

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Rincon Consultants, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 28, 2016, and end on Completion of the Scope of Work Identified in Attachment A, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

- ☒ [x] There are no additional provisions to this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Brent Barnes

Title: Resource Management Agency Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Richard Daulton, MURP

Title: Principal

Address: 437 Figueroa Street, Ste. 203

Monterey, CA 93940

Telephone No.: 831-333-0310

Email: rdaulton@rinconconsultants.com

SIGNATURES

APPROVED BY COUNTY:

Name: Robert Rivas

Chair, Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: RICHARD DAULTON

Title: PRINCIPAL

Date: July 15, 2016

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: July 15, 2016

ATTACHMENT A

Scope of Services

PROJECT UNDERSTANDING

The project site is located approximately 0.5 mile south of the City of Hollister, 0.25 mile east of Southside Road, and directly south of and adjacent to Enterprise Road, in unincorporated San Benito County (APN 020-290-029-000). The approximately 50.7 acre site has an irregular shape and is currently used primarily for grazing. A small (approximately 5.5 acre) orchard is also located in the northern portion of the site, and three existing agricultural structures are located at the southeastern edge of this orchard. The site is designated Residential Mixed (RM) under the 2035 General Plan and is zoned Rural Residential (RR). The site is bordered by single-family residences to the east, south, and west, and by agriculture to the west and north. The approximately 18.6-acre Fay property west of the site (bordering the site for approximately 570 feet) is proposed for subdivision and development of up to 84 single-family residences. Across Southside Road to the west, the 44.4-acre Brigantino property is proposed for subdivision and development of up to 200 units (the Sunnyside Estates Project).

The project applicant is proposing a 160-unit residential subdivision on the approximately 50.7-acre site. The project would require a zone change to Single Family Residential (R-I), which is consistent with the site's RM designation under the 2035 General Plan.

Access to the project would be provided via two connections to Enterprise Road: one located at the northwest corner of the site and one at the northeast corner of the site. Emergency vehicle access would also be provided in the southeastern corner of the property via connection to Quail Ridge Way. New curb, gutter and landscaping would be installed along the project frontage on Enterprise Road and along both sides of all interior streets. Private sidewalks are proposed on each lot throughout the site.

Water and sewer service to the project would be provided by the Sunnyslope County Water District (SSCWD). Project drainage would be tied into the County's existing storm drain system.

Task 1: PRELIMINARY COORDINATION. CONTRACTOR will coordinate with County staff to confirm study objectives at a kickoff meeting. The kickoff meeting will allow the County and the consultant team an opportunity to thoroughly discuss the project description, approach to environmental evaluation, and any community concerns regarding the project that have surfaced to date. This step will allow the team to better focus the scope of the study. Prior to this meeting, CONTRACTOR will identify key information and documents that will be needed to complete the IS-MND.

Task 2: PREPARE PROJECT DESCRIPTION. Working with the County's Project Manager, CONTRACTOR will prepare a detailed project description. Organization of this information is critical, since it forms the basis for environmental evaluation under CEQA. The project description will focus on the overall boundary of both project sites. The following graphics will be prepared based on information to be provided by the County:

- *Location and vicinity maps; and,*
- *Project site plan.*

CONTRACTOR'S scope of work and fee estimate assume that the project will not substantively change following County's acceptance of the project description.

Task 3: ADMINISTRATIVE DRAFT IS-MND. After County staff review and approval of the project description, CONTRACTOR will prepare an Administrative Draft IS-MND. The IS-MND for the project will be prepared in accordance with CEQA Statutes and Guidelines. Each of the environmental issue areas included in the CEQA Environmental Checklist Form will be addressed at a level of detail sufficient to allow CONTRACTOR to make determinations of significance. The IS-MND will be organized such that each topical section is consecutively numbered to allow easy cross referencing of impacts and mitigation measures.

Where appropriate, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Determinations will be made as to whether such measures are adequate to reduce impacts to less than significant levels.

If necessary, mitigation measures may include a broad range of programs and resource protection procedures as required by resource protection law. Mitigation measures will be presented in wording that can be directly incorporated into project design and applied as conditions of approval. Following each mitigation measure will be a discussion of the significance of the impact, and disposition with appropriate and feasible mitigation. CONTRACTOR will provide a digital version of the report for County review.

