

RESOLUTION NO 2308

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A CONTRACT WITH CH2M
HILL FOR THE PREPARATION OF A SUPPLEMENTAL
ENVIRONMENTAL IMPACT REPORT FOR
CONDITIONAL USE PERMIT 93-16**

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the Council of the City of Soledad to execute with CH2M Hill a contract for the preparation of a supplemental Environmental Impact Report for Conditional Use Permit 93-16 in the form of a document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 13th day of January 10, 1994, by the following vote:

AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Barrera, Mayor Fred Ledesma.

NAYES, Councilmembers: None

ABSENT, Councilmembers: None





December 16, 1993

SFO240.PU.ZZ

Mr Joel M. Moses
Planning Director
City of Soledad
P O Box 156
Soledad, California 93960

Dear Mr Moses.

Subject:

CH2M HILL is pleased to provide you with this scope of work and budget to prepare a Supplemental EIR for the Biomass Plant No. 2 project in Soledad.

Our scope of work is as follows.

Draft Supplemental EIR

1. *Notice Of Preparation*

CH2M HILL will prepare and mail a Notice of Preparation to the State Clearing-house and a list of other agencies and organizations provided by the City

2 *Project Description*

CH2M HILL will update the project description and describe the project history and changed conditions since the 1988 project approval. We will provide a detailed description of substantial project changes such as change in combustion technology, fuel source, and water source, and amount used. The project will include construction

Mr Joel M. Moses
Page 2
December 16, 1993
SFO240.PU.ZZ

4. Environmental Analysis

The Supplemental EIR will focus on areas of substantive change in six technical areas.

Air Quality CH2M HILL will update the air quality analysis as follows. The existing setting section of the original EIR will be updated to include available current data. A discussion of applicable air quality policies and the location of nearby sensitive receptors (e.g., residences, schools, hospitals) will be added to the existing setting.

The impacts section will discuss both construction and operational air quality impacts. CH2M HILL will consult the Monterey County Unified APCD for its recommended significance criteria for air quality impacts. Construction impacts are expected to result from onsite fugitive dust construction vehicle exhaust and offsite exhaust from employee vehicles and supply trucks. CH2M HILL will calculate the emissions from these construction activities.

Impacts during project operations are expected to result from direct emissions of criteria and toxic pollutants from the stack, onsite material handling (dust), and exhaust from employee vehicles and supply vehicles. Impacts from the stack will be evaluated quantitatively using the results of a previous dispersion modeling analysis of criteria pollutants and a previous health risk assessment of toxic emissions. All other operational impacts will be discussed qualitatively. The impacts section will also include a description of the combustion system and control equipment, and a discussion of the air permitting requirements of the plant.

In the mitigation section, measures will be prescribed to reduce significant air quality impacts or to further reduce less than significant impacts. The effectiveness of the mitigation measures will be assessed qualitatively

Our scope assumes

Mr Joel M. Moses
Page 3
December 16, 1993
SFO240.PU.ZZ

- Results of a health risk assessment of toxic emissions from the proposed power plant, similar to the risk assessment referenced in the original EIR, will be available to CH2M HILL.

Water We understand that the revised project will include a pipeline to convey reclaimed water from the City's sewage treatment plant to the biomass plant site. As a result, there will be no additional pumping of water from the groundwater aquifer related to this project. The environmental setting section of the original EIR will be updated to describe recent history and current regulations for groundwater protection in Monterey County. No additional technical analysis of this issue is included in this scope.

Transportation. The original traffic study will be updated to evaluate the impact of the proposed development on the adjacent roadway system in the vicinity of the project site, as well as evaluation of the internal and offsite circulation. Our work will include coordinating the study with the City of Soledad Public Works Department and the Congestion Management Agency, conducting traffic surveys and field reconnaissance at the three key intersections in the vicinity of the project site, determining peak-hour traffic generation characteristics of the proposed development based on the available data from the original traffic study, conducting a traffic impact study evaluating the proposed project, and recommending necessary traffic mitigation measures.

Noise. The noise analysis from the original draft EIR will be updated based on existing background conditions and operational changes to the project. Current noise measurements will be provided by Keith Woodcock under contract to SAI.

