

AMENDMENT SPECIFICATIONS

Under its Contract with the County, Benchmark Land Use Group, Inc. dba Benchmark Resources ("Contractor") is preparing an Environmental Impact Report ("EIR") for the CEMEX Clayton Quarry Project (LP15-2030 and LP15-2031) ("Project").

During Contractor's performance under the Contract, the Applicant submitted a revised application requiring additional review and revisions by Contractor not originally contemplated by the parties. Also during Contractor's performance under the Contract, the County, Applicant, and Contractor identified additional tasks the performance of which are necessary to properly analyze the Project. Accordingly, the County has requested that Contractor perform additional tasks not previously described in the Contract's Scope of Work.

The County and Contractor therefore agree to amend the Contract, as follows:

1. Section 3 (Term) is hereby amended to extend the termination date from December 31, 2021, to December 31, 2022.
2. Section 4 (Payment Limit) is hereby amended to increase the payment limit by \$86,207.50, from \$295,952 to a new total payment limit of \$382,159.50.
3. Section II (Scope of Work) of the Service Plan is hereby amended by adding the following to Subtask 2.2 (Peer Review):

Peer Review of Public Health Risk Assessment

Contractor will peer review the HRA prepared for the project and the EIR. The peer review will include:

- 1) review of the assumptions used in the modeling to assure appropriate reflection of the project. These include construction (e.g., grading quantities, equipment types and tiers, etc.) and operational considerations (e.g., traffic data, energy use, etc.),
- 2) evaluating the adequacy and appropriateness of the models employed in estimating construction and operation emissions,
- 3) evaluating the adequacy and appropriateness of the thresholds used in the analysis.
- 4) assessing the accuracy of the calculations and review the supporting data used in the modeling process, and
- 5) evaluating HRA impact conclusions based on thresholds used in the report and confirm that adequate mitigation measures have been provided to address any direct and indirect impacts.

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Contractor will coordinate this peer review and incorporate the findings into the EIR's Air Quality impact analysis.

4. Section II (Scope of Work) of the Service Plan is hereby amended, adding the following to Subtask 2.2 (Peer Review):

Contractor will peer review one additional biological resources technical report. The peer review will include:

- 1) review of biological technical report.
- 2) Determine the adequacy of the study.

Contractor will coordinate this peer review and incorporate the findings into the EIR's Biological Resources impact analysis.

5. Section II (Scope of Work) of the Service Plan is hereby amended, adding subtask 3.1, to read as follows:

Subtask 3.1: Project Description Revisions

The Applicant submitted an application amendment following initiation of EIR preparation, which included revisions to some aspects of the proposed project and updated figures. Therefore, Contractor revised and reviewed the EIR Project Description and other environmental resource chapters (e.g., Land Use) for consistency to reflect the revisions to the application. This task accounts for additional time to revise the EIR and any related coordination.

6. Section II (Scope of Work) of the Service Plan is hereby amended, adding Subtask 4.12, to read as follows:

Subtask 4.12: Greenhouse Gas Emissions

Under the revised environmental checklist in Appendix G of the CEQA Guidelines, GHG now constitutes its own category under the checklist. To reflect this revisions, Contractor will prepare a distinct chapter for GHG emissions separate from the Air Quality chapter.

7. Section II (Scope of Work) of the Service Plan is hereby amended, adding Subtask 4A to Task 4 (Administrative Draft EIR Preparation), to read as follows:

Subtask 4A: Revisions to Administrative Draft EIR

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In preparation of the hydrology section of the EIR, Contractor identified several potential impacts that were not addressed or were only partially addressed in the original hydrologic studies for the proposed project. These issues included:

- The potential of the quarry lake pipeline discharges to result in the overflow of the downstream DA71A stormwater drainage system.
- The long-term maintenance challenges associated with the development of a pipeline that would serve a lake that would take 158 years to form.
- The potential of water quality in the lake to exceed thresholds for the protection of wildlife species that could encounter the lake water.