Task 4: SECOND ADMINISTRATIVE DRAFT IS-MND. After County staff, including County Counsel, has prepared comments and suggested revisions to the administrative draft, CONTRACTOR staff will edit the document for a second round of review. It is anticipated that revisions will be shown using the "track changes" tool in Microsoft Word to aid in the review of modifications from the first administrative draft.

Task 5: SCREENCHECK DRAFT IS-MND. After County staff and County Counsel have prepared comments and suggested revisions to the second administrative draft, CONTRACTOR staff will edit the document for final publication. A Screencheck Draft will be provided for review prior to authorization to publish for public review. It

is assumed that revisions at this stage will include a mixture of substantive corrections and minor editing; however, it is assumed that no new technical studies, revisions to the technical appendices, or site-specific data collection will be needed.

Task 6: PUBLICATION of DRAFT IS-MND. This task involves the production, editorial work and communication processes anticipated to publish the Draft IS-MND for public review and comment.

CONTRACTOR will prepare a notice of intent to adopt, but assumes that the County will be responsible for preparing the newspaper notice and all publication fees. In consultation with County staff, CONTRACTOR will prepare a mailing list for the project, which will include responsible and trustee agencies and prior interested parties. CONTRACTOR will be responsible for distributing the IS-MND to the mailing list and the State Clearinghouse. It is assumed that the mailing list includes no more than 15 parties in addition to the State Clearinghouse.

CONTRACTOR will provide the County with the following:

- *30 hard copies of complete report for distribution to mailing list;*
- *Camera-ready reproducible copy of complete report;*
- *Digital version of report.*

A 30-day public and agency review period is recommended.

Task 7: RESPONSE to COMMENTS. Though not a required part of the MND process, CONTRACTOR will prepare written responses to all comments on the IS-MND. This approach will serve as the formal documentation that the County has considered all comments received. After receipt of all comments, CONTRACTOR will respond to public comments after review with County staff, and provide draft Responses to Comments for review by the County Project Manager and County Counsel. Consistent with the relatively low level of public comment received on recent County CEQA documents, this scope of work assumes that 12 professional staff hours will be adequate to respond to comments received. If a higher level of effort is necessary to respond to the comments received, a scope amendment may be required.

Task 8: FINAL IS-MND. Subsequent to adoption of the IS-MND, CONTRACTOR will deliver a reproducible copy and transmit a digital copy of the Final IS-MND to County staff. CONTRACTOR will provide:

- *Camera-ready reproducible copy of complete report;*
- *Digital version of report.*

Task 9: MITIGATION MONITORING and REPORTING PROGRAM. CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP)

with corresponding mitigation measures to accompany the Draft and Final document through the public review process. The MMRP will include:

- *Implementation Responsibility;*
- *Timing;*
- *Monitoring Division; and,*
- *Standard for Success.*

Task 10: MEETINGS and HEARINGS. This task includes attendance at up to three (3) conference calls and one (1) in person meeting during the course of preparation of the IS-MND. In addition, CONTRACTOR's Project Manager will attend up to two (2) public hearing(s) on the project, and will be prepared to present the findings of the IS-MND to the Planning Commission and/or Board of Supervisors.

APPROACH TO TECHNICAL ISSUES

Each of the issues included in the Initial Study form will be addressed and analyzed at a level of detail that leads to a definitive conclusion relative to significance. For the issue areas not specifically described below, this evaluation will consist of brief discussions of impacts for these issue areas, based on literature review, original research, and analysis.

This scope of work presumes that environmental impacts for do not exceed thresholds, either with or without the application of standard conditions of approval or other existing regulatory requirements. However, given the similarities between this project and the Sunnyside Estates Project (located 1,100 feet to the west), significant impacts could potentially be identified for aesthetics, agricultural resources, greenhouse gas (GHG) emissions, and construction noise. If during the course of analysis CONTRACTOR determines that one or more impacts may be potentially significant, CONTRACTOR will alert the County immediately and consult on how best to address the issue. If an EIR is required, the Initial Study checklist will help to streamline this document by adequately addressing less than significant impacts and those impacts that can be mitigated to a less than significant level.

