

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.21
(ID # 18506)

MEETING DATE:
Tuesday, April 05, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement with Dudek for the environmental impact service and report for the Ben Clark Training Center through December 31, 2023, and approve the use of DIF Fund 30501 to conduct the study, and authorize the Chair of the Board to sign the Agreement on behalf of the county. All Districts. [Total Cost - \$844,193; Include up to \$67,836 in Additional Compensation] - 100% DIF Fund

RECOMMENDED MOTION: That the Board of Supervisors:

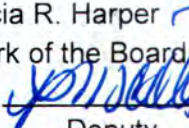
1. Approve and authorize the chair to sign the Professional Services Agreement with Dudek for the environmental impact study and report for the Ben Clark Training Center to assess the land for the construction of the Riverside County Sheriff's Department Educational Campus through December 31, 2023 for a total cost of \$678,357; and,
2. Authorize the Executive Office to pay invoices from DIF Fund 30501 for this project including up to \$98,000 from the pre-qualified vendor, Cumming for professional support services; and,
3. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed a total of ten percent (10%) of the Dudek's agreement \$67,836.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 5, 2022
xc: Sheriff-Coroner-PA, E.O.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 50,000	\$ 794,193	\$ 844,193	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% DIF Fund			Budget Adjustment: No	
			For Fiscal Year: 21/22-23/24	

C.E.O. RECOMMENDATION: Approve

BR# 22-077

BACKGROUND:

Summary

The objective of the Ben Clark Training Center (BCTC) Modernization project (“Project”) is for Riverside County to construct a new state-of-the-art training and educational campus for public safety, government, and educational partners to train and equip public safety personnel with effective law enforcement and emergency management response tools and techniques. This Project relates to the Quitclaim Deed between the county and the U.S. Air Force which requires the use of approximately 375 acres of land to be maintained for law enforcement and emergency management response purpose. The Project is constrained by land use restrictions for surrounding real estate as per the conditions of the Quitclaim Deed with the U.S. Air Force. The environmental impact study is necessary to satisfy all the requirements set forth in the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and obtain full environmental clearance/approval for the Project at BCTC.

The Project will address the immediate and future training and regional operations requirements of law enforcement and emergency management response personnel from the Riverside Sheriff’s Office (RSO), Riverside County Fire, California Highway Patrol (CHP), Emergency Management Department (EMD) Riverside Community College District (RCCD), and other potential Riverside County Department partners such as Code Enforcement. A collaborative facility planning effort will be undertaken jointly by these departments, in conjunction with the Executive Office, in order to prepare a Campus Master Plan. The county seeks to create a financial revenue stream to sustain the BCTC’s operations and maintenance requirements with a lifecycle capital improvement plan/program by bringing appropriate partners together to maximize the beneficial use of this campus for law enforcement and emergency management response.

Once the EIR is complete, the Sheriff’s Department will bring the EIR before the Board to seek approval. A plan will be developed based on available funding to then proceed into the design and construction phases of the project. The county will seek to maximize participation and competition from the private sector on their input to drive innovation in the planning, design, and construction phases of this Project to minimize the impact it has on adjacent properties.

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Contract History and Price Reasonableness

The Request for Proposal (RFP) # SHARC 472 for the Environmental Impact Report (EIR) for the Ben Clark Training was issued on December 15, 2021 by the Riverside County Purchasing Department on behalf of the Sheriff's Department. The proposal was advertised, and one hundred (100) invitations were sent to potential bidders, fifty-four (54) downloaded the bid, and one (1) vendor submitted their proposal. The bid was evaluated by a team of Sheriff's personnel and the bid response was assessed based on the criteria set forth in the RFP: overall response to the RFP requirement, bidders experience and ability, cost and fees, reference, and financial. As a result of the proposal, the vendor was awarded the contract.

The cost of the environmental impact study covering approximately 375 acres is \$678,357. The Department would also like to request a 10% contingency in the amount of \$67,836 for a total cost of \$746,193 to cover unforeseen requirement and services resulting from the impact study.

Upon Board approval of this Project, the vendor will proceed with the study and produce the EIR report, ensuring that the EIR will satisfy all State and County legislative and regulatory requirements. The report will also address key community concerns and important issues to residents, businesses, and property owners. It will consider stakeholder input, and integrate county direction advisories, and all subsequent updates to any new requirements that may affect EIR content within the project time frame.

Additional Fiscal Information

The Department will establish a contract with Cumming in the amount of \$98,000 for professional service and support to oversee this project on behalf of the Department. Cumming is included as part of the Pre-Qualified Architectural and Engineering Design Professional Consultants list as an approved vendor (Item 3.16; 6/29/21). The vendor has extensive experience supporting several local municipalities and public agencies on projects similar to this, and their knowledge is critical to ensure all compliances are met.

The department is requesting to spend a total of \$844,193. This amount includes the service cost, 10% contingency, and Cumming's professional support cost. The total cost for the environmental impact study and professional support will be funded through the DIF Fund 30501. The DIF Fund is managed by the Executive Office.

Cost Breakdown

Vendor	Full Amount	10% Contingency	Total Request
Dudek	\$ 678,357	\$ 67,836	\$ 746,193
Cumming	\$ 98,000	\$ -	\$ 98,000
Total Request			\$ 844,193

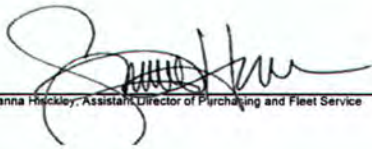
Impact on Residents and Businesses

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Development of the Ben Clark Training Center will help Riverside County meet its obligations to protect public safety by creating a regional hub for training and operations of law enforcement and emergency management response. It will assist our County public safety agencies, along with external partners such as RCCD and potentially the CHP, to better collaborate and increase efficiencies in training and operations. The EIR will be publicly circulated for review so that all parties potentially interested in the development of this property will have an opportunity to comment, which will further the development of the best project possible.

ATTACHMENT:

Professional Services Agreement – 3 copies



Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

3/11/2022



Rebecca S. Cortez, Principal Management Analyst

3/16/2022

PROFESSIONAL SERVICE AGREEMENT

for

**SERVICES FOR
ENVIRONMENTAL IMPACT REPORT**

between

COUNTY OF RIVERSIDE

and

DUDEK



APR 05 2022 3.21

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This Agreement is made and entered into this ____ day of ____, 2022, by and between DUDEK, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through **December 31, 2023**, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **(six hundred seventy-eight thousand three hundred fifty-seven dollars and zero cent - \$678,357.00)** annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Project Management Office

4095 Lemon Street, 2nd Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-92652-001-12/23; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff’s (PMO)
4095 Lemon Street, 2nd Floor
Riverside, CA 92501

CONTRACTOR

Dudek
3615 Main Street, Suite 103
Riverside, CA 92501

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies

of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Jeff Hewitt
Jeff Hewitt, Chairman
Board of Supervisors

Dated: APR 05 2022

DUDEK

DocuSigned by:
By: Joseph Monaco
67A12CB5F28F42F...
Name: Joseph Monaco
Title: President/CEO

Dated: 3/2/2022 | 3:04:46 PM PST

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Kristine Bell-Valdez
Deputy County Counsel

Exhibit A
Scope of Service

1. BEN CLARK TRAINING CENTER (BCTC) OBJECTIVES

- A. The objective of the Ben Clark Training Center (BCTC) project ("Project") is for Riverside County ("County") to construct a new state-of-the-art training and educational campus for public safety, government, and educational partners to train and to equip public safety personnel with effective law enforcement and emergency management response tools and techniques for the immediate and foreseeable future.
- B. The purpose of the environmental services scope of work is to prepare, submit and complete the environmental documents anticipated by the prospective EIR services firm necessary to satisfy the environmental requirements for the BCTC. The completed environmental documents delivered by the selected EIR services firm shall satisfy all requirements set forth in the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and obtain full environmental clearance / approval for the BCTC.
- C. The Quitclaim Deed between the County and the U.S. Air Force requires the use of approximately 375 acres of land to be maintained for law enforcement and emergency management response purposes. The BCTC project is constrained by land use restrictions for surrounding real estate as per the conditions of the Quitclaim Deed with the U.S. Air Force.
- D. The BCTC project objectives are as follows:
 - 1) Address the immediate and future training requirements of regional law enforcement and emergency management response personnel from the Riverside Sheriff's Office, Riverside County Fire, California Highway Patrol (CHP), Riverside Community College District (RCCD), and other Riverside County Departments. In conjunction, the County seeks to create a financial revenue stream to sustain BCTC's operations and maintenance requirements with a lifecycle capital improvement plan / program.
 - 2) Provide a first-class regional public safety training center that is nationally recognized for quality of training and facilities and is capable of regular in-person, physical distancing in-person and remote- learning classes and training opportunities.
 - 3) Complete a Campus Master Plan for approximately 375 acres with site grading, drainage, pavements, hardscape, curbs, gutters, utilities, buildings, ranges, vehicular tracks, and landscape to resolve existing critical infrastructure deficiencies with a wholistic approach that considers the entire BCTC experience.
 - 4) Construct new buildings with the latest technology available and contain best-in-class cost-savings efficiencies available in the industry.

- 5) Maximize market participation and competition and seek private sector input to drive innovation in planning, design, and construction and to minimize operational and maintenance costs.
 - 6) Maintain cost and schedule certainty along with optimization of facility lifecycle costs from the initial planning and design phases through construction completion, occupancy, maintenance, and operation.
 - 7) Minimize community and environmental impact and provide world-class daily operational standards throughout the BCTC campus including cleaning, waste collection, tenant coordination, deliveries and minimize impact to adjacent properties.
- E. The County's BCTC objectives recognize constraints and limitations including, but not limited to, the following:
- 1) Given the impacts of COVID-19 on the County's Budget, limited capital funds are available for direct investment.
 - 2) Limited capital is available for upfront contributions from current stakeholders such as Riverside County Fire, CHP, and RCCD.
 - 3) Limited but growing internal RSO procurement staff to manage BCTC program delivery.

2. EXISTING CONDITIONS

- A. By routine daily operations, BCTC provides a highly rated Peace Officer Standards and Training (POST), basic peace officer training academy and a large assortment of advance peace officer training curriculum and fire service courses (in partnership with Riverside County Fire) on a property that spans over 375 acres on the former March Air Force Base Property in Riverside, California.
- B. Current student feedback is that BCTC coursework and curriculum are highly rated. However, BCTC facilities and surrounding property are rated very low consistently. In fact, numerous governmental agencies outside of the County have openly commented that their staff could be trained elsewhere due to the poor condition of BCTC buildings and property.

3. GENERAL

- A. The selected firm shall complete the Environmental Impact Report (EIR) for Ben Clark Training Center (The "Project"). The selected EIR firm shall assist the County from the planning process through certification of the EIR by the Riverside County Board of Supervisors. The selected EIR firm shall produce documentation in written, graphic, and digital format for the EIR. Committee participation, open forums, and the public review process shall inform and validate the document and comply with CEQA requirements. The EIR shall identify the potential impacts to the environment based on the land use changes required by the BCTC. Any studies required for the preparation of the EIR, such as a traffic

- study to identify traffic impacts due to the land use changes, and any other necessary background studies, shall be the responsibility of the selected EIR services firm.
- B. The selected EIR services firm shall develop its own Scope of Services based on project understanding and experience. The County is flexible regarding the EIR process that can best be applied to achieve the County's desired objectives listed above.
 - C. The selected EIR services firm shall ensure that the EIR satisfies all State and County legislative and regulatory requirements, addresses key community concerns and important issues to residents, businesses, and property owners, considers stakeholder input, and integrates County direction advisories, and all subsequent updates to any new requirements that may affect EIR content within the project time frame.
 - D. The EIR planning process will require interactive meetings, planning charrettes, open forums, workshops, and presentations and the County's project management team will be responsible for the day-to-day coordination process with the EIR services firm.
 - E. The EIR services firm will be responsible for participating in a public scoping meeting, along with other community input meetings as requested, to allow the community to identify issues that are to be addressed in the environmental documents. County staff will schedule the meetings, but the EIR services firm will be responsible for a major part of the presentation. The EIR services firm is also required to participate in public hearings for the document during the public review period.
 - F. The selected EIR services firm shall provide file sharing services as necessary.
 - G. All documents shall be prepared in a user-friendly format. The final PDF document must be formatted such that it is searchable and can be viewed on both mobile devices and desktop computers.
 - H. The selected EIR services firm shall work with County staff to ensure that all appropriate documents are translated and shall provide written translation services (in Simplified and Traditional Chinese, Korean, Japanese, Vietnamese, Farsi, Arabic, and Spanish as necessary).
 - I. The selected EIR services firm shall provide a draft project schedule in electronic format.
 - J. The property shall be recorded on State of California Department of Parks and Recreation Series 523 Forms (DPR forms), and shall be evaluated in consideration of NRHP, CRHR, and Riverside County landmark designation criteria and integrity requirements.
 - K. It appears that the BCTC developed as a single complex over time and shall require recordation as a single historic age property under this scope of work. Should any additional resources be identified because of the survey requiring recordation and evaluation a budget augment shall be required to address the resources.

- L. The selected EIR services firm shall prepare and deliver tiered project specific CEQA and NEPA compliant documents, which compare the new land use and changes to the existing land use.
- M. The selected EIR services firm shall be responsible for producing all EIR-related meeting minutes and associated handouts in an electronic format consistent with the County's standards.
- N. The selected EIR services firm shall Manage and provide quality control for all aspects of the preparation of the environmental documentation.
- O. The selected EIR services firm shall conduct a review of available credits within agency approved mitigation banks and in lieu fee programs to determine if credits are available meeting project requirements. The selected EIR services firm shall provide a summary of options and estimated costs.
- P. The selected EIR services firm shall attend all community/stakeholder meetings, briefings, public meetings, and public hearings with County committees, commissions, and County Council to discuss the document as directed by the County.
- Q. The selected EIR services firm shall coordinate with County staff and consultants and consult with all applicable local utility companies and local, regional, and state agencies.

4. RESPONSIBILITIES

1. Environmental Evaluation

- a) The selected EIR services firm shall prepare the appropriate Environmental Documents to meet all requirements set forth in the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).
- b) The selected EIR services firm shall take a lead role in securing environmental clearance and determining the appropriate type of Environmental Document(s) needed to obtain compliance with CEQA and NEPA. Environmental permit approvals shall be completed to ensure that all Federal, State, and local environmental policy requirements are met, and all necessary permits are identified.
- c) The main purpose of the EIR is to thoroughly and accurately analyze the environmental impacts of the proposed project with respect to resources not eliminated during preparation of the Initial Study (IS), which in this case would include aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation, tribal cultural resources, utilities and service systems, and wildfire.
- d) The selected EIR services firm shall conduct an environmental evaluation to identify potential environmental impacts and issues. The selected EIR services firm shall prepare a Initial Study

(IS), Notice of Preparation (NOP), Administrative Draft EIR, Public Draft EIR, Mitigation Monitoring and Report Program (MMRP) and Final EIR, at minimum.

- e) The selected EIR services firm shall conduct any necessary environmental technical studies and analyses, including but not limited to: Aesthetics, Agriculture Resources, Air Quality, Biological Resources, Cultural Resources, Tribal Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Utilities and Service Systems, Wildfire, Mineral Resources, Noise, Population and Housing, Agriculture and Forestry Resources, Recreation, Public Services, Fire Control, Transportation/Traffic, Cumulative Impacts, and possible mitigation measures.
- f) The EIR shall include or encompass the following at minimum: Table of Contents, Introduction, Executive Summary, Project Description, Environmental Impact Analysis, Initial Study, Summary of Impacts and Mitigation Measures, Cumulative Analysis (for each topic area to include short-term construction related impacts and consideration of cumulative conditions), Thresholds of Significance, Mitigation Measures, Climate Change Analysis, Health Risk Assessment (Construction Health Risk Assessment, Operational Health Risk Assessment), Alternatives to the Proposed Project (three alternatives, including the No Project Alternative), Mandatory CEQA Sections, Other CEQA Considerations, Technical Analysis (Jurisdictional Delineation Report, Aesthetics/Visual Simulations, Air Quality Assessment, Greenhouse Gas (GHG) Emissions Assessment, Energy Analysis, Site Reconnaissance and Habitat Assessment, Biological Resources Technical Report, Determination of Biologically Equivalent or Superior Preservation (DBESP) Report, Rare Plant Surveys, Water Quality Certification/Waste Discharge Requirement, Streambed Alteration Agreement, Cultural Resources Report, Archaeological Resources Report, Hydrology and Water Quality Report, Built Environment Inventory and Evaluation Report), Responses to Comments, Preparers and Contributors, References and Acronyms, Bibliography, Appendices and Mitigation Monitoring and Reporting Programs (MMRP).
- g) The selected EIR services firm shall coordinate with County staff to comply with AB 52 pertaining to Native American Tribal Cultural Resources.
- h) The selected EIR services firm shall prepare alternate designs identifying improvement needs.
- i) The issues described in the Initial Study shall be addressed in the EIR. Other issues to make the EIR a complete document in compliance with CEQA and the State CEQA guidelines shall also be addressed.
- j) Identified impacts shall be specified as significant or insignificant pursuant to CEQA and state CEQA guidelines, as well as criteria set forth by the County. Any offsite impacts of the project shall be addressed, and mitigation measures recommended.
- k) Mitigation measures shall be detailed and tailored specifically to the BCTC project. Two types of mitigation measure shall be presented: measures addressing impacts related to the primary impacts as well as impacts related to offsite impacts associated with the project.

- l) The analysis of alternatives, although a largely qualified component, shall incorporate pertinent detailed information to make for as meaningful a comparison to the proposed project as possible.
- m) At minimum, the EIR shall establish accurate existing baseline and realistic future buildout conditions, develop and analyze up to three reasonable project alternatives (i.e., land use and circulation), evaluate potential impacts associated with the increase in development, determine the resulting preferred land use plan/project alternative, discuss growth inducing and cumulative impacts, and significant, unavoidable impacts, if any, and identify feasible mitigation measures to protect and improve environmental quality.
- n) The selected EIR services firm shall consolidate all available information and project-specific details to prepare a comprehensive project description (as appropriate for the CEQA documentation). The first draft of the project description shall be provided for the County's review and comment in electronic copy (Microsoft (MS) Word and PDF). Upon receipt of the finalized project description with incorporated comments, the selected EIR services firm shall provide a complete, finalized project description for use in preparation of the Initial Study (IS), Notice of Preparation (NOP), and EIR in electronic copy (Microsoft (MS) Word and PDF).
- o) The selected EIR services firm shall assist the Sheriff's Department with providing the Final EIR at least 10 days prior to consideration for certification by Sheriff's Department to any commenting public agency and any member of the public who has requested the document (up to 5 copies). The selected EIR services firm shall provide the Sheriff's Department copy of the Final EIR, and technical appendices for posting to their website. Once the EIR has been certified, the selected EIR services firm shall prepare a Notice of Determination (NOD) and assist Sheriff's Department with filing the NOD with the SCH and the Riverside County Clerk.
- p) The EIR shall be clearly written and avoid the use of technical jargon so that the document is easily accessible to decision makers and the public. The analysis of issues shall be through yet concise. Additionally, the format and content of the EIR shall facilitate and streamline environmental review of future projects within the County. The methodology and criteria used for determining the impacts shall be clearly and explicitly described in each section of the EIR, including any assumptions, models, or modeling techniques used in the analysis.

2. Project Management, Communication, Meetings and Coordination

- a) The selected EIR services firm shall provide operational and coordination activities as necessary to ensure the EIR process remains on schedule and within budget. Project Management and Administration activities include but are not limited to task start-up, project/task timeline (e.g., Gantt chart, MS Project), project budget and milestone/schedule tracking with agreed-upon scope or task adjustments (as necessary), status updates, and ongoing coordination with the EIR services firm team(s) and County's project manager.
- b) Due to the expedited nature of this project, effective collaboration between the County and the selected EIR services firm shall be a key element for the success of this project. In keeping with this, frequent and intensive project management activities and project status meetings shall be

required with periodic public meetings and hearings, including coordination with Native American Tribes.

