

Standard Professional Services Agreement (“PSA”)

Revision G – October 2021

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of April 15, 2025 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Rincon Consultants, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and licensed environmental consulting firm, experienced in environmental sciences and land use planning, biological resources, site assessment and remediation, water resources, sustainability services, cultural resources, and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Consultant to manage and prepare an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the proposed Airport Village Senior Housing Project in Sonoma County.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter

into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$385,967.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from “Effective Date” and continue for a period of three (3) years unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all_ reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents

in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Permit Sonoma Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in

regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not

only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Permit Sonoma
Attn: Accounting
2550 Ventura Ave
Santa Rosa, CA 95403

TO: CONSULTANT:

Rincon Consultants, Inc.
180 N Ashwood Ave
Ventura, CA 93003

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete

original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: Rincon Consultants, Inc.

COUNTY: COUNTY OF SONOMA

By: _____
Name: _____
Title: _____
Date: _____

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Director or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

Exhibit A

PEER REVIEW SCOPE

Task 1: County Coordination

Rincon Consultants, Inc. will coordinate with County staff as is necessary to facilitate the preparation of materials and manage the project. Expected duties include:

1. 30 Minute, bi-weekly check-in calls or virtual meetings with Permit Sonoma management and/or Supervisors on project status, issues, progress. Meetings may be waived if updates are not necessary, but waivers must be confirmed by staff.
2. Biweekly meeting notes outlining progress and action items shall be provided to Permit Sonoma. In the case the meeting is waived notes may still be requested by staff.

This scope of work assumes a maximum of 36 hours for bi-weekly meetings and bi-weekly meeting notes, and 26 bi-weekly meeting summaries provided to the County's project manager and Permit Sonoma management.

The meetings and deliverables for this Task are:

- Bi-weekly meetings (phone or virtual)
- Bi-weekly meeting notes

Staffing Approach:

Rincon Consultants, Inc. will coordinate with County staff as is necessary to facilitate the preparation of materials and manage the project. Specifically, this task will include bi-weekly check-in calls or meetings with Permit Sonoma management and/or Supervisors on project status, issues, and progress. Based on the estimated project schedule, Rincon estimates up to approximately 26 meetings will be required. A meeting or meetings may be waived if the County determines it appropriate.

The bi-weekly meetings will be virtual, up to 30 minutes in length, and attended by the Rincon Project Manager, George Dix. Rincon's Principal-in-Charge, Matt Maddox AICP, and other staff may attend some of the meetings on an as-needed basis. Rincon will provide the County with bi-weekly meeting notes that outline progress and action items. The meeting notes will be provided in an email unless the County requests a different format. This scope of work assumes the first of the bi-weekly meetings will serve as the project kick-off meeting.

Task 2: Project Processing

Rincon Consultants Inc. will analyse available resources and technical studies, and prepare additional analysis and materials as needed to complete environmental review of the project. Anticipated deliverables include but are not limited to the following:

1. **Environmental Review:** The PMC shall be responsible for the completion of environmental review on behalf of the lead agency (County of Sonoma). The environmental review is anticipated to result in an Environmental Impact Report (EIR) supported by numerous professional studies.

- a. Preparation responsibilities of Rincon Consultants, Inc. will include drafts provided to county staff of the Notice of Preparation, Notice of Availability, Draft EIR, response to comments and compilation of the Final EIR.

- i. Project Description and Notice of Preparation:

Rincon will prepare a preliminary Project Description after receiving all necessary project information, such as the current conceptual site plan, conceptual renderings, and construction details. The project description will focus on characteristics relevant to the environmental impact analysis (e.g., construction, building size, number of units, number of parking spaces, landscaping, etc.), project objectives, and required permits and discretionary approvals. The project description will include textual, tabular, and up to six graphics as needed to describe the project and form a basis for the environmental analysis. This scope of work, estimated schedule, and cost estimate in this proposal assume that the project will not change following County approval of the project description.

Rincon will prepare a draft Notice of Preparation (NOP). The NOP will include all required details including project description, location, and dates of public review. Rincon will submit a draft NOP in Microsoft Word format for County review. Upon receipt of one round of consolidated comments on the draft NOP, Rincon will prepare a Screencheck PDF copy of the NOP for County review. Rincon will respond to a single set of simple comments on the Screencheck NOP and provide the final version of the NOP to County staff to post on its website and with the Sonoma County Clerk and for distribution to public agencies. Rincon assumes that the County will be responsible for direct mailing of printed copies of the NOP or other noticing such as a newspaper ad, although Rincon will be available to answer questions the County may have about noticing requirements of the NOP. Rincon will be available for filing the NOP with the State Clearinghouse/Office of Planning and Research. As of the time of preparation of this proposal, Rincon has staff approved to file documents with the State Clearinghouse on behalf of the County. However, if these staff members are unavailable at a later date, filing the NOP with the State Clearinghouse will require the County to authorize Rincon to submit documents on its behalf.

