AMENDMENT TO CONTRACT
#___1___

The County of San Benito ("COUNTY") and Rincon Consultants, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.
COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated March 8, 2016.

b. Prior Amendments. (Check one.)
[X] The initial contract previously has not been amended.
[ ] The initial contract previously has been amended. The date(s) of prior amendments are as follows:_____

c. Incorporation of Original Contract.
The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.
The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of_____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[ ] The services specified in the original contract (Exhibit 1) are not modified.
[X] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

[X] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

Task 1 – Project Initiation
The project kickoff meeting was held on March 10, 2016. A second project kickoff meeting for the EIR is not required. Therefore the project initiation phase of the EIR will consist of preparation of a Notice of

Preparation, and an EIR scoping meeting.

Subtask 1.1 –Notice of Preparation. CONTRACTOR will prepare a Notice of Preparation (NOP), consistent with CEQA Guidelines Section 15082. As a cost and time saving-measure, we recommend bypassing the preparation of an Initial Study as allowed by the State CEQA Guidelines Section 15060 (d).

CONTRACTOR has successful experience proceeding straight to an EIR for larger projects in areas that may contain sensitive resources. In this scenario, the Notice of Preparation includes a list of each issue to be addressed. Since one of the primary functions of an Initial Study is to screen issue areas from further review, and since our understanding of the site and project impacts facilitates pre-screening of the analysis, the City can proceed directly to an NOP, saving time and funds.
The NOP will include a brief project description, project location, and summary of the probable environmental effects of the project. CONTRACTOR will distribute the NOP to the State Clearinghouse and all identified responsible and trustee agencies via certified mail. Substantive responses to the NOP will be compiled, appended to the EIR, and addressed within the EIR.

Subtask 1.2 – Scoping Meeting. CONTRACTOR will lead an EIR scoping meeting to be conducted by County staff. CONTRACTOR will be prepared to present information, as needed. Based on input received from this meeting, CONTRACTOR will work with County staff to determine whether any modifications to the proposed EIR scope are required. If so, these items would be added to the work program for a fee to be negotiated.

Task 2 – Project Description
CONTRACTOR will prepare a detailed Project Description in accordance with the requirements of Section 15124 of the State CEQA Guidelines for review by the County and applicant. The Project Description will detail the project proposal, including requested permits. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of the proposed project.

The Project Description will include:

- *A thorough explanation of proposed development and requested land use changes, permits, and approvals*
- *Discussion of the revised project components, site access, grading, and utility services*
- *Descriptions of the site and surrounding uses*
- *The proposed duration of construction and the proposed phasing of development*

The establishment of the Project Description is a critical early step in the EIR process, since it forms the basis for environmental evaluation under

CEQA. We assume up to two rounds of review and comments by County staff and County Counsel, with two sets of consolidated comments to be provided, as part of this task.

Task 3 – Administrative Draft EIR
Upon County approval of the Project Description, CONTRACTOR will begin preparation of the Administrative Draft EIR. This task includes all components necessary to complete the environmental impact analysis. Based on our experience with similar types of projects, it is anticipated that the EIR will focus on the following issue areas: Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Greenhouse Gases, Hydrology and Water Quality, Land Use, Noise, Public Services, Transportation and Circulation, and Utilities. Our technical approach for each of these issue areas is described under *Approach to Technical Issues* below.

To the extent possible, CONTRACTOR will incorporate information from existing environmental review, technical reports, and planning documents that are applicable to the project site and the specific project.

Subtask 3.1 – Executive Summary. The Executive Summary will include an introduction and purpose, a brief description of the proposed project, project alternatives, and a table summarizing the environmental effects and mitigation measures associated with the proposed project. The table will be organized by level of environmental impact, including significant unavoidable adverse impacts (Class I), significant impacts that can be mitigated to a less than significant level (Class II), less than significant impacts (Class III), and beneficial impacts (Class IV). The Executive Summary will be provided at a level of detail that allows the section to function as a stand-alone printed document.

Subtask 3.2 – Introduction, Project Description, and Environmental Setting.
The Introduction section will include a narrative on the background of the project. It will include a summary of the previous environmental review of the project and the environmental review process anticipated for the current project. In addition, lead, responsible, and trustee agencies will be identified and the scope, content, and purpose of the EIR will be described. The Project Description section will consist of the project description that was prepared in Task 2.

The Environmental Setting section will provide a description of the existing environmental conditions in the project region and in the project area.

Subtask.3.3 - Environmental Impacts and Mitigation Measures.