- c) In close consultation with the County, the selected EIR services firm shall be responsible for project management activities to include, but not limited to, oversight, scheduling, reporting, coordination meetings, record keeping and quality assurance.
- d) The selected EIR services firm shall conduct one (1) kick-off meeting with County staff, to schedule and discuss issues such as the project goals, opportunities, constraints, information needs, roles, responsibilities, required deadlines and expectations. The purpose of the kick-off meeting is to review the project description, refine the project schedule, establish communication protocols and to provide the County with relevant presentation content, including a CEQA process flowchart, and the environmental issue areas. Following the kick-off meeting and upon receipt of project information, the selected EIR services firm shall prepare a data request for outstanding information required to adequately analyze potential environmental impacts resulting from the proposed project.
- e) The selected EIR services firm shall conduct one (1) scoping meeting to solicit public input regarding the scope and content of the EIR. Scoping meeting attendees, if they would like to provide comments, shall be encouraged to submit comments via email or postal service mail by the close of the Notice of Preparation (NOP) comment period to the County with (Initial Study review). The selected EIR services firm shall provide an overview of the CEQA process, complete a MS PowerPoint presentation of the anticipated environmental the topics to be analyzed by the EIR, and answer questions raised by the public regarding the CEQA process. The selected EIR services firm shall provide a written summary of comments made during the scoping meeting and provide a final PDF copy for posting on the County's website after all reviews are complete.
- f) The selected EIR services firm shall collaborate with County staff on the development of the PowerPoint presentations and/or exhibits/handouts/other informational materials for the project website, community and stakeholder engagement meetings and workshops, amendment scoping session, CEQA EIR scoping session, project briefings, study sessions, and public meetings/hearings, Finance Commission, Transportation Commission, Community Services Commission, Planning Commission, and County Council for adoption purposes.
- g) The selected EIR services firm shall attend and document monthly meetings with County staff.
- h) The selected EIR services firm shall attend public meetings, hearings, and community workshops regarding Environmental Documents and Engineering Design.
- i) The selected EIR services firm shall attend County Council or Commission meetings to present findings as necessary.

3. ALTA & Topographic Surveys (Design Level Accuracy)

- a) The selected EIR services firm shall complete a full American Land Title Association (ALTA) survey showing all parcel boundaries, all property improvements and easements and their location. An ALTA survey is instrumental in identifying any potential risks related to the property.
- b) The selected EIR services firm shall complete a full site topographic survey to locate all surface features of a property and depict all natural features and elevations. The topographic survey shall provide a 3- dimensional map of the BCTC property and show all natural and man-made features and improvements, including their location, size, height, and any changes in elevation.
- c) The selected EIR services firm shall define and flag the boundaries of wetland resource areas adjacent to the project in accordance with the Army Corp of Engineers Guidelines.

4. Quality Assurance / Quality Control

- a) The selected EIR services firm shall complete effective and routine technical editing, document management, maintenance of files, and version control under each deliverable task.

5. Community Outreach

- a) The selected EIR services firm shall respond to the public's concerns and questions.
- b) The selected EIR services firm shall prepare presentation materials and assist with public outreach by preparing written outreach materials.

6. Data Collection and Review

- a) The selected EIR services firm shall research all information pertinent to the project such as applicable Code requirements, reports, plans, utility information, County data, and other documents to complete the project.
- b) The selected EIR services firm shall review all relevant studies.
- c) The selected EIR services firm shall collect new traffic counts as needed.
- d) The selected EIR services firm shall obtain a Geological Report prepared by a State of California licensed Geotechnical Engineer or Certified Engineering Geologist that includes, but is not limited to, geologic hazard evaluation for the proposed site, feasibility evaluation for the proposed improvements and preliminary design recommendations for the proposed improvements.
- e) The selected EIR services firm shall rely on its own independent assessments and investigation.
- f) The selected EIR services firm shall notify the County to obtain the County's permission for any onsite invasive testing and investigation.

- g) The selected EIR services firm shall review related County documents to aid in understanding local conditions and the community's needs and desires.

7. Jurisdictional Delineation Report

- a) The selected EIR services firm shall conduct a formal jurisdictional delineation (JD) of state and federal jurisdictional waters and shall be conducted throughout the project site and a 50-foot buffer (JD Study Area), where legally accessible, in accordance with the following agencies and regulations: 1) the U.S. Army Corps of Engineers (ACOE), pursuant to Section 404 of the federal Clean Water Act; 2) the Regional Water Quality Control Board (RWQCB), pursuant to Section 401 of the federal Clean Water Act and the Porter-Cologne Act; and 3) the California Department of Fish and Wildlife (CDFW) pursuant to the California Fish and Game Code. Based on a review of aerial imagery, the JD shall focus on the basin located in the southwestern corner of the project site. However, the remainder of the project site shall be evaluated for potentially jurisdictional resources that shall be delineated if detected.
- b) Jurisdictional waters of the U.S., including wetlands, shall be delineated in accordance with the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual (TR Y-81-1) (Environmental Laboratory 1987) and current published ACOE guidance at the time of the delineation report. Non-wetland waters shall be mapped at the ordinary high-water mark based on the procedures defined in ACOE's 2008 A Field Guide to Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States. Waters of the state shall be mapped in accordance with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State, adopted April 2, 2019. As described in these procedures, wetland waters of the state shall be mapped based on the procedures in ACOE's 1987 Corps of Engineers Wetlands Delineation Manual and its 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Areas under the jurisdiction of the RWQCB generally coincide with waters of the U.S.; however, isolated waters may be under the jurisdiction of the RWQCB as waters of the State as provided by the state Porter-Cologne Act. Additionally, riparian habitat associated with stream channels may be subject to the jurisdiction of CDFW. The selected EIR services firm shall utilize the User Manual for a Beta Streamflow Duration Assessment Method for the Arid West of the United States (Mazor et al. 2021) to determine if any stream channels detected within the JD Study Area are ephemeral.
- c) The selected EIR services firm shall examine vegetation, hydrology, and soils at each of the potential wetland/waters' sites. Several data stations shall be conducted in areas to determine the extent of the jurisdictional areas. Where the extent of these jurisdictional areas is questionable or unclear, additional data stations shall be completed. The 2018 ACOE National Wetland Plant List shall be used to determine the indicator status of plant species. Drift lines and drainage patterns shall be noted, where present. Munsell soil color charts shall be used to determine soil chroma and value.
- d) Soil pits shall be dug to depths ranging from 10 to 16 inches. Excavated soils shall be examined for evidence of hydric conditions, including low chroma values and mottling, vertical streaking, and high organic matter content in the upper horizon.

- e) The boundaries of the jurisdictional features shall be either delineated in the field using a Global Positioning System (GPS) with sub-meter accuracy or mapped directly onto a 1 inch = 200 feet scale aerial photograph when features are easily discernible on the aerial photograph (once the data stations are completed). All delineated features shall be portrayed on project maps of the JD study area.
- f) The selected EIR services firm shall prepare a stand-alone jurisdictional delineation (JD) report to support an Approved Jurisdictional Determination (AJD) and/or permitting that describes the existing conditions within the JD study area in compliance with Special Public Notice dated March 16, 2017, Minimum Standards for Acceptance of Aquatic resources Delineation Reports. The JD report shall support the approved jurisdictional determination request from the U.S. Army Corps of Engineers (ACOE).
- g) The delineation report shall include the Contact information for the applicant(s), property owner(s), and agent(s), Project location, JD methods, Results describing all aquatic resources, including a detailed table of each resource, A description of existing field conditions, A discussion of hydrology at the site, Soils descriptions, Required forms, Maps prepared consistent with the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (ACOE 2016), Photographs showing representative aquatic resources, Completed data station forms and Digital GIS data of the aquatic resources.
- h) Based on a review of aerial imagery, the basin in the southwestern corner of the project site is unlikely to be regulated by the U.S. Army Corps of Engineers (ACOE). ACOE may require the applicant submit a request for an Approved Jurisdictional Determination (AJD) to concur with the delineation. The selected EIR services firm shall submit the JD report and approved jurisdictional determination forms to the ACOE with a request for an approved jurisdictional determination. The selected EIR services firm shall coordinate with the ACOE and provide any additional data or analysis required to substantiate the findings. The ACOE shall issue an approved JD letter and publish the findings on their website.

8. Aesthetics/Visual Simulations

- a) The selected EIR services firm shall prepare an Aesthetics assessment. Pursuant to Riverside County and CEQA requirements and standards, the aesthetics assessment shall document and describe the existing environmental setting related to aesthetic resources, provide the regulatory context for the site and Project, and disclose potential impacts to existing views and visual character in accordance with significance thresholds established in Appendix G of the CEQA Guidelines.

9. Air Quality Assessment

- a) The selected EIR services firm shall prepare an assessment of the potential air quality impacts of the proposed project utilizing the significance thresholds in Appendix G of the CEQA Guidelines and the South Coast Air Quality Management District (SCAQMD) emissions-based thresholds as the basis.

- b) EIR services firm shall present the local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants. Current air quality conditions and recent trends in the South Coast Air Basin shall be described based on California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries.
- c) The selected EIR services firm shall identify the Federal, state, and local regulatory agencies responsible for air quality management, and summarize applicable federal, state, and local air quality policies, regulations, and standards.
- d) The selected EIR services firm shall estimate the emissions associated with construction of the proposed project as per the California Emissions Estimation Model (CalEEMod). The analysis of short-term demolition and construction emissions shall be based on scheduling information (e.g., overall construction duration, phasing and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the applicant and/or standardized approaches. The selected EIR services firm shall then evaluate the significance of the construction emissions based on the SCAQMD significance criteria.
- e) The selected EIR services firm shall also assess the proposed project's potential to cause or contribute to exceedances of ambient air quality standards at sensitive receptors near the proposed project using the SCAQMD's localized significance thresholds (LSTs). For projects with a total site area of 5 acres or less, the assessment may use a simple "lookup table" approach provided by the SCAQMD. The selected EIR services firm shall assume that the project would disturb less than 5 acres per day and the LST assessment shall use the lookup table approach provided by the SCAQMD and the construction emission estimates from CalEEMod. CalEEMod shall also be used to estimate project-generated operational criteria air pollutant emissions associated with mobile, energy, and area sources.
- f) The selected EIR services firm shall use the project-specific trip generation rates to estimate mobile source emissions. Energy and area source emissions (e.g., natural gas combustion and consumer products) shall be estimated using the default values in CalEEMod for the proposed project.
- g) The selected EIR services firm shall also estimate operational emissions from the firing range, driving track, and outdoor fire training facility using a spreadsheet-based model and emission factors from CARB or EPA. Emissions associated with the existing land uses to be demolished shall also be estimated to determine the net increase in emissions from the proposed project. If the existing building is vacant, it shall not be considered in the baseline under CEQA.
- h) The selected EIR services firm shall evaluate whether traffic associated with the project could lead to potential exposure of sensitive receptors to substantial localized concentrations of carbon monoxide (CO hotspots). The qualitative assessment shall compare the daily intersection traffic volumes provided in the traffic report prepared for the project to the SCAQMD 2003 Air Quality Management Plan carbon monoxide modeling for the worst-case intersections in the air basin.

- i) The selected EIR services firm shall evaluate additional Appendix G thresholds, including the potential for the proposed project to expose sensitive receptors to substantial pollutant concentrations, result in other emissions such as odors, or to impede attainment of the current SCAQMD air quality management plan.

10. Greenhouse Gas (GHG) Emissions Assessment

- a) The selected EIR services firm shall estimate the GHG emissions associated with construction of the proposed project using CalEEMod based on the same construction scenario utilized in the air quality analysis. Construction emissions shall be amortized and added to the operational emissions.
- b) The selected EIR services firm shall estimate project generated operational GHG emissions which may include those associated with mobile sources, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal. If project details are not available, default CalEEMod values shall be used to calculate direct and indirect source GHG emissions.
- c) The selected EIR services firm shall estimate the emissions associated with the existing land uses to be demolished to determine the net increase in emissions from the proposed project.
- d) The selected EIR services firm shall discuss the projects consistency with the County's Climate Action Plan. In addition, the selected EIR services firm shall discuss how the project complies with state regulations (Assembly Bill 32); General Plan goals, objectives, and policies for the Sheriff's Department to contribute to regional GHG reduction efforts; and applicable development standards that would increase energy efficiency, such as the California Building Code. The selected EIR services firm shall provide a qualitative post-2020 analysis to evaluate whether the project would impede the attainment of the 2030 and 2050 reduction goals identified in Senate Bill 32 and Executive Order S-3-05, respectively.

11. Energy Analysis

- a) The selected EIR services firm shall prepare an energy assessment for the project per Appendix G of the CEQA Guidelines to assess if the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, and/or (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Construction and operational energy consumption shall be assessed, which shall be quantified to the extent estimation methods and project-specifics are available. In addition to operational energy consumption for the project, energy consumption associated with operation of the existing land uses shall be estimated using CalEEMod default values.
- b) The selected EIR services firm shall estimate the net change in mobile, energy and source criteria energy consumption between the existing use and the proposed project. Project electricity and natural gas usage shall be estimated based on project specifics; CalEEMod default values shall be used, as appropriate, when project specifics are not available. Petroleum consumption shall be

estimated using CalEEMod and based on the same equipment and vehicle assumptions of the air quality and GHG emissions analysis. Project elements that would reduce the project's energy demand during construction and operations shall be identified in the analysis and quantified as available.

12. Site Reconnaissance and Habitat Assessment

- a) The project site is within the plan area of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) but is not located within a designated Criteria Cell. As such, the proposed project shall need to demonstrate consistency with MSHCP requirements; but is not subject to Reserve Assembly requirements.
- b) The selected EIR services firm biologists shall conduct a general survey of the project site and a 500-foot buffer, where legally accessible (study area), to identify existing biological resources and potential biological constraints. A general inventory of plant and wildlife species shall be assessed for riparian, riverine, and vernal pool habitat, as well as for connectivity to downstream conservation areas and detected by sight, calls, tracks, scat, or other signs, as well as a determination of potential sensitive species or resources that could occur within the study area. Special focus shall be placed on resources commonly accepted as regionally sensitive by the U.S. Fish and Wildlife Service's (USFWS), California Department of Fish and Wildlife (CDFW), and/or the MSHCP.
- c) The selected EIR services firm shall conduct a Step I habitat assessment for burrowing owl. If the habitat assessment yields suitable habitat, a Step II-A focused burrow survey and four (4) Step II-B focused burrowing owl surveys shall be conducted in accordance with the Burrowing Owl Survey Instructions for the Western Riverside MSHCP (RCA 2006). For the burrow survey, a qualified biologist shall walk uniform transects throughout the project site and a 500-foot buffer of the site (where access is authorized) and document any potential burrowing owl habitat on site (i.e., relatively open habitat with low gradients and burrow resources, which includes burrows or manmade structures 4 inches or greater in diameter) with a GPS unit. The selected EIR services firm shall conduct surveys for burrowing owl on four separate days conducted during the breeding season (March 1 – August 31) within the MSHCP burrowing owl habitat assessment area (approximately 130 acres).
- d) Based on a review of the aerial photography, the basin in the southwestern corner of the project site contains up to 10 acres of potentially suitable habitat for least Bell's vireo. As such, the selected EIR services firm shall conduct a protocol-level presence/absence surveys for least Bell's vireo. The survey shall be conducted in accordance with the Least Bell's Vireo Survey Guidelines (USFWS 2001). A recovery permit pursuant to Section 10(a)(1)(A) is not required to conduct presence/absence surveys for least Bell's vireo, provided that the January 19, 2001, survey protocol is followed, and vocalization tapes are not used. The selected EIR services firm shall conduct surveys between April 10 and July 31, between dawn and 11:00 a.m. Surveys shall be conducted by a qualified biologist familiar with least Bell's vireo songs, calls, and plumage.
- e) The selected EIR services firm shall assess BCTC site for a habitat suitable for plants not covered by the MSHCP. The BCTC is not within the MSHCP survey area for the Narrow

Endemic Plant Species Survey Area or the Criteria Area Plant Species Survey Area. The selected EIR services firm shall complete focused surveys should suitable habitat exist for plant species not covered by the MSHCP.

- f) In accordance with the MSHCP, the habitat assessment shall include an evaluation of the site for suitability for listed fairy shrimp species. Based review of aerial imagery, the selected EIR services firm shall assume that the site supports suitable habitat for listed fairy shrimp species and focused surveys would not be required. The selected EIR services firm shall confirm. Although unlikely, if suitable habitat for fairy shrimp is identified based on the results of the habitat assessment, the selected EIR services firm shall provide those services.

13. Biological Resources Technical Report

- a) The selected EIR services firm shall summarize biological survey results in a biological resources technical report for an approximately 375-acre project site with a 500-foot buffer. The report shall incorporate the results of the field survey and any focused surveys, including a discussion of the survey methodology, limitations, results. The biological resources technical report shall also include an analysis of the proposed project's consistency with the MSHCP and shall address, as necessary, the Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, Guidelines Pertaining to the Urban/Wildlands Interface and Additional Survey Needs and Procedures (i.e., Burrowing Owl).
- b) The selected EIR services firm shall prepare a biological resources technical report that shall include an analysis of the project's consistency with the MSHCP, consistent with the County of Riverside Environmental Programs Department requirements. As a part of the Ben Clark Training Center School of Public Safety, recent biological surveys have been conducted in the northern segment of the project site. To the extent practicable, the selected EIR services firm shall review the survey results from this project to complete their analysis.
- c) A portion of the project site is located within the MSHCP burrowing owl survey area; therefore, in accordance with the MSHCP, a habitat assessment must be conducted for burrowing owl with focused surveys being required if suitable habitat is present. In addition, the MSHCP requires an assessment of riparian/riverine and vernal pool habitat and an assessment of suitable habitat that could support MSHCP riparian birds and listed fairy shrimp. If suitable habitat is present for any of these species, focused surveys would be required during the appropriate survey season.
- b) The selected EIR services firm shall describe vegetation communities and special-status biological resources in terms of their regional significance and presence on site, including an estimate of observed special-status species' population size and condition. The report shall address special status biological resources observed during the survey or deemed to have potential to occur on site to the degree that they may constrain the project.
- e) Following receipt of the final project construction footprint (in CADD or GIS shapefiles), the report shall also include an impacts analysis in accordance with CEQA and other applicable county, state, and federal laws. The selected EIR services firm shall recommend specific

avoidance, minimization, and mitigation measures for impacts identified that reduce impacts to a level below significance, if possible.

- f) The selected EIR services firm shall prepare graphics to illustrate the location of the site, the existing biological conditions, and the proposed project impacts relative to the existing project design.
- g) The selected EIR services firm shall identify the potential for special-status species that are known to occur or may potentially occur in the vicinity of the site. The selected EIR services firm shall review the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Data Base, U.S. Fish and Wildlife Service's (USFWS) Environmental Conservation Online System, and California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants. The selected EIR services firm shall also review their internal geographic information system (GIS) biological resources database, and historical and current aerial photographs, as appropriate. In addition, the selected EIR services firm shall review historical aerial photography, which may indicate existing site disturbance in the form of past agricultural production.

14. Determination of Biologically Equivalent or Superior Preservation (DBESP) Report

- a) The selected EIR services firm shall prepare a Determination of Biologically Equivalent of Superior Preservation (DBESP) report prior to project implementation if the habitat assessment identifies unavoidable impacts to riparian/riverine habitat. The selected EIR services firm shall coordinate with the Sheriff's Department regarding mitigation opportunities for the project. The proposed mitigation shall be reviewed for compliance with the requirements of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and recommendations provided if adjustments are needed.
- b) The selected EIR services firm shall prepare a DBESP report summarizing the impacts to riparian/riverine habitat and proposed mitigation in accordance with MSHCP requirements.

15. Rare Plant Surveys

- a) The selected EIR services firm shall review the physical characteristics of the project areas (including biogeography, elevation, soils, etc.) and records from the California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California to compile a list of species with potential to occur on site, referred to as "target species." This list includes special-status plants (listed species and California Rare Plant Rank [CRPR] 1 or 2 species) with potential to occur that have been recorded within the on-site U.S. Geological Survey quadrangles and the surrounding nine quadrangles.
- b) The target species shall be grouped based on their blooming period to determine which groups of plants could be observed at the same time. Botanical survey schedules vary depending on weather patterns during the prior year and shall be finalized based on reference population

verification, discussed below. Given the typical blooming periods of these species, the selected EIR services firm shall assume that all potential target species can be surveyed in two survey passes.