Prior to initiation of work for individual subject areas of the EIR, and following the NOP circulation, Rincon will submit an annotated outline of the EIR and a memorandum describing the data sources, methods, and assumptions to be used in the analysis, including software, modelling techniques, significance thresholds, etc. The memorandum will also include a summary of comments received on the NOP. The County will respond with any clarifications, corrections, or direction required.

- ii. Administrative Draft Environmental Impact Report:

Rincon will prepare an Administrative Draft EIR in compliance with CEQA requirements and the requirements of the County. Consistent with CEQA requirements, the EIR will be prepared with a sufficient degree of analysis to

provide decision-makers with information which enables them to make a decision that takes account of environmental consequences. An evaluation of the environmental effects of the project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible. Where possible, Rincon will incorporate information from existing environmental and planning documents that apply to the project area. The Administrative Draft EIR will be submitted to the County in Microsoft Word format, for ease of review. Rincon will address up to two rounds of County comments on the Administrative Draft EIR, including technical studies included as EIR appendices. Rincon assumes that all comments from the County will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in Microsoft Word). If there are multiple reviewers, the County will be responsible for reconciling conflicting comments prior to sending to Rincon.

The Administrative Draft EIR will comprise the following sections:

- Executive Summary. This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
- Introduction and Environmental Setting. The introduction will describe the purpose of the EIR, background of the project, the scope of issues to be addressed, and present the organization of the report. This section will include a discussion of areas where the project was found to have no impacts (such as agricultural resources, mineral resources, and any other section found to have no impact).
- Project Description. The project description will contain the objectives for the project; a summary of goals, policies, programs, and development regulations; and graphical depiction of the proposed project.
- Analysis, Impacts, and Mitigation Measures. Analysis of impacts will include four main components:
 - Setting: description of current conditions with respect to the issue in question, including the existing regulatory environment
 - Impact analysis: discussion of potentially significant effects of the proposed project, typically compared to established “thresholds of significance”
 - Mitigation measures: methods by which significant effects can be reduced or eliminated
 - Level of significance after mitigation: discussion of whether proposed mitigation measures would reduce impacts to below the adopted significance threshold
- Alternatives Analysis. As required by CEQA, the EIR will consider alternatives to the proposed project. These will likely include additional project scenarios that are oriented around addressing identified significant impacts of the proposed project. Up to three alternatives, including the “no project” alternative will be studied. These will be developed in coordination with County staff. The

alternatives analysis may be less detailed than the project analysis but will identify the magnitude of each impact and associated mitigation requirements.

- Other CEQA Sections. The EIR will provide, in addition to the sections discussed above, all other required CEQA sections, including, but not limited to, areas of known controversy, growth inducement effects, and significant unavoidable impacts.

iii. Screencheck Environmental Impact Report:

After addressing up to two rounds of County comments on the Administrative Draft EIR, Rincon will prepare a Screen Check Draft EIR for County review. To maintain momentum in the project schedule and provide cost efficiency, this scope of work assumes County comments on the Screen Check Draft EIR will focus on any new content added in response to the final set of comments on the Administrative Draft EIR, and new comments on previously submitted content will be minimal. The Screen Check Draft EIR will be submitted to the County in PDF format in the way it will appear when circulated as the Draft EIR.

iv. Public Draft Environmental Impact Report:

Once the County approves the Screencheck Draft EIR, Rincon will prepare the Draft EIR for public circulation. Rincon will prepare required noticing forms, including the Notice of Completion (NOC), Notice of Availability (NOA), and State Clearinghouse/State Office of Land Use and Climate Innovation Summary Form for Electronic Document Submittal, for County review. Based on previous experience with the County, Rincon assumes the County will also choose to publish notice of the Draft EIR availability in the local newspaper. Therefore, Rincon will also prepare a legal ad for the County. Rincon will address one round of comments on the forms and legal ad. Rincon will be responsible for submitting documents through the State Clearinghouse/State Office of Land Use and Climate Innovation using their digital CEQA Submit platform. It is assumed that the County will be responsible for filing the NOA with the Sonoma County Clerk's office and publishing the legal ad and sending the NOA to responsible agencies, trustee agencies, and interested organizations, and persons. As required by State law, the Draft EIR will require at least a 45-day public review period. Rincon will provide up to five printed copies of the Public Draft EIR to the County. Rincon will also provide a digital version in Adobe PDF to the County.

v. Final Environmental Impact Report:

Upon closure of the public comment period and receipt of public comments on the Draft EIR, Rincon will prepare draft response to comments and an Administrative Final EIR for review by the County. Given the likely public interest in this project, this scope of work assumes up to 15 comment letters containing comments on the content of the CEQA document will be received. This scope of work assumes up to three lengthy (over five pages) and/or substantive letter will be submitted among the assumed 15 letters. This scope of work assumes the comments can be adequately responded to

in a maximum of 120 professional staff hours. Comment letters that solely express support or opposition to the project for non-environmental reasons would not count against the 15-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. Rincon reserves the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated in this scope of work, Rincon will notify the County immediately and discuss options to amend our scope of work and budget as necessary. Rincon will address a single round of consolidated County comments on the Administrative Final EIR, to be provided in editable format, and then prepare a screencheck version in PDF format for final County review. Upon County review and approval of the screencheck responses to comment, Rincon will submit the Final EIR for hearing. Rincon will also provide the County with up to five printed copies of the Final EIR.

vi. Mitigation Monitoring and Reporting Program:

Concurrent with the Final EIR, Rincon will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be separate from the Final EIR. The MMRP will be provided in the County's standard format. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

b. Development of the EIR may require additional sub consultants and studies.

