

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
LSA ASSOCIATES, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LSA  
Associates, Inc. hereinafter called "Contractor";

**WITNESSETH:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose  
of preparing a Draft Environmental Impact Report and a Final Environmental Impact Report  
for the Clos de la Tech Winery Project.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Scope of Work

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms,  
conditions and specifications set forth herein and in Exhibit "A," County shall make payment  
to Contractor based on the rates and in the manner specified in Exhibit "B." The County  
reserves the right to withhold payment if the County determines that the quantity or quality  
of the work performed is unacceptable. In no event shall the County's total fiscal obligation  
under this Agreement exceed One Hundred Sixty-Five Thousand Six Hundred Fourteen  
Dollars and No Cents, \$167,714.00

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 26, 2010 through December 31, 2010.

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

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

**5. Availability of Funds**

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

**6. Relationship of Parties**

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

**7. Hold Harmless**

To the full extent permitted by law, Contractor shall indemnify, save harmless, and be responsible for the cost of defending the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, its officers, agents, employees and servants, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or (D) any other loss or cost resulting from the Contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

To the full extent permitted by law and as set forth in Section 2778 of the California Civil Code, Contractor shall defend County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, its officers, agents, employees and servants, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or (D) any other loss or cost resulting from the Contractor's performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

**8. Assignability and Subcontracting**

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

**9. Insurance**

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and

all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence, except for professional liability, which is per claim, and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

**10. Compliance with laws; payment of Permits/Licenses**

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

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.3

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

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

**12. Compliance with Contractor Employee Jury Service Ordinance**

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

**13. Retention of Records, Right to Monitor and Audit**

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

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

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

**14. Merger Clause**

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

**15. Controlling Law and Venue**

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

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established

overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

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

**In the case of Contractor, to:**  
David Clore  
LSA Associates, Inc.  
2215 Fifth Street  
Berkeley, CA 94710

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

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

COUNTY OF SAN MATEO

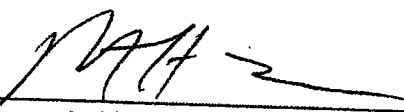
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

LSA Associates, Inc.

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/15/10

#### Exhibit "A"

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

Contractor shall complete the preparation of the Draft and Final Environmental Impact Reports for the Clos de la Tech Winery Project. A complete Scope of Work and Table of Labor Costs are included in Exhibit "C."

#### Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the fee schedule attached hereto as Exhibit C, which is hereby incorporated by reference.:

County shall monitor the work submitted by the Contractor to ensure to the satisfaction of the Director of Community Development that the work quality and quantity meet the expectations outlined in Exhibit "C."

County will pay Contractor within thirty (30) days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in Exhibit "C." The invoice shall indicate in detail the work performed, including hours and rates for work completed, and services and deliverables provided. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this contract, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms and timing of services.

In no case shall the total amount payable under this contract for the work indicated in Exhibit "C" exceed \$167,714 without prior written consent of County in the form of an amendment to this Agreement.



## EXHIBIT C

### PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT CLOS DE LA TECH WINERY PROJECT

#### I. PROJECT UNDERSTANDING

The Clos de la Tech Winery (applicant) is proposing to develop a winery on a portion of its approximately 173-acre property located in the unincorporated area of San Mateo County, northeast of the Town of La Honda. The applicant proposes to establish new winery operations (crushing, bottling, and storage), winery offices, and living quarters for up to six people in three existing "caves" that were previously excavated and constructed on the property. The project proposes above-ground features that include a service building, storage shed, water tanks and temporary living quarters for 12 farm laborers. The grapes for the winery would be grown on site. Composting of the winery waste (stems, skins, etc.) is proposed at a location adjacent to the living quarters for the farm laborers. The applicant has also proposed a Planned Use Development (PUD) zoning amendment for the project site that would allow an increase in the annual bottling limit of 2,500 cases to a new limit of 13,000 cases.

A Draft Environmental Impact Report (EIR) was prepared and published for a similar project in July 2008. The physical attributes of the project as currently proposed are essentially the same as those proposed and analyzed in the 2008 Draft EIR. A key difference between this project and the previous project is that this project proposes a PUD zoning amendment that would apply to the site, whereas the previous project proposed a Zoning Text Amendment, which would have changed the County's Zoning Regulations by expanding the regulated definition of wineries to include *Scenic Wineries* across the entire County.