- c) The selected EIR services firm shall complete focused special-status plant surveys that conform to the CNPS Botanical Survey Guidelines (CNPS 2001); Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018); and the U.S. Fish and Wildlife Service's General Rare Plant Survey Guidelines (Cypher 2002). All plant species encountered during the field surveys shall be identified to subspecies or variety, if applicable, to determine sensitivity status. If target species are encountered, field personnel shall record data points demarcating the edge of the polygon and assess population numbers using the Esri ArcGIS mobile application.
- d) The selected EIR services firm shall report the results of the focused special-status plant surveys in the Biological Resources Technical Report. The Biological Resources Technical Report shall include the methodology, results of the survey, site photographs, and a map depicting the location of any special- status species detections.

16. Water Quality Certification/Waste Discharge Requirement

- a) Section 401 of the Clean Water Act (CWA) requires that any discharge of dredged or fill material into waters of the U.S., including wetlands, not violate state water quality standards. A water quality certification must be obtained as a condition of Section 404 of the CWA before the ACOE shall issue the 404 NWP. Additionally, for fill of waters of the State only, in accordance with the Porter-Cologne Act, a Water Discharge Requirement (WDR) is required. A written request for a Section 401 Water Quality Certification or WDR shall be submitted to the RWQCB, based on the results of the pre- application coordination effort. A pre-application meeting is required 30-days prior to submittal of the application.
- b) The 401 Water Quality Certification/WDR request shall include a completed application form, a detailed project description, purpose and overall goal of the project, project schedule, a description of project impacts, special-status species, aquatics resources delineation, a description of best management practices to avoid construction and long-term erosion and sedimentation or discharge of pollutants into stormwater, a discussion of the approvals to be obtained from other federal, state, and local agencies.

17. Streambed Alteration Agreement

- a) The selected EIR services firm shall prepare a Section 1602 Streambed Alteration Agreement (SAA) application for submittal to CDFW (Inland Deserts, Region 6) because the BCTC project may result in permanent impacts to waters of the state under the jurisdiction of California Department of Fish and Wildlife (CDFW).
- b) The Streambed Alteration Agreement shall include, but is not limited to, the following: completed notification form, detailed project description, description of project impacts, and

discussion of the approvals and certifications to be obtained from other federal, state, and local agencies.

- c) The selected EIR services firm shall prepare a draft application for review, comment, and approval by the County before the selected EIR services firm submits the application to the Environmental Permit Information Management System (EPIMS).

18. Cultural Resources Report

- a) The selected EIR services firm shall complete a CEQA document section summarizing the results of the records search, Native American coordination, and background research. The Cultural Resources section shall discuss the BCTC's potential impact on historical and archaeological resources under CEQA and shall provide mitigation measures and best practice recommendations as appropriate.
- b) The selected EIR services firm shall initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for any known Native American resources identified within the BCTC. The NAHC typically responds with a current Contact List of tribal individuals and organizations that may have additional information concerning resources in the vicinity. Given that the EIR scope of work is CEQA-based, no follow up communications shall be initiated by the selected EIR services firm with NAHC-listed tribes. Formal consultation with Native American tribes pursuant to Assembly Bill (AB) 52 shall be completed by County staff.
- c) The selected EIR services firm shall summarize the NAHC and tribal outreach results, and the County's efforts concerning AB 52, including notification and consultation with applicable tribes in the CEQA document. In addition, the Cultural Resources section shall provide a brief analysis of potential project-related impacts to Tribal Cultural Resources in conformance with CEQA and shall provide mitigation measures and recommendations as appropriate.

19. Archaeological Resources Report

- a) The selected EIR services firm shall survey the BCTC site for both archaeological and historic built environment resources. The selected EIR services firm shall research, survey, and incorporate previous California Historical Resources Information Systems (CHRIS) records for the BCTC area plus a one-half-mile radius. The archaeological and historic survey shall focus on areas planned for project use and shall utilize previous technical findings from the Hazardous Fuel Reduction projects, as appropriate, such as the Eastern Information Center (EIC) completed in January 2020.
- b) The selected EIR services firm shall document the results of the archaeological resources investigation in a County compliant report. The report shall include a project location and description, regulatory context, review of geomorphic information for suitability to support unanticipated cultural resources, a summary of records search results and a Native American

Heritage Commission (NAHC) search, a discussion of impacts to cultural resources, and recommended mitigation.

20. Hydrology and Water Quality Report

- a) The selected EIR services firm shall prepare a Hydrology Technical Study to define existing and proposed site drainage patterns and complete a hydrologic analysis per appropriate hydrologic standards and guidelines.
- b) The selected EIR services firm shall conduct peak flow and total volumetric flow analyses for the project site under existing and proposed conditions using the County of Riverside's Synthetic Unit Hydrograph methodology outlined in the 1978 Hydrology Manual. Existing and proposed site drainage areas shall be characterized based on the best available information pertaining to topography, impervious cover, land use, soils, and rainfall.
- c) The selected EIR services firm shall calculate pre- and post-project peak discharge for the 10-year and 100-year return rainfall events with storm durations of 1-, 3-, 6-, and 24-hours by the Army Corps of Engineers Hydrologic Modeling System (HEC-HMS). The selected EIR services firm shall follow the protocol established in the County's 2016 HEC-HMS guidance document for developing the model in HEC-HMS. The study area for the flow analysis shall be limited to the BCTC itself and the contributing watershed area located immediately up-gradient from the project, which may extend to the northwest and encompass approximately 600 acres (based on StreamStats watershed analysis and review of the 2002 EIR). StreamStats is a stream flow statistics and spatial analysis tool developed by the USGS.
- d) The selected EIR services firm shall also investigate other recent development projects in the area to confirm previous site drainage findings. The selected EIR services firm shall document the results of the analysis in a Hydrology Technical Study, and if necessary and in coordination with the BCTC design team, include recommendations to adequately handle the difference between pre- and post-project peak flow rates on the project site.

21. Built Environment Inventory and Evaluation Report

- a) The selected EIR services firm shall prepare a Built Environment Inventory and Evaluation report that shall summarize the results of the historic built environment survey, research methodologies, and property significance evaluations. The report shall discuss the proposed project description, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. The report shall utilize previous evaluations and include supplemental research to create an appropriate context and identify a potential period of significance for the BCTC. The report shall also analyze the proposed project's potential to impact historical resources under CEQA and shall provide mitigation measures as appropriate. All DPR forms shall be included as an appendix to the report.
- b) The historic built environment survey shall provide detailed comments and photographs of the BCTC (APNs: 294-110-005, 295-020-005, 295-020-008, 294-110-004, 294-130-007, and 294-

130-008). The BCTC contains eight (8) buildings over 45 years old located in the County of Riverside. The survey shall include documentation of character defining features, spatial relationships, landscaping, alterations, and the overall existing conditions of the property. The survey shall be restricted to the exterior of the buildings and grounds. The architectural historians performing the survey shall have access to all exterior areas of the property.

- c) The selected EIR services firm shall conduct building development research to determine the nature and extent of alterations that have been made to the property over time and retrieve information on any previous owners/occupants. The selected EIR services firm shall also conduct archival research to develop the appropriate historic context for the property significance evaluations. This may include visiting local libraries, archives, and contacting relevant historical societies.

22. Hazards and Hazardous Materials Report

- a) The selected EIR services firm shall evaluate the potential impacts to BCTC due to current and past use/storage of hazardous substances on or in proximity of BCTC, and the potential impacts to sensitive receptors and public safety. The selected EIR services firm shall identify potential environmental concerns and recommend mitigation measures as necessary. The hazards and hazardous materials assessment shall evaluate the impacts for construction and operation of the BCTC, including proposed use/handling of hazardous materials/wastes.
- b) The hazards and hazardous materials assessment shall include a review of federal, state, and local regulatory agency records per Government Code Section 65962.5 for sites within and adjacent to the project sites, including the Regional Water Quality Control Board's GeoTracker website, Department of Toxic Substances Control (DTSC)'s EnviroStor website, and California Environmental Protection Agency's Regulated Site Portal.
- c) The hazards and hazardous materials assessment shall include a review of previous EIRs, available environmental site assessment/investigation/remediation reports, and relevant regulatory documents for the project site and adjacent sites that would potentially impact the project site, a review of the National Pipeline Mapping System for hazardous material pipelines, a review of CalGEM for oil and gas wells, an evaluation of local safety plans, emergency response plans, and wildland fire zones, an evaluation of potential impacts to nearby airports, and an evaluation of potential impacts to nearby school sites.

23. Noise and Vibration Report

- a) The selected EIR services firm shall provide a standalone technical noise study. The selected EIR services firm shall prepare project design assumptions with the Sheriff's Department (or its authorized representatives or design/planning partners), along with local ordinances, relevant general plan policies, and appropriate state and federal guidance that may influence the assessment of noise and vibration impacts attributed to the project.

- b) The selected EIR services firm shall review available project information from the Sheriff's Department to perform the following predictive analyses, to include, but not limited to, Force Continuum, Driver Training, Scenario Village, Fire Training, Canine Training, Helicopter routes and landing areas, Equine Training, Indoor Shooting Range, Rooftop HVAC and other exterior mechanical equipment at the Café/Auditorium, Armory Building, SWAT Building, Retail / Food Court Space, Administration Building, New Dormitory, Indoor Pool Complex, Sheriff's Administration Building, Emergency Operations Center, Special Inv. Bureau, Dispatch.
- c) The selected EIR services firm shall also prepare noise contour maps or color-coded bands of dBA level ranges across a geographic area that encompasses the studied project facility area and its surroundings out to a reasonable distance (e.g., that includes the nearest noise-sensitive on-site or offsite receptor).
- d) The selected EIR services firm shall complete exterior-to-interior noise intrusion analyses for non-residential building occupied interior spaces to assess the sound insulation adequacy of the exterior facades (including fenestration, wall assemblies, etc.).
- e) The selected EIR services firm shall complete qualitative check for aviation noise exposure (if applicable) to future onsite project workers; and if potentially present at significantly impactful levels (i.e., > 65 dBA CNEL).
- f) The selected EIR services firm shall recommend conceptual and practical noise-reducing options, mitigation measures or BCTC design suggestions if predicted noise and/or vibration levels due to the project are expected to exceed relevant standards and policies.

24. Transportation Analysis

- a) The selected EIR services firm shall complete a transportation analysis based on BCTC-related trip generation and trip distribution patterns. The selected EIR services firm shall define the required study area intersections to be evaluated in the traffic impact analysis based on the County traffic study guidelines, or as directed by the County. The selected EIR services firm shall identify known cumulative development projects and ambient growth patterns.
- b) The transportation analysis shall include the following: Draft Vehicle Miles Traveled (VMT) Screening Memo, Final VMT Screening Memo to be included as an appendix to the EIR, Draft Level of Service (LOS) Traffic Study, Final LOS Traffic Study to be included as an appendix to the EIR, vegetation measurements and mapping refinements, fuel load analysis, topographic features documentation, photographic documentation, off-site land uses and fuel status, confirmation/verification of hazard assumptions and access/egress documentation.
- c) The selected EIR services firm shall conduct a project screening analysis to determine if the project meets the Vehicle Miles Traveled (VMT) screening evaluation criteria included in County of Riverside Transportation Analysis Guidelines for Level of Service and Vehicle Miles Traveled (October2020).

- d) The selected EIR services firm shall submit draft formal Level of Service (LOS) Traffic Study to County staff for review and approval prior to commencement of the traffic analysis. The selected EIR services firm shall work with the Sheriff's Department to develop reasonable trip generation assumptions for the project and to define project trip distribution patterns based on existing and planned land uses in the area along with the planned circulation system.
- e) The selected EIR services firm shall assess intersection capacity and level of service (LOS), for up to 10 study area intersections for each of the following traffic conditions, based on the latest HCM methodology (6th Edition): Existing, Existing plus Project, Opening Year Cumulative Without Project and Opening Year Cumulative with Project.
- f) The selected EIR services firm shall conduct weekday morning (7am-9am) and weekday evening (4pm- 6pm) peak hour turning movement count data and complete a field inventory of intersection traffic control measures, approach lanes at intersections, and through travel lanes along segments.
- g) The selected EIR services firm shall estimate trip generation and trip distribution for other (cumulative) development based on the latest ITE Trip Generation Manual (10th Edition, 2017). The selected EIR services firm shall include up to 35 individual cumulative development projects in the traffic analysis. As such, up to 35 projects shall be modeled as part of the future year cumulative traffic forecasting process.
- h) The selected EIR services firm shall calculate cumulative near-term future ADT and peak hour turning movement volumes for up to 10 study area intersections and calculate cumulative near-term future daily traffic (ADT) flows on study area roadway segments.
- i) The selected EIR services firm shall perform traffic signal warrant analyses, for unsignalized study area intersections, for each of the traffic scenarios described above. Recommend improvements necessary to maintain acceptable intersection performance at the study area intersections for each of the future traffic scenarios described above. Lastly, evaluate existing transportation impact fee programs in the County.
- j) The selected EIR services firm shall prepare a draft traffic report that incorporates the findings and all supporting calculations. The selected EIR services firm shall assume one round of review, comment and revision based on County review comments.

25. Fire Protection Plan

- a) The selected EIR services firm shall complete a Fire Protection Plan (FPP) in compliance of Riverside County Fire Department (RCFD) requirements/guidelines. The objective of the FPP is to minimize and mitigate fire control matters that may be generated by the BCTC and minimize any impacts that the BCTC may have on the local fire protection delivery system.
- b) The FPP shall document the site's fire environment and include a scientific analysis to detail the methods by which BCTC's fire environment shall be mitigated by expert fire planning judgement and best practices that have been successfully implemented. The FPP shall include a

comprehensive discussion on fire protection practices and analyze and apply the vital components that are required to evaluate fire risk and recommend mitigation measures to minimize fire risk.

- c) The FPP shall detail the risk-based requirements of the BCTC with input and final approval by the local Fire Authority Having Jurisdiction (FAHJ). The FPP shall document the BCTC's conformance with fire codes, particularly regarding fuel modification zone provisions, dead end road length, secondary access, and water availability. The FPP shall also detail alternative materials & methods that provide practical fire protection measures that are equivalent to the fire code for any BCTC features that are not obviously code compliant.
- d) The FPP shall include the following sections; Executive Summary, Introduction, Site and project description, Site specific risk assessment, Vegetation descriptions, Fire behavior models, Access roads (widths, lengths, parking, per project site plans), Water supply (per local water supplier estimates), Fire protection systems (sprinklers as required by code), Emergency access/egress (secondary egress availability), Fire department response and aid agreements (description of existing), Vegetation management and defensible space, Structural protection/building ignition resistance, Alternative Materials & Methods providing "equivalent practical effect" for non-conformance, Fire Control Panel Maintenance recommendations/requirements, Emergency Planning, Mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site (consistent with the Fire Code).
- e) The FPP shall include fire behavior models to measure the predicted fire intensity, as determined by heat output and flame length, for a given area within the BCTC. The model shall determine the priority hazard areas. The fire behavior model shall utilize publicly available weather inputs and collected site information. The fire behavior model shall model the risks presented by specific conditions of the BCTC and suggest fuel modification and structural enhancements to reduce potential fire hazards. The fire behavior model shall model up to four BCTC locations for each BCTC perimeter and include the adjacent open space preserved area, with different fuel types per site observations. The fire behavior model shall indicate BCTC, fuel modification zone fire behavior reductions.
- f) The FPP shall include a Fire History Exhibit with the use of GIS indicating the number of fires that have burned the area since documentation was initiated (late 1800s). The Fire History Exhibit shall be a color- graphic portraying fire perimeters throughout the BCTC area, within the vicinity of BCTC and shall be incorporated into the FPP's analysis and recommendations.
- g) The selected EIR services firm shall meet the Riverside County Fire Department (RCFD) to present initial findings, discuss potential issues, and propose mitigation measures.

26. Construction Health Risk Assessment

- a) The selected EIR services firm shall estimate the health impacts during construction and evaluate the potential for project construction to expose nearby sensitive receptors to TACs that would result in a health risk impact. The primary Toxic Air Contaminants (TAC) of concern are Diesel Particulate

Matter (DPM) from heavy-duty trucks and onsite off-road equipment. The dispersion of DPM and associated health risk impacts on sensitive receptors shall be determined using the American Meteorological Society / Environmental Protection Agency Regulatory Model (AERMOD), California Air Resources Board's (CARB) HARP2, local meteorological data obtained from the SCAQMD, and the estimated annual average DPM emissions from construction.

- b) The selected EIR services firm shall estimate and tabulate the maximum cancer risks at the appropriate receptors (e.g., proximate residential receptors). The assessment shall also include the estimated chronic (long-term) hazard indices due to noncancer health effects associated with DPM. If the health impacts exceed the thresholds of significance, the selected EIR services firm shall suggest appropriate mitigation measures to reduce the health impacts.

27. Operational Health Risk Assessment

- a) The selected EIR services firm shall estimate the health impacts during operation of the BCTC and evaluate the potential for project construction to expose nearby sensitive receptors to TACs that would result in a health risk impact. During operation, the project may generate TAC emissions from the shooting range, vehicle track, and outdoor fire training facility. The selected EIR services firm shall use AERMOD and California Air Resources Board's (CARB) HARP2 to calculate the health impacts and evaluate the potential for project operation to expose nearby sensitive receptors to TACs that would result in a health risk impact.
- b) The selected EIR services firm shall determine the dispersion of DPM and associated health risk impacts on sensitive receptors by the AERMOD, HARP2, local meteorological data obtained from the SCAQMD, and the estimated annual average DPM emissions from construction.
- c) The selected EIR services firm shall estimate and tabulate the maximum cancer risks at the appropriate receptors (e.g., proximate residential receptors). The assessment shall also include the estimated chronic (long-term) hazard indices due to noncancer health effects associated with DPM. If the cancer risk exceeds 1 in 1 million at the closest sensitive receptor, the selected EIR services firm shall evaluate the cancer burden of the project in accordance with SCAQMD guidance. If the health impacts exceed the thresholds of significance, the selected EIR services firm shall suggest appropriate mitigation measures to reduce the health impacts.

28. Permit Applications

- a) The Sheriff's Department shall lead the discussions following submittal of the permit applications. The selected EIR services firm shall log the date of receipt and tracking number (if applicable) for the 404, 401/WDR, and 1602 applications and shall be available to provide any additional mapping, data or other documentation requested by permitting agency staff and to discuss permit timing and strategy with the County.
- b) The selected EIR services firm shall prepare permit applications for the Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and California Department of Fish &

Wildlife (CDFW) using the most recent versions of the permit applications and, whenever applicable, incorporate existing data from any previous application submittals to expedite preparation if the proposed BCTC impacts.

- c) If the project includes impacts to jurisdictional resources, selected EIR services firm shall prepare regulatory permitting applications, as necessary.

29. Responses to Comments

- a) The selected EIR services firm shall complete a Responses to Comments chapter for the Final EIR to include comments received on the Draft EIR, responses to those comments, and standard introductory material. The selected EIR services firm shall number all comments (to indicate comment letter and comment number), and the responses to those comments shall be similarly numbered to allow easy correlation.

Task 1 Project Initiation and Description

1.1 Project Description

Project initiation will begin with an up to two-hour kickoff meeting conference call between Dudek and the County of Riverside Sheriff's Department (Sheriff's Department), and any other agency or County staff, as deemed appropriate by the Sheriff's Department. The purpose of the kickoff meeting would be to include discussion of the project description, refining the project schedule, and determining communication protocols. It is assumed that the kickoff meeting conference call will be held shortly after contract approval. Following the kickoff meeting and upon receipt of project information, Dudek will prepare a data request for outstanding information required to adequately analyze potential environmental impacts resulting from the proposed project.

Dudek will consolidate all available information and project-specific details to prepare a comprehensive "CEQA-adequate" project description for submittal to the Sheriff's Department. The first draft of the project description will be provided to the Sheriff's Department for review, and where necessary, questions and placeholders for additional required information will be included. Upon receipt of the reviewed and finalized project description, Dudek will provide the complete, finalized project description to the project team for use in preparation of the Initial Study (IS), Notice of Preparation (NOP), and EIR.