Management of all necessary sub consultants will be done by Rincon Consultants, Inc. The following additional studies have been identified to complete environmental review, Rincon Consultants, Inc. shall coordinate with the applicant and subconsultants to prepare and revise technical studies.

i. Air Quality/Greenhouse Gas Technical Report

Rincon will prepare an Air Quality/Greenhouse Gas (GHG) Emissions Technical Report for the project. Rincon will prepare the report in accordance with Bay Area Air Quality Management District (BAAQMD) 2022 CEQA Guidelines. The existing air quality conditions in the San Francisco Bay Area Air Basin will be summarized in the report. Both temporary construction effects and long-term regional effects will be quantified using the most current version of California Emissions Estimator Model (CalEEMod) and compared to BAAQMD thresholds. The CalEEMod modeling outputs will be included as an appendix to the report. The potential for the project to result in localized air quality impacts to sensitive receptors and to cause odor impacts to off-site uses will be analyzed. No quantified construction health risk assessment is proposed, as it is assumed that the project construction equipment would include best available control

technology such as US EPA Tier 4 equipment or CARB Level 3 diesel particulate filters. In addition, the project will be reviewed for compliance with the BAAQMD Clean Air Plan. CEQA-compliant mitigation will be identified if the project impact is significant.

The technical report will also evaluate the potential impacts related to the GHG emissions of the project. This analysis will use the significance thresholds established in the Bay Area Air Quality Management District (BAAQMD) 2022 CEQA Guidelines. These thresholds are based on project design and transportation features of the project, and do not require quantification or estimation of the GHG emissions of the project.

Accordingly, Rincon will not model or quantify the project GHG emissions. Instead, Rincon will evaluate site plans and the transportation impact analysis to determine if the project would exceed the BAAQMD significance thresholds.

Though not a CEQA issue, Rincon will qualitatively assess the potential air pollution exposure from the Sonoma County Airport at the project site using published data and studies. No aircraft emissions modeling is proposed for this assessment. This section of the technical report will appear under a separate heading clearly separating it and identifying as not part of the CEQA analysis.

Draft copies of the report will be submitted to the County for review and approval within three weeks of the end of modeling activities. Rincon assumes up to two rounds of consolidated County comments will be necessary to finalize the report. All deliverables will be provided in electronic format (PDF and/or Word).

ii. Biological Resources Assessment

Rincon will prepare a Biological Resources Assessment (BRA) to support the Biological Resources section of the EIR. Rincon will review and evaluate background information to identify biological resources that occur or potentially occur within the project site, including primary literature, resource agency databases, and previous resource studies for the site and vicinity, and other technical reports. Literature and database reviews will include: species lists from the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation online database identifying federally listed, proposed, or candidate species and critical habitat that have potential to occur and/or be affected by the project; the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB); the National Oceanic and Atmospheric Administration (NOAA) ESA Critical Habitat Mapper and Essential Fish Habitat Mapper; the California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants of California for reported occurrences of special-status species that potentially occur within the project site; the USFWS National Wetlands Inventory and U.S. Geological Survey National Hydrography Dataset for previously identified aquatic resources within the project site; and policies protecting locally significant species and resources. Rincon will also review any readily available maps, aerial imagery, and other relevant materials to

characterize baseline conditions and land use at the project site and in the immediate vicinity.

Following the literature and database review, Rincon will perform a reconnaissance-level field survey within the project site including a 100-foot buffer around the site (hereinafter referred to as the biological study area [BSA]). The 100-foot buffer may be reduced depending on the ability to access adjacent private property. During the survey, Rincon will assess the habitat suitability for special-status species, map existing vegetation communities, land cover types, and any sensitive biological resources including protected trees, document any wildlife connectivity/ movement features, and record observations of plant and wildlife species. The survey will also document sensitive vegetation communities. Rincon will photograph the BSA and map substantial findings from the reconnaissance survey. Rincon assumes that the field survey will require one field day to be completed by two field biologists, including travel time, and that there will be no access issues.

The reconnaissance survey for special-status plant and wildlife species will be based on a habitat suitability level only with the intention of advising project design for avoidance of impacts. The field survey does not include any species-specific rare plant or bloom surveys. Definitive surveys for special-status plant and wildlife species requiring specific survey protocols and involving extensive field survey efforts are not included in this scope. Boundaries of potentially jurisdictional waters and wetlands will be generally assessed and mapped, but the survey will not constitute a formal jurisdictional delineation for the purpose of impact analysis and regulatory permitting. Upon completion of the reconnaissance survey, Rincon will recommend any additional species-specific or protocol-level studies, if necessary.