The Initial Study will focus on the following issue areas.

Aesthetics. The proposed project is not located in a County- or State-designated Scenic Highway Corridor. However, the site is adjacent to and would be visible from Enterprise Road. The introduction of paved areas, structures, and nighttime lighting will alter existing views, the open character of portions of the site, and the surrounding area. The analysis of impacts to visual resources will be based on the proposed land use layout, design guidelines, and other available information. The project will then be compared to the current visual setting. The visual impact analysis will also identify County policies that pertain to visual resources, and use them as the basis to establish significance threshold criteria. The ability of the landscaping and site design to screen the proposed development from viewing areas will also be examined.

Recommendations made regarding fire control and landscaping will be reviewed to ensure potential visual impacts are avoided.

Agricultural Resources. This section will include an evaluation of potential project impacts to existing agricultural lands, including on-site dry farming and orchards, as well as adjacent orchards. To facilitate this analysis, the Land Evaluation and Site Assessment (LESA) model will be utilized to quantify the relative importance of agricultural land on the site. Potential conflicts between proposed development and adjacent agricultural uses will also be analyzed. This section will specifically include the following tasks:

- *Review existing literature sources regarding on-site and nearby soil conditions and their general suitability to support agricultural activities;*
- *Discuss locally adopted agricultural protection policies and programs (i.e. Land Conservation Act Contracts, and other programs) to determine project consistency with such programs;*
- *Conduct Land Evaluation and Site Assessment (LESA) modelling for the site;*
- *Provide discussion of on-site soils and their agricultural capabilities based on USDA Soil Conservation Service and Important Farmland Inventory classification systems;*
- *In coordination with the other sections of the EIR, evaluate potential impacts of the project on nearby agricultural operations (i.e. from air pollution, traffic, water and wastewater);*
- *Perform site reconnaissance to identify potential land use conflicts associated with the proposed project and agricultural land uses in the project vicinity; and*
- *Develop mitigation measures for all agricultural impacts identified. These measures will include on-site measures to limit growth inducing implications as well as measures that may be incorporated into the project to retain limited long-term agricultural viability.*

Air Quality. The proposed subdivision would include 160 single-family residential lots that would result in air emissions associated with construction and operations, including from vehicle trips generated by the project. The air quality analysis will be prepared in conformance with the methodologies outlined in the Monterey Bay Unified Air Pollution Control District (MBUAPCD) 2008 CEQA Guidelines, or as may be updated and in effect at the time of the analysis. The analysis will include a detailed discussion of the current air quality setting within the local airshed along with local climatic and air pollution data from local air monitoring stations. Significance criteria will be based on APCD thresholds.

Potential long-term emissions associated with the project would primarily be the result of increased traffic and/or increased vehicle miles traveled. This input data will be carefully coordinated with the traffic study, in consultation with MBUAPCD staff. Mobile emissions will be quantified using the California Emissions Estimator Model (CalEEMod) software. Although the MBUAPCD guidelines suggest utilizing the URBEMIS model, CalEEMod represents the state of practice and is approved for use by MBUAPCD staff. Vehicle usage factors to be employed in the analysis will be

coordinated with the traffic study based upon the increase in trips associated with the proposed project, as determined by the traffic analysis. The analysis will include: the number of vehicle trips, percent cold-hot start, types of trips and average speed, and vehicle miles traveled per day.

Short-term (construction-related) emissions will be compared to current state and federal Air Quality Standards and MBUAPCD construction emissions thresholds of significance (82 pounds per day of PM₁₀). Projected long-term emissions will be compared to the MBUAPCD's operational thresholds of significance (137 pounds per day of VOC or NO₂, 82 pounds per day of PM₁₀, 550 pounds per day of CO, and 150 pounds per day of SO₂).

Consistency with the current Air Quality Management Plan (AQMP) will be determined in accordance with the MBUAPCD Consistency Procedure 4.0 (2011). This includes a comparison of population generated by the proposed project with AMBAG's regional growth forecasts. In accordance with the latest consistency procedures, AMBAG will not be contacted to make the consistency determination. If significant impacts are identified, appropriate mitigation measures will be provided in consultation with MBUAPCD.

