Not to be Significant (reference Initial Study/NOP scoping process)
- D. Growth-Inducing Effects

## VIII. References

This is the required reference section and contains a list of persons contacted, literature cited, and the persons responsible for EIR preparation. The current CEQA amendments also require that all reference materials be listed as to location where they may be viewed. TRA will compile all contacts and source material used throughout the EIR preparation process and present this information in the reference section. The budget includes the organization of this material.

## B. Public Draft EIR

Upon completion of the Administrative Draft, we will respond to comments by County staff in the review of the Administrative Draft EIR to prepare the public Draft EIR. TRA will provide the County with one copy of a screen check (pre-print) EIR. The attached cost estimate is based on providing 40 copies of the Draft document.

### **c . Final EIR**

*SCOPE: The consultant shall prepare a Final EIR after public comments have been received during public circulation of the DEIR. The Final EIR shall respond to comments made on the DEIR in the conventional method for most Final EIRs. Any changes to the text of the DEIR which result from these comments shall be shown in a separate chapter of the Final EIR titled for that purpose.*

Thomas Reid Associates will respond to all comments raised during the public review process, including comments submitted in writing and oral comments at the public hearing. The scope of work for the Final EIR assumes that the responses will be mainly clarifications and corrections, and answers to specific questions that will not require major new substantive work or any additional technical studies. The Final EIR will include comment letters, responses to comments, and any text amendments necessary for corrections or clarifications to the Draft EIR text. TRA will provide the County with one copy of a screen check (pre-print) EIR and 30 copies of the Final EIR, upon approval.

### **D. Mitigation Monitoring and Reporting Plan**

*SCOPE: The EIR must include a Mitigation Monitoring and Reporting Program (MMRP) consistent with the requirements of CEQA. The monitoring program shall be specific and prepared during or after the preparation of the Final EIR. The MMRP shall be bound separately and shall be made to be an independently used document for field verification of adequate implementation mitigation measures and any remedial action necessary to achieve adequate mitigation. The MMRP shall be prepared as a useful field tool and will ultimately be incorporated into any permit for the project, if one is approved by the County.*

The California Environmental Quality Act (Section 2108 1.6) requires that local agencies adopt a mitigation monitoring plan at the time of project approval to address mitigation for potentially significant impacts. These measures will include a discussion of the implementation responsibility, and the financially responsible party, and timing.

### **E. Meetings and Hearings**

*SCOPE: The consultant should plan on attending one public hearing to be held by the County Planning Commission after the Final EIR is released and where certification of the EIR will be considered. In addition, the consultant should plan on meeting with County staff at the end of the public comment to review the comments on the Draft EIR and discuss the approach to preparing*



*the Final EIR. The full EIR team should be present at the EIR start-up meeting to be held at the County Planning Department for 2 hours in the morning followed by a site visit at the project site in the afternoon.*

These three meetings (start-up, comment review, and certification hearing) have been included in the cost proposal. Any additional meetings or hearings will be billed to the County on a time and materials basis, as described under Contingencies in the cost proposal, below.

## **F. On Line Format**

*SCOPE: In addition to the required number of copies of the document, the consultant shall provide an electronic, internet-ready version of the Draft and Final EIR to the County. The specifications for fulfilling this requirement are as follows:*

- Text shall be provided in .html or .pdf format. Maximum file size should be no larger than 500 K-bytes.*
- Images shall be provided in .gif or .jpg format.*
- A Table of Contents shall be provided in .html format which includes relative links (not absolute links) to each section and figure of the document. Links are not required to be embedded within the text.*
- The electronic, internet-ready versions of the DEIR and FEIR shall be e-mailed to the County. We are unable to receive e-mail which is greater than 5 Megabytes in size, therefore, the document will need to be sent as attachments to a number of separate messages.*

TRA has both html and Adobe Acrobat publishing software and can comply with the requirements. The document can be transmitted by email, on a CD-ROM, or by County download from our FTP site.

**III. SCHEDULE**

Thomas Reid Associates proposes to complete the EIR in accordance with the following time schedule. The schedule is tied to both on the date of notice to proceed, and the date on which the County and consultant agree that all information has been provided necessary to complete an adequate Draft EIR. The schedule is also predicated on the only one administrative review draft of both the Draft and Final EIRs.