Biology The revised project includes a pipeline from the City sewage treatment plant to the project site. The location and size of work area have not been determined at this point. This scope of work assumes a corridor length of approximately 10,000 feet and a width of 50 feet to be located on land that is currently agricultural or on the

Mr Joel M. Moses
Page 4
December 16, 1993
SFO240.PU.ZZ

Information gathered during the field reconnaissance will be used to determine if additional surveys will be necessary to address any issues raised by state and federal resource agencies. If additional studies are required, scope and budget will then be prepared detailing the species or species group to be studied, the type of studies to be conducted, and how those studies will be considered.

Archaeology For the reclaimed water pipeline, a cultural resource inventory will be made to identify and record all cultural resources within the project area. It is assumed that the project will involve construction of a 2-mile-long, 8-inch pipeline (with an assumed construction work space that is 60 feet wide). With the pipeline corridor depicted on a USGS topographic map, CH2M HILL will conduct a records search at the Northwest Information Center of the California Archaeological Inventory (Sonoma State University).

In addition to conducting a records search, CH2M HILL will contact the Native American Heritage Commission in Sacramento. The Commission will identify Native American groups/individuals who should be contacted in the event the subsequent survey, evaluation, treatment or construction activities result in the discovery of Native American graves. Further, the Commission can also provide information as to the presence/absence of "sacred lands" within or adjacent to the project area.

It is assumed that a field survey by a professional archaeologist will be necessary due to the probable high sensitivity of the project area. The Salinas River is known to have been a favored area for prehistoric Native American occupation sites. The purpose of the field survey is to examine the entire pipeline corridor for cultural resources. This includes prehistoric and historic archaeological sites and/or historic buildings over 50 years of age.

It is assumed, for the purposes of this budget, that no archaeological sites will be encountered during the field survey. If cultural resources are identified, these must be properly recorded on official state forms, which should

Mr Joel M. Moses
 Page 5
 December 16, 1993
 SFO240.PU.ZZ

Final Supplemental EIR

The level of controversy and number of comments on the SEIR cannot be accurately estimated at this point. This scope of work includes an allowance of \$5,000 for response to comments to be charged in accordance with the attached labor rate schedule.

Budget

CH2M HILL will perform the work described above on a time-and-materials basis using the attached hourly rate schedule. Our estimated budget for the work is as follows.

Notice of Preparation	\$ 1,000
Document Preparation, Project Management, Meetings	18,000
Environmental Analysis	
Air Quality	9,000
Water	2,000
Transportation	5,000
Noise	4,000
Biology	10,000
Archaeology	5,000
Subtotal	\$36,000
Final Supplemental EIR	5,000
Total	\$59,000

Mr Joel M. Moses
Page 6
December 16, 1993
SFO240.PU.ZZ

Thank you for asking us to assist you in this project. We look forward to working with you.

Sincerely,

CH2M HILL



Brian O'Halloran
Project Manager

ss/SAC/Misc/002.WP5

Attachments

cc: Robert J Membreno/SAI Geothermal, Inc.

**CH2M HILL
1994 Per Diem Rates**

	<u>Per Hour</u>
Engineer Grade VII	\$160.10
Engineer Grade VI	132.30
Engineer Grade V	122.85
Engineer Grade IV	104.50
Engineer Grade III	89.50
Engineer Grade II	79.30
Engineer Grade I	70.60
Engineer Grade 0	61.70
Technician Grade V	96.35
Technician Grade IV	77.70
Technician Grade III	66.15
Technician Grade II	59.60
Technician Grade I	49.35
Technician Grade A	37.00
Office	46.20

Rates are reviewed and revised each December

CH2M HILL's direct expenses are those necessary costs and charges incurred for the project including (1) the direct costs of transportation, meals and lodging, mail, subcontracts and outside services, special client-approved project-specific insurance, letters of credit, bonds, and equipment and supplies, (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL vehicles, computing systems, laboratory test and analysis, word processing, printing and reproduction services, and certain field equipment; and (3) CH2M HILL's standard project charges for special health and safety requirements of OSHA and telecommunications services.