The main body of the EIR will consist of the assessment of potential environmental impact analysis of the proposed project. Each environmental issue addressed in the EIR will have five main subsections:

- *Setting*
- *Methodology and Significance Thresholds*
- *Impact analysis including both project-specific and cumulative impacts*
- *Mitigation measures*
- *Residual Impacts*

The setting section will describe the applicable environmental conditions of the project area. The setting will be based on existing data sources, including geotechnical and traffic studies, supplemented with additional research.

The impact analysis section will include a statement of the significance thresholds that were used to determine if an impact would have the potential to result in a significant environmental effect. Impacts of the proposed project when compared to existing conditions in the project area would be identified, as would cumulative impacts resulting from regional growth. Impacts will be quantified where possible. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively determine potential impacts.

All mitigation measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Conditions where the proposed mitigation measures would not reduce the identified impacts to a less than significant level will be clearly identified. Secondary impacts of mitigation measures will also be discussed.

The final section will describe the level of significance after mitigation. This will be a brief statement noting where any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV). Any secondary effects from proposed mitigation measures will be described as appropriate.

Subtask 3.4 - Alternatives.
This section will be prepared in accordance with the requirements of the CEQA Guidelines Section 15126(d) and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives. CONTRACTOR will analyze up to four alternatives, including the CEQA-required "no project" alternative and an alternative that contains a full secondary access

to Southside Road (rather than emergency vehicle access only). Other alternatives will be determined in consultation with County staff and the applicant, as appropriate, based on the preliminary findings of the environmental analysis.

Per the State CEQA Guidelines, the alternatives will evaluate the same environmental topic areas in a more qualitative manner with less detail than the proposed project. However, where impacts have been identified as significant for the proposed project, the alternatives will identify applicable mitigation requirements for the alternatives, so a meaningful comparison can be made, and if necessary CEQA Findings in support of the alternatives can be prepared. The analysis will identify whether the alternatives would result in impacts that are less than, similar to, or greater than the proposed project, the level of significance, and mitigation requirements. A matrix that depicts the magnitude of impacts associated with the alternatives when compared to the proposed project will be provided. At the conclusion of the alternatives analysis, the environmentally superior alternative will be identified.

Subtask 3.5 - Other CEQA-Required Sections. Also included in the EIR will be other sections required by CEQA, such as table of contents, references, persons contacted, list of preparers, and summary of potential growth inducing and significant irreversible effects.

Subtask 3.6 – References and List of Preparers. This section will provide a list of references for citations found in the body of the EIR. In addition, this section will also identify all federal, state, or local agencies, other organizations, and private individuals consulted in preparing the EIR, and the persons, firm, or agency preparing the EIR.

Task 4 – Screencheck Draft EIR

Following County staff and legal counsel review of the Administrative Draft EIR, CONTRACTOR will revise the document based on comments received and provide a Screencheck Draft EIR for review. Revisions can be provided in Word documents using "track changes," or a compiled "clean" PDF may be provided for final review, depending on the County's preference. This task will include responding to County and legal counsel comments on the Administrative Draft EIR requiring 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 at this stage. The Screencheck Draft EIR will be provided in digital format only.

Task 5 – Second Screencheck Draft EIR

Following County staff and legal counsel review of the Screencheck Draft EIR, CONTRACTOR will revise the document based on comments

received and provide a Second Screencheck Draft EIR for final review prior to publication.

Task 6 – Public Draft EIR
This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment following County review of the Screencheck Draft EIR. At this stage it is anticipated that revisions will be limited to editorial and formatting changes, if any.

CONTRACTOR will prepare all required notices for the EIR, including the Notice of Completion and Environmental Transmittal, and will mail the documents to relevant agencies and interested citizens on a mailing list to be developed by the County. CONTRACTOR will also distribute Draft EIRs to relevant agencies interested citizens. For the purposes of this proposal, it is assumed that up to 30 CDs and 20 hard copies would be delivered.

Task 7 – Final EIR
The final formal stages of the EIR process involve responding to comments, holding public hearings and final editorial tasks. At this point, all of the discretionary permit applications and the proposed Final EIR will be brought together for final public and decision-maker scrutiny in order to facilitate official decisions regarding the application. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

Subtask 7.1 - Response to Comments/Administrative Final EIR.
Subsequent to receipt of all public comments on the Draft EIR, CONTRACTOR will submit draft responses to comments for County review. We have budgeted 40 staff hours for preparing the responses to comments; however if a higher than average number of comments is received, additional funds may be required to complete this task. The final version of the responses to comments will be incorporated into the Administrative Final EIR. A draft Mitigation Monitoring and Reporting Program (MMRP) will also be submitted as part of the Administrative Final EIR.