Deliverables:

- Draft project schedule: electronic copy
- Data Request: electronic copy within one (1) week of kickoff meeting and receipt of project information, and one (1) more, as needed during the EIR preparation process
- Draft Project Description (as appropriate for the CEQA documentation): electronic copy (Microsoft (MS) Word)
- Final Project Description: electronic copies (in MS Word and PDF) Assumptions
- Kickoff meeting will be a two (2)-hour conference call

- Approved project site plan will be provided by the Sheriff's Department or by others on the technical team (PDF and CADD)
- One (1) round of revisions to the draft project description
- A maximum of two (2) data requests, consisting of up to 10 individual requests each, throughout EIR preparation

1.2 Conceptual Land Use Plan

Ben Clark Training Center (BCTC) is one of the largest public safety training centers in Southern California. Each year, the Center prepares hundreds of students to work as law enforcement officers, firefighters, paramedics, emergency medical technicians, correctional officers, dispatchers, probation officers, and juvenile correctional counselors.

In 1995, the realignment of March Air Force Base set aside about 400 acres for the Riverside County Sheriff's Training Academy. The area included buildings and facilities which were home to the former non-commissioned Officers Academy and the 15th Air Force Headquarters. The location was designated the Ben Clark Public Safety Training Center by resolution of the Riverside County Board of Supervisors in 1996. Today, Ben Clark Training Center is operated under a partnership arrangement comprising of Moreno Valley College, Riverside County Sheriff's Department, California Department of Forestry & Fire Protection, Riverside County Fire Department, California Highway Patrol, and Riverside County Probation Department.

Dudek proposes to prepare a conceptual land use plan over a period of 6-months. The scope of work (outlined below) is comprised of four tasks and based on the assumptions listed below.

- Work effort will not involve any public/community engagement
- The ultimate product will be a draft conceptual land use plan that is vetted and reviewed by agencies, including but not limited to the Riverside County Sheriff's Office, CalFire, California Highway Patrol, and the Riverside County Flood Control District
- The conceptual plan will be developed via an iterative process involving work session with client staff and key internal stakeholders

The final deliverable of this effort will be a conceptual land use completed and finalized by summer of 2022.

1.2.1 Project Management

Kickoff Meeting

Dudek will conduct a kickoff meeting (via an online meeting platform or in person, consistent with applicable COVID public health guidelines). The purpose of the meeting is to:

- Confirm site extents and boundary
- Confirm client's expectation and goals
- Confirm scope of work, schedule, and deliverables
- Review and understand concurrent and related studies and plans
- Discuss project team roles, responsibilities, and contact information
- Agree upon a schedule for ongoing meetings

- Acquire background data from client, such as zoning maps, CAD site surveys or GIS shapefiles, including easements, parcels, building footprints, roadways, pathways, natural features (e.g., topography, trees, water, etc.).
- Request and coordinate the operational and space programming requirements of multiple agencies utilizing the site

Deliverables:

- Kickoff Meeting
- Clarification of roles and responsibilities
- Data request and transfer

Ongoing Project Management

Dudek will conduct check-in phone calls as-needed for budget/schedule review.

Deliverables:

- Ongoing project management
- Check-in calls

1.2.2 Analysis

Site Visit

Dudek will conduct an in-person site visit of the BCTC to document initial findings, including:

- Photographs and general visual observations
- Confirm accuracy of client background data (e.g., site survey or GIS shapefiles)
- Site layout, including structures on site, parking lots, roadways, and pathways
- Circulation patterns and access points
- Land and building uses
- Natural features, including topography, trees, and water
- Program and activity patterns on site
- Site adjacencies, including other structures or uses in the vicinity

Deliverables:

- Site visit

Existing Conditions Analysis

After collecting and analyzing initial background data from the client and performing an in-person site visit, Dudek will synthesize and summarize findings and analysis into an Existing Conditions Analysis Report, which will include:

- Existing zoning and General Plan classifications
- Existing easements on site
- Existing site layout, including organization of structures, parking lots, roadways, and pathways
- Existing circulation patterns and access points
- Existing land and building uses
- Existing natural features, including topography, trees, and water
- Existing program and activity patterns on site

- Operational and space programming requirements of BCTC users

Deliverables:

- Existing Conditions Analysis Report

Constraints, Opportunities, and Guiding Principles

Dudek will use its findings from the Existing Conditions Analysis Report to:

- Identify general issues or constraints in the current use of the site, such as:
 - Inaccessibility
 - Lack of connections or access points
 - Challenging terrain and natural features
 - Compatibility with adjoining users
- Identify general opportunities for the future use and reprogramming of the site, such as:
 - Reorganization of the site layout
 - New connections and access points, including roadways and pathways
 - New structures on site
 - Additional land use and space reprogramming of the site
- Develop a list of “guiding principles” from a master planning perspective that can help guide future opportunities and improvements on the site

Deliverables:

- Opportunities and Constraints diagrams
- List of Guiding Principles statements

1.2.3 Future Scenarios

Scenario Development

Based on the input received from the client on site analysis and planning principles, Dudek will develop alternative land use scenarios for the BCTC. The scenarios will be represented via diagrams, plans, sections, and/or perspective drawings that are either hand-sketched or computer generated and may be paired with imagery and references to precedents. Each scenario will recommend potential site reorganization, new improvements on site, and new programming opportunities.

Deliverables:

- Document containing alternative scenarios and supporting information

Alternatives Work Session

Dudek will conclude Task 3 by facilitating a project team work session to review and brainstorm scenarios with the client and selected key stakeholders.

Deliverables:

- PowerPoint presentation
- Workshop summary, including key themes and preferred approach

1.2.4 Preferred Scenario

Development of Preferred Scenario

Based on the input received from the client and stakeholders, Dudek will develop a preferred scenario for the future potential improvement of the site. This preferred conceptual plan will be developed via an iterative process involving client input and review. The preferred plan will recommend potential land uses shifts, site reorganization, new improvements on site, and new programming opportunities.

Deliverables:

- Draft conceptual land use plan

Final Deliverable

Dudek will conclude this task by refining and finalizing the conceptual draft land use plan and assembling the final plan deliverable.

Deliverables:

- Final conceptual land use plan package with plans, diagrams, sketches, precedent imagery, and supporting information

Task 2 ALTA and Topographic Level Survey

For the following scope of work and associated cost estimate, Dudek assumes that we will provide drawings in PDF and AutoCAD .dwg formats, will provide a comprehensive set of AutoCAD files generated in Version 2013 or later, will provide native files for the topographic surfaces, and that all deliverables will comply with the items outlined in Appendix A to the Request for Proposals provided by the Client.

2.1 Topographic Survey

To complete the Detailed Design Topographic Survey scope Dudek will utilize high precision unmanned aerial vehicle (UAV) equipment with Riegl LiDAR and RGB Cameras. The Topographic survey activities will be completed by the Dudek Survey and UAV field teams and supervised by Stephen Paul, PLS. All work will be completed by full time Dudek team members. The topographic survey will be completed in compliance with the following scope of work assumptions:

- The survey will include elevations of existing main conveyance culverts, inverts, and other conveyance drainage features, including if structures are full of sediment or otherwise impaired.
- The survey will include site stormwater outfalls.
- The survey will include the locations and elevations of existing site features, such as roads, wells, overhead electric lines, utility or water piping, buildings, equipment, ponds, dams, fences, gates, and any other site improvements.
- The survey will Identify existing property benchmarks or establish at least two site survey benchmarks.
- Each project horizontal datum shall be relative to the standard horizontal datum for the state.
- The survey will follow State and County jurisdiction standards for coordinate system and datum where applicable.

- Aerial survey accuracy will be ASPRS Class 1 for vertical positional accuracy (RMSE = 0.17 – 0.33 feet) with 1-foot contours.
- The survey will include at least 500 feet of existing adjacent right of ways near the proposed site access road entrance(s).

Deliverables:

- Topographic Surface files
 - Civil3D .dwg, .shp, or point database
- Topographic AutoCAD drawings
 - AutoCAD .dwg file
 - Show all spot elevations
 - Include a minimum of 1.0 foot contours, annotate contour elevations
- PDF Files
 - Plot the AutoCAD .dwg file created for all topographic surveys
 - Include surveyor notes, state plane coordinates, benchmarks, equipment used, dates of field work, accuracies, and legend
 - Show all spot elevations
 - Include a minimum of 1.0 foot contours, annotate contour elevations
 - Include all site features requested in Section 2.1 above of this Topographic Survey Scope
 - Final Topo Survey shall be stamped and sealed.

2.2 ALTA Survey

Utilizing in-house staff, Dudek will prepare an ALTA/NSPS Land Title Survey based on the ALTA/NSPS Minimum Standard Detail Requirements for the subject sites. Dudek will utilize the aerial topographic mapping as a basis to show all physical features and ground elevations and contours. Dudek will determine the parcel boundaries of the subject parcels based on field survey data and Client supplied title commitments. Dudek will review the title commitments and show encumbering easements (if plottable). Dudek will also locate observed evidence of underground utilities and show on the survey. The survey will include the following optional Table A items: 2, 3, 4, 5, 8, 9, 10(a), 11, 13, 14, 15, 16, 17, 18, and 19, which is included within the Minimum Alta Standards guidance. Client will supply current title work (pro-forma), a copy of any backup documents that are available, including previous plats or surveys, names of the parties to be certified to, and certificate form as provided, if different from the standard ALTA/NSPS certificate. The scope of service includes a single ALTA document based on the initial information provided at the time of the surveys. Any future adjustments to the ALTA (i.e., adding additional parcels, changing site boundaries, etc.) will require a scope of work and cost amendment.

Task 3 Initial Study/Notice of Preparation/Scoping

3.1 Prepare Initial Study

Dudek will prepare a draft IS for the project Appendix G from the CEQA Guidelines. The draft IS will be used to narrow the focus of the environmental issues addressed in the EIR. Dudek will provide the Sheriff's Department with the draft IS and NOP in electronic format for review. Dudek assumes a total of two rounds of review, comments, and revisions for the draft IS and NOP prior to circulation for the 30-day scoping

period. Dudek will respond to all comments provided during each round of review and will provide a track-change version upon each submittal. Once comments on the last round of review of the draft IS have been received from the Sheriff's Department, Dudek will prepare the document for public review.

The finalized IS and NOP will be submitted in electronic format (MS Word and PDF) to the project team for their records. It is anticipated that, at a minimum, the following CEQA issue areas will be sufficiently analyzed in the IS to allow their elimination from further analysis in the EIR:

- Agriculture and Forestry Resources
- Mineral Resources
- Population and Housing
- Recreation

Our scope of work assumes analyzing the remaining CEQA issue areas in the EIR: aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation, tribal cultural resources, utilities and service systems, and wildfire. If additional CEQA issue areas require analysis in the EIR, this scope of work and budget will be revised accordingly.

3.2 Circulate IS/NOP

Once approved, Dudek will distribute the NOP with the IS to the State Clearinghouse (SCH), responsible agencies, trustee agencies, and any other interested parties pursuant to the County's mailing list, as provided by the County. Dudek will also be responsible for transmittal of the NOP to the Riverside County Clerk and for publication of the NOP legal notice in a local newspaper. During the 30-day public review period of the NOP, Dudek will begin preparation of relevant technical studies and the Draft EIR to consolidate the overall project schedule. The date on which the NOP is circulated will serve as the baseline for existing conditions within the EIR.

3.3 Scoping Meeting

Dudek's project manager and one technical staff person will attend one virtual scoping meeting for the proposed project. It is assumed that the Sheriff's Department will coordinate and facilitate the scoping meeting, including arranging a venue (via zoom or other online meeting platform), and that presentation materials describing or illustrating the project will be provided by the Sheriff's Department. Dudek will provide the Sheriff's Department with relevant presentation content, including a CEQA process flowchart, the purpose of the scoping meeting, and the environmental issue areas for use in the scoping meeting presentation, assumed to be in the form of a MS PowerPoint Presentation. In addition, Dudek will be available to provide an overview of the CEQA process, present the anticipated environmental the topics to be analyzed in the EIR, and answer questions raised by the public regarding the CEQA process. The primary purpose of the scoping meeting is to solicit public input regarding the scope and content of the EIR. Scoping meeting attendees, if they would like to provide comments, will be encouraged to submit comments via email or postal service mail by the close of the NOP (with IS review) comment period to the Sheriff's Department. Dudek will provide a written summary of comments made during the scoping meeting.

Deliverables:

- NOP and draft IS: electronic copies (MS Word and PDF) for each round of review

- Final PDF for posting on the Sheriff's Department's website once all reviews are complete
- NOP/IS package to SCH, including a copy of a Notice of Completion (NOC) and Summary Form. All documents to SCH will be via electronic submittal
- Presentation materials for scoping meeting
- Attendance at one (1) virtual scoping meeting
- Summary of comments made during the scoping meeting

Assumptions:

- All procedural requirements regarding Assembly Bill (AB) 52 and Senate Bill (SB) 18 compliance will be handled by Sheriff's Department. The AB 52 and SB 18-related information will be provided to Dudek as requested to include in the EIR where necessary, including in the Tribal Cultural Resources section.
- Riverside County Clerk does not require a NOP filing fee.
- Dudek will be responsible for publication of a legal notice in a local newspaper
- noticing the availability of the NOP/IS on the Sheriff's Department website, and/or in a local library.
- The Sheriff's Department will post the NOP/IS on their website using the PDF to be provided by Dudek.
- Submittal of the NOP/IS, NOC and Summary Form to the State Clearinghouse would be made electronically by Dudek.
- The environmental issue areas of agriculture/forestry resources, mineral resources, population and housing, and recreation will not be included in the EIR analysis based on the assumption that the IS will be able to adequately eliminate them.

Task 4 Technical Analyses

4.1 Aesthetics/Visual Simulations

Dudek will prepare an Aesthetics assessment to be presented wholly in the EIR. Pursuant to Riverside County and CEQA requirements and standards, the aesthetics assessment will document and describe the existing environmental setting related to aesthetic resources, provide the regulatory context for the site and Ben Clark Training Center (BCTC) project (Project), and disclose potential impacts to existing views and visual character in accordance with significance thresholds established in Appendix G of the CEQA Guidelines.

To establish an aesthetics baseline, Dudek will conduct a photographic field survey of the project site and surrounding area. The field survey will establish an aesthetics baseline by documenting on- and off-site aesthetic resources including landforms/terrain, vegetation, and development. Viewer groups and their likely response and sensitivity to changes in the environment will also be evaluated during the field survey. In addition, viewing conditions to the project site from public vantage points including but not limited to perimeter public roads including Allen Avenue, Nandina Avenue, and Barton Street, will be photo documented. As no views to the project site are anticipated to be available from Interstate 215 and existing development and terrain block views to the project site from Van Buren Boulevard, views from these facilities will not be documented during the field survey.

Following the field survey, Dudek (in collaboration with the Sheriff's Department) will select up to three Key Observation Points (KOPs) from which to assess anticipated Project impacts to views and visual character. KOPs are representative vantage points in the surrounding area offering clear views to the Project site that are available to viewer groups in the local area. As views would be available to local residents and motorists/road users on site perimeter roads, KOPs will be located on site perimeter roads.¹

In addition to an examination of visual character through the use of KOPs, the existing conditions discussion of the aesthetics assessment will identify and describe scenic vistas in the area, designated state Scenic Highways providing views to the Project site (if applicable), and existing sources of light and glare in the surrounding area.

The Regulatory Setting portion of the aesthetics assessment will list and describe federal, state, and local regulations and plans applicable to the project and project site. For example, applicable aesthetics-related policies of the County's General Plan and regulations of the County's Zoning Ordinance will be identified and discussed.

The Impact Analysis section of the aesthetics assessment will identify the thresholds of significance utilized and methodology employed to determine the likelihood for construction and operation of the project to result in a potentially significant impact to aesthetic resources. While no designated scenic vistas are likely to occur in the surrounding area, the assessment will consider whether existing views including the project site (1) provide vistas of undisturbed areas, (2) include unique or natural features, or (3) provide relief from less attractive views of nearby features. While no impacts to a state Scenic Highway are anticipated due to the proximity of the nearest state Scenic Highway to the project site (SR-74; an eligible state Scenic Highway is over 6.9 miles to the southeast of the project site). Visual character impacts will be informed by a comparison of pre- and post-project conditions via an examination of views at KOPs. While no visual simulations are proposed to be prepared by Dudek, exhibits and conceptual design drawings to be provided by the Sheriff's Department (see Assumptions below) would be relied upon to support the characterization of post-project conditions both in a general manner and from selected KOPs. Lastly, day or nighttime view impacts associated with new sources of light and glare will be informed by a comparison of pre- and post-project conditions, assumed compliance with applicable sections of the County Zoning with regard to outdoor lighting, night sky protection, and consideration of characteristics of modern photovoltaic panels. While a detailed lighting schedule or lighting plan is not anticipated to be available for the project, we assume that the Sheriff's Department and/or design consultants will be available to assist Dudek with the preparation of a conceptual list detailing types of lighting elements to be installed at the various facilities proposed on the project site.

Assumptions:

- Final KOPs to be used in the EIR aesthetics assessment will be selected in coordination with the Sheriff's Department. KOPs will be discussed and approved for use in the EIR by the County at the applicant's discretion.
- The scope of work above assumes that no photographic simulations would be prepared. If the applicant prefers the preparation of photographic simulations, Dudek can prepare and will provide a scope of work to do so under separate cover.
- Typical project maps and design drawings including site plan (conceptual or 30%), elevations, renderings, landscape plan, circulation plan, or other exhibits associated with the project would be prepared and available during EIR preparation. Dudek also assumes that design characteristics

including design style, building square footage, footprint, height would be known and available during EIR preparation.

- This scope of work assumes two (2) rounds of non-substantial revisions to the aesthetics assessment based on comments received from the applicant. Costs associated with addressing comments arising from the County's review process are not included in this scope of work.

¹ KOPs will not be located on private property including private residential lots. While neither CEQA nor Riverside County expressly protect public views, public road KOPs will be representative of views to the project site available from nearby residences and thus, will approximate effects to existing views of residents.

4.2 Air Quality/Greenhouse Gas Emissions/Energy

4.2.1 Air Quality Assessment

Dudek will prepare an assessment of the potential air quality impacts of the proposed project utilizing the significance thresholds in Appendix G of the CEQA Guidelines and the South Coast Air Quality Management District (SCAQMD) emissions-based thresholds as the basis. Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality assessment. Current air quality conditions and recent trends in the South Coast Air Basin, where the project is located, will be described on the basis of California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized.

Dudek will review all available project information and will prepare a comprehensive data needs list to share with the Sheriff's Department. If precise information on a particular factor is not available from the applicant, the Sheriff's Department, or its representatives, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with Sheriff's Department staff regarding the information needed. Details of the analysis (e.g., emission calculations) will be included in a technical appendix.

Dudek will estimate emissions associated with construction of the proposed project using the California Emissions Estimation Model (CalEEMod). The analysis of short-term demolition and construction emissions will be based on scheduling information (e.g., overall construction duration, phasing and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the applicant and/or standardized approaches. Dudek will then evaluate the significance of the construction emissions based on the SCAQMD significance criteria.

Dudek will also assess the proposed project's potential to cause or contribute to exceedances of ambient air quality standards at sensitive receptors near the proposed project using the SCAQMD's localized significance thresholds (LSTs). For projects with a total site area of 5 acres or less, the assessment may use a simple "lookup table" approach provided by SCAQMD. It is assumed that the project would disturb less than 5 acres per day and the LST assessment will use the lookup table approach provided by SCAQMD and the construction emission estimates from CalEEMod.

The project may result in toxic air contaminant emissions (TAC), namely diesel particulate matter (DPM), from off-road construction equipment and heavy-duty trucks during construction. As the project is in close proximity to existing sensitive receptors (residential), a health risk assessment (HRA) may be warranted.

Dudek has included a construction HRA as an optional task below as discussed below under “Optional Task AQ-1 Construction Health Risk Assessment”.