Rincon will present the findings of the literature review and field survey in a BRA report. The BRA report will include a discussion of the environmental setting (including existing vegetation communities, general and sensitive plant and wildlife species habitats, and protected trees) of the project site. The report will also include detailed figures depicting the regional vicinity of the project site, critical habitats known from the vicinity, terrestrial vegetation communities/habitat type mapping, and potentially jurisdictional aquatic resources identified during the reconnaissance survey. Potential project impacts to biological resources will be identified, and measures to avoid, minimize, and/or mitigate those impacts will be described as appropriate. Measures may include agency consultation(s), additional biological surveys including, but not limited to, protocol-level surveys for special-status species, obtaining relevant permits and complying with permit conditions, and proposed mitigation replacement ratios for impacts to protected trees and/or sensitive biological resources. The BRA will not constitute an arborist report.

iii. Cultural Resources Assessment

Rincon will prepare a Cultural Resources Assessment (CRA) to support the Cultural Resources section of the EIR. The CRA will commence with a

California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius at the Northwest Information Center (NWIC) located at Sonoma University. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the project site. The records search will also reveal the nature and extent of any cultural resources work conducted in or near the project site. In addition to the resource records and reports, an examination will be made of historical maps, the National Register of Historic Places, California Register of Historical Resources, the Built Environment Resources Directory, the Archaeological Determinations of Eligibility list and the listing of California Historical Landmarks. Direct expenses associated with the records search are not anticipated to exceed \$1,000. Record search requests at NWIC are typically fulfilled in 4 to 6 weeks.

Rincon will request a search of the Sacred Lands File (SLF) from the Native American Heritage Commission (NAHC). The SLF search will indicate if any known Native American cultural resources are within or near the project site. As part of the results of this search, the NAHC will provide a contact list of tribal individuals and organizations that may have additional information concerning resources in the vicinity. Rincon assumes the SLF search results will be negative, and Rincon staff will not conduct any follow-up correspondence or consultation with NAHC-listed tribes. The NAHC turnaround time for SLF search requests is currently 4 to 6 weeks.

Rincon will conduct a desktop geoarchaeological review to assess the potential for buried archaeological resources to be present in the project site. This will include a review of CHRIS data, ethnographic data, historical, geologic, and soil maps, aerial photographs, and available environmental assessments and/or geotechnical reports. The review will assess whether project-related ground disturbance has the potential to encounter buried archaeological resources during construction based on the project parameters.

After receipt of the NWIC and SLF results, Rincon will survey the project site for cultural resources. The archaeological survey will be conducted by two cultural resources specialists in one 10-hour day (including preparation and driving time to and from the site). The cultural resources survey will be conducted for all accessible portions of the project site with exposed ground surface utilizing transects spaced no more than 10 meters (approximately 32 feet) apart, where feasible. In areas of limited exposed sediment (i.e., paved areas or areas with existing development that obscures sediment), a reconnaissance or opportunistic survey method will be employed focusing only on accessible areas where exposed sediment is present. Rincon assumes that no archaeological resources will be encountered that require recordation or updates. Any archaeological resources including remnants of historic features associated with the previous uses of the project site identified during the survey would require a change order for formal recordation on California Department of Parks and Recreation (DPR) 523 forms. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Rincon will prepare a Cultural Resources Technical Report that will present findings, recommendations, and impact assessments. The report will follow the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format and will provide applicable environmental and cultural contexts for the project site and vicinity, outline the regulatory framework within which impacts to cultural resources will be analyzed, present the methods and results of the CHRIS records search, archival research, and field survey, and include a desktop geoarchaeological review and sensitivity analysis. The report will provide an assessment of the archaeological sensitivity of the project site and the potential to encounter subsurface prehistoric or historic-period archaeological resources during construction. The report findings will include recommendations for additional work or mitigation measures, if any are deemed necessary. The report will be used to inform the CEQA analysis presented in the EIR and will include the development of mitigation measures, as necessary. Draft copies of the report will be submitted to the County for review and approval within three weeks of the end of field activities. Rincon assumes up to two rounds of consolidated County comments will be necessary to finalize the report. All deliverables will be provided in electronic format (PDF and/or Word). A copy of the final report will be filed with the NWIC.

iv. Noise Technical Report

The Noise Technical Report will be conducted in accordance with the County of Sonoma guidelines and noise standards. The analysis will consider both temporary construction and long-term operational noise from the project. The primary noise source in the project area is vehicular traffic on Airport Boulevard. Rincon will conduct a field survey to establish existing ambient noise levels at key locations within the project area and vicinity through up to one long-term (48 hour) and two short-term (15-minute) measurements. Rincon will address construction noise and vibration from implementation of the project based on construction information (proposed equipment types and duration) to be provided by the client. If specific construction information is not available, assumptions can be developed by Rincon for a project of this type and size using the model defaults. The project's contribution to an increase in traffic noise levels will be based on data contained in the project traffic report (see Transportation Impact Analysis, below). Noise from on-site stationary noise sources, such as mechanical equipment and common outdoor use areas will be addressed. Source noise levels for identified equipment will be obtained from equipment specification sheets provided by the client or designated representative. If specific equipment has not been selected, Rincon can assist in the development of a list of typical equipment anticipated to be included in the project based on previous experience.

