

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE October 15, 2013

CEO Concurs with Recommendation YES NO (Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Agreement for Professional Services with AECOM Technical Services, Inc. for Land Use, Engineering, and Environmental Consultant Services for the Crows Landing Development Project

STAFF RECOMMENDATIONS:

- 1. Approve an Agreement for Professional Services with AECOM Technical Services, Inc. for land use, engineering, and environmental consultant services for the Crows Landing development project.
2. Authorize the County Purchasing Agent to sign the Agreement and any amendments to the Agreement.

FISCAL IMPACT:

The total amount of the proposed agreement with AECOM Technical Services, Inc. is \$614,347. Funding to support this agreement is included in the Crows Landing budget. On June 11, 2013 the Board approved a transfer of \$685,000 from the suspended Economic Development Bank budget to the Crows Landing budget for the cost of technical studies and California Environmental Quality Act (CEQA) compliance.

(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-499

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Handwritten signature of Christine Ferraro

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (continued):

Upon completion of the project described in this agreement, staff will develop a CEQA reimbursement fee strategy, whereby future developers will be required to reimburse funds expended for this initial land use, engineering, and environmental analysis.

DISCUSSION:

The 1,531-acre former Crows Landing Naval Air Facility is located in an unincorporated portion of western Stanislaus County, approximately 1 mile from Interstate 5. The former airfield is bound by Marshall Road to the north, Fink Road to the south, Bell Road to the east, and Davis Road to the west. The site includes two decommissioned runways and associated pavement, and an air traffic control tower (ATCT), but most structures that supported former military operations have been demolished. A segment of the Delta Mendota Canal and segment of Little Salado Creek traverse the site.

In June 1999, NASA proposed to divest the Crows Landing Flight Facility property. On October 27, 1999, Congress passed Public Law (P.L.) 106-82, which directed NASA "to convey to Stanislaus County all right, title, and interest of the United States in and to Crows Landing." To facilitate property conveyance, NASA completed an Environmental Baseline Survey (EBS), which proposed to transfer the 1,531-acre property to the County in two or more phases upon the completion of environmental cleanup and remediation efforts.

In 2004, the County Board of Supervisors accepted conveyance of the former Crows Landing Air Facility, and NASA transferred ownership of 1,355 acres to the County. Of the remaining 176 acres associated with the former military facility, six parcels totaling 94.7 acres have undergone soil and groundwater remediation and were determined to be clean to industrial standards. Remediation of one 81.3-acre parcel is ongoing.

The primary goal associated with the County's acquisition of the Crows Landing project area has been to create an opportunity to produce a locally based job center that will allow County residents and those living nearby to earn sustainable wages without commuting to the Bay Area or other distant job centers. Specifically, the former Crows Landing Air Facility is envisioned to be an industrial business park that combines the assets of a public use, general aviation airport, and proximity to Interstate 5. The combination of available land, nearby transportation infrastructure, and regional connections to the San Francisco Bay Area presents an opportunity for investment and creativity that has the potential to provide a new and important regional employment center in central California.

On June 11, 2013, the Board authorized the General Services Agency Purchasing Division (GSA) to conduct a request for proposal for land use, engineering, and environmental consultant services for the Crows Landing project. GSA posted the Request for Proposal (RFP) #13-18 MP Preliminary Land Use Entitlement and CEQA Compliance for 1,531

acres at the Former Crows Landing Air Facility on June 12, 2013. The RFP described proposed land uses supporting the County's vision of developing the property into an industrial/business park that includes aviation-compatible uses. Additionally, the RFP identified the following tasks that the selected contractor would be responsible for:

- Perform technical studies, including Infrastructure and Facilities Master Plan and Transportation Infrastructure Master Plan;
- Performing background studies to support the CEQA document including, but not limited to: agriculture, biological resources, cultural and historic resources, traffic and circulation analysis, hazardous waste/site characterization, infrastructure, and public facilities;
- Completing/refining the Project Description for use in the CEQA review;
- Preparing and circulating a Notice of Intent to Prepare an Environmental Impact Report (EIR) and subsequent public scoping efforts in coordination with County staff;
- Preparing a Draft EIR document for circulation;
- Public outreach and facilitation of public meetings in cooperation with County staff, and responding to comments received by the public;
- Preparing a Final EIR document and findings for certification; and
- Preparing all CEQA notices.

The RFP was sent to 1,034 vendors, through electronic notification and/or invitation, and 26 vendors downloaded the RFP. On July 9, 2013 a mandatory pre-conference was held and 14 vendors were in attendance. The RFP closed on August 6, 2013 and GSA received complete responses from 4 vendors, listed below.

- AECOM Technical Services, Inc., Sacramento, California;
- Ascent Environmental, Inc., Sacramento, California;
- Dudek, Sacramento, California; and
- ICF Jones & Stokes, Inc., Sacramento, California.

Each of the 4 proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. All 4 proposers were passed on to Phase II of the evaluation process, which was conducted by the Evaluation Committee.

The Evaluation Committee consisted of individuals with direct experience and working knowledge of land use, engineering, environmental analysis and CEQA compliance. The team included participants from the Department of Environmental Resources, Public Works, Planning & Community Development, Chief Executive Office, and an outside panel member from the City of Patterson. The Evaluation Committee completed Phases II and III of the evaluation process.

Phase II consisted of a review and evaluation of each proposer's Qualification Proposal and Proposed Budget by the Evaluation Committee. Only those proposers receiving 120 of the 150 available points passed on to Phase III. Two proposers were disqualified during this phase, and GSA sent written notices of non-award to each on August 21, 2013. No letters of protest were received during the five-day protest period of the RFP process.

Interviews and oral presentations were conducted in Phase III of the evaluation process, with a total of 100 points available. The Evaluation Committee interviewed the two remaining proposers. As with the Phase II scores, the scores of each member of the Evaluation Committee were averaged to determine the actual Phase III score for each finalist.

Upon completion of Phase III, the Phase II and Phase III scores for each finalist were totaled to give a final score for each. The award of the contract was made to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered. The Committee made this determination by adding the scores from Phases II and III for each proposer. The final scores for all proposers are as follows:

Evaluation Phase	Total Points Available	AECOM	ASCENT	DUDEK	ICF JONES & STOKES
Phase I	Pass/Fail	Pass	Pass	Pass	Pass
*Phase II	*150	140.4	134.7	*112.5	*118.4
Phase III	100	92.6	74.0	n/a	n/a
Total Points	250	233.0	208.7	n/a	n/a

****Min. score of 120 required to pass Phase II and proceed to Phase III***

As shown above, AECOM Technical Services, Inc. (AECOM) received the highest score of 233.0. On August 22, 2013 GSA issued a Notice of Intended Award to AECOM and a Notice of Non-Award to the other proposer. No letters of protest were received during the five-day protest period of the RFP process.