Subtask 7.2 - Mitigation Monitoring and Reporting Program.
Concurrent with the Administrative Final EIR, CONTRACTOR will prepare an MMRP. The MMRP will be provided in a format designed for use by planners or code enforcement officers, and will incorporate both monitoring by the County and reporting by the applicant, with subsequent report verification by onsite inspection, if necessary. Essentially, this plan will take the form of a detailed table that compiles all of the adopted mitigation measures developed within the body of the EIR, as well as

information necessary to monitor compliance with each measure. The program will include:

- *Suggested wording as a condition of approval;*
- *Identification of persons/agencies responsible for monitoring compliance with each condition;*
- *Timing when monitoring must occur;*
- *Frequency of monitoring; and*
- *Criteria to be used to determine compliance with conditions.*

Task 7.3 – Screencheck Final EIR. After receipt of County staff and legal counsel comments, CONTRACTOR will prepare a Screencheck Final EIR for County review.

Subtask 7.4 - Publication of the Final EIR. After County certification of the EIR, CONTRACTOR will provide up to 15 hard copies and 20 CDs of the Final EIR. In addition, CONTRACTOR will provide an electronic version of the Final EIR in a searchable pdf format for website use (text and graphic files small enough for fast public download times).

Task 8 – Meetings and Public Hearings
CONTRACTOR's Principal-in-Charge and/or Project Manager will attend up to four meetings with County staff (in addition to the kickoff meeting) and up to two public hearings (assumed to be one with the Planning Commission and one with the Board of Supervisors). The consultant team will confer with the County Project Manager to determine which meetings would be required; however, meeting attendance is assumed to be at key points in the development of the EIR, including for example:

- *Kickoff meeting*
- *Meeting to identify project alternatives*
- *Meeting to review County comments on the Administrative Draft EIR*
- *Meeting to review County comments on the Screencheck Draft EIR*
- *Meeting to discuss comments on the Draft EIR*

SUBCONTRACTORS and CONTRACTOR specialists will typically participate by conference call, when necessary.

Hearing attendance will include assistance with oral presentations to the hearing body and graphic presentations. These hearings will be scheduled and selected at the County's discretion. Additionally, as noted above, participation by project management team members, key specialists, and subcontractors in conference calls is assumed to be part of the EIR development and is included in our budget and scope for the EIR development tasks.

APPROACH TO TECHNICAL ISSUES

Based on our experience with similar projects and the project area, we have assembled a scope of work which facilitates thorough analysis of the following issue areas in a timely and cost-effective manner:

- *Aesthetics*
- *Agricultural Resources*
- *Air Quality*
- *Biological Resources*
- *Cultural Resources*
- *Geology and Soils*
- *Greenhouse Gas Emissions*
- *Hazards and Hazardous Materials*
- *Hydrology and Water Quality*
- *Land Use*
- *Noise*
- *Public Services*
- *Transportation/Circulation*
- *Utilities*

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 Southside Road, and the Project. 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 project will also be located on the top of a bluff, and may silhouette against the sky as viewed from Southside Road. The aesthetics analysis will include visual characterization of the project site and general project area; discussion of the impact of the proposed land use changes on scenic resources, aesthetic character, and nighttime views; and identification of mitigation measures as appropriate.

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 likely include the purchase of off-site agricultural easements, consistent with the Sunnyside Estates EIR.*

Air Quality. The EIR will analyze and determine whether the proposed project would have the potential to expose sensitive receptors to pollutant concentrations, based on modified project characteristics and the project traffic study. Both temporary construction impacts and long -term operational impacts will be addressed. The EIR will estimate temporary emissions generated during site preparation and construction for the project facilities as a whole, and individually for all phases of development. The analysis will address fugitive dust resulting from grading and materials handling, and construction workers' vehicular traffic, as well as exhaust from heavy-duty gasoline and diesel powered vehicles. Standard dust control measures are required under the Clean Air Plan for all discretionary construction activities. The potential impact and mitigation of construction dust emissions on adjacent residential uses will also be addressed.

Potential long-term emissions associated with the project would primarily be a result of increased traffic generated by the proposed project and/or increased vehicle miles traveled. These emissions will be quantified for the proposed project using CalEEMod, and will be based on trip generation data to be provided in the traffic study prepared for the project. Emissions associated with electricity and natural gas use will also be quantified using CalEEMod. The project's total operational emissions will be compared to MBUAPCD thresholds of significance to determine their significance. If projected emissions would exceed MBUAPCD thresholds, appropriate mitigation for all impacts identified.