The Noise Technical Report will also include a section unrelated to CEQA that addresses airport noise on future occupants or residents of the project site. Specifically, Rincon will assess aircraft noise exposure at the project site based on the results of ambient noise monitoring and published noise

contours for the Sonoma County Airport and discuss how these noise levels might affect residents.

Draft copies of the report will be submitted to the County for review and approval within three weeks of the end of field and modeling activities.

Rincon assumes up to two rounds of consolidated County comments will be necessary to finalize the report. All deliverables will be provided in electronic format (PDF and/or Word).

v. Transportation Impact Analysis

The proposed project is located in an unincorporated area of Sonoma County; thus, per the Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA, VMT for the project would typically be analyzed using a threshold of 15 percent below the nine-County Bay Area average for residential component, and a net increase in total VMT for the retail component. This scope of work assumes that the project will be screened from a VMT technical analysis on the basis that: 1) the residential component consists of 100 percent affordable housing and 2) the commercial component qualifies as local-serving retail. Therefore, this scope assumes a limited number of hours for Fehr & Peers to advise and confirm these screening assumptions without further quantitative VMT analysis for the transportation section of the EIR.

Screening for VMT in the EIR transportation section does not alleviate the need for study of VMT in other applicable EIR sections, including air quality, GHG emissions, and energy sections. Therefore, Fehr & Peers will conduct Sonoma County Transportation Authority (SCTA) model runs for the following scenarios:

- SCTA Model Base Year without Project
- SCTA Model Base Year with Project
- SCTA Model Year 2040 without Project
- SCTA Model Year 2040 with Project

Fehr & Peers will coordinate with County staff to determine if the Year 2040 model runs should include the Airport Area Specific Plan or if the runs should include currently-approved zoning for the Airport Area Specific Plan. VMT by speed bin data will be output from the SCTA model runs for Rincon to implement into the analysis of other CEQA topics.

The TIA will assess site access and circulation to ensure the efficient circulation of vehicles, bicycles, and pedestrians (and to the extent applicable, transit) within the project site and on adjacent roadways. As part of the TIA, Fehr & Peers will review and make recommendations relating to:

- Motor vehicle circulation, including site access and interface with the adjacent roadway network
- Driveway operations including review of sight distance requirements and determination of need for a turn pocket
- Pedestrian access and circulation within and adjacent to the site
- Bicycle access and circulation within and adjacent to the site as well as location/type of bicycle parking
- Transit access and circulation adjacent to the site

- Service and emergency vehicle access and circulation
- Truck access and loading/unloading areas (if applicable)

The TIA will recommend modifications to site circulation and access and parking area layout, if necessary. This scope of work includes one round of site plan review. Fehr & Peers will also review the project's consistency with approved plans and policies related to the multimodal circulation system.

The State CEQA Guidelines no longer require an analysis of circulation system operations, such as level-of-service (LOS) in CEQA documents. However, the County typically prefers that TIAs include a non-CEQA circulation system analysis. Accordingly, Fehr & Peers will complete non-CEQA circulation system analysis per the County's Guidelines for Traffic Studies for informational purposes.

The circulation system analysis will focus on seven study intersections:

1. Aviation Boulevard / Skylane Boulevard
2. Airport Boulevard / Skylane Boulevard
3. Airport Boulevard / Brickway Boulevard
4. Airport Boulevard / Regional Parkway
5. Brickway Boulevard / Aviation Boulevard
6. Project Driveway / Brickway Boulevard
7. Project Driveway / Aviation Boulevard (future)

Fehr & Peers will conduct traffic counts at intersection 5 and 6 for the weekday AM (7:00 to 9:00 AM) and weekday PM (4:00 to 6:00 PM) time periods and include counts of vehicles, heavy vehicles, pedestrians and bicyclists. Traffic counts will not be conducted for the other study intersections because Fehr & Peers previously completed counts at these intersections as part of the Sonoma Airport Area Specific Plan project in May 2023.

Fehr & Peers will evaluate the project's trip generation, distribution, and assignment. Fehr & Peers will use the Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition to estimate trip generation. The trip distribution and assignment process will use the geographic distribution of trips generated by the Project based on available data. Trip assignment for the peak hours of study will be completed at the intersection turning movement level.