CalEEMod will also be used to estimate project-generated operational criteria air pollutant emissions associated with mobile, energy, and area sources. Dudek will use the project-specific trip generation rates to estimate mobile source emissions. Energy and area source emissions (e.g., natural gas combustion and consumer products) will be estimated using the default values in CalEEMod for the proposed project. Dudek will also estimate operational emissions from the firing range, driving track, and outdoor fire training facility using a spreadsheet-based model and emission factors from CARB or EPA. Emissions associated with the existing land uses to be demolished will also be estimated to determine the net increase in emissions from the proposed project. If the existing building is vacant, it will not be considered in the baseline under CEQA.

Dudek will evaluate whether traffic associated with the project could lead to potential exposure of sensitive receptors to substantial localized concentrations of carbon monoxide (CO hotspots). The qualitative assessment will compare the daily intersection traffic volumes provided in the traffic report prepared for the project to the SCAQMD 2003 Air Quality Management Plan carbon monoxide modeling for the worst-case intersections in the air basin. For budgetary purposes, it is assumed that a quantitative carbon monoxide hotspots analysis would not be required. With the transition from LOS to VMT, the information necessary to perform the qualitative CO hotspot analysis may not be available; therefore, we will work with the Sheriff’s Department to identify an alternative qualitative approach, if appropriate.

The proposed project may also result in a long-term increase in toxic air contaminants (TAC) emissions related to operation, specifically from the shooting range, driving track, and outdoor fire training facility. To evaluate the potential health risk to nearby sensitive receptors (including single family residences) associated with project operation, an HRA using a dispersion model is proposed as an optional task, as discussed below under “Optional Task AQ-2 Operational Health Risk Assessment.”

Additional Appendix G thresholds will also be evaluated, including the potential for the proposed project to expose sensitive receptors to substantial pollutant concentrations, result in other emissions such as odors, or to impede attainment of the current SCAQMD air quality management plan.

4.2.2 Greenhouse Gas Assessment

Dudek will estimate the GHG emissions associated with construction of the proposed project using CalEEMod based on the same construction scenario utilized in the air quality analysis. Construction emissions will be amortized and added to the operational emissions. Dudek will estimate project-generated operational GHG emissions which may include those associated with mobile sources, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal. When project details are not available, CalEEMod default values will be used to calculate direct and indirect source GHG emissions. Emissions associated with the existing land uses to be demolished will also be estimated to determine the net increase in emissions from the proposed project. If the existing building is vacant, it will not be considered in the baseline under CEQA. The annual GHG emission calculations will be included in a technical appendix

The impact analysis will reflect Appendix G of the State CEQA Guidelines; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and (b) conflict with an applicable plan, policy or regulation adopted for the purpose of

reducing the emissions of GHGs. The development review process procedures in the County for evaluating GHG impacts and determining significance for CEQA purposes are evaluated by (1) applying an emissions level that is determined to be less than significant for small projects, and (2) utilizing the Screening Tables to mitigate project GHG emissions that exceed the threshold level. Dudek will apply the threshold level above 3,000 MT CO₂e per year to identify whether the project requires the use of Screening Tables.

Dudek will discuss the projects consistency with the County's Climate Action Plan. In addition, Dudek will discuss how the project complies with state regulations (AB 32); General Plan goals, objectives, and policies that help the Sheriff's Department contribute to regional GHG reduction efforts; and applicable development standards that would increase energy efficiency, such as the California Building Code. Dudek will provide a qualitative post-2020 analysis to evaluate whether the project would impede the attainment of the 2030 and 2050 reduction goals identified in SB 32 and Executive Order S-3-05, respectively.

4.2.3 Energy Analysis

Dudek will prepare an energy assessment for the project per Appendix G of the CEQA Guidelines. Based on Appendix G of the CEQA Guidelines, the impact analysis will assess if the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, and (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The project will be assessed in regard to construction and operational energy consumption, which will be quantified to the extent estimation methods and project-specifics are available. In addition to operational energy consumption for the project, energy consumption associated with operation of the existing land uses will be estimated using CalEEMod default values. Dudek will estimate the net change in mobile, energy and source criteria energy consumption between the existing use and the proposed project. Project electricity and natural gas usage will be estimated based on project specifics; CalEEMod default values will be used, as appropriate, when project specifics are not available. Petroleum consumption will be estimated using CalEEMod and based on the same equipment and vehicle assumptions assumed in the air quality and GHG emissions analysis. Project elements that would reduce the project's energy demand during construction and operations will be identified in the analysis and quantified as available. Dudek assumes that the Sheriff's Department or its representatives will provide a list of the project's energy conservation measures prior to initiating air quality and GHG emissions modeling, as the energy analysis will be prepared consistent with the emissions modeling assumptions.

4.2.4 Construction Health Risk Assessment

During construction, the primary TAC of concern would be DPM from heavy-duty trucks and onsite off-road equipment. To evaluate the potential for project construction to expose nearby sensitive receptors to TACs that would result in a health risk impact, Dudek will use AERMOD and CARB's HARP2 to calculate the health impacts. The dispersion of DPM and associated health risk impacts on sensitive receptors will be determined using AERMOD, HARP2, local meteorological data obtained from SCAQMD, and the estimated annual average DPM emissions from construction. The maximum cancer risks at the appropriate receptors (e.g., proximate residential receptors) will be tabulated. The assessment will also include the estimated chronic (long-term) hazard indices due to noncancer health effects associated with DPM. If the health impacts exceed the thresholds of significance, Dudek will suggest appropriate mitigation measures to reduce the health impacts. A summary of the methodology and results will be provided in the air quality section of the EIR and supporting technical information in an appendix.

4.2.5 Rational Health Risk Assessment

During operation, the project may generate TAC emissions from the shooting range, vehicle track, and outdoor fire training facility. To evaluate the potential for project operation to expose nearby sensitive receptors to TACs that would result in a health risk impact, Dudek will use AERMOD and CARB's HARP2 to calculate the health impacts. The dispersion of DPM and associated health risk impacts on sensitive receptors will be determined using AERMOD, HARP2, local meteorological data obtained from SCAQMD, and the estimated annual average DPM emissions from construction. The maximum cancer risks at the appropriate receptors (e.g., proximate residential receptors) will be tabulated. The assessment will also include the estimated chronic (long-term) hazard indices due to noncancer health effects associated with DPM. If the cancer risk exceeds 1 in 1 million at the closest sensitive receptor, Dudek will evaluate the cancer burden of the project in accordance with SCAQMD guidance. If the health impacts exceed the thresholds of significance, Dudek will suggest appropriate mitigation measures to reduce the health impacts. A summary of the methodology and results will be provided in the air quality section of the EIR and supporting technical information in an appendix.

4.3 Biological Resources

The project site is within the plan area of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) but is not located within a designated Criteria Cell. This means that the proposed project will need to demonstrate consistency with MSHCP requirements; but is not subject to Reserve Assembly requirements. A portion of the project site is located within the MSHCP burrowing owl survey area; therefore, in accordance with the MSHCP, a habitat assessment must be conducted for burrowing owl with focused surveys being required if suitable habitat is present. In addition, the MSHCP requires an assessment of riparian/riverine and vernal pool habitat and an assessment of suitable habitat that could support MSHCP riparian birds and listed fairy shrimp. If suitable habitat is present for any of these species, focused surveys would be required during the appropriate survey season. Dudek will prepare a biological resources technical report that will include an analysis of the project's consistency with the MSHCP, consistent with the County of Riverside Environmental Programs Department requirements. Dudek understands that recent biological surveys have been conducted in the northern segment of the project site as a part of the Ben Clark Training Center School of Public Safety. To the extent practicable, Dudek will leverage the survey results from this project to aid in the analysis of this current project.

4.3.1 Biological Resources Technical Report and MSHCP Consistency

This task will be initiated with a desktop review to identify the potential for special-status species that are known to occur or may potentially occur in the vicinity of the site. The desktop review will include searching the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Data Base, U.S. Fish and Wildlife Service's (USFWS) Environmental Conservation Online System, and California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants data. Additional information sources searched will include Dudek's internal geographic information system (GIS) biological resources database, and historical and current aerial photographs, as appropriate. A review of historical aerial photography may indicate that there is existing site disturbance, for example, in the form of past agricultural production.

Site Reconnaissance and Habitat Assessment:

Following the desktop review, Dudek biologists will conduct a general survey of the project site and a 500-foot buffer, where legally accessible (study area), to identify existing biological resources and potential biological constraints. During the field survey, the following assessments will be conducted:

- Vegetation communities within the study area will be mapped on a 1:2,400-scale (1 inch=200 feet) topographic/aerial photographic map in accordance with a Manual of California Vegetation Online (CNPS 2021).
- A general inventory of plant and wildlife species detected by sight, calls, tracks, scat, or other sign will be compiled, as well as a determination of potential sensitive species or resources that could occur within the study area. Special focus will be placed on resources commonly accepted as regionally sensitive by the USFWS, CDFW, and/or the MSHCP.
- Portions of the project site fall within a MSHCP burrowing owl survey area; therefore, areas of the site overlapping the MSHCP burrowing owl survey area will be assessed for habitat suitability for burrowing owl in accordance with the MSHCP burrowing owl survey requirements, which includes a 500-foot buffer, where legally accessible, around the project site (RCA 2006). Should suitable habitat for burrowing owl be determined present, focused surveys will be required, a scope for which is provided below as Optional Task 3A.
- The project site does not fall within a MSHCP survey area for Narrow Endemic Plant Species Survey Area or a Criteria Area Plant Species Survey Area; these plant species are fully covered by the MSHCP. However, the site will be assessed for suitability for plants not covered by the MSHCP. Should suitable habitat for these plant species be determined present, focused surveys will be required, a scope for which is provided below as Optional Task 3B.
- In addition, and in accordance with the MSHCP, the site will be assessed for riparian, riverine, and vernal pool habitat, as well as for connectivity to downstream conservation areas. Based on our initial review of aerial imagery, it is possible that the basin at the southwestern corner of the site supports up to 10 acres of potentially suitable habitat for least Bell's vireo (*Vireo bellii pusillus*). This assumption will be confirmed during the assessment. Should suitable habitat for least Bell's vireo be determined present, focused protocol-level surveys will be required, a scope for which is provided below as Optional Task 3C. Potential impacts to riparian vegetation also necessitates the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report, further information for which is provided in Optional Task 3D.

In accordance with the MSHCP, the habitat assessment will include an evaluation of the site for suitability for listed fairy shrimp species. Based on our initial review of aerial imagery, it is unlikely that the site supports suitable habitat for listed fairy shrimp species and focused surveys would not be required; however, this assumption will be confirmed during the assessment. Although unlikely, should the project site demonstrate suitable habitat for fairy shrimp based on the results of the habitat assessment, focused surveys would be required and Dudek can provide those services under a separate scope of work.

Biological Resources Technical Report

The results of the biological survey will be summarized in a biological resources technical report. The report will incorporate the results of the field survey and any focused surveys, if determined necessary (further described under Task 3), including a discussion of the survey methodology, limitations, results. Vegetation communities and special-status biological resources will be described in terms of their regional significance and presence on site, including an estimate of observed special-status species' population size and condition. Special-status biological resources observed during the survey or deemed to have potential to occur on site to the degree that they may constrain the project will be addressed in the report. Following receipt of the

final project construction footprint (in CADD or GIS shapefiles), the report will also include an impacts analysis in accordance with CEQA and other applicable county, state, and federal laws. Dudek will recommend specific avoidance, minimization, and mitigation measures for impacts identified that reduce impacts to a level below significance, if possible. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and the proposed project impacts relative to the existing project design.

Finally, the biological resources technical report will also include an analysis of the proposed project's consistency with the MSHCP. This section of the report will address the following MSHCP requirements (as applicable):

- Section 6.1.2, Protection of Species Associated with Riparian/Riverine areas and Vernal Pools
- Section 6.1.4, Guidelines Pertaining to the Urban/Wildlands Interface
- Section 6.3.2, Additional Survey Needs and Procedures (Burrowing Owl)

Assumptions:

- This scope assumes an approximately 375-acre project site and a 500-foot buffer, where legally accessible, can be surveyed in three (3) person days.
- Dudek will provide the proposed study area to the Sheriff's Department, and Sheriff's Department personnel will identify access restrictions or notification requirements. Sheriff's Department personnel will notify property owners or tenants, if necessary.
- One (1) round of revisions will be included, based on comments received from the Sheriff's Department.

Deliverables:

- Electronic delivery of the Draft Biological Resources Technical Report for review
- Electronic delivery of the Final Biological Resources Technical Report incorporating one round of comments

4.3.2 Jurisdictional Delineation

A formal jurisdictional delineation (JD) of state and federal jurisdictional waters and will be conducted throughout the project site and a 50-foot buffer (JD Study Area), where legally accessible, in accordance with the following agencies and regulations: 1) the U.S. Army Corps of Engineers (ACOE), pursuant to Section 404 of the federal Clean Water Act; 2) the Regional Water Quality Control Board (RWQCB), pursuant to Section 401 of the federal Clean Water Act and the Porter-Cologne Act; and 3) CDFW pursuant to the California Fish and Game Code. Based on a review of aerial imagery, the JD will focus on the basin located in the southwestern corner of the project site. However, the remainder of the project site will be evaluated for potentially jurisdictional resources that will be delineated if detected.

Jurisdictional waters of the United States (referred to as "waters of the U.S." in the RFP), including wetlands, will be delineated in accordance with the 1987 ACOE Wetlands Delineation Manual (TR Y-81-1) (Environmental Laboratory 1987) and current published ACOE guidance at the time of the delineation report. Non-wetland waters will be mapped at the ordinary high-water mark based on the procedures defined in ACOE's 2008 A Field Guide to Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States. Waters of the state will be mapped in accordance with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the state, adopted April 2, 2019. As

described in these procedures, wetland waters of the state will be mapped based on the procedures in ACOE's 1987 Corps of Engineers Wetlands Delineation Manual and its 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Areas under the jurisdiction of the RWQCB generally coincide with waters of the United States; however, isolated waters may be under the jurisdiction of the RWQCB as waters of the state as provided by the state Porter-Cologne Act. Additionally, riparian habitat associated with stream channels may be subject to the jurisdiction of CDFW. Dudek will utilize the User Manual for a Beta Streamflow Duration Assessment Method for the Arid West of the United States (Mazor et al. 2021) to determine if any stream channels detected within the JD Study Area are ephemeral.

Vegetation, hydrology, and soils will be examined at each of the potential wetland/waters sites. Several data stations will be conducted in areas to determine the extent of the jurisdictional areas. Where the extent of these jurisdictional areas is questionable or unclear, additional data stations will be completed. The 2018 ACOE National Wetland Plant List will be used to determine the indicator status of plant species. Drift lines and drainage patterns will be noted, where present. Munsell soil color charts will be used to determine soil chroma and value. Soil pits will be dug to depths ranging from 10 to 16 inches. Excavated soils will be examined for evidence of hydric conditions, including low chroma values and mottling, vertical streaking, and high organic matter content in the upper horizon. This scope of work includes up to four soil pits.

Once the data stations are completed, the boundaries of the jurisdictional features will be either delineated in the field using a GPS with sub-meter accuracy or mapped directly onto a 1 inch = 200 feet scale aerial photograph when features are easily discernible on the aerial photograph. All delineated features will be portrayed on project maps of the JD study area.

In order to support an AJD and/or permitting (further described under Optional Task BIO-5) Dudek will prepare a stand-alone JD report that describes the existing conditions within the JD study area in compliance with Special Public Notice dated March 16, 2017, Minimum Standards for Acceptance of Aquatic resources Delineation Reports. The JD report will support the approved jurisdictional determination request from ACOE.

The delineation report will include the following information:

- Contact information for the Sheriff's Department, property owner(s), and agent(s)
- Project location
- JD methods
- Results describing all aquatic resources, including a detailed table of each resource
- A description of existing field conditions
- A discussion of hydrology at the site
- Soils descriptions
- Required forms
- Maps prepared consistent with the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (ACOE 2016)
- Photographs showing representative aquatic resources
- Completed data station forms
- Digital GIS data of the aquatic resources

If the project includes impacts to jurisdictional resources, regulatory permitting will be required, further information for which is provided in Optional Task BIO-5 below.

Assumptions:

- This scope assumes that the JD will focus on JD study area, defined as the approximately 375-acre project site and a 50-foot buffer.
- This scope assumes that the fieldwork for the JD can be combined with the fieldwork for the habitat assessment, described under Task 3.3.1.
- This scope of work assumes up to four soil pits.
- One (1) round of revisions will be included, based on comments received from the Sheriff's Department.

Deliverables:

- Collected spatial data will be processed by Dudek and provided as a digital shapefile
- Electronic delivery of the Draft JD Letter Report for review
- Electronic delivery of the Final Jurisdictional Delineation Letter Report incorporating one (1) round of comments

4.3.3 Burrowing Owl Focused Surveys

As previously stated under Task 3.3.1, Dudek will first conduct a Step I habitat assessment for burrowing owl. If the habitat assessment yields suitable habitat, a Step II-A focused burrow survey and four (4) Step II-B focused burrowing owl surveys will be conducted in accordance with the Burrowing Owl Survey Instructions for the Western Riverside MSHCP (RCA 2006). For the burrow survey, a qualified biologist will walk uniform transects throughout the project site and a 500-foot buffer of the site (where access is authorized) and document any potential burrowing owl habitat on site (i.e., relatively open habitat with low gradients and burrow resources, which includes burrows or manmade structures 4 inches or greater in diameter) with a GPS unit.

For the focused burrowing owl surveys, surveys will be conducted by a qualified biologist within all areas where suitable burrowing owl habitat was identified during the burrow survey. Focused surveys for burrowing owl consist of site visits on four separate days conducted during the breeding season (March 1 – August 31). We have assumed for this scope and cost that 100% of the non-developed portions of the site within the MSHCP burrowing owl habitat assessment area (approximately 130 acres) will require focused burrowing owl surveys. This survey area is expected to take four person days per survey pass. Four survey passes are expected to take 16 person-days.

The results of the focused burrowing owl surveys will be included in the Biological Resources Technical Report, as described in Task 3.3.1. The Biological Resources Technical Report will include the methodology, results of the survey, site photographs, and a map depicting the location of all suitable burrows, burrowing owl sign, occupied burrows, and/or burrowing owls observed.

Assumptions:

- Approximately 130 acres of the project site will contain suitable habitat for burrowing owl and overlaps the MSHCP burrowing owl habitat assessment area
- Each survey pass can be surveyed in four (4) person days, requiring 16 person days total

- Dudek will provide our proposed survey area to the Sheriff's Department, and Sheriff's Department personnel will identify access restrictions or notification requirements. Sheriff's Department personnel will notify property owners or tenants, if necessary.

Deliverables:

- Results of the Focused Burrowing Owl Surveys will be included in the Biological Resources Technical Report (Task 3.3.1)

4.3.4 Rare Plant Surveys

As a part of Task 3.3.1, Dudek will review the physical characteristics of the project areas (including biogeography, elevation, soils, etc.) and records from the California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California to compile a list of species with potential to occur on site, referred to as "target species." This list includes special status plants (listed species and California Rare Plant Rank [CRPR] 1 or 2 species) with potential to occur that have been recorded within the on-site U.S. Geological Survey quadrangles and the surrounding nine quadrangles.

The target species will be grouped based on their blooming period to determine which groups of plants could be observed at the same time. Botanical survey schedules vary depending on weather patterns during the prior year and will be finalized based on reference population verification, discussed below. Given the typical blooming periods of these species, it is assumed that all potential target species could be surveyed for in two survey passes.

In reviewing the existing data, Dudek assumes that approximately 200 acres of potential habitat for special-status species will need to be surveyed during the first survey pass and 40 acres of potential habitat will need to be surveyed in the second survey pass. Typically, 40 acres of habitat can be surveyed by one biologist in one day. Therefore, for purposes of preparing a cost estimate, Dudek assumes that suitable habitat for special-status plant species can be surveyed in six person-days.

Plant species bloom at slightly different times each year depending on temperature, rainfall patterns, elevation, and other environmental factors. Reference population checks involve locating known populations of special- status plant species during a time frame when they are known to be blooming or exhibit other phenological characteristics that allow for species identification. Observations of reference populations during peak phenology provide assurance to the lead agencies and resource agencies that these species would be identifiable if they are present in areas proposed for ground disturbance. The focus of the reference plant population check will be on species that are state and federally threatened, endangered, or candidate for listing; one person-day per survey pass will be allotted to this task.