Under the proposed agreement, AECOM will identify potential industrial use, business use, and other aviation-compatible land uses to optimize on-site job creation opportunities. The well-defined scope of work includes ample time for AECOM and its team to meet with County staff, neighboring cities and the business community to develop best use strategies for the long term. AECOM will develop up to three land use concepts, each in keeping with the County's overall vision using general land use designations. AECOM will partner closely with County staff to identify the most appropriate land use concept based on information from master plans describing transportation and infrastructure needs. The most appropriate land use configuration/ concept will serve as the basis for project description under CEQA.

The proposed project will require a coordinated strategy and approach to identify all applicable regulatory issues and the appropriate agencies and processes; evaluate sensitive resources; identify needed permits; and develop a timeline that meets the needs of the County and the project. This strategy plan will be an invaluable resource to assist the County in identifying a feasible permitting strategy that can be implemented in a cost effective and timely manner.

AECOM has worked on numerous projects from inception to construction, including design, environmental clearance, permitting, and mitigation monitoring. AECOM has a clear understanding of how to integrate the appropriate mitigation into projects that are flexible and buildable. This will avoid burdening future developers with mitigation that is impossible and costly to implement.

If approved, the agreement will culminate in the certification of an Environmental Impact Report; Board approval of a General Plan Amendment and Rezone; approval of an Airport Layout Plan; and approval of an Airport Land Use Compatibility Plan. The effective date of the proposed agreement is October 15, 2013 with an expiration date of July 31, 2015.

POLICY ISSUE:

The development of the Crows Landing property supports the Board's priority of providing A Strong Local Economy through business park development and job creation objectives for the community.

STAFFING IMPACT:

County CEO staff has assembled an internal working group of departments which includes Planning and Community Development, Public Works, Department of Environmental Resources, and County Counsel to partner with AECOM and oversee this development process. Additionally, an Ad Hoc Review Committee was established in June consisting of Supervisors Monteith and DeMartini, and County staff, which will meet quarterly to review progress and generally oversee this phase of the planning process.

CONTACT PERSON:

Keith Boggs, Assistant Executive Officer

Telephone: (209) 652-1514

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and AECOM Technical Services, Inc., a California corporation ("Consultant"), as of October 15, 2013 (the "Agreement").

Introduction

WHEREAS, the County has a need for environmental consulting services involving the preliminary land use entitlement and California Environmental Quality Act (CEQA) compliance process relating to the development of the former Crows Landing Air Facility; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of

performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake

self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95355

To Consultant: AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

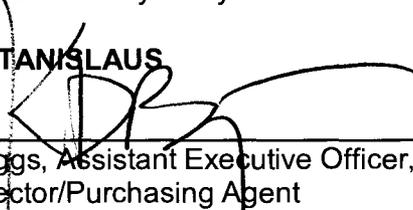
21. Governing Law and Venue

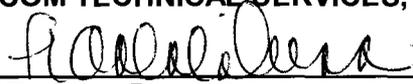
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

AECOM TECHNICAL SERVICES, INC.

By: 
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By: 
Francine Dunn, Principal

"Consultant"

Approved: BOS Resolution # 2013-499

"County"

APPROVED AS TO FORM:

By: 
John P. Doering, County Counsel

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EXHIBIT A

A. SCOPE OF WORK

The Consultant shall provide services under this Agreement as follows:

Task 1: Meetings and Team Communications

Meetings

Consultant shall provide up to ten public meetings (Public Meetings) at the County offices or as otherwise designated by County. Each such meeting shall be attended by the Consultant's Project Director, Project Manager, Deputy Project Manager, and two additional Task Leaders. Consultant anticipates that some Public Meetings will include the City of Patterson regarding potential public utilities service including a potential conjunctive use arrangement. Consultant recommends very close coordination with the City of Patterson, and will assist the County in that coordination. The Public Meetings shall include but not be limited to the following:

- (2) Stakeholder "fingerprint" meetings (attendees to be determined in consultation with Consultant staff and invited by the County).
- (2) Community (pre-scoping) meetings replacing the Draft EIR 45-day public hearing.
- (1) Notice of Preparation/Scoping meeting.
- (1) EIR certification – BOS meeting.
- (1) ALUC meeting.
- (1) Planning Commission Meeting.
- (1) BOS Meeting

The Consultant's team shall attend all Planning Commission, Airport Land Use Commission, and Board of Supervisors meetings. The location of all meetings is to be determined in coordination with County staff. Attendees from the Consultant's team will include the Project Director, Project Manager, the Deputy Project Manager, and, during the planning phase of the project, the Task Leaders for both the Infrastructure and Facilities Master Plan and Transportation Infrastructure Master Plan.

In addition to the Public Meetings referenced above, regular progress meetings and updates (Progress Updates) among County staff and team members are critical to project success. Twice monthly, Consultant's Project Manager will submit progress reports and, if deemed necessary, facilitate progress meetings/teleconferences with County staff to ensure ongoing communication with the County. The Consultant's team will develop several project management tools to facilitate team and client communication and document progress including but not limited to Web Ex meetings, email communications, teleconference calls, and/or SharePoint sites to reduce costs associated with travel. The parties shall ensure that all appropriate members of their respective teams are present at each scheduled Progress Meeting.

Consultant is expected to set up a standard agenda, meetings dates, and times; and to generate meeting summary notes, memorializing decisions reached and assigned follow-up responsibilities. Topics to be discussed at each meeting will include:

- Project schedule status;
- Budget status;
- Draft deliverables (content and schedule); and
- Project-related activities and issues.

With respect to draft deliverables, Consultant shall provide the County with copies on work products (i.e., deliverables) in increments, as they become available rather than upon project completion.

Specifically, Consultant shall provide County with a copy of each draft section or chapter for review and comment upon completion of such draft section or chapter.

Team Communications

County shall serve as the media liason for this Project. Specifically, all requests from the media for comment and/or information shall be forwarded to Keith Boggs, Stanislaus County Assistant Executive Officer, GSA Director/Purchasing Agent by phone at 209/652-1514 or by email at BoggsK@stancounty.com.

Task 2: Project Planning

Task 2A: Land Use Planning

The Land Use Planning Component of the Project includes the development and selection of an appropriate land use concept/configuration; the development of a site specific Planned Development designation; and the development of design guidance and zoning regulations to govern subsequent on-site development projects.