CITY OF SOLEDAD
TERMS AND CONDITIONS
FOR PROFESSIONAL CONSULTING SERVICES AGREEMENTS

1. DEFINITIONS - "Consultant" shall mean the professional consultant which has entered into the Agreement which by reference is subject to the terms and conditions hereinafter set forth. "City" shall mean the City of Soledad, a municipal corporation or the Soledad Redevelopment Agency, a public entity. "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.

2. AMENDMENT OF SCOPE OF WORK - City shall have the right to amend the Scope of Work within the Agreement by written notifications to the Consultant. In such event, the compensation and time of performance shall be subject to renunciation upon written demand of either party to the Agreement.

3. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT - At any time and for any reason, City shall have the right to terminate or cancel the agreement, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement.

The City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the City thereafter should determine to complete the project, the City shall have the privilege of requiring completion of the drawings, specifications and other documents upon compensation of the Consultant.

having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim in question would be barred by the applicable statute of limitations.

5. EMPLOYMENT PRACTICES - Consultant shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. The Consultant will comply with the regulations of the Department of transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

6. TITLE TO DOCUMENTS - Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitation on their use. Re-use of documents for purposes other than their original intention will be at the sole risk of the City.

7. RECORD OR PERFORMANCE - Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for three (3) years from the date of final payment.

8. ASSIGNMENT - The Agreement shall not be assigned by the Consultant in whole or in part, without written consent of the

in the project for which professional services are provided, the Consultant shall have the duty of performing under the Agreement in accordance with applicable Federal and State Laws, rules, and regulations.

11. CORRECTION OF WORK - The performance of services or acceptance of information furnished by Consultant shall not

relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand without cost to the City.

12. CONSULTANT'S LIABILITY - The Consultant shall be responsible for all injuries to persons and for all damage to property of the City or to others caused by or resulting from the negligence of the Consultant, his employees, agents, or subcontractors during the progress of or connected with rendition of services here rendered, and shall defend and hold harmless and indemnify the City and all officers and employees of the City from all cost and payments for damages or injuries arising out of the negligence performance of the work of the Consultant or his subcontractor under this Agreement.

13. PUBLIC LIABILITY INSURANCE - Consultant shall, at his own expense, take out and keep in force during the continuance of this contract:

A. A public liability insurance policy, in a company or companies to be approved by the City, to protect the Consultant, his officers, agent, and employees against any liability to the public incident to the work to be performed under this Agreement. Said insurance shall be in the amount of not less than \$500,000 to indemnify against the claim of one (1) person, and the amount of not less than \$1,000,000 against their claim of two (2) or more persons resulting from any on accident.

B. A property damage or other insurance policy in a

Within thirty (30) days after execution of the contract and prior to the first progress payment, Consultant shall file with City an actual insurance policy.

14. WORKER'S COMPENSATION INSURANCE - The Consultant at his own cost and expense is to procure and maintain during the continuance of this contract a policy of worker's compensation or employer's liability insurance for the protection of his employees, including executive, managerial, and supervisory employees, engaged in the work required by this Agreement.

15. SUBCONTRACTING - None of the services covered by this contract shall be subcontracted without the prior written consent of the City.

16. COVENANT AGAINST CONTINENT FEES - The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, continent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or continent fee.

17. DELAYS AND EXTENSIONS - The Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City and shall be approved in writing by the Director of Public Works. In such event, compensation as set forth in a Scope of Work shall be subject to renunciation upon written of either party to the Agreement.

18. CONSULTANT'S ENDORSEMENT - The Consultant will endorse

19 Signatures.

In witness whereof, the parties have executed this AGREEMENT on

22nd day of April, 1994:

City of Soledad

CH2M HILL

By. [Signature]

By. Brian O'Halloran

Brian O'Halloran
Vice President

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and the duly authorized representative of the firm of CH2M HILL whose address is 2107 N FIRST ST, and that neither the above firm I here represent nor have I:

(a) employed or retained for a commission, percentage, brokerage, continent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement:

(b) agreed, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):