Focused special-status plant surveys will conform to the CNPS Botanical Survey Guidelines (CNPS 2001); Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018); and the USFWS General Rare Plant Survey Guidelines (Cypher 2002). All plant species encountered during the field surveys will be identified to subspecies or variety, if applicable, to determine sensitivity status. If target species are encountered, field personnel will record data points demarcating the edge of the polygon and assess population numbers using the Esri ArcGIS mobile application.

The results of the focused special-status plant surveys will be included in the Biological Resources Technical Report, as described in Task 3.3.1. The Biological Resources Technical Report will include the methodology, results of the survey, site photographs, and a map depicting the location of any special-status species detections.

Assumptions:

- For special-status plant surveys, 40 acres of habitat can be surveyed by a single biologist in one (1) day.
- Approximately 200 acres of suitable habitat for special-status plant will be surveyed within the project site in Pass 1 and 40 acres of suitable habitat will be surveyed in Pass 2, for a total of six (6) person-days.
- Focused special-status plant surveys will be conducted in two (2) survey passes.
- Reference population checks will be conducted in one (1) person-day per survey pass for two (2) person days total.

Deliverables:

- Collected spatial data will be processed by Dudek and provided as a digital shapefile
- Results of the rare plant surveys will be included in the Biological Resources Technical Report (Task 3.3.1)

4.3.5 Least Bell's Vireo Focused Surveys

Based on a review of the aerial photography, the basin in the southwestern corner of the project site contains up to 10 acres of potentially suitable habitat for least Bell's vireo. Therefore, protocol-level presence/absence surveys for least Bell's vireo are recommended. The survey will be conducted in accordance with the Least Bell's Vireo Survey Guidelines (USFWS 2001). A recovery permit pursuant to Section 10(a)(1)(A) is not required to conduct presence/absence surveys for least Bell's vireo, provided that the January 19, 2001, survey protocol is followed, and vocalization tapes are not used. A total of eight (8) site visits to areas of suitable habitat will be conducted with 10-day intervals between each visit. Dudek will conduct surveys between April 10 and July 31, between dawn and 11:00 a.m. Surveys will be conducted by a qualified biologist familiar with least Bell's vireo songs, calls, and plumage.

For purposes of this estimate, it is assumed that approximately 10 acres of potential habitat will need to be surveyed each of the eight survey passes. It is assumed that 8 person days would be required to complete the survey.

This task also includes the preparation of a report to be submitted to the USFWS within 45 days of survey completion per the permit condition. The results of the focused least Bell's vireo surveys will also be included in the Biological Resources Technical Report, as described in Task 3.3.1. The Biological Resources Technical Report will include the methodology, results of the survey, site photographs, and a map depicting the location of any special-status species detections.

Assumptions:

- It is assumed that there are approximately ten (10) acres of suitable habitat present and can be surveyed in a single person day. Eight survey passes will be covered in eight (8) person days.

Deliverables:

- Collected spatial data will be processed by Dudek and provided as a digital shapefile
- Results of the least Bell's vireo surveys will be included in the 45-day survey report and the Biological Resources Technical Report (Task 3.3.1)

4.3.6 Determination of Biologically Equivalent or Superior Preservation Report

If the habitat assessment described in Task 3.3.1 identifies unavoidable impacts to riparian/riverine habitat, a DBESP report must be prepared prior to project implementation. Dudek will coordinate with the Sheriff's Department regarding mitigation opportunities for the project. The proposed mitigation will be reviewed for compliance with the requirements of the MSHCP and recommendations provided if adjustments are needed.

Dudek will prepare a DBESP report summarizing the impacts to riparian/riverine habitat and proposed mitigation. In accordance with MSHCP requirements, the following information will be provided in the DBESP report:

- Definition of the project area
- A written project description, demonstrating why an avoidance alternative is not possible
- A written description of biological information available for the project site, including the results of resource mapping
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement
- A finding demonstrating that although the project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
 - Effects on Conserved Habitats
 - Effects on the species listed in Section 6.1.2 of the MSHCP
 - Effects on riparian Linkages and function of the MSHCP Conservation Area

This scope of work includes up to 20 hours of coordination support time, including one (1) virtual meeting with regulatory agency staff and the Sheriff's Department.

Assumptions:

- DBESP Report will be required if unavoidable impacts to riparian/riverine habitat are identified during the habitat assessment.
- One (1) round of revisions will be included, based on comments received from the Sheriff's Department.
- This scope includes twenty (20) hours of coordination support time, including Dudek attendance to one (1) virtual meeting with regulatory agency staff and Sheriff's Department.

Deliverables:

- Electronic version of the draft DBESP Report for review

- Electronic version of the final DBESP Report (revised based upon one [1] round of comments)

4.3.7 Regulatory Permit Applications

If the proposed project would impact jurisdictional water and/or wetlands, Dudek will prepare permit applications for ACOE, RWQCB, and CDFW using the most recent versions of the permit applications and will incorporate existing data from the previous application submittals, where still applicable, to expedite preparation.

Mitigation Review

Dudek will conduct a review of available credits within agency approved mitigation banks and in lieu fee programs to determine if credits are available meeting project requirements. Dudek will provide a summary of options and estimated costs. We have assumed up to 20 hours for this effort.

Approved Jurisdictional Determination

Based on a review of aerial imagery, the basin in the southwestern corner of the project site is unlikely to be regulated by the ACOE. ACOE may require the applicant submit a request for an Approved Jurisdictional Determination (AJD) to concur with the delineation. Dudek will submit the JD report (prepared under Task 2) and approved jurisdictional determination forms to the ACOE with a request for an approved jurisdictional determination. Dudek will coordinate with the ACOE and provide any additional data or analysis required to substantiate the findings. The ACOE will issue an approved JD letter and publish the findings on their website.

Depending upon the approvals required, existing precedents, and any Environmental Protection Agency (EPA) involvement, issuance of the letter may require 30 to 120 days.

401 Water Quality Certification/Waste Discharge Requirement

Section 401 of the Clean Water Act (CWA) requires that any discharge of dredged or fill material into waters of the United States, including wetlands, not violate state water quality standards. A water quality certification must be obtained as a condition of Section 404 of the CWA before the ACOE will issue the 404 Nationwide Permit (NWP). Additionally, for fill of waters of the state only, in accordance with the Porter-Cologne Act, a Water Discharge Requirement (WDR) is required. A written request for a Section 401 Water Quality Certification or WDR will be submitted to the RWQCB, based on the results of the pre-application coordination effort. A pre-application meeting is required 30-days prior to submittal of the application. The 401 Water Quality Certification/WDR request generally includes the following items:

- A completed application form
- A detailed project description
- Purpose and overall goal of the project
- Project schedule
- A description of project impacts
- Special-status species
- Aquatics resources delineation
- A description of best management practices to avoid construction and long-term erosion and sedimentation or discharge of pollutants into stormwater
- A discussion of the approvals being obtained from other federal, state, and local agencies

- The final CEQA document and Notice of Determination
- The application fee assessed using the RWQCB Dredge and Fill Fee Calculator (to be assessed by Dudek and provided by the Sheriff's Department).

Pursuant to the State Permit Streamlining Act, the RWQCB has 30 days following receipt of the 401 application to deem an application complete or request additional information. Following a determination that the application is complete and submittal of the final CEQA document and NOD, the RWQCB has an additional 60 days to issue the 401 Water Quality Certification.

1602 Streambed Alteration Agreement

The proposed project may result in permanent impacts to waters of the state under the jurisdiction of CDFW. Therefore, the project will require a Section 1602 Streambed Alteration Agreement (SAA). Dudek will prepare the SAA application for submittal to CDFW (Inland Deserts, Region 6). The notification generally includes the following items:

- A completed notification form;
- A detailed project description;
- A description of project impacts;
- A discussion of the approvals and certifications being obtained from other federal, state, and local agencies;
- The draft CEQA document (a final CEQA document and Notice of Determination must be submitted prior to permit issuance); and
- SAA application fee using the January 2016 fee schedule (to be assessed by Dudek and provided by the City).

CDFW is a state agency like the RWQCB; therefore, under the state Permit Streamlining Act, when the term of the requested agreement is 5 years or fewer, the CDFW has 30 days following receipt of the 1602 application to deem an application complete or request additional information. Following a determination that the application is complete and submittal of the final CEQA document and NOD, CDFW has an additional 60 days to issue the draft 1602 SAA for review/signature by the Sheriff's Department.

The current Streambed Alteration Agreement notification process is through the Environmental Permit Information Management System (EPIMS). Therefore, Dudek will prepare a paper submittal so the Sheriff's Department can review all the notification materials before Dudek submits the application on the EPIMS site.

Agency Coordination

Dudek understands that the Sheriff's Department will lead the discussions and consultation with the resource agencies following submittal of the permit applications. Dudek will log the date of receipt and tracking number (if applicable) for the 404, 401/WDR, and 1602 applications and will be available to the Sheriff's Department to provide any additional mapping, data or other documentation requested by agency staff and to discuss permit timing and strategy with the Sheriff's Department. This scope of work includes up to 20 hours of coordination support time, including one (1) site visit with regulatory agency staff and the Sheriff's Department.

Assumptions

- All application fees will be provided by the Sheriff's Department

- Electronic submittal of the permit application packages to the agencies and the Sheriff's Department
- The project's footprint will be finalized prior to the initiation of the preparation of the application packages.
- The Sheriff's Department will provide the project design, hydrology report, SWPPP, Grading Plans and/or final conceptual engineering drawings, construction/grading cross-sections, and any other technical documents to complete the application packages.
- Approximately 20 labor hours will be sufficient to develop the mitigation strategy
- No more than 20 labor hours will be required to respond to agency requests

Deliverables

- One (1) draft WQC/WDR application
- One (1) final WQC/WDR application
- One (1) draft routine SAA notification
- One (1) final routine SAA notification

4.3.8 Listed Branchiopod (Fairy Shrimp) Focused Surveys

As a part of Task 4.3.1, as discussed above, Dudek will evaluate the project site for features that could support listed branchiopods. If potential habitat is detected, Dudek will conduct listed branchiopod surveys within the project site. Dudek's scope of work includes conducting wet and dry season surveys for listed vernal pool branchiopods conducted in accordance with Survey Guidelines for the Listed Large Branchiopods (Survey Guidelines; USFWS 2017) and the recovery permit provisions of Section 10(a)(1)(A) of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., and its implementing regulations.

Wet Season Surveys

As required, a pre-survey notification will be submitted to USFWS for approval no later than 15 days prior to the planned start date of the wet season or dry season survey. This pre-survey notification can be completed for both the wet and dry season survey under a single authorization letter. According to the Survey Guidelines, the site should be visited after substantial rain events (generally 0.2 inches or greater; less in the middle of the wet season) to determine if the feature is "inundated" and meets the criterion for sampling, that is pooling at least 3 centimeters deep within 24 hours after rain. The ponded feature shall be surveyed/sampled at 7-day intervals after determining initial inundation. Sampling will continue until the ponded feature is observed dry or reaches 120 consecutive days of inundation. Surveys and sampling must be reinitiated within 7-days if the ponded feature dries out and become re-inundated again during the wet-season.

The survey will be concluded if listed large branchiopods are detected, on consent of USFWS, or after the feature is no longer inundated and the rainy season ends. Because rainfall quantity and the number of storms within a season cannot be predicted, it is difficult to determine in advance how many survey visits will be required in any rainy season. For purposes of this proposal and cost estimate, we have assumed up to 10 survey visits will cover the post-rain checks and the focused surveys for listed large branchiopods. Should more surveys be required, an amendment will be required to cover the additional survey visits. Likewise, should fewer than 10 survey visits be required, costs for the additional surveys not needed would not be billed.

If listed large branchiopods are detected, all individuals must be processed according to the USFWS and the Los Angeles Natural History Museum's (LNHM) standard for preservation and archival of vernal pool crustaceans. The voucher specimens will then be accessioned and relinquished to the LNHM. In accordance with the Survey Guidelines, a final survey report must be submitted within 90-days of the last survey visit. A draft report will be provided to the Sheriff's Department for review and one round of comments prior to submittal to the USFWS.

Task 4.3.1 includes preparation of a pre-survey notification letter to USFWS, up to 10 survey visits, a 90-day report, and collection of any voucher specimens should listed branchiopods be identified.

Dry Season Surveys

If features are detected within the project site that could potentially support listed fairy shrimp, Dudek will conduct a dry season survey for listed branchiopods in accordance with the Survey Guidelines and recovery permit provisions of Section 10(a)(1)(A) of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., and its implementing regulations.

As required, a pre-survey notification will be submitted to USFWS for approval, no later than 15 days prior to the planned start date (see Wet Season Surveys above). Dry season sampling will commence after receiving approval to proceed from USFWS. Once approved, all soil samples will be methodically collected by hand and will follow the Survey Guidelines. Based on the number of features and an assumed sample rate of 10 samples per feature, 150 soil/substrate samples will be collected. Immediately after collection, the soil/substrate samples will be stored in appropriate bags, individually labeled, and transferred to a laboratory for processing. Dudek's sub-consultant, Chuck Black, will process and analyze the samples.

In general, processing of the individual soil samples require hydration using a brine solution and screening of the soil through appropriate-sized sieves. After soil sample processing and collection of branchiopod cysts, all samples will be examined individually under a dissecting microscope. Branchiopod cysts will be counted, identified as to genus, separated out, and placed into appropriately labeled containers for storage. Depending on the results of the examination (i.e., amount of cysts collected per sample), the cysts may be placed into vessel for culturing where they will be hatched and reared until individuals have matured to the point that an accurate identification of species can be achieved. According to Section VIII of the USFWS survey guidelines, voucher specimens of listed species shall be prepared according to the repository standards and submitted to either the California Academy of Sciences or the Natural History Museum of Los Angeles County.

Within 90 days of collecting soil/substrate samples, Dudek will prepare a survey report in accordance with the requirements of the Survey Guidelines. A draft report will be provided to the Sheriff's Department for review and one round of comments prior to submittal to the USFWS.

Assumptions:

- This cost estimate assumes a maximum of ten (10) survey visits will be required during the wet season surveys and one site visit for the dry season survey.
- Cysts are assumed to be present in some of the dry-season samples.
- Because cysts can only be identified to genus, Dudek assumes that it will be necessary to attempt to grow out recovered cysts to attempt to identify shrimp to species level to determine the presence/absence of each of these species.

- Dudek has included \$1,000 for costs associated with submitting voucher specimens, including postage, delivery, and any museum processing and storage fees will be paid by the Sheriff's Department.

Deliverables:

- Collected spatial data will be processed by Dudek and provided as a digital shapefile
- Results of the fairy shrimp surveys will be included in the 45-day survey report and the Biological Resources Letter Report (Task 4.3.1)

4.4 Cultural Resources

Records Search

Dudek will plan to utilize previous California Historical Resources Information Systems (CHRIS) records search results for the project area and a one-half-mile radius that was completed at the Eastern Information Center (EIC) in January 2020 for the BCTC Hazardous Fuel Reduction Project.

Survey

Dudek will survey the project site for both archaeological and historic built environment resources. Dudek assumes locational data will be provided for the proposed project area and fieldwork will be conducted according to those delineated boundaries. The archaeological survey will focus on areas planned for project use and will utilize previous technical findings from the Hazardous Fuel Reduction projects referenced above, as appropriate. Dudek assumes that archaeological survey can be completed by a single archaeologist in a standard 8-hour day and that no newly or previously identified archaeological resources will be encountered requiring additional recordation. For the purposes of this scope and cost, Dudek assumes that a Native American monitor will not be required during the survey.

The built environment component of the survey will entail taking detailed notes and photographs of one property, the BCTC, which is comprised of the following APNs: 294-110-005, 295-020-005, 295-020-008, 294-110-004, 294-130-007, and 294-130-008. The BCTC contains eight (8) buildings over 45 years old located in the County of Riverside. The survey will include documentation of character defining features, spatial relationships, landscaping, alterations, and the overall existing conditions of the property. The survey will be restricted to the exterior of the buildings and grounds. It is assumed that the architectural historians performing the survey will have access to all exterior areas of the property. Dudek assumes that the survey will require no more than two (2) architectural historians working no more than one (1) day to complete this task.

Native American Heritage Commission Outreach

Upon written notice to proceed, we will also initiate correspondence with the NAHC to request a search of the Sacred Lands File for any known Native American resources identified within the area of potential effect. As part of the results of this search, the NAHC will provide a current Contact List of tribal individuals and organizations that may have additional information concerning resources in the vicinity. As this is a CEQA-only investigation, no follow up communications will be initiated by Dudek with NAHC-listed tribes. It is assumed that formal consultation with Native American tribes pursuant to AB 52 will be completed by agency staff. Dudek assumes that we will review no more than 5 emails and join one one-hour virtual meeting with consulting tribes.

Record and Evaluate Resources

Riverside County Assessor property records indicate that the proposed project area includes six APNs, 294-110-005, 295-020-005, 295-020-008, 294-110-004, 294-130-007, and 294-130-008. The property appears to have approximately eight (8) buildings over 45 years old, which were constructed between 1948 and 1966. The property was previously evaluated for its association with military history and Camp Haan with the period of significance ending in 1945 when Camp Haan closed. Supplemental research will be conducted to develop a post-1945 context for the property. The property will be recorded on State of California Department of Parks and Recreation Series 523 Forms (DPR forms), and will be evaluated in consideration of NRHP, CRHR, and Riverside County landmark designation criteria and integrity requirements.

Based on cursory background research, Dudek assumes that the BCTC developed as a single complex over time, and it will require recordation as a single historic age property under this scope of work. Should any additional resources be identified as a result of the survey requiring recordation and evaluation a budget augment will be required to address the resources.

As part of this task, Dudek will conduct building development research to determine the nature and extent of alterations that have been made to the property over time and retrieve information on any previous owners/occupants. Dudek will also conduct archival research to develop the appropriate historic context for the property significance evaluations. This may include visiting local libraries, archives, and contacting relevant historical societies.

Cultural Resources Reporting**Archaeological Resources Report**

Dudek will document the results of the archaeological resources investigation in a County compliant report. This report will include a project location and description, regulatory context, review of geomorphic information for suitability to support unanticipated cultural resources, a summary of records search results and NAHC search, a discussion of impacts to cultural resources, and recommended mitigation.

We assume no more than one (1) draft and one (1) final version of the memorandum will be required (electronic copies). It is anticipated that a draft cultural resources memorandum will be provided within 8-weeks of contract authorization and formal notice to proceed.

Built Environment Inventory and Evaluation Report.

Dudek will prepare a Built Environment Inventory and Evaluation report that will summarize the results of the historic built environment survey, research methodologies, and property significance evaluations. The report will discuss the proposed project description, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. The report will utilize previous evaluations and include supplemental research to create an appropriate context and identify a potential period of significance for the BCTC. The report will also analyze the proposed project's potential to impact historical resources under CEQA and will provide mitigation measures as appropriate. All DPR forms will be included as an appendix to the report. We assume no more than one draft and one final version of the report will be required and that all versions will be provided electronically. The estimated schedule for completion of the draft report is 8-10 weeks from Notice to Proceed (NTP).

CEQA Document Sections

Cultural Resources

Dudek will prepare a CEQA document section that will summarize the results of the records search, Native American coordination, and background research. The section will discuss the proposed project's potential to impact historical and archaeological resources under CEQA and will provide mitigation measures and recommendations as appropriate.

Tribal Cultural Resources

Dudek will summarize the results of the NAHC Sacred Lands File results and tribal outreach, and all of the County's AB 52 efforts for the project, including notification and consultation with applicable tribes in the CEQA document. In addition, the section will provide a brief analysis of potential project-related impacts to Tribal Cultural Resources in conformance with CEQA and will provide mitigation measures and recommendations as appropriate.

4.5 Geotechnical Report

Dudek has teamed with Leighton Consulting, Inc. (Leighton) for the preparation of a Geotechnical Report. The purpose of the Geotechnical Report is to provide technical reporting relating to geologic hazards and potential geotechnical constraints for the proposed development in support of EIR documentation in accordance with CEQA.