The County received a substantial number of comments on the 2008 Draft EIR, particularly with regard to geological, hydrogeological, and biological issues and hazardous materials. Partly in response to the comments received, the applicant engaged Shaw Environmental, Inc., (Shaw) to prepare a technical report that expresses Shaw's professional opinions regarding hydrogeological, biological, and general conditions at the project site and "to clarify both pre-development conditions and impacts potentially associated with completion of a 63-acre vineyard a winery at the site."

On November 17, 2009 the County of San Mateo, Planning & Building Department issued a Request for Proposal (RFP), seeking the technical assistance of a consultant in reviewing the

proposal following our review of these materials and subsequent discussions with you, Mike Schaller, and representatives of the applicant.

## **II. STRATEGIC APPROACH**

Given the change in the project description to include a PUD zoning amendment rather than a Zoning Text Amendment and the new information that has become available with regard to technical issues and existing conditions at the project site, the County contemplates that it will issue a new Draft EIR rather than revise and recirculate the previous Draft EIR. Thus, LSA proposes to assist the County with the work scope as described in the RFP and with the drafting and issuance of a new Draft EIR. Based on our discussions with the County, LSA understands that the County would like LSA to prepare the project description and certain technical sections of the EIR, including hydrology and water quality, geology, soils and seismicity, biological resources, hazardous and hazardous materials, global climate change, and cumulative and growth-inducing impacts. Because of the County's knowledge of and familiarity with other topical issues and because most other topics require only modest revisions, the County will draft these sections of the EIR. LSA will review all sections for editorial consistency and compile the Draft EIR. As requested in the RFP, LSA and our subconsultant, HydroFocus, Inc., will peer review the applicant's technical reports, assist the County in responding to comments and attend public meetings.

As is always the case with our proposed scope, budget and schedule, LSA is open to suggestions for refinement and we look forward to discussing with the County our suggested approaches to accomplishing the environmental clearance process.

## **III. PROPOSED WORK PROGRAM**

This section outlines LSA's approach and specific work program for completing the environmental documentation for the Clos de la Tech Winery Project in compliance with the California Environmental Quality Act (CEQA). A summary of the work program is provided in Table 1. Our proposed budget is summarized in Section IV and presented in detail in Attachment 1.

### **Task A. Project Initiation**

The project initiation task for the proposed project environmental document will provide an opportunity for the LSA team to collaborate and strategize with County staff and representatives of the applicant to refine our recommended approach and work program as warranted. Key project initiation tasks will involve a start-up meeting with the County and the applicant, conducting a site visit, gathering information, and refining the work program. Paramount among the issues to be resolved early in the process will be concurrence on the approach for completing the environmental review process.

#### **1. Start-Up Meeting**

LSA and HydroFocus will meet with County staff and representatives of the applicant to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the proposed project. As part of these meetings, LSA will endeavor to:

- Gather relevant information and data if there is information we have not yet received.
- Discuss the information needed to define the project and review development assumptions for the proposed project.
- Discuss the County's review of the Administrative and Screencheck drafts.
- Learn about other development ongoing or planned in the project vicinity.
- Discuss the County's and applicant's desired schedule for the environmental review process.
- Establish roles and lines of communication amongst the County, project applicant and LSA management team to ensure the efficient and effective flow of information.

## 2. Site Visit

As one of the initial steps, LSA and HydroFocus will undertake a site visit to observe and photograph the project site. LSA staff will identify existing conditions, study area features, and confirm information provided in previous studies. We encourage attendance by County staff and representatives of the applicant at our initial site visit to allow for sharing of observations.

## 3. Data Gathering and Evaluation

Existing data and analyses applicable to the proposed project will be collected and evaluated in order to gain an understanding of the available information that will be used as part of the environmental review. The LSA team will review these documents along with proposed and approved planning documents in the project vicinity, such as the County of San Mateo General Plan. LSA's biologists and our subconsultant, HydroFocus will peer review the information contained in the August 24, 2009 Summary of Findings prepared by Shaw. HydroFocus will meet with representatives of Shaw and prepare a technical memorandum summarizing their findings.