Peak hour intersection and site driveway operations will be evaluated for the following scenarios using HCM 6th Edition methods:

- Existing Conditions (2024) - Based on existing traffic counts, roadway geometrics and intersection traffic control devices.
- Existing with Project Conditions - Existing Conditions with traffic expected to be generated by the project.
- Cumulative (2040) Conditions - Year 2040 traffic forecasts without the proposed project will be developed for Cumulative Conditions by applying traffic volume growth data derived from the SCTA travel demand model. The growth data will be applied to Existing Conditions volumes to arrive at Year 2040 traffic volumes. Land uses assumed on the parcels adjacent to the project site will be reviewed with the project team, including the updated Sonoma Airport Area

Specific Plan land use, if developed during the analysis of this project.

- Cumulative with Project Conditions - Cumulative forecasts plus traffic expected to be generated by the project.

Recommendations will be designed to enhance mobility for all travel modes, including transit vehicles, without degrading or precluding the provision of planned bicycle, pedestrian, and transit facilities.

Fehr & Peers will document the results of the transportation impact analysis in a Transportation Impact Analysis Report. Fehr & Peers will respond to a single round of consolidated County comments on an administrative draft version of the report. Fehr & Peers will then provide the County with a draft version of the report for final review. The Final Transportation Impact Analysis Report will be included as an appendix to the EIR.

- c. Proposed scope and methodology for each EIR section and study shall be provided for comment and revision by Permit Sonoma prior to their development.

The EIR will address all issue topics listed in Appendix G of the CEQA Guidelines. These issues will include, but not be limited to:

- **Aesthetics**
The aesthetic section will consider such impacts as alteration of public views, changes in visual character, increased light and glare, and shadowing. The analysis will focus on maintaining the existing visual character of the individual communities surrounding the project sites. Given that the project site is in an urbanized area characterized by industrial and office buildings, Rincon proposes a qualitative analysis without the preparation of visual simulations. Instead, the project aesthetics will be described based on site plans and conceptual renderings provided to Rincon either by the County or the project applicant. As part of this section, Rincon will visit the project site and collect photographs of the existing visual setting on and around the project site.
- **Air Quality**
This section will be prepared in accordance with Bay Area Air Quality Management District (BAAQMD) 2022 CEQA Guidelines. This section of the EIR will be informed and populated from the Air Quality/Greenhouse Gas Technical Report that Rincon will prepare for the proposed project as a standalone report. The scope of work for the technical report is described later in this proposal.
- **Biological Resources**
This section of the EIR will evaluate potential impacts of the project on biological resources, including special-status species, riparian habitat and other sensitive natural communities, wetlands and streams, and wildlife migration. This section will also evaluate potential conflicts with tree preservation ordinances. The Biological Resources section of the EIR will be based on a Biological Resources Assessment prepared for the project.

- **Cultural Resources**

The Cultural Resources section of the EIR will evaluate the potential impacts that the project could have on historical resources and archaeological resources. The analysis will focus on the potential for the project to result in adverse changes in the significance of these resources, such as inadvertently destroying an archaeological resource during project construction. This section will also discuss potential impacts related to disturbance of human remains. The Cultural Resources section of the EIR will be based on a Cultural Resources Assessment technical study.

- **Geology and Soils**

This section will discuss the potential for geologic hazards, including fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. This section will rely on existing information, including the County of Sonoma Hazard Mitigation Plan and General Plan Public Safety Element.

Rincon will also present a paleontological resources assessment in the Geology & Soils section of the EIR that summarizes the project's potential to impact geologic units with paleontological sensitivity and any necessary mitigation measures. The assessment will discuss the results of a literature review, provide a discussion of the regional geology and the geologic unit(s) present within the project site, characterize the paleontological sensitivity of the geologic unit(s) present within the project site using the Society of Vertebrate Palaeontology paleontological sensitivity scale, review all available project documentation including geotechnical reports, assess the potential for significant impacts to scientifically important paleontological resources under applicable local and state regulations, and provide management recommendations for avoiding or reducing impacts to paleontological resources from project development as necessary.

- **Greenhouse Gas Emissions**

This section of the EIR will evaluate the potential impacts related to the greenhouse gas (GHG) emissions of the project. This section of the EIR will be informed and populated from the Air Quality/Greenhouse Gas Technical Report that Rincon will prepare for the proposed project as a standalone report. The scope of work for the technical report is described later in this proposal.

- **Hydrology and Water Quality**

The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. The section will rely on locally available information from Sonoma County Water Agency, North Coast Regional Water Quality Control Board, and other local agencies. Analysis will identify if the project site is at risk from flooding and potential impacts to existing drainage patterns and groundwater supply from development projected

under the project. CEQA-compliant mitigation will be identified if the project impact is significant.

- Noise

The Noise section of the EIR will consider both temporary construction and long-term operational noise from the project. This section of the EIR will be informed and populated from the Noise Technical Study that Rincon will prepare for the proposed project as a standalone report. The scope of work for the technical report is described later in this proposal.