Based on review of regional geology maps and other subsurface data from nearby Leighton projects, the site is mapped as underlain by tonalite basement rock of the Peninsular Ranges batholith. Tonalite is an igneous rock with mineral compositions that are typically resistant to surface conditions and are commonly very hard near the surface. Due to the presence of basement rock at the surface, regional groundwater is not expected below the project site, however, perched groundwater may be present.

The project site is located outside of any State or County designated Earthquake Fault Zones. The State of California has not evaluated the property for liquefaction hazards. The project site is located outside of any County designates zones of liquefaction susceptibility.

4.5.1 Geologic Hazard and Geotechnical Review

Leighton's geologic hazard and geotechnical review will be conducted in support of the preparation of an EIR for the proposed project. Leighton will review pertinent reports, maps, and aerial photography from their in-house library or available online that cover geologic and geotechnical conditions of the site and vicinity. An evaluation of site conditions will be provided, along with potential mitigation alternatives where appropriate. Leighton's review will focus on site-specific hazards such as faulting, seismicity, liquefaction, landslides, flooding, etc.

Through this process of review, Leighton may identify aspects of the proposed development in which gaps in data and/or analysis exist that will require resolution. Leighton will identify potentially significant geological and geotechnical constraints to develop the project site and summarize our findings in a report prepared by professional staff of our their licensed by the State of California as a Certified Engineering Geologist (CEG) and Geotechnical Engineer (GE). Leighton's geologic hazard and geotechnical review report will include the following tasks:

- Leighton will review available in-house geotechnical reports, literature, and maps relevant to the site available from our in-house library or in the public domain. Review and discussion of the geotechnical characteristics of the earth materials based on available information to evaluate the potential impacts on the project site.
- Leighton will perform additional geotechnical analysis based on the current site conditions and prepare a geohazard report for site development. Recommendations for further exploration and analysis may be necessary.

4.6 Hazards and Hazardous Materials

Dudek hazardous materials specialists will evaluate potential impacts due to current and past use/storage of hazardous substances, location on or in near proximity of a contaminated site, and potential impacts on sensitive receptors and public safety plans. Potential environmental concerns will be identified, and mitigation recommended as necessary. The hazards and hazardous materials assessment for the EIR will include the following:

- Review of federal, state, and local regulatory agency records per Government Code Section 65962.5 for sites within and adjacent to the project sites, including the RWQCB GeoTracker website, Department of Toxic Substances Control's EnviroStor website, and California Environmental Protection Agency's Regulated Site Portal
- Review of previous EIRs, available environmental site assessment/investigation/remediation reports, and relevant regulatory documents for the project site and adjacent sites that would potentially impact the project site
- Review of the National Pipeline Mapping System for hazardous material pipelines
- Review of CalGEM for oil and gas wells
- Evaluation of local safety plans, emergency response plans, and wildland fire zones
- Evaluation of potential impacts to nearby airports
- Evaluation of potential impacts to nearby school sites

Impacts will be evaluated with regard to the construction and operations components of the proposed project, including proposed use/handling of hazardous materials/wastes. If the findings indicate potential impacts related to hazards and hazardous materials, mitigation measures may include further work related to site assessment, investigation, remediation, human health risk analyses and/or construction and operations management/contingency measures.

Deliverables:

- Hazards and Hazardous Materials analysis included in the CEQA document (electronic copy)

4.7 Hydrology and Water Quality.

A Hydrology Technical Study for the project will be prepared that delineates and describes both existing and proposed drainage patterns on the site and conducts hydrologic analysis in accordance with appropriate hydrologic standards and guidelines, as specified below. Existing and proposed site drainage areas will be delineated and characterized based on the best available information pertaining to topography, impervious cover, land use, soils, Dudek will conduct peak flow and total volumetric flow analyses for the project site under existing and proposed conditions using the County of Riverside's Synthetic Unit Hydrograph methodology outlined in the 1978 Hydrology Manual. The ACOE Hydrologic Modeling System (HEC-

HMS) will be utilized to calculate pre- and post- project peak discharge for the 10-year and 100-year return rainfall events with storm durations of 1-, 3-, 6-, and 24- hours. Methods for developing the model in HEC-HMS will follow the protocol established in the County's 2016 HEC-HMS guidance document. The study area for the flow analysis will be limited to the site itself and the contributing watershed area located immediately up-gradient from the project, which is assumed to extend to the northwest and encompass approximately 600 acres. These assumptions are based on StreamStats watershed analysis and review of the 2002 EIR. StreamStats is a stream flow statistics and spatial analysis tool developed by the USGS. Dudek will also investigate other recent development projects in the area to refine assumptions made about the drainage area. Dudek will document the results of the analysis in a Hydrology Technical Study, and if necessary and in coordination with the project design team, include recommendations to adequately handle the difference between pre- and post-project peak flow rates on the project site.

The Draft Hydrology Study will be submitted to the client for review and comment. Upon receipt of a consolidated set of review comments, Dudek will prepare and submit to the client a Final Hydrology Study which will incorporate comments from the Draft Hydrology Study.

Deliverables

- Draft Hydrology Study (electronic copy)
- Final Hydrology Study (electronic copy) to be included as an appendix to the EIR

4.8 Noise and Vibration

Dudek proposes to provide a standalone technical noise study that can support an EIR for the proposed project. Dudek will review available project design information prepared by the Sheriff's Department (or its authorized representatives or design/planning partners), along with local ordinances, relevant general plan policies, and appropriate state and federal guidance that may influence the assessment of noise and vibration impacts attributed to the project. We will prepare and submit a data request for identifying information needs from the Sheriff's Department, the response to which should enable subsequent noise and vibration analyses to proceed.

We will conduct a brief field survey during daytime hours to measure outdoor ambient sound pressure level (SPL) measurements at up to eight (8) on-site, project property line, and off-site measurement locations, thus collecting data to quantify and help characterize baseline acoustical conditions for the project vicinity. Although Dudek recently collected similar baseline SPL readings in January 2021 for the BCTC School of Public Safety Initial Study/Mitigated Negative Declaration, and would aim to re-use them for this project noise assessment, the purpose of these proposed new baseline SPL readings would be to update data collection at up to all five (5) surveyed locations described in the Ben Clark Public Safety Training Center Final EIR (FEIR)² and add new SPL measurement positions to represent areas of recent offsite residential development, such as the new single-family communities north of Lurin Avenue. These investigator-attended short-term (ST) measurements will typically be no more than 15 minutes in duration each and performed with a portable American National Standards Institute (ANSI) Type 1 or 2 sound level meter (SLM). During the site survey, the investigator shall make sample traffic volume counts and document other observations with respect to field conditions and witnessed or perceived acoustical contributors to the measured SPL. At its discretion, Dudek will also deploy up to three (3) unattended "long-term" (e.g., up to 24 consecutive hours) SPL monitors at one or more of the ST survey positions to quantify the typical outdoor sound environment during evening and nighttime hours.

Using available project information and Sheriff's Department responses to the data request, we will perform the following predictive analyses:

- Project-attributed construction noise level, assessed at up to twelve (12) common representative noise-sensitive receptor locations, using a Dudek-selected or developed prediction tool that emulates the Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) and its reference data for up to two (2) construction schedules (and corresponding equipment/activity rosters) that each involve the following: up to one hundred (100) distinct construction activity locations across the BCTC property, and evaluated for up to one hundred (100) distinct consecutive time periods (weeks, months, etc.) representing the expected implementation progress of the project facility development plan. Predicted results will be tabulated and contrasted with applicable impact assessment thresholds to identify what individual or concurrent activities may require mitigation with respect to attaining compliance at one or more of the 12 receptor positions.
- At up to the same 12 receptors, potential ground-borne vibration velocity exposures attributed to nearby project construction activities with Federal Transit Administration (FTA) or California Department of Transportation (Caltrans) relevant techniques, guidance, and referenced data.
- Using an estimation algorithm at Dudek discretion (e.g., FHWA TNM [Traffic Noise Model, version 2.5]), traffic noise level emission from up to twelve (12) existing nearby offsite and onsite roadway segments for up to four (4) scenarios as follows: existing conditions, existing-plus-project, cumulative (future year including other vicinity project contributions), and cumulative-plus-project scenario.
- Using Datakustik CadnaA software or an alternative tool at Dudek discretion³, and at up to the same 12 receptors, aggregate non-transportation (i.e., sound-producing sources associated with a stationary on-site project facility, not the roadway noise analysis) noise emission for an average of up to two (2) operation scenarios from each of up to eighteen (18) of the anticipated project facilities (as previously appearing in the FEIR and/or as numbered in the "High-Level Scope of Work" Project description) and one all-encompassing BCTC-wide scenario as follows:
 - Force Continuum (FEIR)
 - Driver Training (FEIR) or "EVOC" (No. 5)
 - Scenario Village (FEIR, No. 11, No. 15)
 - Fire Training (FEIR, No. 25)
 - Canine Training (FEIR)
 - Helicopter routes and landing areas (FEIR)
 - Equine Training (FEIR)
 - Indoor Shooting Range (No. 7 on high-level list)
 - Rooftop HVAC and other outdoor-exposed mechanical from up to twelve (12) other planned new buildings:
 - Café/Auditorium (No. 8)
 - Armory Building (No. 9)
 - SWAT Building (No. 10)
 - Retail/Food Court Space (No. 12)
 - Administration Building (No. 13)
 - New Dormitory (No. 14)
 - Indoor pool complex (No. 17)
 - TSB (No. 18)
 - Sheriff's Administration Building (No. 21)

- Emergency Operations Center (No. 22)
- Special Investigations Bureau (No. 23)
- Dispatch (No. 24)
- Concurrent operation from all eighteen (18) facilities/buildings above
- Predicted results will be tabulated. For the Force Continuum, EVOC, Indoor Shooting Range, and up to three (3) additional facilities selected by the Sheriff's Department, Dudek will also prepare noise contour maps or color-coded bands of dBA level ranges across a geographic area that encompasses the studied project facility area and its surroundings out to a reasonable distance (e.g., that includes the nearest noise-sensitive on-site or offsite receptor). Because the BCTC property is relatively flat with respect to terrain variation, predictive modeling will conservatively ignore topography; however, due to the intended design of the Force Continuum area and its surrounding berm and walls, topography may be included in the modeling at Dudek discretion.
- Qualitative check for aviation noise exposure (if applicable) to future onsite project workers; and if potentially present at significantly impactful levels (i.e., > 65 dBA CNEL), Dudek will perform exterior- to-interior noise intrusion analyses for up to ten (10) sample non-residential building occupied interior spaces to assess the sound insulation adequacy of the exterior facades (including fenestration, wall assemblies, etc.)

If predicted noise and/or vibration levels due to the project are expected to exceed relevant standards and policies, we will recommend conceptual and practical options for noise-reducing project design features (PDF) or mitigation measures. Summarized results and findings will be compiled into a concise technical noise report for submission to and review by the Sheriff's Department. By way of edits to the draft deliverable, Dudek will respond to a round of comments from the Sheriff's Department.

Deliverables:

- Draft Noise Report (electronic copy)
- Final Noise Report (electronic copy) to be included as an appendix to the EIR

² See Table III-9 and Figure III-14 (Pages III-8-2 and -4) of the FEIR.

³ However, like CadnaA, based on International Organization for Standardization (ISO) 9613-2 sound propagation algorithms and reference data that consider "downwind" geometric divergence and other sound attenuation factors that can include (as applicable) atmospheric acoustical absorption, ground effects, and direct sound path interference due to the location of onsite terrain and man-made structures.

4.9 Transportation

Dudek has teamed with Urban Crossroads for the preparation of the transportation analyses associated with the proposed project. Given their extensive experience in the project area, Urban Crossroads can rely upon existing information and will complete the following technical studies for use in the Draft EIR.

Vehicle Miles Traveled Screening Evaluation

The following scope of work assumes that this project is being developed solely for use by local essential service agencies, including the Orange County Sheriffs and Fire Department, and will not for use by the general public. As such, Urban Crossroads will conduct a project screening analysis to determine if the project meets the VMT screening criteria included in County of Riverside Transportation Analysis Guidelines for Level of Service and Vehicle Miles Traveled (October 2020). Urban Crossroads will then

document results of the VMT screening review in a memorandum. This scope of work and cost estimate assumes one round of review, comment, and revision.

Level of Service Traffic Study

A formal traffic study scoping document will be submitted to County staff for review and approval prior to commencement of the traffic analysis.

Due to the unique nature of the proposed project uses, project-related vehicle trips will be based on user-supplied data or we will work with the Sheriff's Department to develop reasonable trip generation assumptions for the project. Determine project trip distribution patterns based on existing and planned land uses in the area along with the planned circulation system. Based on the project-related trip generation and trip distribution patterns; establish the required study area intersections to be evaluated in the traffic impact analysis based on the County traffic study guidelines, or as directed by the lead agency. Identify known cumulative development projects and ambient growth patterns. Prepare a draft of the traffic study scoping assumptions and submit it to the jurisdiction for review and approval. Interface with jurisdiction staff to finalize the traffic study scoping agreement.

Conduct weekday morning (7:00 a.m. to 9:00 a.m.) and weekday evening (4:00 p.m. to 6:00 p.m.) peak hour turning movement count data at up to 10 intersections and up to 4 roadway segments. Field inventory of intersection traffic control measures, approach lanes at intersections, and through travel lanes along segments.

Estimate trip generation and trip distribution for other (cumulative) development based on the latest ITE Trip Generation Manual (10th Edition, 2017). It is estimated that up to 35 individual cumulative development projects may need to be included in this traffic analysis. As such, this scope of work assumes that this number of cumulative projects will need to be modeled as part of the future year cumulative traffic forecasting process. Calculate cumulative near-term future average daily traffic (ADT) and peak hour turning movement volumes for up to 10 study area intersections. Calculate cumulative near-term future daily traffic (ADT) flows on study area roadway segments.

Assess intersection capacity and LOS for up to 10 study area intersections for each of the following traffic conditions, based on the latest HCM methodology (6th Edition):

- Existing
- Existing plus Project
- Opening Year Cumulative Without Project
- Opening Year Cumulative With Project

Perform traffic signal warrant analyses, for unsignalized study area intersections, for each of the traffic scenarios described above. Recommend improvements necessary to maintain acceptable intersection performance at the study area intersections for each of the future traffic scenarios described above. Lastly, evaluate existing transportation impact fee programs in the County.

Urban Crossroads will then prepare a draft traffic report that incorporates the findings and all supporting calculations. This scope of work and cost estimate assumes one round of review, comment and revision based on County review comments. All meeting attendance and participation will be conducted virtually.

Deliverables:

- Draft VMT Screening Memo (electronic copy)
- Final VMT Screening Memo (electronic copy) to be included as an appendix to the EIR
- Draft LOS Traffic Study (electronic copy)
- Final LOS Traffic Study (electronic copy) to be included as an appendix to the EIR

4.10 Wildfire

Based on our review of the information, including the site plan, the requested fire protection plan will evaluate fire risk and inform the project regarding fire code conformance. This proposal provides a scope of work for initial fire protection planning services to help guide the project toward an acceptable level of fire safety through preparation of a Fire Protection Plan (FPP) that addresses fire issues.

Data Acquisition

Dudek would acquire site and site-adjacent data including digital vegetation, topography, fire history, wind, temperature, and precipitation data from the Sheriff's Department and from available public GIS sources. We will utilize this data, along with any updated site plans for our analysis and exhibit preparation.

Site Risk Assessment and Data Collection

Dudek will conduct site specific risk assessment and field data collection that will be used for completing the overall project risk assessment and fire behavior modeling analysis. Among the field tasks that will be completed are as follows:

- Vegetation measurements and mapping refinements
- Fuel load analysis (current and historic)
- Topographic features documentation
- Photograph documentation
- Off-site land uses and fuel status
- Confirmation/verification of hazard assumptions
- Access/egress documentation
- Preliminary meeting with Fire Department, as necessary

Fire Behavior Modeling

A component of most FPPs, fire behavior modeling is utilized to measure the predicted fire intensity, as determined by heat output and flame length, for a given area. The output is a cost-effective means for determining priority hazard areas and graphically portraying them in the FPP. A Dudek fire behavior modeler will utilize collected site information, augmented by publicly available weather inputs to conduct fire behavior modeling using the BehavePlus fire behavior model. Fire behavior modeling can help substantiate the risk presented by specific conditions of the project area and help determine the type of fuel modification and structural enhancements that will be required to reduce the potential fire hazard. We will prepare one model exhibit indicating each fire behavior model run throughout the site. We anticipate modeling up to four locations representing different fuel types and including on each project perimeter and in the adjacent open space preserved area, and as dictated by our site observations. We will also provide a model that indicates the post-project, fuel modification zone fire behavior reductions.

In addition, a Fire History Exhibit will be prepared with the use of GIS indicating the number of fires that have burned the area since documentation was initiated (late 1800's). The exhibit will be a color-graphic

portraying fire perimeters throughout the project area and within its vicinity. This information will be incorporated into our analysis and recommendations.

Fire Protection Plan Preparation

Dudek will prepare an FPP meeting the Riverside County Fire Department (RCFD) requirements/guidelines. The FPP will provide a comprehensive fire protection dialogue and format created through our extensive experience on similar projects. We document the site's fire environment and how it will be mitigated through scientific analysis and experienced fire planning judgement and measures successfully used on numerous other projects. We will utilize an FPP standard that includes the basic components necessary to evaluate risk and provide measures to mitigate that risk. FPPs effectively memorialize risk-based requirements of projects with input and final approval by the Fire Authority Having Jurisdiction. Goals of the project's FPP are to minimize and mitigate fire issues created by the project and to reduce the impact the project may have on the local fire protection delivery system. For the proposed project, it is anticipated that the FPP will be used to document the project's conformance with codes, particularly regarding fuel modification zone provisions, dead end road length, secondary access, and water availability, amongst others. The FPP will detail provisions for alternative materials & methods for providing the same practical effect for project features that cannot comply strictly with the code. Our goal will be to avoid changes in the project footprint or creating additional, unanalyzed impacts.

The FPP will include sections addressing the following components:

- Executive Summary
- Introduction
- Site and project description
- Site specific risk assessment
- Vegetation descriptions
- Fire behavior models
- Access roads (widths, lengths, parking, per project site plans)
- Water supply (per local water supplier estimates)
- Fire protection systems (sprinklers as required by code)
- Emergency access/egress (secondary egress availability)
- Fire department response and aid agreements (description of existing)
- Vegetation management and defensible space (summarize Fire Management Plan)
- Structural protection/building ignition resistance (compliance with Chapter 7A)
- Alternative Materials and Methods providing "same practical effect" for non-conformance
- Fire Management Zone Maintenance recommendations/requirements
- Emergency Planning
- Mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site (consistent with the Fire Code)

Dudek anticipates one review, comment, and revision cycle with the client and one review, comment, and revision cycle with the RCFD. The draft FPP will be submitted electronically for client review. Three hard copies of the draft FPP will be submitted for RCFD review, and up to five (5) hard copies of the final FPP will be submitted.

Note: Dudek will consult with the project's landscape architect for FPP consistency with the project's fuel modification plan/landscape plan but will not prepare fuel modification plans/exhibits under this scope of work. Should you request preparation of fuel modification plans, Dudek will submit a scope of work and anticipated budget for authorization prior to proceeding.

Meetings Project Administration, Publication Services, and Communications

Dudek anticipates attendance at up to two online meetings through the project with the project team and RCFD. These meetings will include presenting our initial findings, discussing potential issues, proposing mitigating measures (internally and then to RCFD). No community or public meetings are included under this scope of work. Other communications and administrative, quality assurance/quality control, report production, and project management are included in this task as is general consultations with project engineers, biologists, landscape architects, and planners regarding fire protection.

Deliverables:

- Draft Fire Protection Plan (electronic copy)
- Final Fire Protection Plan (electronic copy) to be included as an appendix to the EIR

Task 5 Draft EIR

5.1 Administrative Draft EIR

Dudek will prepare a comprehensive, accurate, and objective project-level EIR for the proposed project pursuant to CEQA and all guidance and procedures established by the State and County of Riverside for the purpose of environmental review.

The main purpose of the EIR is to thoroughly and accurately analyze the environmental impacts of the proposed project with respect to resources not eliminated during preparation of the IS, which in this case would include aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation, tribal cultural resources, utilities and service systems, and wildfire. The document will, as much as is possible, be free of industry jargon so that the information it contains is easily accessible to decision makers and the public. The methodology and criteria used for determining the impacts will be clearly and explicitly described in each section of the EIR, including any assumptions, models, or modeling techniques used in the analysis.