Biological Resources. The biological resources analysis will include a review of all readily available existing reports (i.e. reports that may have been prepared for any nearby projects), project plans, aerial imagery, databases (i.e. California Natural Diversity Database [CNDDB] and California Native Plant Society [CNPS] rare plant inventory) and other available literature, as well as a reconnaissance-level field survey to map and record vegetation communities and wildlife habitats present on site, and to document incidental observations of common and special status plant and animal taxa (species, subspecies, varieties) on the proposed project site. Our scope does not include protocol-level botanical or wildlife surveys.

CONTRACTOR biologists will conduct the biological resources analysis with the express purpose of: 1) documenting the existing baseline conditions for biological resources; 2) evaluating the potential for special status plants and animals to occur on the project site; 3) providing an impacts analysis for biological resources; and 4) proposing suitable mitigation if necessary to reduce potential impacts to less than significant. This evaluation will be presented within the body of the EIR and does not include the preparation of a stand-alone biological resources analysis report.

Cultural Resources. CONTRACTOR will conduct a Phase I cultural resources study of the approximately 50-acre project site. The study will include a search of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC), Native American scoping with the California Native American Heritage Commission (NAHC) and NAHC-provided contacts, intensive pedestrian survey of the project site, and incorporation of the results into a technical report. The technical report will be summarized in the EIR section, and the report will be attached as an appendix to the EIR. Any potential impacts will be identified and mitigation measures will be recommended as necessary. Our cost estimate assumes that no cultural resources (archaeological, historic built, or tribal) will be identified within the project site that require recordation or evaluations. Paleontological resources will also be briefly discussed in the EIR section, but will not be included in the cultural resources study.

Geology and Soils. The project site lies in an area subject to substantial ground-shaking hazards. This section will identify the issues associated with seismic risk as well as soil-related hazards (e.g liquefaction, shrink-swell, erosion, etc.), based upon the Geotechnical Investigation prepared for the project (Stevens Ferrone & Bailey, June 2015). The potential for landslides or slumping to impact adjacent properties will also be described, based on information in the Geotechnical Investigation. A CONTRACTOR technical expert will peer review the study and incorporate relevant information into the EIR. As appropriate, measures to mitigate specific geologic hazards will be identified.

Greenhouse Gas Emissions. The EIR will evaluate the proposed project's potential contribution to cumulative impacts related to climate change. This analysis will consider the proposed project's potential contribution to cumulative impacts related to climate change. The study will include an overview of the types and sources of GHGs, and the potential environmental effects of GHGs and climate change. An overview of the current regulatory framework regarding GHGs/climate change, including Assembly Bill (AB) 32, Senate Bill (SB) 97, and SB 375, as well as adopted amendments to the State CEQA Guidelines, will also be described.

The analysis will quantify carbon dioxide equivalent (CDE) units associated with project construction and operation through the use of CalEEMod. Emission factors and methodologies from the Local Government Operations Protocol (LGOP) for the Quantification and Reporting of Greenhouse Gas Emissions Inventories (June 2010) will be used to calculate GHG emissions from the proposed Amendment. These emission factors will be applied through the use of CalEEMod, which was developed by air districts throughout the state and is designed as a uniform platform for government agencies, land use planners and environmental professionals to quantify potential criteria pollutant and GHG emissions associated with project construction and operation. CalEEMod quantifies direct emissions from construction and operation (including vehicle use), as well as indirect emissions, such as GHG emissions from energy production, solid waste handling, vegetation planting and/or removal, and water conveyance. Further, the model calculates the benefits from implementing mitigation measures, including GHG mitigation measures developed and approved by the California Air Pollution Control Officers Association (CAPCOA).

The MBUAPCD has not formally adopted thresholds to evaluate GHG emissions. CONTRACTOR will therefore consult with MBUAPCD staff during the preparation of this section to determine appropriate thresholds, confirm assumptions, and ensure accuracy.[1] Using the results from CalEEMod, **CONTRACTOR will prepare a GHG section that focuses on the impacts of the proposed project on climate change, as well as the impacts of climate change on the project region.**

Hazards and 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 EIR will examine these issues and provide appropriate mitigative actions.

Hydrology and Water Quality. This section of the EIR will describe the existing flooding, drainage and storm water collection systems within the immediate project area. The FEMA designated flood plain associated with the adjacent river will be discussed. The analysis will briefly describe regulations regarding water quality, including NPDES requirements.

[1] The MBUAPCD currently recommends using San Luis Obispo Air Pollution Control District (SLOAPCD) thresholds. Prior to conducting the GHG analysis, Rincon will consult with MBUAPCD staff to confirm that this is the preferred approach for this project.

