

Amendment Specifications

Under its Contract with the County, FCS International, Inc. dba FirstCarbon Solutions/Michael Brandman Associates (“Contractor”) is preparing an Environmental Impact Report (EIR) for the “CenterPoint Properties warehouse Project” (DP18-3007) (“Project”). To address the analysis of a Two Warehouse Project with a preferred Single Warehouse Alternative, the County will require the Contractor to perform additional peer reviews of the related technical studies. The Contractor may utilize Subcontractor Fehr and Peers to conduct a peer review of the Vehicles Miles Traveled (VMT) and Level of Service Technical Memoranda prepared by Kittelson for the Single Warehouse Alternative. The County and Contractor therefore agree to amend the Contract, as follows:

1. Section 4 (Payment Limit) is hereby amended to increase the payment limit by \$68,894, from \$224,579 to a new total payment limit of \$293,473.
2. Section 3 (Term) is hereby amended to extend the termination date from December 31, 2021, to December 31, 2022.
3. Section II (Scope of Work) of the Service Plan is hereby amended, adding Task 3.4, to read as follows:

Task 3.4: Additional Tasks Related to Peer Review Services

Contractor spent additional time not previously contemplated by the parties in the preparation of the Air Quality, Greenhouse Gas Emissions, and Operational Health Risk Assessment analyses for the CenterPoint Properties EIR. The additional tasks included meetings, calls, coordination, and additional peer reviews of technical studies.

4. Section II (Scope of Work) of the Service Plan is hereby amended, adding Task 4.5A, Task 4.5B, Task 4.5C, and Task 4.5D, to read as follows:

Task 4.5A: Additional Tasks Related to Transportation Engineering Services (Fehr & Peers – Review of VMT analysis).

Contractor shall require Fehr & Peers to conduct a peer review of Kittelson’s VMT analysis, including relevant back-up data and technical appendices, to assess the appropriateness and accuracy of the information, as well as to assess whether the scope of the impact analysis is adequate based on the size of the project, typical Contra Costa County transportation impact study scoping practices, and new CEQA analysis requirements posed by Senate Bill 743. Specifically, Contractor shall require Fehr & Peers to address the following:

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- Adequacy of the VMT analysis to meet CEQA needs based on published guidance from state and local agencies (e.g., OPR's Technical Advisory, guidance from the CCTA Working Group).
- Consistency with other VMT analysis in the North Richmond area for similar projects.
- Identification of project impacts in relation to significance criteria, and use of appropriate significance criteria for Contra Costa County.
- Adequacy and feasibility of the proposed mitigation measures, including physical and operational characteristics.

Task 4.5B: Peer Review of LOS Analysis

Contractor shall require Fehr & Peer to conduct a peer review of Kittelson's intersection Level of Service analysis, including relevant back-up data and technical appendices, to assess the appropriateness and accuracy of the information, as well as to assess whether the scope of the LOS analysis is adequate based on the size of the project, level of trip generation, and typical Contra Costa County transportation impact study scoping practices. Specifically, Contractor shall require Fehr & Peers to review and assess the following items:

- Adequacy of the existing conditions data.
- Accuracy of the existing roadway network information, including intersection geometries.
- Daily and peak hour trip generation estimates, and trip distribution assumptions.
- Adequacy of the intersection analysis study area and analysis time periods.
- Accuracy of intersection level of service calculations.

Task 4.5C: Documentation

Contractor shall require Fehr & Peers to prepare a brief technical memorandum summarizing the results of the peer review. They will respond to one round of editorial comments prior to finalizing the document.

Task 4.5D: Meetings

Contractor shall make Fehr & Peers available to participate in two conference calls with County staff and the project team to discuss the results of our peer review and recommendations. Additional meetings or calls can be attended on a time and materials basis.

5. Section II (Scope of Work) of the Service Plan is hereby amended, adding Additional Task 15 to read as follows:

Task 15: Updates to EIR to Reflect Current (April 2021) Information

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Contractor spent additional time not previously contemplated by the parties to confirm and update the footnotes and text within the EIR, as some of the information had become outdated since project initiation in August 2019. Similarly, the cumulative projects list and dates for the exhibits were updated to reflect current (April 2021) information.

6. Section II (Scope of Work) of the Service Plan is hereby amended, adding Additional Task 16 to read as follows:

To address the analysis of a Single Warehouse Alternative in the Alternatives Analysis section of the EIR, Contractor attended coordination meetings, participated in coordination calls, and engaged in additional coordination via email to discuss approach and methodologies for the analysis. Contractor conducted additional peer reviews of technical studies related to Air Quality, Greenhouse Gas, and Noise analyses. Lastly, Contractor prepared a robust analysis for the Single Warehouse Building Alternative, incorporating the results of the technical studies prepared by PlaceWorks and Kittelson. This task includes the preparation of supporting exhibits for the Single Warehouse Alternative and additional coordination time with the County, Fehr & Peers, PlaceWorks, Kittelson, and the applicant team.

7. Section III (Payment Provisions), subsection A.3 (budget) of the Service Plan is hereby amended to read:

Budget. Contractor shall complete the work described in Section II (Scope of Work) for an amount not to exceed \$293,473, in accordance with the budget set forth in Attachment A (Revised Budget, September 8, 2021), attached hereto and incorporated herein by reference.

8. Section III (Payment Provisions), subsection A.4 (Payment Limit) of the Service Plan is hereby amended to read:

Payment Limit. The County's total payments to Contractor under this Contract shall not exceed payment of \$293,473.

9. Attachment A to the Service Plan is hereby deleted in its entirety and replaced with the revised Attachment A (Revised Budget, September 8, 2021), attached hereto and incorporated herein by reference.

All other Contract terms remain unchanged and in full force and effect.

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