Land Use Concept

The Consultant's team will assist the County by developing a flexible land use concept for the planned development area associated with the former Crows Landing Air Facility. Consultant shall develop up to three land use concepts that are reflective of the County's overall vision using general land use designations. The three land use concepts will be similar in that they will include approximately the same acreage for each previously proposed land use, but the location of each proposed use will vary. Consultant shall partner closely with County staff to identify the most appropriate land use configuration concept based on the outcome of subsequent master plans describing transportation and infrastructure needs.

Consultant acknowledges that the County has already envisioned a suite of five general land uses that are appropriate for site reuse and the locations for some of these uses within the 1,531-acre site are "fixed by function":

- **GA Airport (372 acres).** As illustrated in the Draft Airport Layout Plan (ALP), the location and acreage of the proposed General Aviation (GA) airport is fixed in size and location (reuse of existing runway).
- **Public Facilities (Approximately 55 acres).** Although the nature and extent of the public facilities are not yet defined, the assumption can be made that public facilities will be placed adjacent to the GA Airport to facilitate public safety uses.
- **Delta-Mendota Canal (Up to 55 acres).** The location and dimension of the Delta-Mendota Canal and setbacks established by the U.S. Bureau of Reclamation are fixed by size and location.

In collaboration with the County, Consultant shall identify the best size and location for potential industrial, business park, and other aviation-compatible land uses to optimize on-site job creation opportunities and develop three scenarios that show various locations and acreages for each of these general uses. Using the densities and intensities of these uses as described in the Airport Land Use Compatibility Plan (ALUCP), the results of the Transportation Infrastructure Master Plan, and the recommendations set forth in the Infrastructure and Facilities Master Plan, Consultant shall identify the most suitable size(s) and location(s) for these uses within the former airfield boundaries. The most appropriate land use configuration/concept will serve as basis of the project description under CEQA.

Planned Development Designation, Design Guidance, and Zoning Regulations

The Draft ALUCP provides insights and guidance on the types of land uses that are compatible with on-site aviation, and provides guidance regarding necessary setbacks, development densities and

intensities of uses. It also offers developers with clear direction for subsequent planning and design. Working with County staff, Consultant shall prepare a site-specific Planned Development (PD) designation and associated Design Guidance to identify such as:

- structure heights and setbacks that are compatible with aircraft operation;
- floor-to-area ratios,
- lot coverage;
- signage;
- parking requirements and methods of calculation;
- landscaping requirements and species selection (to prevent inadvertent wildlife hazards to aviation);
- design criteria; and
- procedures for evaluating specific land use proposals in the future so that they concur with aviation and ALUCP policies.

Some specific types of land uses associated with the PD will be recommended, but the list will not be all inclusive. The goal of the PD definition is to promote flexibility so that subsequent developers can propose uses that are consistent with safe aircraft operation and available infrastructure, and maximize job creation so that subsequent development proposals can be evaluated easily and consistently.

The design guidance and PD criteria will be developed to serve as general plan policies and the basis of a zoning code amendment following EIR certification and project approval.

Deliverables (All Deliverables shall be provided to the County upon completion of a section). The County expects to receive completed chapters and/or sections as opposed to a completed document).

Three Preliminary Planned Development land use concepts/configurations;

- One refined land use concept/configuration that best reflects the result of subsequent project studies and the traffic and infrastructure master plans;
- Planned Development designation;
- Site development criteria;
- Proposed language for site-specific zoning codes; and
- Development Plan, as required by Planned Development Zoning Ordinance Chapter 21.40, incorporating design guidance, infrastructure, permitted uses, and development standards consistent with the chosen land use proposal and master plans. The development plan shall distinguish between the program versus project level phases of the project with appropriate development standards for implementation of future specific plans to get to the next project level environmental phase.

Task 2B: Infrastructure and Facilities Master Plan

The Infrastructure and Facilities Master Plan will identify the nature and extent of infrastructure and facilities necessary to serve the project site based on the land uses determined to be appropriate for development based on the ALUCP and the County's vision for the site. The Facilities Master Plan preparation shall include a breakdown of infrastructure by utility [storm drainage master plan, sanitary sewer master plan, water master plan, dry utilities master plan, and public service/facilities (i.e., fire and public safety) master plan]. The service boundary areas and build-out assumptions shall be consistent with land use plan and environmental assessment. To the greatest extent possible, master plans should identify and analyze project capacity needs and design at 5 year, 10 year and at build-out intervals. Planned infrastructure projects should be able to tier off of the EIR to the greatest extent possible.

The Facilities Master Plan will address project water demands, project sewer generation rates, drainage and floodplains, and dry utilities. The Facilities Master Plan will also address potential water supply options. The plan will consider the land use categories that are compatible as set forth in the ALUCP and other previously developed data associated with the project site and will be sufficiently detailed to support the project- and program-level CEQA analysis. Facilities Master Plan details shall be incorporated into the Land Use Plan and environmental assessment to the greatest extent feasible.

Water Supply (Potable and Non-Potable)

Using aerial topographic base map and the proposed land use concepts, the Consultant's team shall identify the locations of the existing water facilities in the area and calculate the proposed project's potable and non-potable water use demands based on land use planning values. Consultant shall analyze stand-alone water source, distribution, and treatment facilities options as well as alternatives that have been identified as potential regional infrastructure solutions for water service to satisfy the opening, interim, and ultimate stages of project development. In coordination with the County, Consultant shall seek to develop a water supply budget based on the proposed Land Use Plan, which will be the basis for preparation of a preliminary potable (drinking water) and non-potable (irrigation and fire suppression) water master plan. Groundwater and surface water sources will be considered. The analysis will include demand calculations, distribution system layout, hydraulic analysis, supply source options, review of reclaimed water alternatives, and points of connection to new or existing system(s) identified as alternatives. The water supply discussion in the Infrastructure and Facilities Master Plan will include all pertinent components of the Senate Bill 610 study required for CEQA compliance.

Sanitary Sewer

Using aerial topographic base map and the proposed land use concepts, the Consultant's team shall identify existing sewer facilities in the area and calculate peak sewer effluent flow rates and volumes. Consultant shall analyze sanitary sewer conveyance and stand-alone treatment facility options as well as alternatives that have been identified as potential regional infrastructure solutions to satisfy both the interim and ultimate stages of project development. Consultant shall use its previous site-related work and knowledge of the site terrain to identify an optimal route for the project's sanitary sewer trunk lines. The proposed route will consider the proposed land use configurations, anticipated phasing, and connection points to existing and/or new treatment system facilities. Consultant's analysis will determine pumping capacities, locations, and allowable discharge rates to existing system(s) and will lead to the preparation of a preliminary sewer master plan with calculations, collection and conveyance systems, and points of connection to exiting system(s). The team will also coordinate with the neighboring communities to ensure a cohesive approach to infrastructure planning and design. Consultant's analysis will include:

- **Evaluation of the on-site waste water disposal system.** Describe the approach of the sewer system modeling analysis and treatment possibilities.
- **Evaluation of projected flow rates.** Compute the projected sewer flow generated by the project, based on the projected land uses.
- **Waste water contingency plan.** Determine if a city sewer connection will be available in the future, such as the City of Patterson's sewer system. (A backbone sewer system layout mapping/software would be useful). If a public sewer system is not envisioned, distinguish when and whether an on-site or package treatment system would likely be proposed.