Biological Resources. The biological resources analysis will include a review of all readily available existing reports (including a biological assessment currently being prepared by Monk & Associates), project plans, aerial imagery, databases (i.e. California Natural Diversity Database [CNDDDB] and California Native Plant Society [CNPS] rare plant inventory) and other available literature, as well as a reconnaissance-level field survey to field-check vegetation communities and wildlife habitats present on the proposed project site. CONTRACTOR'S scope does not include protocol-level botanical or wildlife surveys.

CONTRACTOR's biologists will conduct the biological resources analysis and peer review of the biological assessment prepared by Monk & Associates (this scope of work assumes the biological assessment will be correct and sufficiently detailed to support an IS-MND). The results of the analysis will be presented within the body of the IS-MND and will 1) document the existing baseline conditions for biological resources; 2) evaluate the potential for special status plants and animals to occur on the project site; 3) present an impacts analysis for biological resources; and 4) propose suitable mitigation if necessary to reduce potential impacts to less than significant.

Cultural Resources. CONTRACTOR will conduct a cultural resources survey of the property located in San Benito County west of Airline Highway in order to identify potentially significant archaeological sites and built environment resources that may be impacted by project development. Prior to fieldwork, CONTRACTOR will complete a records search of the subject property and a 0.5-mile radius surrounding it to identify previously recorded sites and cultural resource studies that have been documented within the project site.

CONTRACTOR will also request a search of the Sacred Lands File (SLF) from the California Native American Heritage Commission (NAHC) to assess the potential for impacts to Native American resources. CONTRACTOR will also send registered letters to individuals and Tribal organizations identified by NAHC as being culturally affiliated with the region soliciting their input on the cultural sensitivity of the project. Responses provided by Native American contacts through informal consultation will be summarized in the final project report.

A pedestrian survey will be conducted to relocate and update documentation of previously recorded sites and to identify and document newly discovered sites. The survey will be conducted using 15 meter (m) transect intervals. For the purposes of this proposal, CONTRACTOR assumes the property is no more than 50.7 acres, that no archeological sites will be found on the property, and that no site documentation will be necessary. If sites requiring documentation or evaluation are identified within the study area, CONTRACTOR will provide a separate proposal to prepare site documentation and evaluate cultural resources located on the project property for significance.

The survey will also include an inspection of all buildings and structures located on the property to determine if they may be considered historical resources for the purposes of CEQA.

The field survey will examine each building's overall condition, integrity, alterations and construction. The field survey will also examine the immediate vicinity, in order to dismiss the potential for a historic district to exist. Field documentation will include digital photographs of the property to support field observations. Upon completion of the field survey, historic research will be conducted for the property. Historic research will include a review of building permits, maps, newspaper articles, and other primary and secondary source materials as necessary. CONTRACTOR assumes that the property contains one structure which is older than 45 years of age and will require historic evaluation in accordance with CEQA. The structure will be recorded on California Department of Parks and Recreation Forms and evaluated for potential historic significance.

Once background information has been obtained and survey completed, CONTRACTOR will prepare a Cultural Resources Technical Report that will summarize the results of the study and make recommendations for any additional services needed for CEQA compliance. The draft report will be prepared in accordance with the Archaeological Resources Management Report (ARMR) guidelines. The DPR forms will be included as an appendix to the report. Revisions to the draft will be provided in a final ARMR-format report in response to any comments received.

In addition, CONTRACTOR will assist the County with government to government tribal consultations in conformance with Assembly Bill (AB) 52 (Gatto, 2014) and Senate