## 4. Project Description

Based on the information provided by the applicant, LSA will draft a project description that includes all elements necessary to comply with CEQA, including, but not limited to, the purpose, physical elements and phasing of the proposed project. The project description will include maps showing the

Table 1: Scope of Work Summary

<b>TASK A: PROJECT INITIATION</b>	
1.	Start-Up Meeting
2.	Site Visit
3.	Data Gathering and Evaluation
4.	Project Description
5.	Work Program Refinement
<b>TASK B: DRAFT EIR</b>	
1.	Administrative Draft EIR (ADEIR)
a.	Land Use, Plans and Policies
b.	Hydrology and Water Quality
c.	Geology, Soils and Geohazards
d.	Hazards and Hazardous Materials
e.	Biological Resources
f.	Traffic, Circulation and Parking
g.	Noise
h.	Air Quality
i.	Public Services and Utilities
j.	Cultural Resources
k.	Visual Resources
l.	Global Climate Change
m.	Cumulative and Growth-Inducing Impacts
n.	CEQA-Required Assessment Conclusions
o.	Alternatives Analysis
p.	Compile and Produce ADEIR
2.	Screencheck Draft EIR
3.	Public Review Draft EIR
<b>TASK C: COMMENTS AND RESPONSES DOCUMENT</b>	
1.	Administrative Draft C&R
2.	Screencheck C&R
3.	Final EIR
4.	Mitigation Monitoring and Reporting Program
<b>TASK D: PUBLIC HEARINGS AND MEETINGS</b>	
<b>TASK E: PROJECT MANAGEMENT</b>	

location and boundaries of the project site and its vicinity using the best available information from the applicant. The maps will be used to illustrate the project site vicinity, the project site's relationship to surrounding areas, topography, surrounding land uses, and General Plan and Zoning designations. If desired, the maps can be enlarged for use by consultants and staff during meetings and presentations. The project description will include a discussion of the setting, background, and objectives of the proposed project. It will describe the overall approval process for the project and identify all discretionary and anticipated subsequent approvals. All relevant agencies and reviewing bodies will be identified.

To the extent possible the descriptive information contained in the 2008 Draft EIR will be used as the basis for the project description. LSA will work closely with the applicant and County to ensure that the project description provides a level of detail appropriate for its objectives. We will attempt to clarify some of the project description-related comments that were submitted by reviewers of the 2008 Draft EIR. A draft of the project description will be submitted to the applicant and County for review and acceptance before the LSA team begins conducting any impact analyses.

## **5. Work Program Refinement**

It may be necessary to refine the work program in accordance with information compiled in the above subtasks. Upon receipt and review of all comments on the NOP, LSA will work with County staff to refine the scope of work, if necessary, to address any environmental issues identified in the NOP comments that are not yet adequately addressed in this work program. LSA will present the refined work program and budget to the County and applicant's representatives for review and approval.

### **Task B. Draft EIR**

The Draft EIR will be prepared in accordance with the requirements of CEQA. The setting and impacts documentation for each issue area described below will be incorporated into the EIR. This analysis will clearly describe the affected environment and the environmental consequences of implementing the proposed project. The agreed upon significance thresholds will be clearly stated within each section and will be used to determine impacts. Where relevant, impacts will be separately identified by their occurrence during either the *construction* or *operations* periods. For each significant impact identified practical mitigation measures will be drafted, if warranted, to address any identified significant impacts for the issue topics. Mitigation measures will be identified, as necessary.

The Draft EIR will also identify potential cumulative impacts and potential growth-inducing impacts. Section 15130 of the *CEQA Guidelines* requires that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the proposed project alone or together with other projects. The analysis of cumulative effects will address the potential impacts associated with the proposed project in conjunction with other off-site, permitted, under-construction, or probable future projects. For each significant cumulative impact identified practical mitigation measures will be drafted, if warranted, to address any identified significant impacts.

The potential growth-inducing impacts of the proposed project will be evaluated. CEQA considers a project to be growth-inducing if it would foster economic or population growth. Examples of projects

that typically would have growth-inducing impacts include extensions or expansions of infrastructure beyond that needed to serve project-specific demand and development of industrial parks in undeveloped or sparsely developed areas. Although significant growth-inducing impacts are not anticipated, potential impacts will be evaluated to adequately describe the nature of the project in relation to existing and proposed development.