Storm Drainage

Using the previously prepared aerial topography base map that encompasses the site and both the upstream and downstream watershed areas surrounding the project site, Consultant shall perform a watershed analysis with runoff calculations for the project site and upstream tributary areas. Consultant shall identify flood plain limits and volumes of storage for offset-compensation, as required. Using the identified flood plain limits and previous preliminary site mass grading,

Consultant shall identify potential flood plain mitigation alternatives and any needed Federal Emergency Management Agency Conditional Letter of Map Revision/Letter of Map Revision processing if necessary. Analysis will identify alternatives for collection, detention/retention, treatment, pumping, and discharge. Analysis will also address Stanislaus County Public Works, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and other agencies' permitting requirements for the implementation of the storm drainage plan. Consultant understands flooding frequently occurs on and adjacent to the northwest portion of the site near the intersection of Davis and Marshall Roads, and shall address that in its study.

Consultant shall evaluate storm drainage pumping capacities. Consultant shall prepare preliminary hydraulic calculations to determine the required pipe sizes and storage volumes, locations, and allowable discharge rates to existing natural features. The results of these analyses will be presented in the Infrastructure and Facilities Master Plan.

Dry Utilities

The Consultant's team will develop a preliminary dry utilities master plan as part of the Infrastructure and Facilities Master Plan. Existing dry utilities services in the vicinity of former Crows Landing Air Facility and the utility demands associated with the Planned Development land use concepts will be evaluated.

Deliverables (All Deliverables shall be provided to the County upon completion of a section. The County expects to receive completed chapters and/or sections as opposed to a completed document).

- Administrative Draft Infrastructure and Facilities Master Plan in MS Word and PDF format;
- Revised Administrative-Draft Infrastructure and Facilities Master Plan in MS Word and PDF format; and
- Final Infrastructure and Facilities Master Plan in MS Word and camera-ready PDF format.

The Infrastructure and Facilities Master Plan deliverables shall include the following items:

- Projected water, sewer and drainage demands;
- Technical memorandum with a description of the approach and results of the dual water system modeling, analysis and supply factors;
- Technical memorandum with a description of the approach and results of the sewer system modeling, analysis and treatment possibilities;
- Technical memorandum with a description of the approach and results of the hydrologic and hydraulic modeling for storm water and drainage;
- Technical memorandum summarizing the findings and recommendations of the dry utility investigation;
- Planning level cost estimates;
- Electronic copies of all computer modeling results utilizing an industry standard modeling software suite (e.g. Bentley) and system layout maps in AutoCAD format; and
- Consultant shall consider water balance in the water supply analysis when developing the water master plan.

Additionally, the Consultant's team will conduct up to 40 hours of outreach to nearby water and sewer purveyors to determine availability and cost of water and sewer service. Such partnership opportunities shall include but not be limited to the City of Modesto which has tertiary treated water available nearby and the City of Patterson which is approximately two (2) miles north of the Airfield.

The Infrastructure and Facilities Master Plan will be delivered as a "stand alone" document or as an Appendix to the CEQA document, as determined appropriate in consultation with the County.

Task 2C: Transportation Analysis and Transportation Infrastructure Master Plan

The transportation analysis and resultant Transportation Infrastructure Master Plan shall identify the necessary transportation needs and facilities that will be necessary to support the proposed project. The Transportation Infrastructure Master Plan will consider the general land use categories that are associated with the Planned Development designation and other previously developed data associated with the project site will be sufficiently detailed to support for project- and program-level CEQA analysis. The following paragraphs describe specific components of the transportation analysis and the Transportation Infrastructure Master Plan.

Identify Study Scenarios

The Consultant's team shall use the land uses presented in the land use concepts to perform a transportation analysis and prepare a Transportation Infrastructure Master Plan. The following study scenarios are suggested, but will be confirmed with the County.

- Existing Conditions;
- Existing Conditions + Site Buildout;
- 2035 No Crows Landing Development (In this scenario, the approved and pending City of Patterson land use proposals not included in the approved Patterson General Plan will be included. These unapproved land uses shall be verified with County's Planning and Public Works, and the City of Patterson prior to development of the model.); and
- 2035 with Crows Landing Build Out.

Prepare Traffic Model

The Consultant's team will use the 2035 Stanislaus Council of Governments (StanCOG) a.m. and p.m. peak-hour traffic forecasting model as the base mode for its analysis. Consultant's team shall insert the Traffic Analysis Zones (TAZs) from the City of Patterson General Plan model into the newer StanCOG model to preserve the characteristics (e.g., network, land use, TAZs) from the adopted Patterson General Plan. TAZs and networks within the proposed project will be added to the model to ensure adequate analysis within the project study area. The model will be used to analyze intersections in Patterson and near the Crows Landing site and to analyze peak-hour directional volumes at more distant locale from the project site.

Establish Study Intersections

Based on the 2011 and 2012 input from the City of Patterson, the County, and data obtained from a previous development proposal at the Crows Landing project site, the Consultant's team estimates that the analysis of approximately 30 study intersections will be required, which will be confirmed with the County.

New a.m. and p.m. peak-hour turning counts will be made at all intersections. In addition to study intersections, existing traffic counts and truck percentages will be determined on key roadway links, including on state routes, county roads, and city streets. These counts will be based in part on published Caltrans data and records of Stanislaus County and other agencies. If necessary, additional 24-hour roadway link volumes will be obtained from new counts compiled by data collection firms.

Establish Project Trip Generation

Using the Institute of Transportation Engineer's Trip Generation, 9th Edition and other sources, the trip generation for Crows Landing will be estimated. The trip generation estimates will be based on the general land uses proposed and variables such as acres, building square footage, or anticipated numbers of employees. Intermediate factors, such as floor-area-ratios and employee densities, will also be used. The number of vehicle trips generated per day will be estimated, as well as the number of trips during the a.m. and p.m. peak hours. The results will be submitted the County for review and approval.

Establish Trip Distribution

The Crows Landing model will be loaded with the Crows Landing land use and trips. The model will be used to establish the basic distribution of project trips. The project model will be used to directly generate peak-hour turning movements at study intersections. At other more distant locations in Stanislaus County, corridor volumes will be aggregated so that project trips can be assigned to key corridors, which subsequently will be evaluated for impacts and any required mitigation measures. Distribution of project trips will be evaluated and submitted to the County for approval.