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 of the EIR 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 contact with local authorities to establish an inventory and map of existing flood plain characteristics as they pertain to the site;*
- *Assessment of change to runoff volumes and patterns from plan implementation; and*
- *Recommendation of measures to contain projected storm water flows, protect long-term water quality, and promote water conservation.*

Land Use. This section of the EIR will describe potential conflicts for the project from a planning and policy perspective.

The policy consistency analysis will provide a thorough review of the project against the various regulatory documents adopted by the County and other responsible agencies. The land use analysis will focus on:

- *Compatibility with adjacent properties, including changes in the character of the site and the scale and appropriateness of the proposed new development;*
- *Loss of open space/agricultural land with reference to long range planning for open space lands in the County; and*
- *Policy consistency with the San Benito County regulatory environment, including the County General Plan, Zoning Ordinance, Air Quality Management Plan, Water Quality Control Plan, and other relevant planning programs.*

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, the land use regulatory and jurisdictional pattern. Mitigation measures may include siting recommendations, buffer systems or lighting controls (to address noise, light and glare, and nuisance contact), design recommendations (setbacks from habitat areas, drainage control systems etc.), use limitations, and other amenities (access roads, driveways, water lines, infrastructure etc.).

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. 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. 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.

Transportation/Circulation. CONTRACTOR will provide a CEQA-compliant impact analysis based on a regional traffic study that will be prepared for the project area under separate contract to the County. It is our understanding that this analysis will include a comprehensive assessment of cumulative buildout of the project area, as well as project-specific impacts. We also assume that this analysis will include a discussion of impacts of the full-secondary access alternative to be considered in the EIR. The EIR section will summarize the data, results, and findings from the regional traffic study, and will include project-specific mitigation. Mitigation is anticipated to include, but may not be limited to, payment into a regional traffic impact fee, to be determined by the regional traffic study.

As an optional task, in the event that the regional traffic study is not completed in time to use for this EIR, Hexagon Transportation Consultants will prepare a project-specific Transportation Impact Analysis (TIA). This optional TIA, if selected, will include the following study scenarios:

- **Existing Conditions**: Existing 2014 to 2016 traffic volumes on the existing roadway network.
- **Existing Plus Project Conditions:** Existing traffic volumes + proposed project trips on the existing roadway network.
- **Background Conditions:** Existing traffic volumes + trips from approved development projects.

- **Background Plus Project Conditions:** Existing traffic volumes + trips from approved development projects + proposed project trips.
- **Cumulative Conditions**: Future traffic projections with and without proposed project trips on the planned roadway network.

Traffic conditions at the following intersections will be evaluated:

1. Airline Highway and Riverside Drive (east)
2. Airline Highway and Fairview Road/Riverside Drive
3. Airline Highway and Enterprise Road
4. Airline Highway and Union Road
5. Airline Highway and Sunset Drive
6. Highway 25 Bypass and Sunnyslope Road
7. Fairview Road and Hillcrest Road
8. Fairview Road and Sunnyslope Road
9. Fairview Road and Union Road *(future intersection)*

The TIA will include the following specific tasks.

1. **Site Reconnaissance.** The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, intersection traffic signal cycle lengths, and surrounding land uses.
2. **Observation of Existing Conditions.** Existing traffic conditions will be observed in the field during the peak hours in order to identify any operational deficiencies and to confirm the accuracy of calculated levels of service.
3. **Data Collection.** Existing weekday AM and PM peak-hour traffic volumes at the existing study intersections will be obtained from new manual peak-period turning movement counts and available recent count data. Hexagon estimates that new traffic data would be needed at only the two Rivermark Country Club entrances along Airline Highway. The traffic counts will include bicycle and pedestrian traffic along with the vehicular traffic counts. Additionally, our scope and budget include cost for collecting 24-hour speed and volume data at up to two locations along Rivermark Drive. Thus, the fee estimate includes costs for conducting new AM and PM peak-period turning movement counts at up to two intersections (four peak hour counts) and 24-hour machine counts at up to two locations.
4. **Evaluation of Existing Conditions.** The existing traffic conditions at the study intersections will be evaluated with SYNCHRO software using the 2010 Highway Capacity Manual (HCM) level of service methodology and current peak-hour volumes. Unsignalized intersections also will be analyzed using peak hour traffic signal warrants.

5. **Site Traffic Projections.** Based on the proposed development size and land use, site-generated traffic will be estimated using the appropriate vehicular trip generation rates published in the latest edition of ITE's Trip Generation. The directional distribution of site-generated traffic will be developed based on existing traffic patterns in the area, the available roadway network, and the locations of complementary land uses. The site-generated traffic will be added to the roadway network based on this trip distribution pattern and each project access alternative. The preliminary trip generation estimates, trip distribution pattern, and trip assignment will be submitted to the County for review and approval prior to inclusion in the traffic study.