Based on our discussions with the County, LSA will prepare the following components of the Draft EIR:

- Introduction
- Summary
- Project Description
- Setting, Impacts and Mitigation Measures (Hydrology and Water Quality, Geology, Soils and Geohazards, Hazards and Hazardous Materials, Biological Resources, and Global Climate Change)
- Cumulative and Growth-Inducing Impacts
- CEQA-Required Assessment Conclusions

County staff will prepare and provide LSA with drafts of the remaining technical sections identified in Table 1. LSA will review and compile all sections into the Administrative Draft EIR.

#### **1. Administrative Draft EIR**

LSA will prepare an Administrative Draft (ADEIR) for review and comment by the County. This subsection describes the technical studies and technical approach for each proposed issue area to be discussed in the EIR, the other CEQA-required components of the EIR and the compilation of ADEIR in preparation for the County's review. Subtasks a and f through k as listed in Table 1 will be completed by the County. Specific subtasks to be performed by LSA and HydroFocus, are described below. A copy of the HydroFocus scope of work is included as Attachment 2.

**b. Hydrology and Water Quality.** LSA will review and revise the hydrology and water quality section, as needed, based on the additional information provided by the applicant in Shaw's August 24, 2009 report, *Summary of Technical Findings, Clos de la Tech Vineyard and Winery Development Project, San Mateo County* and the results of the peer review of that material conducted by HydroFocus.

**c. Geology, Soils and Geohazards.** LSA will review and revise the geology, soils and geohazards section, as needed, based on the additional information provided by the applicant in Shaw's August 24, 2009 report, *Summary of Technical Findings, Clos de la Tech Vineyard and Winery Development Project, San Mateo County* and the results of the peer review of that material conducted by HydroFocus.

**d. Hazards and Hazardous Materials.** LSA will review and revise the hazards and hazardous materials section, as needed, based on the additional information provided by the applicant in Shaw's August 24, 2009 report, *Summary of Technical Findings, Clos de la Tech Vineyard and Winery*

*Development Project, San Mateo County* and the results of the peer review of that material conducted by HydroFocus.

**e. Biological Resources.** LSA will review the consultant's reports for completeness and adherence to standard practices for the disciplines involved (botany, wildlife, and wetlands). Staff with expertise in the various fields covered by the reports will contribute to the review. LSA will evaluate the reports to determine if surveys were timed appropriately, followed current protocols, and support the stated conclusions. If no specific agency-approved protocol exists for a particular species, we will evaluate if the consultant's methods were based on the biology and ecology of the target species and if the intensity of survey effort was adequate to reach the stated conclusion. We will identify data gaps and recommend surveys or analyses necessary to fill the gap. We also will recommend measures as necessary to bring the surveys into compliance with existing protocols and guidelines. We do not propose to collect additional data ourselves but will base our review on existing information including published protocols, records in the California Natural Diversity Data Base, procedure manuals, and our own knowledge and experience of the biological and wetland resources in San Mateo County.

- **Review Reports and Draft EIR.** LSA will review the following consultant reports provided by the County: *Draft Clos de la Tech Winery Environmental Impact Report* (dated July 11, 2008) and Final Summary of the *Technical Findings of the Clos de la Tech Vineyard and Winery Development Project, San Mateo County, California* (dated August 24, 2009). A copy of the wetland delineation report and map should also be provided for review as well as any other interim reports upon which the conclusions of the reports are based. We will also review the updated species occurrence information for special status species in the California Natural Diversity Data Base and the Online CNPS Inventory of Rare and Endangered Plants. LSA will peer review the reports upon which the conclusions of the Draft EIR were initially based. If reports other than those named in this item (i.e., interim reports or new data) are presented for review, a budget augment will be required. The LSA biology task manager will attend one meeting with the County staff to go over the peer review report. Attendance at additional meetings, if necessary, will be on a time and materials basis.
- **Conduct Field Visit.** LSA biologists will conduct a one-day field visit to the project site to verify existing conditions and assumptions used in the analysis. A wildlife biologist, botanist, and wetland specialist will participate in the visit. This will be a reconnaissance of the site. We will note species observed during the site visit as well as habitats present of the site, and the location and extent of potentially jurisdictional areas.