Analysis

Standards of significance based on roadway levels of service (LOS) will be established based on agency requirements. The agencies of concern will be Stanislaus County, Caltrans, and the cities of Patterson, Newman, Turlock, Modesto, and, possibly, Ceres. Peak-hour LOS calculations will be prepared for each intersection for each scenario. Freeway, state route, and other roadway-segment analyses will be based on peak-hour directional link capacities based on the established LOS standards for each agency. Where mitigation measures are required, a fair-share will be determined for the Crows Landing Planned Development area based on its proportion of growth traffic. The fair share of traffic impacts will be calculated on all impacted segments and intersections, at no additional cost, regardless if there is currently a project or if they trigger a drop in Level of Service. All required improvements that are not fully and directly mitigated with this project will need to be prioritized for future improvement. In addition to intersection and segment analysis, the following issues will be addressed:

- **Interchange Analysis.** Interstate 5 interchanges at Fink Road and Sperry Road will be evaluated. It is assumed a major upgrade will be required for Fink Road. The analysis will include conceptual improvements needed and what levels of traffic increases will trigger each improvement. Consultant's team, will address the proposed Zacharias interchange at a conceptual level.
- **Truck Routes.** Existing and Crows Landing-related future truck traffic will be evaluated within the project study area. The analysis will address appropriate routes for trucks, including those classified as Surface Transportation Assistance Act trucks, along with if and how project-related trucks can be regulated to use specific routes.

Transportation Infrastructure Master Plan

The Consultant's team will prepare a two-part Transportation Infrastructure Master Plan that includes an analytical report and a Master Transportation Infrastructure Plan based on the analytical report.

Based on the County's direction, Consultant shall prepare a report either in the format of the Transportation/Traffic section EIR analysis or as a standalone report that will be appended to the EIR (see Task 4). The report will include a cumulative traffic analysis and evaluation of project alternatives.

The Transportation Infrastructure Master Plan will develop plan lines and an exhibit as part of the internal circulation of the site needed to serve traffic within the Crows Landing Planned Development area as well as the existing roadway network in the County and in the City of Patterson that will likely provide access to the future development. The internal roadway network lines will be reviewed and approved by Public Works. As a part of the EIR transportation analysis described above, the roads that will be impacted by the project, along with appropriate improvement (mitigation) measures will be clearly identified.

Response to Comments

The Consultant's team will respond to comments on an Administrative Draft Transportation Infrastructure Master Plan, and prepare a Draft Transportation Infrastructure Master Plan as part of

the proposed project that will be considered in the EIR. Consultant shall provide a Final Transportation Infrastructure Master Plan following Draft EIR public review and comment.

Deliverables (All Deliverables shall be provided to the County upon completion of a section. The County expects to receive completed chapters and/or sections as opposed to a completed document).

- Administrative Draft Transportation Infrastructure Master Plan, which includes the analytical report component, in MS Word and PDF format;
- Draft EIR Transportation Infrastructure Master Plan in MS Word and PDF format; and
- Final Transportation Infrastructure Master Plan in MS Word and camera-ready PDF format.

Task 3: Project-Level/Program-Level EIR

The Consultant's team will prepare a combined project-level/program-level EIR to support entitlement of the former Crows Landing Air Facility property, including

- ALP adoption;
- ALUCP adoption;
- Airport construction and operation through year 5;
- Construction of the backbone infrastructure identified in the Infrastructure and Facilities and Transportation Infrastructure Master Plans; and
- Redesignation of the general plan and zoning designations of the project site from Agriculture to Planned Development.

The program-level analysis in the EIR will assess construction and operational impacts associated with other land uses identified in the adopted ALUCP, Infrastructure and Facilities Master Plan, and Transportation Infrastructure Plan and will serve as planning tool for future development projects. The program-level analysis will identify environmental constraints and programmatic (performance-based) mitigation measures that would apply to subsequent site development and provide potential developers with site-specific data to consider or tier from when proposing subsequent projects in the Crows Landing Planned Development area.

Analysis in the EIR will include assessment of the individual project-related and cumulative environmental effects. The Draft EIR, Final EIR, CEQA, Section 21000 et seq. of the California Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of Stanislaus County and other applicable agencies.

Available information

Substantial documentation is available from previous studies pertaining to environmental conditions on and adjacent to the project site. The Consultant's team will maximize the existing data to the extent practicable during EIR preparation. Where pertinent information is not available, the Consultant's team, which includes a deep bench of in-house technical experts, will conduct the technical background studies required to support the EIR and subsequent regulatory environmental permitting process.

With the exception of the Infrastructure and Facilities Master Plan and Transportation Infrastructure Master Plan described in the scope of services, the results of the required technical background studies (e.g., biological resources, cultural and historic resources, agriculture) will in most cases be articulated directly in the applicable technical sections of the EIR. The overarching goal of the Consultant's team is to assemble and synthesize existing data and newly conducted studies into a creative and compelling EIR that will support the County's vision of creating "a regional employment center that will provide good-paying job opportunities for Stanislaus County residents and for the region."

Task 3A: Complete and Refine Project Description

The Consultant's team will work with the County to prepare a project description that will serve as the foundation for the analysis in the EIR. The project description will be based on the ALP, the ALUCP, and the master planning efforts described in Task 3. Consultant shall consult with the County to engage in a collaborative process that will result in a project description that fulfills the County's vision and expectation for the project.

The project description will meet the requirements identified in CCR Section 15124 of the State CEQA Guidelines and will include a regional map; the precise location and boundaries of the proposed project on a detailed map; a statement of objectives sought by the proposed project; a general description of the project's technical, economic, and physical environmental characteristics; a statement briefly describing the intended uses of the EIR; a list of the agencies that are expected to use the EIR in their decision making; a list of permits and other approvals required to implement the project; and a list of related environmental review and consultation requirements required by federal, state, regional, or local laws, regulations, ordinances, or policies. The project description will include appropriate tables and graphics and serve as the basis of the notice of preparation.

Deliverables

- Administrative draft project description in MS Word format;
- Draft project description in MS Word format; and
- Final project description included in EIR.

Task 3B: Prepare and Circulate a Notice of Preparation and Conduct Public Scoping Efforts

Consultant shall prepare a draft and final notice of preparation (NOP) for the EIR in consultation with County staff that includes a brief project description, a map of the project location, and a summary of the potential significant effects on the physical environment. The NOP will describe where project documents are available for review, where written comments on the scope and content of the EIR may be sent, and the deadline for submitting comments. The NOP will identify the date and location of a public scoping meeting to be held for the project. Upon County approval, Consultant shall hand-deliver the NOP to the State Clearinghouse.