- Population and Housing

This section of the EIR will evaluate the potential impacts of the project related to population and housing. Specifically, the EIR will evaluate if the project would induce substantial unplanned population growth in the area, either directly or indirectly. The analysis will use existing data, such as average household sizes published by the California Department of Finance and population projections published by the Association of Bay Area Governments. This section will also address people and housing displacement, although this discussion will be brief given that the site contains no housing or residing population.

- Transportation

Rincon has retained Fehr & Peers to assist with the analysis of project transportation impacts. Fehr & Peers will prepare a transportation impact analysis to inform and the Transportation and Circulation section of the EIR. The transportation impact analysis is described below under Technical Studies. Level of Service analysis will not be included in the EIR. CEQA-compliant mitigation will be identified if the project impact is significant.

- Tribal Cultural Resources

Under AB 52, the County, as the lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of the EIR. As described under Cultural Resources, above, Rincon will assist the County with consultation for AB 52 by requesting a consultation list from the NAHC and providing other support if necessary. County officials will be the lead in all government-to-government communications with tribes, unless Rincon is otherwise directed by the County. All consultation records shall be kept confidential in segregated files. This task includes time for participation by Rincon in two consultation meetings with the County and a consulting tribe, if necessary. Upon completion of AB 52 consultation, Rincon will complete the tribal cultural resources section of the EIR, which will include collection of regional background information on tribal cultural resources that could be affected by the project. The collected information will include a NAHC Sacred Lands File search, reviews of regional ethnographic information, information from relevant past projects, and information provided through government-to-government tribal consultation AB 52.

- **Utilities and Service Systems**
This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will utilize the existing information from the Sonoma County Water Agency, and if applicable, the City of Santa Rosa and Town of Windsor. Rincon will review the pertinent water and sewer planning documents for each Agency, including Master Plans, Urban Water Management Plans and Water Supply Assessments. Water and wastewater service demand from the proposed project will be compared to available water supply and wastewater treatment capacity. This scope of work assumes the project applicant will provide a project-specific water supply assessment pursuant to California Water Code Section 10912. Project demand for solid waste disposal will also be evaluated in comparison to available capacity. CEQA-compliant mitigation will be identified if the project impact is significant.
 - **Wildfire**
This section will discuss potential impacts relating to development in urbanized areas and associated fire risk using information from the California Department of Forestry and Fire Protection and the County of Sonoma Hazard Mitigation Plan and the Public Safety Element of the General Plan to the extent applicable, with consideration of wildfires in the past few years throughout the County. CEQA-compliant mitigation will be identified if the project impact is significant.
- d. Tribal Consultation as needed to complete the EIR and legislative requirements in processing is to be conducted by Permit Sonoma with Rincon Consultants, Inc. present and available for support unless otherwise directed by staff.

2. **Letters and Correspondence:** Rincon Consultants, Inc. will be responsible for letters and correspondence (as directed and in coordination with County staff) related to the development of the EIR, including responses to County staff, public inquiry, correspondence with the project applicant, responsible agencies, District offices, community organizations, and other County departments. This scope of work assumes that Rincon will prepare the letters or correspondence and provide them to the County as needed. The County will be responsible for mailing, emailing, or otherwise delivering the letter and correspondence to the recipients. This scope of work assumes Rincon will be responsible for up to 20 letters or pieces of correspondence. If preparation and handling of more than 20 letters or correspondence is required, Rincon reserves the right to negotiate with the County additional budget for this task.

Task 3: Hearing and Public Meeting Materials

Rincon Consultants, Inc. will attend up to four hearings and/or public meetings. Rincon will develop the hearing and meeting materials utilizing Permit Sonoma templates. Rincon will speak and present at the hearings and meetings as necessary and directed by County staff, such as answering questions from the public, Airport Land Use Commission, Planning Commission and Board of Supervisors. This scope of work assumes the hearings and meetings will occur in person or virtually.

Task 4: Administration

Rincon Consultants, Inc. will use Permit Sonoma templates for all reports and required legal notices. Rincon will be responsible for project management and perform the following administrative functions:

1. Maintain the project schedule and ensure that tasks are completed on time and in accordance with the approved scope of work, for that tasks that are within the control Rincon and its subcontractors.
2. Manage project files electronically in an easy-to-navigate folder on a cloud service acceptable to the County which allows for collaboration such as Microsoft Teams or Google Docs.
3. Attach appropriate public documents and communications to the digital public record file via Permit Sonoma Permits Online.
4. Format and process all final documents and studies to be fully accessible, including the NOP, NOA, Draft EIR, Final EIR, and MMRP.
5. Provide County staff with material for the project website, which is hosted by Permit Sonoma, including but not be limited to a summary, Frequently Asked Questions (FAQ) and project documents.
6. Prepare responses to Public Records Act requests, in coordination with County staff.
7. Producing content, memos, reports, and other communications as needed for environmental review. This may include staff report sections, environmental reports (listed in this Scope of Work), explanatory material for the Permit Sonoma website, and responses to public inquiries (in coordination with County staff)
8. Coordinate, schedule, and lead meetings with applicants, stakeholders, and County staff as needed in the course of environmental review. This scope of work assumes these meetings will consist of the bi-weekly meetings described in Task 1 of this scope of work.