<b>Task or Deliverable</b>	<b>Date</b>
1. EIR detailed working outline and data request to Applicant	1. One week from start <sup>1</sup>
2. Administrative review Draft EIR (3 copies)	2. 8 weeks from receipt of Applicant's completed response to data request. <sup>2</sup>
3. County review	3. County discretion
4. Pre-print public review Draft EIR	4. Two weeks after receipt of County review
5. Draft EIR (40 copies) + 1 reproducible original, 1 CD-ROM + Technical appendices	5. One week after County approval of pre-print draft
6. Public comment period	6. To be set by County
7. Administrative review draft Final EIR (3 copies)	7. Two weeks after receipt of all comments <sup>3</sup>
8. County review	8. County discretion
9. Pre-print Final EIR	9. One week after receipt of County review
10. Final EIR (30 copies) + 1 reproducible. One reproducible copy plus disks	10. Two days after County approval of pre-print Final EIR
11. Public hearing	11. To be set by County

<sup>1</sup> Start of work is the date we are notified by the County that the contract has been signed and approved.

<sup>2</sup> Progress depends upon timely receipt of all information to be supplied by the applicant and County.

<sup>3</sup> assuming no comment received that requires major new analytical work (e.g. a new alternative)

#### IV. PROJECT TEAM -- MANAGEMENT AND STAFFING

The technical staff we propose to assign to the project, and their respective disciplines are listed below, followed by brief descriptions of the responsibilities and relevant background of the key staff of TRA and our subcontractors.

##### Thomas Reid Associates

**Thomas Reid, Principal-in Charge:** Public representation, supervision of technical disciplines (noise, air quality, verify CAD visual simulations).

**Kate Werner, Senior Associate:** Project Manger. Alternate for public representation, project description, conformance with plans and policies, agricultural resources, CEQA Issues, Alternatives.

**Victoria Harris, Senior Associate:** biology.

**Paula Hartman, Associate:** Agricultural resources, aesthetics, alternatives.

**Patrick Kobernus, Associate:** biology aspects of hydrology.

**Eben Polk, Associate:** biology, field assistance air quality, noise.

**Meg Peterson, Associate:** incorporation of geology and hydrology reports.

## Budget

Thomas Reid Associates will prepare the RMC Cement Plant Materials Storage and Blending Facility EIR on a time and material basis for a cost not to exceed \$41,591 through the Draft EIR, and \$56,936 with the Draft and Final EIR, without any contingencies (see list below). The labor allocation between tasks are presented in Table 1. Expenses are presented in Table 2. A Summary of Costs is presented in Table 3. Billings for services will be submitted approximately monthly and will identify hours by labor category and expenses according to the 5 tasks listed in Table 3.

### CONTINGENCIES — FACTORS THAT WOULD TRIGGER AN INCREASE IN EIR COST

#### 1. Meetings and Hearings

The proposed budget includes the attendance at meetings and hearings, as shown in the cost tables. If more meetings or hearings are required, these will be subject to additional compensation, including travel time and expense.

#### 2. Expense Estimates

The expense estimate is based on number of Draft and Final EIR copies requested, and estimated page limits, including technical appendices. All expense estimates are typical estimates; actual expenses are billed at cost, and may exceed or be less than the amounts shown. The upper limits shown here do not apply to expenses and travel cost in excess of those specifically budgeted.

#### 3. Administrative Drafts

The cost estimate also assumes there will be only one round of administrative review prior to publication of the Draft EIR. If more administrative drafts are required due to circumstances beyond the consultants control (e.g. changes in the project design, or new information arising after scope is determined), the cost of additional consultants' time and materials will be subject to negotiation with the County.

#### 4. Project Information or Changes in Project

The budget and schedule both assume a timely response by the Applicant to the EIR data request, and that the applicant can provide all information necessary to adequately describe the project. The following contingencies would be subject to additional compensation and an amendment to the scope of work:

- the County or the Applicant make changes to the project or the site plan once the

EIR process is underway;

- the County or the Applicant or its representatives request consultation with the consultant regarding changes in the project which affect the assessment of its environmental impacts;
- the County requests Consultant to study additional alternative site configurations, or other modifications to the project that constitute major new analysis;
- the County requests the Consultant to work out the details of mitigation proposals for particular impacts, or to assist the County with consultations or negotiations with other agencies (e.g. the U.S. Fish and Wildlife Service, Coastal Commission etc.)