LSA biologists will revise the Biological Resources section of the Draft EIR. The revisions will take into account the information contained in the previous reports, our peer review of the reports, and comments received from agency personnel. If additional field surveys are required to adequately assess impacts to biological resources, we will make recommendations regarding such surveys and how they should be completed. Additional surveys would require a budget augment. We will assist the County in the preparation of the response to comments providing technical input on biological and wetland resource impacts.

**j. Global Climate Change.** LSA will address the project's contribution to global climate change in a manner compliant with the most recent expectations from the State of California, Bay Area Air

Quality Management District (BAAQMD), and San Mateo County in the preparation of an EIR analysis. Expansion and development of the Clos de la Tech Winery project would generate greenhouse gases (GHGs) through (1) construction activities, (2) vehicle trips, including additional diesel trucks, (3) wine production, including fermentation (4) energy consumption associated with wine production and other on-site buildings and facilities, (5) operation of an on-site diesel generator, (6) water consumption, and (7) solid waste generation and disposal.

To assist public agencies in analyzing the effects of GHGs under CEQA, Senate Bill 97 (Chapter 185, 2007) requires the Governor's Office of Planning and Research (OPR) to develop CEQA guidelines on how to minimize and mitigate a project's GHG emissions. OPR transmitted the recommended Amendments to the CEQA Guidelines for greenhouse gas emissions to the Natural Resources Agency on April 13, 2009. On July 3, 2009, the Natural Resources Agency commenced the process for certifying and adopting the CEQA amendments. The Natural Resources Agency has revised the text of the proposed amendments based on comments received and closed the public comment period for the proposed revisions on November 10, 2009. The Natural Resources Agency is required to certify and adopt the Amendments by January 1, 2010.

BAAQMD currently does not have an adopted threshold of significance for GHG emissions. BAAQMD is in the process of developing GHG thresholds and held hearings in November and December 2009. Approval of the CEQA Guidelines by the BAAQMD Board of Directors, including the GHG threshold of significance, has been delayed until January 2010. BAAQMD currently recommends that lead agencies quantify GHG emissions resulting from new development and apply all feasible mitigation measures to lessen the potentially adverse impacts.

LSA will conduct its analysis in accordance with the most recent adopted guidance from the Natural Resources Agency<sup>1</sup> and BAAQMD. LSA will describe the existing regulatory framework, including applicable federal, State, and local policies, regulations, and programs. LSA will incorporate relevant information available from regional (e.g., BAAQMD) and local sources (e.g., San Mateo County, etc.), including any GHG emission inventories or emission reduction targets that are being developed independently or as part of planning documents.

The impact analysis for the winery will consider both construction-period and operational-period impacts, as described below.

- **Determine significance criteria.** At this time, there has been limited direction from the State regarding specific thresholds of significance. As mentioned above, BAAQMD is currently revising their CEQA guidelines, including the development of thresholds of significance for greenhouse gas emissions. LSA will work with the County to determine significance criteria that will provide thresholds for evaluating global climate change impacts.
- **Describe and assess construction impacts.** During construction of the project, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change. Total project-related construction emissions of carbon dioxide (CO<sub>2</sub>) will be estimated based on typical

---

<sup>1</sup> California Natural Resources Agency, 2009. CEQA Guidelines. Proposed Rulemaking. Available at <http://ceres.ca.gov/ceqa/guidelines/>

construction equipment (e.g., cranes, forklifts, etc.) that may be used on-site during construction and traffic-generating construction activities that would occur over the length of the construction period.

- **Assess operational impacts.** LSA will provide a quantitative assessment of GHG emissions associated for sources related to the project, including vehicle trips, wine production, energy consumption, operation of an on-site diesel generator, water consumption, and solid waste generation and disposal. Emissions associated with long-term operations will be estimated using calculations consistent with acceptable methodology, including, but not limited to the International Wine Industry Greenhouse Gas Accounting Protocol, which has been designed as a facility-level GHG emissions calculating tool for the wine industry, and the California Climate Action Registry.

Practical mitigation measures will be identified, where necessary, to address any identified significant project or cumulative impacts. Mitigation measures may include energy conservation measures, water conservation and efficiency measures, and transportation measures.

**n. CEQA-Required Assessment Conclusions.** LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including:

- Unavoidable significant environmental impacts;
- Significant irreversible environmental changes; and
- Effects found not to be significant.