Consultant shall assist the County to circulate the NOP among agencies and interested parties that would not be noticed through the State Clearinghouse process. Following the close of the NOP period and after the scoping meetings, Consultant shall review all comments and determine whether any issues require a modification to the project. Significant environmental issues raised in the NOP will be briefly summarized (along with NOP comments) in the introductory chapter of the EIR.

Consultant will facilitate one public scoping meeting during the NOP comment period to gather additional public and agency comments on the scope and content of the EIR. The Consultant's team will prepare a PowerPoint summary of the proposed project and the CEQA process for use at the public scoping meeting, boards, and meeting handouts as appropriate. The meeting layout/presentation style (such as charrette, formal with informal meetings, stations, etc) is to be determined in consultation with County staff. The Consultant's team will be responsible for facilitating and leading the public scoping with the appropriate expert staff present. Consultant shall attend the meeting and prepare a list of comments received during the public scoping meeting.

In addition, Consultant shall attend one meeting specifically with the City of Patterson and other interested agencies/districts. The Consultant's Project Manager and Deputy Project Manager will attend and assist the County in facilitation of this meeting and prepare a summary of comments received.

Deliverables (All Deliverables shall be provided to the County upon completion of a section. The County expects to receive completed chapters and/or sections as opposed to a completed document).

- Administrative draft NOP in MS Word format;
- Draft NOP in MS Word format;
- Final NOP for agency and public circulation;
- PowerPoint summary of the EIR and the CEQA process; and
- Summary of comments received during scoping meetings.

Task 3C: Prepare and Circulate Draft EIR and Noticing

Administrative Draft EIR

Consultant will prepare an administrative draft EIR (ADEIR) to address the impacts of implementation of the proposed project. The project-level analysis in the ADEIR will assess impacts associated with construction and operation of future shovel-ready project components, including the backbone infrastructure and Phase I airport facilities (years 0 to 5) as identified in the ALP and Narrative Report, and ALUCP implementation. Mitigation measures will be identified to avoid and reduce, where possible, potentially significant and significant impacts to a less-than-significant level.

The program-level analysis in the ADEIR will assess construction and operational impacts associated with land uses identified Planned Development designation, Infrastructure and Facilities Master Plan, and Transportation Infrastructure Plan. The Program-level EIR will serve as planning tool for future development projects. The program-level analysis will identify the environmental constraints and programmatic, performance-based mitigation measures that would apply to subsequent site development and provide potential developers with site-specific data to consider or tier from when proposing subsequent projects on the project site.

The EIR will evaluate the project's potential environmental impacts associated with providing utilities services to the project site. The following services will be evaluated: water (supply and conveyance), wastewater (collection and treatment capacity), storm drainage, electricity, natural gas, and solid waste. State Water Code Section 10910 (SB 610) requires that a Water Supply Assessment (WSA) and verification be prepared for commercial developments that exceed 250,000 square feet. Although specific total floor area is not yet available, the development of over 1,100 acres with business park uses would result in millions of square feet of new floor area; therefore, a WSA is required for this project. As part of the Infrastructure and Facilities Master Plan (IFMP), the consultant will review potential water sources for capacity to serve the proposed development including review of existing Urban Water Management Plans and available groundwater data. The consultant will use this data to prepare a WSA. The information from the IFMP and the corresponding results of the WSA will be incorporated into the EIR and will serve as the primary basis for the water analysis.

The analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. The Consultant's team will work with the County to determine the appropriate format for the EIR and the EIR analysis. Consultant has prepared many project-level/program-level EIRs, and shall provide suggested format options to the County.

The ADEIR will be full-scope and include the following chapters and subsections.

- Introduction;
- Project Description;
- Summary of Environmental Effects;
- Environmental Analysis (covering the 17 issue areas contained in the CEQA Environmental Checklist);

- Other CEQA Considerations;
- Alternatives;
- References;
- Report Preparers; and
- Technical Appendices.

The EIR will include an analysis of a reasonable range of alternatives to the proposed project that could reduce or avoid the significant impacts identified for the proposed project. This "Alternatives" chapter will include a comparative analysis of up to three alternatives to the proposed project, including the "No Project" Alternative required by CEQA. All alternatives will be designed to eliminate, avoid, or substantially reduce one or more significant environmental impacts of the proposed project.

For cost efficiency, Consultant shall produce the Summary of Environmental Effects, including the Summary Table as part of the screencheck version of the EIR, in anticipation of revisions to the text of the impact and mitigation discussions.

Deliverables

- ADEIR in MS Word and PDF format.

Draft Environmental Impact Report

Consultant will incorporate one consolidated set of comments from County staff on the ADEIR and submit two screencheck versions and a final public draft EIR (DEIR) to the County for distribution for a 45-day public comment period. These documents will contain the Summary of Environmental Effects and corresponding Summary Table. Consultant will file 15 bound copies of the DEIR and a notice of completion (NOC) with the State Clearinghouse. Consultant shall prepare a notice of availability (NOA) to accompany the Draft EIR.

County shall identify interested stakeholders, contiguous property owners, and publish an NOA in a newspaper of general circulation that serves the area affected by the proposed project.

Consultant will deliver to the County on CD a copy of all references cited in the EIR as part of the EIR Administrative Record.

The Consultant's Project Manager and Deputy Project Manager will participate in one EIR public meeting/hearing during the EIR public review period to assist in the presentation, provide clarification of the analysis of the EIR, and receive public comments on the EIR. Consultant shall attend the public meeting/hearing and provide necessary materials including: presentation, boards, and a handout.

Deliverables (All Deliverables shall be provided to the County upon completion of a section. The County expects to receive completed chapters and/or sections as opposed to a completed document).

- Screencheck DEIR 1 in MS Word and PDF format;
- Screencheck DEIR 2 in MS Word and PDF format;
- Public Draft EIR in MS Word and camera-ready PDF format;
- All EIR references cited on CD to County, as part of EIR Administrative Record;
- 15 bound copies of the Public Draft EIR for delivery to the State Clearinghouse;
- NOC in MS Word and PDF format;
- NOA in MS Word and PDF format; and
- Presentation materials for public hearing (e.g., PowerPoint summary of DEIR).

Task 3D: Prepare Final EIR and Mitigation Monitoring and Reporting Program

Administrative Final EIR

The Consultant's team will review comments received during the public review period on the DEIR. Consultant will prepare a matrix that lists the comments (if input is needed from other team members or County staff and responsible party, due date for response/input, and status). This matrix will help organize and track information, especially if numerous comments are received on the DEIR. Consultant shall compile the comments and work with County staff to formulate responses to comments and make necessary revisions to the DEIR.