#### 5. **Expanded Biological Analysis on San Vicente and Mill Creeks**

This proposal does not include contracting with a hydrologist or aquatic life biologist to assess possible biological impacts to San Vicente and Mill Creeks, If such analysis becomes necessary, the cost of this work shall be subject to a contract amendment.

#### 6. **Visual Simulations**

TRA will conduct three visual simulations of an altered landscape berm, using the CAD site model developed for the Applicant and submitted to the County. If the CAD model is unavailable or inaccurate, or if more simulations are required, the cost of this work shall be subject to a contract amendment.

Consultant Contract 'co Prepare an EIR  
E X H I B I T B - Budget

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TABLE I- TRA Labor Estimates

	Staff and Billing Rate (\$/hr)									Total Hours
	Reid \$150	Werner \$80	Harris \$100	Hartman \$58	Kobernus \$58	Peterson \$45	Polk \$45	Graphic \$55	support \$36	
<b>Task I- Draft EIR</b>										
Data Request	2	8								10
Administrative Draft EIR										
Summary		12								12
Introduction		4								4
Project Description		38								38
Plans/Policies		32								32
Geology/Soils		2				8				10
Hydrology/Water Quality		2			12	4				18
Vegetation/Wildlife			32					16		48
Agricultural Resources				16						16
Aesthetics				28				18		46
Noise	12						30			42
Air Quality	12						18			30
Alternatives	14	6		18				16		54
CEQA Issues		8								8
Reference		4								4
Client Communications	4	16								20
Quality Control	8									8
Public Draft EIR	4	28		20			8	24	56	140
Draft EIR -Total Hours	56	160	32	82	12	12	56	74	56	540
Draft EIR - Labor Cost	\$8,400	\$12,800	\$3,200	\$4,756	\$696	\$540	\$2,520	\$4,070	\$2,016	\$38,998
<b>Task 2 - Final EIR</b>										
Response to comments	4	48	4				8		16	80
Revise Admin. Final		12								12
Final EIR -Total Hours	4	60	4		0	0	8	0	16	92
Final EIR - Labor Cost	\$600	\$4,800	\$400	\$0	\$0	\$0	\$360	\$0	\$576	\$6,736
<b>Task 3 - MMRP</b>										
Mitigation/Monitoring Plan		-18								18
MMRP Total Cost		\$1,440								\$1,440
<b>Task 4 - Meetings/Hearings</b>										0
Orientation Meeting	8	8	8	8	8		8			48
Meeting to discuss public comment		8								8
Public Hearing on Final EIR	8									8
Meeting/Hearings - Hours	16	16	8	8	8	0	8	0		64
Meeting/Hearings - Cost	\$2,400	\$1,280	\$800	\$464	\$464	\$0	\$360	\$0	\$0	\$5,768
<b>Task 5 - Online Format</b>										
Online Format Hours	1							4	6	11
Online Format Total Cost	150							220	216	\$586
<b>Total Project Hours</b>	77	254	44	90	20	12	72	78	\$2,808	725
<b>TOTAL LABOR COST</b>	\$11,550	\$20,320	\$4,400	\$5,220	\$1,160	\$540	\$3,240	\$4,290		\$53,528

Consultant Contract to Prepare an EIR  
 E X H I B I T B - Budget

**TABLE 2 -- EXPENSES**

Task 1	Draft EIR			
	Mileage (4 trips) (420 mi @ \$.40)	<b>420</b>	<b>\$0.40</b>	\$168
	Phone		<b>\$150</b>	\$150
	Film Processing		<b>\$40.00</b>	\$40
	AutoCAD time (80 hrs @ \$6/hr)	<b>80</b>	<b>\$6.00</b>	\$480
	in-house copies (300 cc @ \$.10/c)	<b>300</b>	\$0.10	\$30
	A. Launer, Ph.D., peer review			\$500
	<i>Printing:</i>			
	3 copies ADEIR @ \$25/copy	<b>3</b>	<b>\$25.00</b>	\$75
	<b>40</b> copies DEIR @ \$25/copy	<b>40</b>	<b>\$25.00</b>	\$1,000
	Postage/Fedex/Delivery			\$150
	<b>Total Expenses-- DRAFT EIR</b>			<b>\$ 2 , 5 9 3</b>
Task 2	Final EIR			
	Phone		<b>\$30</b>	<b>\$30</b>
	In-house copies (200 cc @ \$.10/c)	<b>200</b>	\$0.10	\$20
	<i>Printing:</i>			
	3 copies AD-FEIR @ \$15/copy	<b>3</b>	\$15.00	\$45
	30 copies FEIR @ \$15/copy	<b>30</b>	\$15.00	\$450
	Postage/Fedex/Delivery			\$150
	<b>Total Expenses-- FEIR</b>			<b>\$695</b>
Task 3	Meetings/Hearings			
	Mileage (3 trips) 300 mi @ \$.40/mi)	<b>300</b>	<b>\$0.40</b>	\$120
	<b>Total Expenses -- Meetings</b>			<b>\$120</b>
	<b>TOTAL EXPENSES</b>			<b>\$3,408</b>