Bill 18 of 2005 (SB 18; California Public Resources Code § 65351–65352), which is required for plan amendments and zoning changes. CONTRACTOR will prepare a Local Government Tribal Consultation List Request for the County's use in contacting the NAHC. The NAHC will provide a list of Native American tribal contacts for the project that should be contacted under AB 52 and SB 18. In addition, CONTRACTOR will prepare a project-specific form letter for the County's use in contacting each of the NAHC-listed contacts for more information and giving them the opportunity to request formal consultation under AB 52 and SB 18. The responses of any Native American contacts are considered confidential under SB 922. Further, if any of the NAHC-listed tribal contacts request formal consultation (they have 90 days to do so under SB 18 and 30 days to do so under AB 52), CONTRACTOR could facilitate such consultation with the County on a time and materials basis, subject to an amendment of this contract, as this scope of work does not include such facilitation, nor does it include any telephone calls or meetings with Native Americans. The NAHC Sacred Lands search request and Native American contact letter will be submitted to the County as digital files in MS Word format via email. The final correspondence from the County should be printed on County letterhead and signed by the appropriate County staff member. Please note that because AB 52 was only recently implemented, the tribal contacts provided by NAHC for SB 18 consultation may or may not be the same. CONTRACTOR will provide clear instructions and a tracking sheet for all correspondence to ensure adequate compliance with the laws enacted under both bills.

Geology and Soils. The project site overlies the eastern trace of the East Branch Calaveras Fault. As such, the project site is within an Alquist-Priolo Earthquake Fault Zone and surface rupture is a potential hazard to the proposed development. This section of the EIR will summarize the findings of a Fault Evaluation Report prepared for the property by ENGEO (September 2015), which physically located the fault line and determined the appropriate fault line setback for future residential structures. A CONTRACTOR technical expert will peer review the study and incorporate relevant information into the IS-MND.

This section will also identify soil-related hazards (e.g liquefaction, shrink-swell, erosion, etc.), based upon a review of on-site soils. As appropriate, measures to mitigate specific geologic hazards will be identified.

Greenhouse Gas Emissions. The IS-MND will evaluate the proposed project's potential contribution to cumulative impacts related to climate change. The analysis will quantify carbon dioxide equivalent (CDE) units associated with project construction and operation through the use of CalEEMod. The MBUAPCD has not formally adopted thresholds to evaluate GHG emissions. CONTRACTOR will consult with MBUAPCD staff during the preparation of the IS-MND to determine appropriate thresholds, confirm assumptions, and ensure accuracy.

Hazardous Materials. CONTRACTOR will conduct a hazardous materials records search to determine the potential for on-site contamination or off-site contamination

that could migrate onto the site and result in adverse health impacts. Current information for leaking underground storage tank sites located upgradient from the project site will be reviewed and summarized. In addition, the historic agricultural use of the site may have resulted in residual agricultural chemicals on the property. The potential for exposure of construction workers and future residents to such chemicals will be assessed. The IS-MND will examine these issues and provide appropriate mitigation.

Hydrology and Water Quality. The northern portion of the property is within the 100-year floodplain. However, the current FEMA map does not account for the Enterprise Drainage System improvements. A floodplain analysis which incorporates these improvements and re-models the 100-year floodplain is currently being prepared by Schaff & Wheeler on behalf of the applicant, and the applicant intends to file a Letter of Map Amendment (LOMA) with FEMA, which may remove all or a portion of the site from the 100-year floodplain. This section of the IS-MND will describe the existing flooding, drainage and stormwater collection systems within the immediate project area, incorporating findings of the floodplain analysis. The analysis will briefly describe regulations regarding water quality, including NPDES requirements. Potential impacts to water quality will be determined, with a qualitative discussion of impacts to water resources.

This section will be closely coordinated with the biological resources section to ensure that adequate measures are implemented to protect sensitive biotic resources that may be present. This section will specifically include:

- *Review of literature sources and incorporation of revised floodplain mapping for the site as they pertain to the site;*
- *Assessment of change to runoff volumes and patterns from plan implementation; and*
- *Recommendation of measures to contain projected stormwater flows, protect long-term water quality, and promote water conservation.*

Noise. CONTRACTOR will discuss potential project impacts related to short-term and long-term noise generation and exposure. CONTRACTOR will quantitatively evaluate project noise levels and noise level increases related to site preparation/construction at sensitive receptors, including residences immediately adjacent to the site to the east, south, and west. CONTRACTOR will examine existing noise sources in the project area and will conduct ambient noise measurements in the field to characterize the existing noise conditions in the vicinity of the project site. The measurements will be taken using an ANSI Type II sound level meter. Up to three 20-minute daytime measurements will be taken. These noise levels and modeled increases will be evaluated relative to County noise standards. The primary construction noise source is presumed to be heavy equipment associated with grading of the site. Long-term operational noise would primarily occur as a result of increased traffic to the site, potentially increasing noise along Enterprise Road. Traffic noise will be forecast using the Federal Highway Administration Traffic Noise Model® (TNM version 2.5). Traffic

generated by implementation of the project will be added to the current traffic volumes and the incremental noise level increases will be calculated. Mitigation measures will be recommended to reduce noise impacts as necessary.