Consultant shall prepare an administrative final EIR (AFEIR). The AFEIR will include:

- introductory chapter;
- enumerated comment letters and public hearing comments on the DEIR;
- responses to significant environmental comments on the DEIR; and
- a list of revisions (errata) to the DEIR.

It is assumed that Consultant will not reprint the DEIR as part of the Final EIR (FEIR). Any revisions to the text or analysis of the DEIR would be noted by DEIR page location within the FEIR.

The Consultant's team will respond to significant environmental comments related to the potential physical impacts of the proposed project as they relate to the analysis of the EIR and not on the merits of the project within the estimated level of effort in our cost estimate. Consultant acknowledges that responses will involve explanation and clarification of the contents of the DEIR. Consultant understands that new technical analysis will not be required to respond to comments received on the DEIR. The County shall address comments related to the merits and/or economic feasibility of the proposed project, or comments relating to County policy. County will assist the Consultant's team prepare responses to comments if more comments than anticipated are received.

Mitigation Monitoring and Reporting Program

The Consultant's team will prepare a draft Mitigation Monitoring and Reporting Program (MMRP). To the extent possible, monitoring and implementation will be tied to existing County processes and mechanisms. The MMRP will be prepared in an agreed-upon format and will consist of:

- all mitigation measures;
- timing/frequency of action;
- responsibility for implementation;
- responsibility for monitoring; and
- Verification of compliance.

The draft MMRP will be submitted with the AFEIR for County review. Following review, Consultant will revise the MMRP for publication. MMRP will be bound with FEIR.

Deliverables (All Deliverables shall be provided to the County upon completion of a section. The County expects to receive completed chapters and/or sections as opposed to a completed document).

- Response to comment matrix, responsible party, due date for response, and status; and
- AFEIR and MMRP in MS Word and PDF format.

Final EIR

Following County review of the AFEIR, the Consultant's team will make revisions to the AFEIR to prepare the FEIR. Consultant will be responsible for preparation draft Findings of Fact and

Statement of Overriding Considerations for review and approval by the County and final versions incorporating County comments.

The Consultant's Project Manager and Deputy Project Manager will participate in one public hearing before the Stanislaus County Board of Supervisors for certification of the EIR and consideration of approval of the project. Consultant shall prepare the notice of determination (NOD); the County will file the NOD with the County Clerk and pay California Department of Fish and Wildlife (CDFW) fees associated with the filing of the NOD.

Task 3E: Findings of Fact and Statement of Overriding Considerations

The Consultant's team will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines (Section 21081 of CEQA), and the Statement of Overriding Considerations, pursuant to Section 15093 of the State CEQA Guidelines. The Consultant's team will prepare draft findings on behalf of the County for each significant effect identified in the EIR and prepare a Statement of Overriding Considerations if significant unavoidable adverse impacts would occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the County regarding the benefits of the project, including information such as economic feasibility studies, market studies, or any other study or report that will help demonstrate why the benefits of the project outweigh the environmental impacts. The Consultant's team will consult with County staff to review draft findings and then submit the final findings, including the Statement of Overriding Considerations, to the County for adoption.

Airport Land Use Compatibility Plan Adoption

Following EIR Certification, Consultant's Project Manager will attend one meeting of the Airport Land Use Commission to present the ALP for adoption.

Task 4: Permit Assistance

One of the Consultant's team's most important responsibilities is helping the County acquire permits related to endangered species, streambed alteration, water quality, wetlands, and historic properties for its projects. This service carries substantial importance, because at the permitting stage compliance issues cannot be deferred (as can occur to a degree in the environmental document); they must be resolved in ways that not only satisfy the environmental laws and regulatory agencies, but also provide a feasible approach for project implementation in an expedient and cost-effective manner.

The key to obtaining permits for the proposed project will be greatly influenced by the relationship developed between the County and Consultant, and the regulatory agencies (e.g., USACE, U.S. Fish and Wildlife Service [USFWS], California Department of Fish and Wildlife [CDFW], Central Valley Regional Water Quality Control Board [RWQCB], and California Office of Historic Preservation [OHP]). Trust between Consultant and the regulatory agencies is crucial during the permit negotiation process. Consultant's biologists, archaeologists, architectural historians are in almost daily contact with the agencies and have developed excellent working relationships, which has enabled Consultant to obtain numerous permits for public agencies.

The backbone to preparing complete and accurate permit applications is a solid understanding of the regulations (i.e., Clean Water Act [CWA] Sections 404 and 401; federal Endangered Species Act (ESA) Sections 7 and 10; National Historic Preservation Act Section 106; California Fish and Game Code Section 1600; and California Endangered Species Act (CESA) Sections 2081/2080.1). Consultant shall strategize with the County to determine the best approach and strategy to meet the County's needs. Identifying the need for permits early in the environmental process and consulting

with the agencies prior to permit submitting is a crucial step employed by Consultant to facilitate receiving permits with favorable permit terms. For example, typically there are several options the County can explore for CWA Section 404 permits, including a general permit (i.e., Nationwide), Individual Permit, or Letter of Permission depending on the resources affected and the County's needs. Consultant's biologists and cultural resource specialists will work closely with County staff to select and execute the most appropriate strategy for each required permit.

The successful acquisition of permits from the federal, state, and local jurisdictions is greatly influenced by Consultant's knowledge of the relevant regulations and our ability to streamline the permitting process through the development of a permitting strategy plan for the proposed project.

Consultant approaches its environmental services with an eye toward meeting the client's needs and schedule and securing environmental permits and agency approvals that provide clear owner assurance and flexibility where needed. The focus is not on solely completing the environmental document process. The Consultant's scientists and environmental planners have experience in the full array of permitting procedures potentially required for this proposed project. Consultant has assembled an outstanding team of wildlife biologists, botanists, wetland, and endangered species specialists, restoration ecologists, archaeologists, architectural historians, GIS/GPS specialists, and environmental scientists and planners that are experienced in completing resource inventories and complex permit negotiations.

Task 4A: Permit Strategy Plan

Because of the many interrelated regulatory issues and processes involved in the proposed project, one of the Consultant's first tasks included in this scope of work will be to develop a Project Permitting and Compliance Strategy Plan to assist the County in obtaining the necessary data and identification of required permit applications, including those associated with NEPA compliance. The Permitting Compliance and Strategy Plan shall provide a blueprint for Consultant to guide and assist the County in the acquisition of the required permits and authorizations, minimizes permitting surprises and delays, and maximizes the timeliness of permit acquisition with acceptable permit terms.

The two primary goals of the Permitting and Compliance Strategy Plan are to:

- provide an overall framework for successful permit acquisition, and
- ensure that specific actions are described for all permits to facilitate successful permit acquisition.