6. **Evaluation of Existing Plus Project Conditions.** Project-generated traffic will be added to existing traffic volumes to yield existing plus project traffic volumes. Intersection level of service calculations will be conducted using SYNCHRO to estimate the operating levels of service at the study intersections during the AM and PM peak hours under existing plus project conditions.

7. **Evaluation of Background Conditions.** Lists of approved development projects (including size, use, and location) will be obtained from the City of Hollister and San Benito County. Hexagon will develop trip generation estimates and trip distribution patterns for approved projects in the vicinity of the study area. The approved trips will be added to the existing peak-hour volumes to obtain traffic volumes for background conditions. Roadway improvements associated with approved developments will be assumed as directed by the City of Hollister and San Benito County. Intersection levels of service under background conditions will be evaluated using SYNCHRO.

8. **Evaluation of Background Plus Project Conditions.** Project trips will be added to background traffic volumes to yield traffic volumes under background plus project conditions. Intersection levels of service under background plus project conditions will be evaluated using SYNCHRO. Background plus project conditions will be compared to background conditions for the purpose of identifying potential project impacts.

9. **Evaluation of Cumulative Conditions.** Lists of pending developments will be obtained from the City of Hollister and San Benito County. Hexagon will develop trip generation estimates and trip distribution patterns for the pending projects in the vicinity of the study area. Trips from the pending developments will be added to the background peak-hour volumes to estimate traffic volumes for cumulative no-project conditions. Roadway improvements associated with cumulative developments will be assumed as directed by the City of Hollister and San Benito County. Site-generated traffic estimated in Task 6 will be added to cumulative no-project traffic volumes to yield traffic conditions under cumulative plus project conditions. Intersection level of service calculations will be conducted to estimate the operating levels during the

AM and PM peak hours under cumulative no-project and cumulative with project conditions. Cumulative project impacts will be evaluated relative to cumulative no-project conditions. Intersection levels of service under cumulative conditions will be evaluated using SYNCHRO.

10. **Signal Warrant Analysis**. The need for future signalization of the unsignalized study intersections will be evaluated on the basis of the Peak-Hour Warrant (Warrant 3 – Part B) in the California Manual on Uniform Traffic Control Devices. The warrant will be evaluated using peak-hour volumes for all study scenarios.

11. **Bicycle, Pedestrian, and Transit Facilities**. A qualitative analysis of the project's effect on transit service in the area and on bicycle and pedestrian circulation in the study area will be included in the traffic report.

12. **Site Access and Circulation Analysis**. Site access will be evaluated based on locations of project site entrances. The analysis will include an evaluation of the effects of providing an alternative project access out to Southside Road. Vehicle queuing and vehicle storage capacity at proposed entrances to the project site will be evaluated. A review of the project site circulation concept will be performed to determine if adequate on-site circulation is provided and to identify any access or circulation issues that should be resolved. Necessary improvements will be identified. Hexagon will work with County staff to identify the appropriate roadway design standards that should be used for evaluating the adequacy of the on-site roadway network.

13. **Neighborhood Traffic Assessment**. The proposed project will result in increases in traffic volumes along Rivermark Drive. Two-way speed and traffic volume data will be collected for one 24-hour period at up to two locations along Rivermark Drive to provide an estimate of traffic volume increases on the roadway due to the proposed project. Hexagon's scope and budget is limited to the collection of traffic volume data and estimates of future traffic volumes with the project at two locations along Rivermark Drive. The scope does not include the evaluation of additional roadways within the Rivermark Country Club or the evaluation of other neighborhood traffic issues, including traffic calming in the neighborhood.

14. **Evaluation of Vehicle Miles Traveled (VMT)**. In addition to the completion of peak hour intersection analysis, an evaluation of vehicle-miles-traveled (VMT) per recent State guidelines for traffic impact analysis in EIRs (per Senate Bill 743) will be completed. The evaluation may include VMT data stratified by roadway facility type, internal/external trips, and/or per capita data for baseline future conditions without and with the project. The VMT data and needs for inclusion in the traffic analysis will be discussed with environmental consultant and project staff.

15. **Description of Impacts and Recommendations**. Based on the results of the level of service calculations and signal warrant analyses, impacts of the site-generated traffic will be identified and described. Recommendations

will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant project impacts. Improvements could include street widenings, lane additions, changes in lane usage, addition of traffic signals, or modifying existing traffic signals. Additionally, mitigation and/or traffic impact fees associated with any individual and/or cumulative project impacts will be described.