Consultant Contract to Prepare an EIR  
E X H I B I T B - Budget

TABLE 3 -- COST SUMMARY

		TRA		
		Labor	Expenses	Totals
Task 1	Draft EIR	\$38,998	\$2,593	\$41,591
Task 2	Final EIR	\$6,736	\$695	\$7,431
Task 3	MMRP	\$1,440		\$1,440
Task 4	Meetings/Hearing	\$5,768	\$120	\$5,888
Task 5	Online Format	\$586		\$586
Total		\$53,528	\$3,408	\$56,936
TRA		05/16100		



Consultant Contract to Prepare an EIR  
E X H I B I T B - Budget

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## SCHEDULE OF FEES THOMAS REID ASSOCIATES – 2000

Unless specified otherwise by prior agreement, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 45 days are subject to interest at 1 1/2% per month.

Thomas Reid Associates Labor (includes all overhead)

### STAFF BILLING RATES

<u>CATEGORY</u>	<u>\$/HR.</u>
Principal	150.00
Senior Associate III	110.00
Senior Associate II	100.00
Senior Associate I	80.00
CAD/GIS	73.00
CAD/Staff	55.00
Associate III	73.00
Associate II	58.00
Associate I	45.00
Support Staff III	58.00
Support Staff II	45.00
Support Staff I	36.00
Staff Assistant/Data Entry	30.00
Field Supervisor	45.00
Field Specialist/Captain	33.00
Field Crew	25.00

### EXPENSES

<u>CATEGORY</u>	<u>BASIS</u>
Commercial travel	cost+5%
Automobile travel	\$0.40/mile
Accommodation/Subsistence	Based on Government Travel Allowance Rates
Photocopy (A and B sizes)	\$0.10/image
AUTOCAD computer cartography/ design system	\$6/connect hr
GIS/UNIX	\$1 S/connect hr
Commercial report reproduction	cost+10%
Subcontractors	cost+10%
other (lab, aerial photos, etc.)	cost+ 10%



**SENTRY INSURANCE A MUTUAL COMPANY**  
**STEVENS POINT, WISCONSIN**  
**(A PARTICIPATING MUTUAL COMPANY)**  
**A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES**

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**CERTIFICATE OF INSURANCE**

**ACCOUNT NUMBER 44-68671**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**Name and Address of Certificate Holder**

**COUNTY OF SANTA CRUZ  
 PLANNING DEPARTMENT  
 701 OCEAN STREET, SUITE 400  
 SANTA CRUZ, CA 95060**

**Name and Address of the Insured**

**THOMAS REID ASSOCIATES  
 (A CORPORATION)  
 P O BOX 880  
 PALO ALTO, CA 94302**

This certificate is issued on 05-17-2000 and is effective until 12-27-2000. It certifies that policies of insurance listed below have been issued to the insured named above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Coverage Provided	Policy Number	All Limits in Thousands	
General Liability	44-68671-01	General Aggregate	\$ 3,000
Bodily Injury and Property Damage Combined	OCCURRENCE	Products Aggregate	\$ 1,000
		Pers/Adv Injury	
		Aggregate, Including Defense Costs	
		Each Occurrence	\$ 1,000
		Fire Damage	\$ 250
		Medical Expense	\$ 10
Umbrella Liability	44-68671-01	Each Occurrence	\$ 1,000
Does Not Include:		General Aggregate	\$ 1,000
-Contractual		Products Aggregate	\$ 1,000
-Pers/Adv Injury			
-Auto			

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named above.

**80-C1035 (SFA)**

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