After the wetland delineation is completed, and prior to the finalization of the land use plan, Consultant will meet with the County to discuss sensitive biological resources located within the project site and potential constraints to development. The purpose of this meeting will be to evaluate potential design refinements that may result in reduced permitting requirements. Identification of avoidance and minimization measures early in the planning process may eliminate permitting requirements and/or provide necessary documentation for future permit applications that Consultant will assist the County with as described below.

The strategy plan will: 1) clearly define needed permits and requirements for the selected land plan, 2) provide a cost estimate for the required permits (not currently included in this scope of work); 3) identify significant issues and potential risks and how to successfully manage these risks, 4) define a critical path and key priorities, 5) identify data needs and level of detail required, and 6) define key County and regulator decision processes and needed approvals. Key lead agencies, trust agencies, and other agencies with interest or involvement in the proposed project will be defined, along with their respective areas of involvement or interest. Consultant and the County will hold a discussion of expected project environmental commitments, such as best management practices, low-impact design, changes in project operations, and stormwater pollution prevention measures. During these

discussions, it may become evident that sensitive resources can be avoided through small design changes. Because the strategy plan will function as a blue print for the permitting process, it will be updated/revised as needed. This strategy plan will be reviewed and approved by the County.

The proposed project will require a coordinated strategy and approach to identify all applicable regulatory issues and the appropriate agencies and processes, evaluate sensitive resources, identify needed permits, and develop a timeline that meets the needs of the County and the project. This strategy plan will be an invaluable resource to assist the County identify a feasible permitting strategy and implement this strategy in a cost effective and timely manner. In the event that federal permits are needed to support the development of necessary backbone infrastructure improvements that would be implemented upon CEQA compliance, Consultant shall provide assistance to the County in identifying required permit applications, including those associated with NEPA compliance.

This scope of work includes advanced preliminary preparation of regulatory permit applications for the project. Consultant is unable to determine the necessary permits at this time; however, the Consultant is committed up to an additional 180 days, from project approval, to facilitate and participate in the permitting process. Any additional work beyond the 180 days will be subject to additional cost for time-and-materials if applicable. The cost of the actual permit applications and technical studies that may be required to support the permit applications will be determined during the permitting strategy phase.

The Consultant is committed to assisting the County through the regulatory permitting process.

Task 4B: Delineation of Jurisdictional Waters

The Consultant assumes the project will affect several habitats that may be jurisdictional as Waters of the U.S under Section 404 and 401 of the CWA and waters of the State under Section 1602 of the California Fish and Game Code. Consultant acknowledges, therefore, that identifying the boundaries of these sensitive resources (i.e., agricultural ditches, Little Salado Creek) by conducting a wetland delineation is a critical first step in the permitting process. A verified delineation is required for the majority of Section 404 permit applications/authorizations. The USACE 1987 Wetland Delineation Manual multi-parameter methodology, Arid West Supplement, and Western Mountains, Valleys, and Coast Regional Supplement will be used to delineate potentially jurisdictional Waters of the U.S., including wetlands. Consultant shall conduct the delineation concurrent with the preparation of the CEQA document. The benefit of conducting the delineation concurrently is the data can be included in the CEQA analysis and submittal of the delineation and requesting a verification letter from the USACE allows early consultation with the agency. Previous wetland studies will be used to the extent possible, but it should be noted that the wetland studies were not conducted consistent with USACE methodology.

All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #13-18 MP; the Consultant's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

B. COMPENSATION

1. Consultant will be compensated for the services provided under this Agreement in

accordance with the completion of the following deliverables:

Description of Deliverable	Estimated Payment Date	Payment Amount
Attending/conducting of Preliminary Meetings ("fingerprint" & developer meetings)	November 2013	\$ 43,881.93
Review/approval of Preliminary Draft *Plans	January 2014	\$ 43,881.93
Review/approval of Wetland Delineation	February 2014	\$ 43,881.93
Review/approval of Permit Strategy Plan	March 2014	\$ 43,881.93
*Review/Acceptance of Final Plans	April 2014	\$ 43,881.93
Review/approval of Project Description	May 2014	\$ 43,881.93
Review/approval Notice of Preparation	June 2014	\$ 43,881.93
Review/approval of Administration Draft EIR	July 2014	\$ 43,881.93
Screencheck Draft EIR 1	September 2014	\$ 43,881.93
Screencheck Draft EIR 2	October 2014	\$ 43,881.93
Prepare Public Draft EIR	November 2014	\$ 43,881.93
Admin Final EIR/MMRP	December 2014	\$ 43,881.93
Final EIR	January 2015	\$ 43,881.93
Facilitation of Permitting Process	**July 2015	\$ 43,881.91
TOTAL:		\$614,347.00

*Plans=Land Use Plan Infrastructure & Facilities Master Plan and Transportation Infrastructure Master Plan

**Final payment date to be made not more than 180 days after plan approval.

2. Consultant shall submit each Deliverable described in Paragraph 1 above to County for review and written approval upon completion. Upon receipt of County's written approval, Consultant shall be entitled to receive payment in the amount corresponding to such Deliverable as shown in the table above.

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$614,347 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from October 15, 2013 through July 31, 2015 unless otherwise terminated as provided below.

D. DESIGNATED PERSONNEL AND CONSULTANT STAFF

1. A material covenant of this Agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- Project Manager: Francine Dunn
- Deputy Project Manager: Steve Smith

2. Notwithstanding Section 1.5 of this Agreement, the Sub-Consultants the Consultant has proposed to partner with are a material inducement to enter into this Agreement. An additional material covenant of this Agreement is that the Consultant shall retain the individuals (each a Sub-Consultant) employed at the firms designated below to perform relevant portions of the work set forth in Section A above, as set forth in the RFP. Each designated Sub-Consultant shall, so long as his/her performance continues to be acceptable to the Consultant and to the County, remain accountable for his/her respective portion of the Project from beginning through completion of services in accordance with the RFP. The Consultant may not substitute any of its Sub-Consultants and may not do the work it has indicated will be done by the Sub-Consultants itself without prior approval of the County.

- Project Management/Aviation & Environmental Planner: Lisa Harmon, Mead & Hunt
- Infrastructure & Facilities Master Plan: Chris Vierra, Michael Hayes & Thomas W. Butler, Stantec Consulting
- Transportation Infrastructure Master Plan: Chris Kinzel & Rich Haygood, TJKM

E. REPRESENTATIVES

The parties' respective Project Managers shall be:

For County:

Keith Boggs, (or designee)
Stanislaus County Chief Executive Office
1010 10th Street, Suite 6300
Modesto, CA 95354
(209) 652-1514
BoggsK@stancounty.com

For Consultant:

Francine Dunn, Principal
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811
(916) 414-5800
Francine.Dunn@aecom.com