16. **Administrative Draft Report**. Hexagon's findings and recommendations will be summarized in an administrative draft report.

17. **Draft and Final Reports**. Following review and comment (on the administrative draft) by CONTRACTOR Consultants, a draft report will be submitted for review by San Benito County. Hexagon will prepare a final report that addresses all of the comments received from CONTRACTOR Consultants and County staff. This final report will be included in the Draft EIR made available for public circulation. Following public review and comment, Hexagon will respond to comments as required in completion of the Final EIR. Hexagon assumes no more than 12 hours of staff time to respond to comments.

18. **Alternative Project Description Evaluation**. A trip generation comparison for up to two alternative project descriptions (possibly reduction if proposed units) will be completed. The trip estimates for the alternative project descriptions will be compared with trip estimates for the proposed project for the purpose of documenting that the alternative project descriptions would result in the generation of less trips and impacts to the roadway system. The evaluation will include trip generation estimates and re-evaluation at only intersections that were shown to be impacted by the proposed project.

19. **Meetings**. The TIA cost estimate includes Hexagon staff attendance at up to one meeting with County staff and/or or the project team in connection with the project. Attendance at additional meetings, public hearings, and neighborhood or community meetings would require authorization and additional budget and would be billed as Additional Services.

Any work not specifically referenced in the above TIA—for example analyzing a different project description, conducting additional intersection counts, analyzing additional scenarios, conducting other technical analyses not described above, attending public hearings, and providing feasibility drawings or cost estimates for mitigation measures—shall be considered additional services.

Utilities. CONTRACTOR will use information provided in the County General Plan, the Sunnyslope Water District's Hollister Urban Area Urban Water Management 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) to quantitatively describe the impacts

of the project on utilities and services, including water and wastewater systems and applicable landfills. 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. CONTRACTOR will prepare a water supply evaluation based on information contained in the 2010 Hollister Urban Area Urban Water Management Plan and other 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.

Effects Found not to be Significant. Because this is an EIR and no Initial Study is being prepared, the EIR will include a section describing the issues for which a less than significant impact is anticipated. This section will include sufficient evidence to support less than significant impact findings.

SCHEDULE

CONTRACTOR proposes to adhere to a schedule that allows the Draft EIR to be circulated within 31 weeks of release of the NOP and the EIR process to be concluded within approximately 11 months.

Notice of Preparation: CONTRACTOR will prepare the NOP for release within one week of notice to proceed.

Scoping Meeting: CONTRACTOR will organize and manage a scoping meeting during the 30-day NOP period.

Project Description: Within two weeks of release of the NOP, CONTRACTOR will submit the draft project description for staff review. CONTRACTOR assumes a one-week review period for review by the County, and CONTRACTOR revisions to the project description. Thus, we assume that the project description will be approved by the County within four weeks after release of the NOP.

Administrative Draft EIR: The Administrative Draft EIR will be completed within ten weeks of County approval of the project description, assuming that the regional traffic study is received – or the Draft TIA is complete and approved by the County – at least three weeks prior to completion of the ADEIR. This schedule assumes delivery of the Administrative Draft EIR about 14 weeks after release of the NOP.

Screencheck Draft EIR: Assuming that the County will deliver comments on the Administrative Draft EIR within four weeks, CONTRACTOR will produce the Screencheck EIR within three weeks of receipt of staff comments. This schedule also assumes that County

comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

Second Screencheck Draft EIR: Assuming that the County will deliver comments on the Screencheck Draft EIR within two weeks, CONTRACTOR will produce the Second Screencheck EIR within three weeks of receipt of staff comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

Public Draft EIR: Assuming that the County will deliver comments on the Second Screencheck Draft EIR within two weeks, CONTRACTOR will revise and produce the Public Draft EIR within three weeks (including production time). This schedule would allow for publication approximately 31 weeks after release of the NOP.

Response to Comments/Administrative Final EIR: Within three weeks of the close of the 45-day Draft EIR circulation period and receipt of all written and oral comments, CONTRACTOR will deliver a Draft Response to Comments report that responds to issues raised regarding the analysis. CONTRACTOR will assemble responses into the Administrative Final EIR, which will also contain any changes that might be required to the Draft EIR. This milestone is expected to be reached about 41 weeks after release of the NOP.

Screencheck Final EIR: Within two weeks of receipt of County comments on the Response to Comments/Administrative Final EIR, CONTRACTOR will deliver the Screencheck Final EIR. Assuming a two week review period for the County, the Administrative Final EIR would be delivered 45 weeks.