**o. Alternatives Analysis (optional LSA task).** Two alternatives are presented in the 2008 Draft EIR, the "No Project" Alternative and a Vineyard Slope Restrictions Alternative. No additional development or analysis of alternatives by LSA is included in this proposal. The proposal assumes that the previous analysis will be updated, as needed, by the County and that LSA will incorporate the revised analysis of alternatives into the Draft EIR. However, the development and selection of alternatives will be informed by the input we receive in response to the NOP, as well as any significant impacts of the project that are identified in the Draft EIR. As such, LSA is including an optional task to develop and analyze one additional alternative. Discussion and analysis of the additional alternatives will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

**p. Compile and Produce ADEIR.** The information developed in the technical analyses will be organized into an Administrative Draft EIR. The EIR sections and subsections will be organized in the same order as the 2008 Draft EIR. The ADEIR will be submitted to the County for the review and comment as well as distribution to other County staff for additional review and comment as a Microsoft Word file(s). LSA will discuss comments on ADEIR with the County at a meeting following the County's review of the document.

## **2. Screencheck Draft EIR**

Based on a single set of consolidated and non-contradictory comments, LSA will amend the ADEIR and prepare the Screencheck Draft EIR for final review by the County. We have allotted time for



responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost would be billed on a time and materials basis. The Screencheck Draft EIR will be provided for review by the County as a Microsoft Word file(s) to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

### **3. Public Review Draft EIR**

Working from a single set of consolidated and non-contradictory comments (to be provided by the County), LSA will amend the Screencheck Draft EIR. Thirty (30) copies of the Draft EIR will be distributed to responsible agencies, the public, and the State Clearinghouse. LSA will be responsible for distribution of the Draft EIR to the State Clearinghouse as well as federal agencies, State agencies, regional agencies, County of San Mateo departments, interested parties, and libraries (as specified by the County). A digital version in portable document format (pdf) would also be created for posting on the County's web site. One digital copy of the Draft EIR will be provided for the County's use. We encourage the County to consider distribution of the document to the public in digital format to the extent possible to reduce the use of paper and save on printing costs.

## **Task C. Comments and Responses Document and Final EIR**

LSA will prepare the Comments and Responses (C&R) document on the project following the public review period.

### **1. Administrative Draft C&R Document**

The LSA team will review the comments received and summarize the comments in a chart by topic area. LSA will meet with County staff to review the comments, discuss the approach to responding to comments, preliminarily address comments where possible, and assign responses to team members as appropriate. The LSA team will formulate a response to each comment on the Draft EIR, including review period comments received from the public and agencies. Master responses will be considered for multiple comments that address similar or the same issues.

A preliminary draft of the responses will be provided together with: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) written comments received and transcripts of any public hearing where verbal comments were received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table or figure changes to the Draft EIR.

Our budget estimate in Attachment 1 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by anti-development advocates or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget to cover work beyond the assumed level would be needed. The Administrative draft Comments and Responses document will be provided for review by County staff as a Microsoft Word file(s).

## **2. Screencheck C&R Document**

After review by County staff, and the transmittal of one set of consolidated, non-contradictory comments, LSA will amend the Administrative Draft C&R document and prepare a Screencheck version for final review by the County. We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget, the additional cost would be billed on a time and materials basis. The Screencheck version will be provided for review by County staff as a Microsoft Word file(s).

## **3. Final C&R Document**

Working from a single set of consolidated and non-contradictory comments, LSA will amend the Screencheck C&R. Thirty (30) copies of the C&R document will be distributed to responsible agencies, the public, and the State Clearinghouse. LSA will be responsible for distribution of the Draft EIR to the State Clearinghouse as well federal agencies, State agencies, regional agencies, County of San Mateo departments, interested parties, and libraries (as specified by the County). A digital version in portable document format (pdf) would also be created for posting on the County's web site. One digital copy of the C&R document will be provided for the County's use. We encourage the County to consider distribution of the document to the public in digital format to the extent possible to reduce the use of paper and save on printing costs.

## **TASK D. PUBLIC HEARINGS**

We will attend two public hearings each before the Planning Commission and the Board of Supervisors; we have budgeted for Dennis Brown, Project Manager, and David Clore, Principal-in-Charge, to attend up to four hearings. HydroFocus will attend up to four hearings. Attendance at additional hearings can be provided on a time-and-materials basis.