Schedule

Rincon Consultants, Inc. proposes the following optimum schedule for preparation of the EIR, and we commit to maintaining the schedule in the areas which are within Rincon's control. Completion of the EIR, as described in this schedule below, is based upon receipt of necessary project information from the County and/or project applicant, including receipt of conceptual site plans. The schedule presented assumes tasks managed by the County, such as review of the Administrative Draft NOP, Administrative Draft EIR, and Administrative Final EIR, which may be subject to change based on County staff availability. Delays in receiving requested information or input from other parties may result in at least day-for-day delays in the overall schedule.

Task	Duration of Task	Total Time Elapsed
Rincon receives authorization to proceed with this scope of work and requested project details to inform the project description and analysis, including an estimated construction schedule and estimate of import/export volumes for project grading.	--	--
Rincon drafts the Administrative Draft NOP and project description and begins work on environmental review approach memo	2 weeks	2 weeks
County reviews Administrative Draft NOP	2 weeks	4 weeks
Rincon prepares Screencheck Draft NOP in response to County review and comments and initiates preparation of Administrative Draft EIR	1 week	5 weeks
County reviews Screencheck Draft NOP and approves environmental review approach memo	2 weeks	7 weeks
Rincon provides County with NOP for public circulation	1 week	8 weeks
NOP circulation period	30 days (approx. 4 weeks)	12 weeks
Rincon provides the Administrative Draft EIR, including supporting technical studies, to the County for review (assumes that no new issues requiring detailed analysis arise from the NOP process)	8 weeks (after end of the NOP circulation period)	20 weeks
County reviews the Administrative Draft EIR and technical studies	4 weeks	24 weeks
Rincon prepares second-round Administrative Draft EIR, including technical studies (assumes only relatively minor comments from County not requiring new analysis)	3 weeks	27 weeks
County reviews the second-round Administrative Draft EIR, including technical studies	3 weeks	30 weeks
Rincon prepares the Screencheck Draft EIR, including technical studies	2 weeks	32 weeks
County reviews the Screencheck Draft EIR, including technical studies	2 weeks	34 weeks
Rincon provides the County with the Draft EIR and noticing forms for circulation	2 weeks	36 weeks
Draft EIR public circulation period	45 days (approx. 7 weeks)	43 weeks
Rincon prepares Administrative Draft Final EIR	3 weeks	46 weeks
County reviews the Administrative Draft Final EIR	4 weeks	50 weeks
Rincon prepares the Screencheck Final EIR	2 weeks	52 weeks
County reviews the Screencheck Final EIR	2 weeks	54 weeks
Rincon provides the County with the Final EIR and MMRP	1 week	55 weeks
Rincon attends hearings	As scheduled	As scheduled

Exhibit B

COST ESTIMATE

The anticipated total cost for the Task 1, Task 2, Task 3 and Task 4 services described above is estimated to be **\$385,967**, based upon time and materials. Expenses will be billed at cost plus ten percent for administrative costs. Invoicing will occur monthly based on time and materials. Payments are due and payable upon receipt of invoice to Rincon Consultants, Inc. 4825 J Street, Suite 200, Sacramento, California 95819. As the project progresses, if there is a change in scope or additional time and efforts are needed, an amendment to the budget will be requested before proceeding. A summary budget is provided below.

Task	Cost
TASK 1. County Coordination	\$9,578
TASK 2. Project Processing	
<i>A. Technical Studies Preparation</i>	\$129,232
<i>B. Notice of Preparation and Project Description</i>	\$7,080
<i>C. Administrative Draft Environmental Impact Report</i>	\$133,562
<i>D. Screencheck Draft Environmental Impact Report</i>	\$8,059
<i>E. Public Draft Environmental Impact Report</i>	\$5,100
<i>F. Final Environmental Impact Report</i>	\$27,880
<i>G. Mitigation Monitoring and Reporting Program</i>	\$1,818
<i>H. Letters and Correspondence</i>	\$5,328
TASK 3. Hearing and Public Meeting Materials	\$10,584
TASK 4. Administration	\$43,110
<i>Labor Cost Subtotal</i>	\$381,331
EXPENSES	
<i>Direct costs/administrative, Mileage</i>	\$4,636
<i>Expenses Subtotal</i>	\$4,636
<i>TOTAL (labor + expenses)</i>	\$385,967

Exhibit C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:

- i.** Certificate of Insurance.

3. Automobile Liability Insurance

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance:** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a.** Minimum Limit: \$1,000,000 per claim or per occurrence.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance:** Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a.** The Certificate of Insurance must include the following reference: **24-25-016 Rincon Consultants**.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its officers, agents, and employees
Attn: Permit Sonoma
2550 Ventura Ave
Santa Rosa, CA 95403.
- c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.