Final EIR: Assuming that the County will deliver comments on the Screencheck Final EIR within one week, CONTRACTOR will produce the Final EIR within two weeks. Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within approximately 48 weeks, or about 11 months.

The ability to meet this schedule depends on timely receipt of technical information (including the regional traffic study, as appropriate), the level of County review, the level of public comment, and staff's direction on addressing unanticipated issues that may arise during the process.

c. **Payment Terms.** (Check one.)

[ ] The payment terms in the original contract (Exhibit 1) are not modified.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[ ] The payment terms are modified only as specified below:

Modified or New Payment Terms:

[X] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

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.)

[X] One month in arrears.

[ ] Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

[ ] 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 the original 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

[X] a total sum not to exceed $126,832.00_____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

[ ] There are no additional terms of compensation.

[X] The following specific terms of compensation shall apply:

County of San Benito
Bluffs at Ridgemark Project EIR

Cost Estimate

4/7/2016

Tasks (Base Fee)	Cost	Rincon Labor Hours	Principal $195/hr	Proj. Mgr. $145/hour	Assoc. $110/hour	Archaeo 1 $80/hour	GIS/CADD $90/hour	Clerical/Admin $65/hour
1. Project Initiation								
1.1 Notice of Preparation	$670	7		1	3			3
1.2 Scoping Meeting	$1,845	15		8	4		2	1
2. Project Description	$5,940		2	16	20		10	2
3. Administrative Draft EIR								
3.1 Executive Summary	$1,275	11	1	2	6			2
3.2 Intro., Project Description, and Env. Setting	$1,495	13	1	2	8			2
3.3 Environmental Impacts and Mitigation Measures								
Aesthetics	$3,585	31	1	6	18		6	
Agricultural Resources	$4,440	38	2	6	24		6	
Air Quality	$3,635	31	1	4	26			
Biological Resources	$5,390	46	2	8	30		6	
Cultural Resources	$2,895	25	1	4	16		4	
Cultural Resources Technical Study	$4,640	50	1	8		38	2	1
Geology and Soils	$4,195	35	3	6	20		6	
Greenhouse Gas Emissions	$3,705	31	1	6	24			
Hazards and Hazardous Material	$3,725	29	1	14	12		2	
Hydrology and Water Quality	$4,080	34	2	6	24		2	
Land Use	$5,430	46	2	8	32		4	
Noise	$4,245	37	1	6	24		6	
Public Services	$3,195	27	1	4	22			
Transportation/Circulation (Rincon Labor Only)	$2,830	24	2	4	12		6	
Utilities	$3,265	27	1	6	20			
Effects Found Not To Be Significant	$2,025	17	1	2	14			
3.4 Alternatives (4)	$7,270	64	2	14	34		8	6
3.5 Other CEQA-Required Sections	$1,145	9	1	2	6			
3.6 References and List of Preparers	$1,210	10	1	2	6			1
4. Screencheck Draft EIR	$7,800	64	4	18	34		6	2
5. Second Screencheck Draft EIR	$3,850	31	2	12	12		3	2
6. Public Draft EIR	$2,045	20	1	4	6		1	8
7. Final EIR								
7.1 Response to Comments/Administrative Final EIR	$5,010	40	4	14	16		2	4
7.2 Mitigation Monitoring and Reporting Program	$845	7	1	1	4			1
7.3 Screencheck Final EIR	$2,545	21	1	8	8		2	2
7.4 Publication of the Final EIR	$2,090	18	2	6	4			6
8. Meetings (4) and Public Hearings (2)	$3,635	26		24			1	1
Project Management/Coordination	$7,400	54	8	30	10			6
Subtotal Labor:	$117,350	938	54	262	499	38	85	50

Additional Costs	
Reproduction	
Draft EIR (20 hard copies, 30 CDs)	$2,350
Final EIR (15 hard copies, 20 CDs)	$1,725
Direct Expenses	
Cultural Records Search	$518
Hazardous Materials Records Search	$100
Travel Expenses	$564
Supplies and Miscellaneous Expenses	$3,521
General & Administrative	$704
Subtotal Additional Costs:	$9,482
Total Labor + Additional Costs	**$126,832**
IS-MND Remaining Budget	*($34,474)*
BUDGET AUGMENTATION REQUIRED	**$92,358**

Optional Task	
Hexagon - Transportation Impact Analysis	$30,774

d. **Other Terms.** (Check one.)

[X] There are no other terms of the original contract that are modified.

[ ] Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Name/Title: STEPHEN SVETE, AICP/ VICE PRESIDENT

6-22-2016
Date

COUNTY
San Benito County Board of Supervisors

Robert Rivas, Chair

Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date