## **TASK E. PROJECT MANAGEMENT**

David Clore, Principal-in-Charge, and Dennis Brown, Project Manager, will undertake a variety of general project management tasks throughout the EIR preparation period. David will provide input on scope, budget, contract negotiation and management, scheduling of the project, and quality assurance for all work undertaken. David and Dennis will be available for consultation on CEQA procedural matters as well as application of the *CEQA Guidelines* to this project.

Dennis will coordinate the day-to-day activities associated with the project. This would include regular client contact, oversight of subconsultants and team members, schedule coordination, and development of products. He will also provide direction to all team members that will ensure an internally consistent, coherent document. Dennis will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the County as administrative review documents. As LSA's Project Manager, he will be available to attend working sessions and conference calls with County staff and the project applicant to gather information, review progress, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. HydroFocus will attend two meetings with County staff.

## **IV. SCHEDULE AND BUDGET**

### **1. Preliminary Schedule**

HydroFocus estimates that it will take approximately 6 weeks from authorization to proceed to conduct their peer review of Shaw's August 24, 2009 report, *Summary of Technical Findings, Clos de la Tech Vineyard and Winery Development Project, San Mateo County* and to provide their findings to LSA and the County. LSA projects that the ADEIR will be available for the County to review within approximately 2 months of authorization to proceed; the Final EIR will be ready for certification within approximately 5 months of authorization to proceed. LSA will endeavor to expedite activities that are within our control and will alert the County as submittal dates approach so that they can accommodate reviews of the documents in their schedule. After authorization to proceed, LSA will quickly schedule the start-up meeting and site visit. LSA will finalize the schedule with the County and project applicant at the project start-up meeting.

### **2. Preliminary Budget**

For completion of the scope of work set forth in this proposal, LSA's preliminary cost estimate is \$167,714. A detailed breakdown of the budget estimate is provided in Attachment 1.

11/11/1964

O:\PROPOSAL\09108-Clos de la TechCDLT Budget revised (2010.01.11).xls1/1/2010

**Attachment 1  
Clos de la Tech Winery Project EIR Preliminary Budget**

TASKS/SUBTASKS	Hourly Rate:	Principal-in-Charge (Cloro)	Project Manager (Brown)	Senior Planner	Principal Biologist (Foreman)	Senior Biologist (Lacy)	Biologist (Lichtwardt)	Biologist (Lee)	Biologist (Lohmann)	Global Climate Change (Chung)	Global Climate Change (Paukovits)	Word Processing	Graphics/GIS/Production	LSA Subtotal					Principal Engineer	Principal Hydrologist	Senior Hydrologist/Engineer	Assistant Hydrologist	Tech	GIS	HydroFocus Subtotal (see detailed scope and budget)	Team Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

# **Review of the Draft Environmental Impact Report and Supporting Documents for Clos de la Tech Winery**

## ***Approach***

We propose the following scope of work that will provide the San Mateo County Planning Department with an objective review of hydrologic analyses associated with the Clos de la Tech Winery project. We propose to review the DEIR and supporting technical documents, public comments, relevant data, assumptions, methods and results reported by Shaw Environmental.

### **Specific tasks include the following.**

1. Attend a meeting and site visit with staff from San Mateo County Planning Department. We shall:
  - 1.1. Discuss approach, schedule, information and data availability and key technical issues.
  - 1.2. Prepare a list of additional (if necessary) information, models and data that should be requested from the Applicants
2. Once the available information, data and models are obtained, we will review that information and the DEIR and technical support documents. Specific tasks descriptions follow. For each task, will conduct a detailed review in an attempt to fully understand Shaw's methodology and interpretation of results.
  - 2.1. We will review assumptions related to the hydrogeologic and geologic setting. This will include review of the DEIR and supporting technical documents and cited references and other relevant USGS and State authored documents. We assume that the County will provide relevant documents authored by private consultants.
  - 2.2. We will review the Shaw's conceptual Geo-Hydro model and underlying assumptions. Specific areas to address include the following.
    - The presence of a massive and extensive basalt that isolates groundwater beneath the Clos de la Tech ridge from Langley Creek and Woodhams Creek groundwater.
    - Water table profiles and groundwater flow directions
    - Groundwater recharge rates and locations
    - Variations in groundwater quality used to support the concept of isolated groundwater.
    - Interpretation of short-term water-level fluctuations.
 If appropriate, we will also develop alternative interpretations of geology, groundwater levels, stream/spring flow, groundwater budgets and recharge, and groundwater quality.