Public Services. CONTRACTOR will assess the project's effects on public services by reviewing existing plans and contacting local service providers, including the City of Hollister Fire Department, the San Benito County Sheriff's Office, the Hollister School District, and the County Parks and Recreation Department to assess current service levels and potential effects of the proposed project on service standards. CONTRACTOR will quantify project student generation and demands on parkland. This evaluation will discuss the applicable impact fees that would be required to offset public services impacts.

Traffic and Circulation. It is CONTRACTOR'S understanding that a traffic study is being prepared for the project under a separate contract to the applicant. As part of the IS-MND scope of work, Hatch Mott MacDonald (HMM) will conduct a formal peer review of this report to ensure accuracy. The review of the traffic impact analysis will cover all elements of the study, including:

1. Study scope;
2. Existing traffic volume data;
3. Trip generation, distribution and assignment assumptions;
4. Level of service calculation methodologies and assumptions;
5. Project and Cumulative impacts;
6. Recommended mitigation measures (including recommended channelization and striping improvements);
7. Project Access and Internal Circulation (including access operations and how they would affect upstream and downstream traffic operations).

A technical memorandum will be prepared, summarizing CONTRACTOR'S findings from this review. A secondary review of the report will also be conducted upon the revised traffic impact analysis (after revisions are made by the project applicant's traffic consultant based upon the comments from CONTRACTOR'S first peer review). An additional technical memorandum will be prepared for this secondary review.

The findings of the final, peer reviewed traffic study will be incorporated into the IS-MND section.

Utilities and Service Systems. Water and wastewater service would be provided by the Sunnyslope County Water District (SSCWD). To assess impacts to wastewater and landfills, CONTRACTOR will use information provided in the County 2035 General Plan, consultation with the County's Integrated Waste Management Department, and landfill information provided by Department of Resources Recycling and Recovery (formerly known as the California Integrated Waste Management Board). The analysis will quantify existing demand and compare projected demands to service capabilities. Where service

deficiencies are identified, mitigation programs will be developed to avoid or minimize potentially adverse impacts.

To assess impacts related to water supply and service, CONTRACTOR will prepare a water supply evaluation based on information contained in the 2010 Hollister Urban Area Urban Water Management Plan, or as may be updated and in effect at the time of the analysis, and other existing sources. The assessment will include a description of baseline water conditions, proposed water use (using County-approved water factors), and the impact of the project on available water supply.

CONTRACTOR'S subconsultant Tully & Young will prepare a technical memorandum evaluating water supply availability, as identified in the table set forth in paragraph B-4 of Attachment B to this contract as an optional task. This scope of work will include the following tasks:

- Initial Approach Strategy Development. The purpose of this task is to enable the interested parties to discuss and define the basic understanding of project water use elements (water demands) and anticipated water supply portfolio elements (e.g. groundwater, surface water and possibly recycled water). This task will include review by Tully & Young of project elements, initial estimates of project -specific water demand, phone conversations and meetings. A kickoff conference call with the project proponent is anticipated. This task will also include necessary data collection as may be necessary and relevant research to build the foundational information for performing the evaluation.
- Water Demand and Supply Characterization. The purpose of this task is to (1) derive estimated water demands for the project and (2) characterize the groundwater, surface water and recycled water supplies anticipated to meet the project -specific demands. For the project, appropriate unit water demand factors will be developed based on readily available information from other appropriate local water purveyors and other relevant information. Unique project attributes, such as use of native landscaping, as well as other factors will be used to refine the project demands as necessary. In addition, Tully & Young will evaluate the water used to meet historic demands on the project -specific lands – if any – to understand the role historic supplies will have in the water supply portfolio (e.g. determine the net increase/decrease between historic agricultural irrigation and the planned municipal services).
- IS-MND Discussion. Tully & Young will prepare text for use in the IS-MND. The materials will include an abbreviated analysis of future conditions to determination whether sufficient water exists for the project, based on the water demand and supply characterization analysis described above.