In response to the new and more significant issues identified during Contractor's analysis, the Applicant prepared an *Evaluation of Runoff from Mitchell Canyon Road to DA71A Storm Drains* memorandum and a *Quarry Lake Water Quality and Aquatic Life Criteria* memorandum. Contractor peer-reviewed these technical memorandums and completed major revisions to both the Biological Resources and Hydrology sections of the EIR in to incorporate the findings. Contractor developed a mitigation measure requiring the long-term maintenance of the proposed quarry lake pipeline. Lastly, recognizing the atypical nature of a project that requires regulatory compliance and maintenance activities for over 150 years after the completion of reclamation, Contractor worked closely with the County and Applicant to develop a mitigation measure that would ensure the long-term funding of water quality monitoring at the quarry pit lake and maintenance of the quarry pit lake pipeline.

In addition, upon review of the administrative draft EIR, the County made the decision to include a Noise section in the EIR, instead of addressing noise only in the Initial Study. Consequently, at County's request, Contractor completed a noise analysis and prepared an EIR Noise section. Contractor incorporated the Noise section into the EIR including revisions to the Initial Study and revisions to the multiple sections of the EIR (Introduction, Alternatives, Cumulative analysis).

Lastly, Contractor assisted the Applicant in revising the original project objectives to better meet CEQA requirements and reflect the Applicant's goals in terms of flood prevention and the protection of air quality.

8. Section II (Scope of Work) of the Service Plan is hereby amended, adding Subtask 7A to Task 7 (General Activities Coordination), to read as follows:

Subtask 7A: Additional Activities Coordination

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The additional tasks and effort described for peer review, initial study preparation, and administrative draft EIR preparation resulted in extensive coordination by Contractor with the County and the Applicant Team. This effort included the following:

- Additional coordination with Rincon regarding HRA peer review and incorporation of the findings into the ADEIR;
 - Extensive email coordination with the County and Applicant Team on project description revisions;
 - E-mail and telephone coordination with the County team regarding hydrology and noise section preparation, which included preparation of ADEIR and screen check noise section; and
 - E-mail and telephone coordination with the County team regarding Initial Study preparation, which included preparation of administrative and screen check versions of the Initial Study.
9. Section II (Scope of Work) of the Service Plan is hereby amended, adding Task 10, to read as follows:

Task 10: Initial Study Preparation

Contractor will prepare an initial study based on the environmental checklist contained in Appendix G of the CEQA Guidelines. The initial study will include an abbreviated version of the project description and contained sufficient discussion of the project, baseline conditions, and vested rights to inform reviewers of those important aspects of the project. A primary purpose of the initial study is to document for the record which issues were appropriately included and excluded from detailed consideration in the EIR, and then provide a rationale or explanation for why a particular issue was not evaluated in greater detail in the EIR. For each resource topic and each individual environmental checklist question that is not discussed in greater detail in the EIR, Contractor will prepare a discussion of the project's potential to result in a significant impact associated with the issue.

10. Section II (Scope of Work) of the Service Plan is hereby amended, adding Task 11, to read as follows:

Task 11: Contingency/Additional As-Needed Services.

Upon request by the County, Contractor will provide to the County additional as-needed services to complete the Project EIR. The County will make requests for additional services in writing to the Contractor after consulting with the Contractor. Written requests will

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specify the work to be conducted, the budget for the work to be conducted, and an expected work completion date.

11. Section III (Payment Provisions), subsection A.c (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 \$382,159.50, in accordance with the budget set forth in the Revised Attachment B (Budget), attached hereto and incorporated herein by reference.

12. Section III (Payment Provisions), subsection A.d (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 the payment limit of \$382,159.50.

13. Attachment B to the Service Plan is hereby deleted in its entirety and replaced with the Revised Attachment B (Budget), attached hereto and incorporated herein by reference. This revised budget also reflects various budget reallocations based on remaining budget and budget needs throughout the year.

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

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