2.3. We will review Shaw's findings for Best Management Practices, soils, runoff and the Bay Area TR-55 Hydro model. Our review will include evaluation of documentation, input files and assumptions for the Hydro models. We also assess the DEIR's evaluation of soil erosion and proposed mitigation measures.

Key questions we will seek to answer follow.

- Have appropriate methods been utilized? The DEIR states the use of both continuous (BAHM) and event-based (TR-55) hydrologic methods.
- Has appropriate data characterizing site soils, land cover, topography, flow patterns, precipitation, and runoff been utilized to represent pre-project conditions?
- Similarly, are post-project conditions accurately characterized and quantified for hydrologic model assessment and have appropriate model parameter values been selected to represent both baseline and post-project conditions including both unpaved and paved roads.
- Are flow control BMPs properly sized and located to achieve mitigation goals?

Examples of the issues that will be analyzed, reviewed, and discussed include the treatment of unpaved roads as pervious surfaces in the Bay Area Hydrology Model and the application of weighted Curve Numbers in the TR-55 procedure. Both of these assumptions tend to narrow the computed difference between pre-project and post-project runoff and may lead to undersized flow control BMPs that do not meet flow duration control standards.

2.4. We will review hazard material assumptions and conclusions. Specifically, we propose to review the assessments of pesticide mobility and reevaluate the potential for pesticide movement to groundwater and surface water.

3. We will prepare questions and attend a meeting with Shaw Environmental and their subconsultants to discuss questions that arose during the preliminary review.
4. Depending on the outcome from Task 3, additional information may need to be requested from Shaw or their subconsultants. That information will be obtained and reviewed accordingly.
5. We will complete an overall review of the technical documents and available supporting information and prepare a Peer Review Memorandum. If technical shortcomings are identified, we will provide recommended tasks or actions needed to address and mitigate the shortcomings
6. We will help the County respond to comments on the DEIR.
7. We budgeted for 2 additional meetings with County staff and which may include members of Shaw Environmental study team. We will prepare a follow-up memorandum that summarizes the outcomes from the meeting along with a list of recommendations for additional activities if necessary.
8. We will attend up to four public meetings.

.If necessary, subsequent work can be discussed with the County and recommended if additional technical assistance, participation in additional meetings, public debates, agency discussions, responses to public comments that are beyond the effort described here are required.

## ***Estimated Costs***

<b><u>Task</u></b>	<b><u>Estimated Cost</u></b>
1. Attend meeting and site visit with staff from San Mateo County Planning Department, discuss approach and prepare list of additional information needed	\$ 4,187.60
2.1 Review assumptions related to the hydrogeologic and geologic setting	\$ 992.00
2.2 Review the Shaw's conceptual Geo-Hydro model and underlying assumptions	\$ 4,116.00
2.3 Review Shaw's findings on BMPs, soils, runoff and the Bay Area TR-55 Hydro model	\$ 9,466.32
2.4 Review hazard material assumptions and conclusions	\$ 1,056.00
3.0 Prepare questions and attend a meeting with Shaw Environmental	\$ 5,739.60
4.0 Review additional materials	\$ 1,743.12
5.0 Prepare Technical Memorandum	\$ 10,511.72
6.0 Respond to comments on DEIR	\$ 7,148.48
7.0 Twp meetings with San Mateo County personnel and follow up memorandum	\$ 1,984.00
8.0 Four public meetings	\$ 4,544.00
Total	\$ 51,488.84



**Addiitonal** tasks may include:

1. Provide additional technical support to County staff on issues pertaining to the DEIR or public comments.
2. Attend additional meetings with the County or applicant
3. Prepare for and attend public meeting(s) with County staff
4. Provide technical assistance to the County to prepare responses to public comments on the DEIR.

Following submittal and discussion of the Phase-1 Peer Review Memorandum, a scope and budget will be provided to the County for any additional Phase-2 tasks deemed necessary by the County.