SCHEDULE

<u>Task</u>	<u>Weeks</u>
Kickoff Meeting	-
Prepare Project Description	2
County Review of Project Description	1
Prepare Administrative Draft IS-MND	6
County Review of Administrative Draft	3
Second Administrative Draft IS-MND	2
County Review of Second Administrative Draft	2
Screencheck Draft IS-MND	1
County Review of Screencheck Draft	1
Public Draft IS-MND (production)	1
Public Comment Period	4
Preparation of Responses to Comments	2
County Review of Responses to Comments	1
Final IS-MND and MMRP	1
Total	27 weeks

Based on the above, the CEQA process can be completed within 27 weeks of the kickoff meeting. The ability to meet this schedule depends on: the timely receipt of project description and technical information; the length of time needed for County staff (including County Counsel) to review documents and for the applicant's traffic consultant to revise the traffic study (as needed); the level of public comment; the number of public hearings needed; and staff's direction on addressing unanticipated issues that may arise during the process.

END OF ATTACHMENT A

ATTACHMENT B

Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ _____, or

☒ a total sum not to exceed \$74,121.00 _____

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

☐ There are no additional terms of compensation.

☒ The following specific terms of compensation shall apply: Continued

County of San Benito

Lico Major Subdivision Project IS-MND

Cost Estimate

1/19/2016

Tasks	Cost	Rincon Labor Hours	Principal I	Sr. Prof. II	Prof. III	GIS/CADD I	Clerical/Admin I
			\$195/hr	\$145/hour	\$110/hour	\$90/hour	\$65/hour
1. Preliminary Coordination	\$580	4		4			
2. Project Description	\$1,935	17	1	3	8	4	1
3. Administrative Draft IS-MND							
Aesthetics	\$1,400	12	1	1	8	2	
Agricultural Resources	\$2,430	20	2	4	10	4	
Air Quality	\$1,805	15	1	2	12		
Biological Resources	\$2,585	22	1	4	14	3	
Cultural Resources	\$6,495	57	1	7	45	3	1
SB 18 and AB 52 Consultation	\$730	6		2	4		
Geology and Soils	\$1,130	10		2	6	2	
Greenhouse Gas Emissions	\$1,875	15	1	4	10		
Hazardous Materials	\$1,805	15	1	2	12		
Hydrology and Water Quality	\$3,530	30	2	4	20	4	
Noise	\$3,155	27	1	4	20	2	
Public Services	\$1,830	16		2	14		
Traffic and Circulation	\$1,105	9	1	2	4	2	
Utilities and Service Systems	\$2,755	23	1	4	18		
Other CEQA Issues (5)	\$1,130	10	1	1	6		2
4. Second Administrative Draft IS-MND	\$2,605	21	2	6	10	2	1
5. Screencheck Draft IS-MND	\$885	8		2	4	1	1
6. Publication of Draft IS-MND	\$1,095	11	1	2	2		6
7. Response to Comments	\$1,580	12	1	5	6		
8. Final IS-MND	\$625	7		1	2		4
9. Mitigation Monitoring and Reporting Program	\$845	7	1	1	4		1
10. Hearing Attendance (2)	\$2,900	20		20			
Project Management/Coordination	\$3,620	24	6	16			2
Subtotal Labor:	\$50,430	418	26	105	239	29	19
Additional Costs							
Subconsultants							
Hatch Mott MacDonald (Traffic Peer Review)	\$9,080						
Printing							
Public Draft IS-MND (30 copies)	\$600						
Direct Expenses							
Cultural Records Search	\$450						
Hazardous Materials Records Search	\$400						
Travel Expenses	\$768						
Supplies and Miscellaneous Expenses	\$1,513						
General & Administrative	\$1,580						
Subtotal Additional Costs (Base Fee):	\$14,391						
TOTAL LABOR + ADDITIONAL COSTS	\$64,821						
Optional Task							
Tully & Young (Water Supply Technical Memorandum)	\$9,300						

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.