The EIR will include the following required sections: Table of Contents, Executive Summary, Introduction, Project Description, Environmental Impact Analysis, Cumulative Effects, Alternatives, Other CEQA Requirements, Preparers and Contributors, References and Acronyms, and Technical Appendices.

Dudek assumes that the Project Description prepared under Task 1, at the outset and approved by the Sheriff's Department prior to circulating the NOP, will not change once the EIR analysis commences. Developing an accurate, finite, and stable project description prior to beginning substantial work on the environmental document will expedite the preparation and processing of an EIR.

The following outlines Dudek's approach to each chapter for the Draft EIR.

Table of Contents.

The table of contents will contain a list of EIR contents, including text discussions and lists of tables and exhibits. It will also include a list of appendices.

Executive Summary.

Pursuant to Section 15123 of the CEQA Guidelines, the summary will contain an overview of the proposed project, including a list of required discretionary approvals. The summary shall also include a summary of impacts and mitigation measures; known areas of controversy, including issues raised by other agencies and the public; and a summary of alternatives to the proposed project.

Introduction.

The Introduction chapter of the EIR will define the purpose, scope, and legislative authority of the EIR; the requirements of CEQA; and other pertinent environmental rules and regulations. This section will also describe the environmental procedures used to prepare the analysis. The intended uses of the EIR will be outlined. A list of discretionary approvals will also be included. In addition, this section will include a list of related agencies and approvals. Major known issues or issues of controversy will be summarized. Finally, a summary of the document organization will be included.

Project Description.

The bulk of this chapter will be prepared prior to circulating the NOP. However, a list of relevant projects to be utilized throughout the cumulative impacts analysis will be included at this stage, as will be a summary of the cumulative impact assessment approach.

Environmental Impact Analysis.

Select CEQA topics will be eliminated from the EIR during IS preparation, as appropriate. The remaining CEQA topics will be analyzed within this section of the EIR. The technical analysis completed for each of these remaining environmental issues areas to be evaluated in the EIR will rely on the technical reports being prepared by Dudek team members, as detailed in Task 3.

Cumulative Effects.

The cumulative analysis will be qualitative in nature and will be based upon known projects, either approved, proposed (applications on file), or reasonably foreseeable, within a defined area around the proposed project, as determined by the factors relevant to each environmental issue area. The cumulative impact assessment will be based on potential development projects that may, in combination with the proposed project, create cumulatively considerable environmental impacts, as required by Section 15130 of the CEQA Guidelines.

Alternatives to the Proposed Project.

To accurately define alternatives, Dudek will work with the Sheriff's Department to clearly articulate project objectives. The EIR will assess alternatives considering the CEQA mandate to reduce significant project impacts while meeting the project's basic objectives.

Dudek will use a two-tiered approach to the alternatives analysis. Dudek will (1) describe the alternatives screening process in coordination with the Sheriff's Department, and (2) describe and analyze those alternatives selected for detailed study. This will allow the EIR to demonstrate that sufficient consideration was given to an appropriate range of alternatives. The section will describe a range of alternatives initially

considered, including their ability to meet “screening criteria.” Alternatives not carried forward for detailed analysis will be identified, and the reason for rejection of these alternatives will be specified.

For those alternatives described in detail, the EIR will qualitatively address the environmental impacts that would result. Dudek will work closely with the Sheriff’s Department to develop a reasonable set of alternatives, which are likely to include a no-project alternative (as outlined in CEQA Guidelines Section 15126.6 and two modified development scenarios tied to the reduction or avoidance of significant impacts. Additional alternative(s) would be determined once key project impacts have been further defined. For cost-estimating purposes, Dudek assumes that three alternatives, including the No Project Alternative, will be evaluated in the EIR.

The alternatives will be described in a sufficient level of detail to allow meaningful comparison with the proposed project. Each alternative will be evaluated with respect to each key impact category. The advantages and disadvantages of each alternative relative to potential environment impacts, and the reasons for rejecting or recommending each alternative, will also be discussed, and the environmentally superior alternative will be identified. During the course of the environmental analysis, minor variations to the proposed project that could have the effect of reducing or eliminating environmental concerns may become apparent. These variations will be recommended, where feasible.

Other CEQA Considerations.

This chapter of the EIR will briefly summarize the impacts of the proposed project, the level of significance of impacts, recommended mitigation measures, and the level of significance after mitigation. Long-term implications of the project will be discussed, including any potential growth-inducing and irreversible impacts of the proposed project. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth, will be qualitatively analyzed, to the extent that they are applicable. This section will also include a list of all significant irreversible environmental changes that would occur as a result of the project (these changes would be involved in the proposed action should it be implemented).

Preparers and Contributors.

This chapter will contain a list of organizations and persons consulted during preparation of the EIR and will list all persons involved in the preparation of the document with their title and role, as well as contributors to the content of the EIR.

References and Acronyms.

The EIR will include a list of all references cited during preparation of the EIR. It should be noted that it is Dudek’s standard policy that a digital copy of all references used to prepare the Administrative Draft EIR can be submitted to the Sheriff’s Department, if necessary, during the time of initial review. The EIR will also provide a list of acronyms and their definitions as used in the EIR.

Technical Appendices.

All technical studies, survey results, data, and public and agency NOP comments will be included as appendices to the EIR.

Deliverables:

- Administrative Draft EIR: electronic copy (MS Word) for review
- Administrative Draft EIR: electronic copy (PDF) for review

- Administrative Draft EIR #2: electronic copy (MS Word) for review
- Administrative Draft EIR #2: electronic copy (PDF) for review

Assumptions:

- Two (2) rounds of review of the Administrative Draft EIR would be completed by the Sheriff's Department.
- The CEQA-adequate project description prepared under Task 1, at the outset and approved by the Sheriff's Department prior to circulating the NOP/IS, will not change once the EIR analysis commences.
- The alternatives analysis will include an analysis of no more than three alternatives, inclusive of the No Project Alternative.
- If additional technical studies are prepared, outside of those identified under Task 4, the scope of work and budget would be amended.
- If new unanticipated environmental issues are raised during scoping, additional costs may be incurred to address them in the EIR.

5.2 Screencheck Draft EIR

Upon receipt of a consolidated set of review comments by the Sheriff's Department on the Administrative Draft EIR #2, Dudek will revise the document and prepare a Screencheck Draft EIR for submittal to the Sheriff's Department and their technical team, for review and comment. Dudek will revise the Screencheck Draft EIR, per the Sheriff's Department comments, and submit the revised document to Sheriff's Department for another round of review/comment/revisions. All submittals of Screencheck Draft EIR will be provided to the Sheriff's Department as an electronic MS Word file in track changes for ease of review of revisions made. To facilitate the schedule, the Screencheck Draft EIR will be considered a spot-check copy for the Sheriff's Department review prior to preparation of the Public Review Draft EIR.

Deliverables:

- Screencheck Draft EIR: electronic copy (MS Word, in track changes for ease of review, and a clean compiled PDF of EIR figures) for review

Assumptions:

- All Sheriff's Department comments, including comments from legal counsel, on the Screencheck Draft EIR will be consolidated by the Sheriff's Department into one Word document (or in tracked changes within the documents reviewed) to the extent possible to provide a more efficient review (and reduce any potential conflicts with internal comments).
- Dudek will make one (1) round of revisions to the Screencheck Draft EIR per Sheriff's Department comments to create the Print-Check Draft EIR for submittal to the Sheriff's Department.
- Dudek will make one (1) final round of revisions, assumed to be minor and editorial in nature, to the Print-Check Draft EIR based on outstanding comments provided by the Sheriff's Department.

5.3 Public Draft EIR

Dudek will prepare a Public Draft EIR for a 45-day public review period that addresses all of the comments provided by the Sheriff's Department on the Print-Check Draft EIR. For cost-estimating purposes, Dudek assumes the final round of review, comments, and revisions will only require minor text edits and changes.

Dudek will prepare drafts of both the Notice of Availability (NOA) and the Notice of Completion (NOC) for Sheriff's Department review. Upon receipt Sheriff's Department review comments, Dudek will finalize these documents for Sheriff's Department signature and distribution. Dudek will be responsible for providing the NOC, NOA, the public review Draft EIR, and technical appendices to the SCH (via an electronic submittal) as well as posting the NOA with the Riverside County Clerk. Sheriff's Department will be responsible for distributing the NOA to interested stakeholders, agencies, and the public. Sheriff's Department will be responsible for posting the public review Draft EIR and technical appendices to their website.

Prior to, or during public review of the Draft EIR, should any agency or member of the public request translation of either portions, or all, of the Draft EIR, Dudek will contract with a vendor to provide these translation services. This scope and cost estimate does not include translation services at this time, given the speculative nature of this requirement; however, this can be added to the scope and fee if and when the services are required.

Deliverables:

- NOA: electronic copy (MS Word) for review
- Public Review Draft EIR:
 - Electronic copies (MS Word and PDF with Optical Character Recognition searchable text)
 - Up to a total of three (3) hard copies of the Draft EIR, with USB drives of the Draft EIR and technical appendices attached for distribution
 - Up to three (3) hard copies of the Draft EIR technical appendices
- SCH package (Notice of Completion, Summary Form, NOA, Draft EIR, and technical appendices) via electronic submittal

Assumptions:

- Only minor text edits and changes will be required following the Sheriff's Department review of the Screencheck Draft EIR to produce the Public Review Draft EIR. Comments from Sheriff's Department will be consolidated as indicated in other sections above.
- Dudek will be responsible for publication of a legal notice in a local newspaper noticing the availability of the Draft EIR and technical appendices on the Sheriff's Department website and in a local library.
- Dudek will be responsible for posting the NOA with the Riverside County Clerk.
- The Sheriff's Department will post the Draft EIR and technical appendices on their website; the PDF will be provided by Dudek

5.4 Draft EIR Public Meeting

Dudek's project manager and up to two key technical staff members will attend and facilitate one public comment meeting during the 45-day public review period for the Draft EIR. This meeting can be held virtually if appropriate. At the Sheriff's Department direction, Dudek can present an overview of the project description, an overview of the CEQA process and where we are in that process, and findings and conclusions contained within the Draft EIR. It is assumed that the Sheriff's Department will coordinate the logistics for the Draft EIR public meeting, including reserving a meeting room location, providing translation services, and providing a court reporter if so desired, and that presentation materials describing or illustrating the project will be provided by the Sheriff's Department. Dudek will provide relevant meeting

materials, including speaker cards, comment forms, and a sign-in sheet. Dudek will also take notes regarding the issues raised by commenting individuals that should be addressed in the EIR. Following the public meeting, Dudek will provide a meeting summary memorandum that summarizes the general nature of the verbal comments provided at the meeting. It is assumed that only written comments received during the public review period for the Draft EIR will be responded to as part of the Response to Comment and Final EIR effort outlined in Task 5.

Deliverables:

- Presentation materials for public meeting
- Public meeting attendance
- Public meeting summary memorandum: One (1) electronic copy (Microsoft Word)

Task 6 Final EIR

Dudek will prepare an Administrative Final EIR, including the following chapters: Responses to Comments, Revisions to the Draft EIR, and Mitigation Monitoring and Report Program (MMRP). For cost-estimating purposes, Dudek assumes two rounds of review and comments for the Responses to Comments, revised Draft EIR, and MMRP by the Sheriff's Department. Dudek will address outstanding comments received from the Sheriff's Department and will prepare the Final EIR document. A USB containing the Final EIR, including the revised Draft EIR and technical appendices, will be affixed to the back cover of each hard copy Final EIR.

Dudek will assist the Sheriff's Department with providing the Final EIR at least 10 days prior to consideration for certification by Sheriff's Department to any commenting public agency and any member of the public who has requested the document (up to 5 copies). Dudek will provide the Sheriff's Department copy of the Final EIR, and technical appendices for posting to their website. Once the EIR has been certified, Dudek will prepare a Notice of Determination (NOD) and assist Sheriff's Department with filing the NOD with the SCH and the Riverside County Clerk

6.1 Responses to Comments

The Responses to Comments chapter of the Final EIR will include comments received on the Draft EIR, responses to those comments, and standard introductory material. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. For purposes of this scope of work and cost estimate, Dudek assumes that no more than 30 substantive discrete comments will be received on the Draft EIR; note that one comment letter can contain multiple discrete substantive comments. Given that the actual scope and extent of public comments cannot be definitively determined at this time, if additional staff hours are needed to prepare responses to comments, the scope of work and budget would be amended.

6.2 Revisions to the Draft EIR

Dudek will complete revisions to the Draft EIR text and provide these updates within an Errata chapter in the Final EIR, with additions shown in double underline and deletions shown in strikeout. Dudek assumes

that the Sheriff's Department would not like a comprehensive Final EIR and would instead prefer a chapter listing errata to the Draft EIR.

6.3 Mitigation Monitoring and Reporting Program

The MMRP will be in table format and will specify project-specific mitigation measures and standard conditions of approval that are applicable to the project. Mitigation timing and responsible parties will also be identified. The objective of the MMRP is to comply with California Public Resources Code, Section 21081.6, as mandated by AB 3180, which requires that a lead agency adopt an MMRP at the time an EIR is certified. Dudek assumes that the Sheriff's Department will be responsible for preparing the Findings of Fact, and if necessary, the Statement of Overriding Considerations for the project. In the event that the Sheriff's Department would like Dudek to prepare these documents, an amendment will be provided to the Sheriff's Department for these additional services.

Deliverables:

- Administrative Final EIR (including Responses to Comments, revised Draft EIR, and MMRP): electronic copy (MS Word) for review
- Final EIR:
 - Electronic copies (MS Word files and PDF with optical character recognition (OCR) searchable text
 - Up to three (3) hard copies of the Final EIR with a USB containing the Final EIR, revised Draft EIR, and technical appendices, MMRP affixed to the back cover
 - NOD: One (1) stamped copy by the Riverside County Clerk; copy submitted to the SCH (and payment of filing fees, including CDFW filing fee)

Assumptions:

- No more than 30 substantive discrete comments will be received on the Draft EIR (note that one comment letter may contain multiple substantive discrete comments).
- An Errata chapter within the Final EIR will be prepared (double underline/strikeout in Draft EIR), rather than a complete reprinting of the entire EIR.
- One (1) round of revisions to the Administrative Final EIR (including Responses to Comments, revised Draft EIR, and MMRP) per Sheriff's Department comments.
- All Sheriff's Department team comments, including comments from Sheriff's Department legal counsel, on the Responses to Comments, revised Draft EIR, and MMRP will be consolidated by Sheriff's Department into one Word document for each of the three documents (or in tracked changes within the documents reviewed) to the extent possible to provide a more efficient review (and reduce any potential conflicts with internal comments).
- The Sheriff's Department will be responsible for preparing the Findings of Fact, and if necessary, the Statement of Overriding Considerations for the project.
- No revisions to technical reports provided and used to draft the EIR would be required as a result of the public review period.
- No revisions to the project description used to draft the EIR would be required as a result of the public review period.
- If changes to the project description or technical reports studies used to complete the analysis contained within the Draft EIR are required, thereby warranting changes to the conclusions and

analysis contained within the Public Review Draft EIR, the scope of work and budget would be amended.

- Recirculation of the Draft EIR would not be required.

Task 7 Meetings and Coordination

Effective collaboration between the project planning team and environmental consultants will be a key element for the success of this project. Due to the expedited nature of this project, Dudek views this task as entailing frequent and intensive project management activities overseen by Nicole Cobleigh, including the following meetings:

- Project Status Meetings. These meetings will be attended by Dudek's project manager, Nicole Cobleigh, and other key team members as necessary. Dudek assumes attendance at four (4) project status meetings at Sheriff's Department offices and participation in up to twelve (12), 1-hour conference calls. Each meeting includes a total of two (2) hours for meeting preparation and follow-up meeting notes.
- Public Meetings. Dudek's project manager will attend one (1) scoping meeting, one (1) public comment hearing, and one (1) Board of Commissioners hearing to support certification of the EIR.

Dudek's publications department will also assist the Project Manager with implementing our quality assurance/quality control program, technical editing, document management, maintenance of files, and version control under each deliverable task. The project management budget assumes an approximately 16-month schedule for preparation of the EIR. It is assumed that an average of eight (8) hours per month would be necessary for project management. In addition, this task assumes up to 40 hours will be required for coordination between Dudek and the Sheriff's Department, resulting from the Sheriff's Department's coordination with Native American Tribes. If this schedule is extended, additional project management funds may be necessary.

End of Exhibit A – Scope of Services

Exhibit B
Payment Provisions

	MILESTONE	TOTAL HOURS	PROPOSED FEE	%
1	Project Management, Communication, Meetings and Coordination	180	\$ 36,300	5%
2	Environmental Evaluation / Initial Study / Notice of Preparation	828	\$ 114,860	17%
3	ALTA & Topographic Surveys	84	\$ 20,460	3%
4	Quality Assurance / Quality Control	166	\$ 49,185	7%
5	Community Outreach	44	\$ 8,140	1%
6	Data Collection and Review (CEQA-level Geotechnical Report)	8	\$ 9,315	1%
7	Jurisdictional Delineation Report	96	\$ 13,100	2%
8	Aesthetics/Visual Simulations	40	\$ 7,300	1%
9	Air Quality Assessment	36	\$ 6,664	1%
10	Greenhouse Gas (GHG) Emissions Assessment	36	\$ 6,664	1%
11	Energy Analysis	20	\$ 3,332	1%
12	Site Reconnaissance and Habitat Assessment (Burrowing Owl and Fairy Shrimp Surveys)	294	\$ 38,300	6%
13	Biological Resources Technical Report	126	\$ 17,790	3%
14	Determination of Biologically Equivalent or Superior Preservation (DBESP) Report	66	\$ 11,990	2%
15	Rare Plant Surveys	84	\$ 11,640	2%

16	Water Quality Certification/Waste Discharge Requirement	0	\$ 0	0%
17	Streambed Alteration Agreement	0	\$0	0%
18	Cultural Resources Report	142	\$ 16,645	3%
19	Archaeological Resources Report	48	\$ 8,575	1%
20	Hydrology and Water Quality Report	64	\$ 11,620	2%
21	Built Environment Inventory and Evaluation Report	0	\$0	0%
22	Hazards and Hazardous Materials Report	50	\$ 8,600	1%
23	Noise and Vibration Report	164	\$ 37,720	6%
24	Transportation Analysis	SUB	\$ 40,457	6%
25	Fire Protection Plan	72	\$ 17,610	3%
26	Construction Health Risk Assessment	30	\$ 5,500	1%
27	Operational Health Risk Assessment	44	\$ 8,020	1%
28	Permit Applications	112	\$ 25,760	4%
29	Administrative Draft EIR / Draft Public Draft EIR	448	\$ 81,280	12%
30	Public Draft EIR	120	\$ 13,640	2%
31	Revisions to Public Draft EIR / Responses to Comments	156	\$ 20,780	3%
32	Mitigation Monitoring and Report Program (MMRP)	10	\$ 1,090	0%

33	Final EIR	0	\$ 0	0%
34	Estimated Reimbursable Expenses (Firm to itemize on separate page)		\$ 26,020	1%
35	Overhead & Profit			
	TOTAL		\$678,357	

DIRECT COSTS (Line #34)			
1	Circulate IS/NOP	\$ 3,050	12%
2	Bio Resources Tech Report Site Survey	\$ 275	1%
3	Burrowing Owl Surveys	\$ 1,440	6%
4	Rare Plant Surveys	\$ 725	3%
5	Least Bell's Vireo Surveys	\$ 725	3%
6	Fairy Shrimp Surveys	\$ 11,250	43%
7	Cultural Resources Records Search	\$ 275	1%
8	Wildfire Plan	\$ 300	1%
9	Public Draft EIR Printing, Shipping	\$ 2,500	10%
10	Public Draft EIR NOA Filing	\$ 100	0%
11	Final EIR/NOD Filing Fee	\$ 3,700	14%
12	Milage and Misc. Fees to travel to meetings, shipping, printing	\$ 1,680	6%
	TOTAL	\$ 26,020	100%

End of Exhibit B - Payment Provisions