

AMENDMENT TO CONTRACT

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The County of San Benito ("COUNTY") and Nolte Associates, 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 June 19, 2012.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: Amendment #1 – June 4, 2013

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.)

☐ 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 June 30, 2016, to a new expiration date of June 30, 2018.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ 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.)

Tasks 1.1, 1.2, 1.3, 4.2, 9.1.2, 9.1.3 and 9.1.4 set forth in Attachment A (Scope of Work) to the original contract (Exhibit 1) are modified to add additional services as specified below. Except as expressly modified in this amendment or in previous amendments to the contract (Exhibit 1), Tasks 1.1, 1.2, 1.3, 4.2, 9.1.2, 9.1.3 and 9.1.4 specified in Attachment A remain in full force and effect.

Tasks 7.6, 9.1.5, 9.1.6 and 11.4 are newly added tasks, as specified below.

ANZAR ROAD BRIDGE OVER SAN JUAN CREEK - Br. No. 43C-0039

Task 1.1 - Project Management

CONTRACTOR will perform the activities necessary to plan, direct, and coordinate the work needed to revise the project 65% PS&E with reduced roadway approach limits and stormwater treatment measures, and coordinate the additional environmental clearance and permitting effort required for the project.

Task 1.2 - Meetings

CONTRACTOR will facilitate and attend a project restart meeting to review the current project status and to reestablish communication lines with San Benito County staff. In addition, CONTRACTOR will attend an additional site field-review meeting, if necessary, and up to three (3) additional project meetings with San Benito County staff as needed to revise the 65% PS&E with reduced roadway approach limits and stormwater treatment measures, and to coordinate the additional environmental clearance and permitting effort required for the project.

Task 1.3 - Quality Assurance/Quality Control

CONTRACTOR will ensure project quality at all levels needed to revise the 65% PS&E with reduced roadway approach limits and stormwater treatment measures, and complete the additional environmental clearance and permitting effort required for the project.

Task 4.2 - Right of Way Survey and Constraints Map

CONTRACTOR will prepare a Right-of-Way Constraints Exhibit after the revised project design has been determined and the new project limits have been set based upon the reduced roadway approach limits and incorporation of stormwater treatment measures. This exhibit will show the revised project footprint superimposed on the existing right-of-way to help determine the location of the revised right-of-way limits.

Task 7.6 - Prepare CEQA Initial Study/Mitigated Negative Declaration

CONTRACTOR'S environmental subconsultants, David J. Powers and Associates (DJP&A) will prepare a CEQA-compliant Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND will utilize the existing technical studies that have already been completed as

part of the project's NEPA approval process. No new technical studies will be required and, therefore, none are included in this scope. The IS/MND will be prepared using the streamlined checklist format.

DJP&A will prepare a Notice of Intent to accompany the document, and will draft a CEQA Notice of Determination (NOD) following approval of the project.

The scope assumes that all public noticing and mailings will be undertaken by the County. This scope does not include the filing of the NOD at the San Benito County Clerk, or payment of fees associated with the NOD filing.

Since the project requires permits and/or funding from state agencies (including the California Department of Transportation and the California Department of Fish and Wildlife), the project will require a 30-day circulation at the State Clearinghouse in Sacramento. DJP&A will prepare the IS/MND for submittal to the State Clearinghouse, and will draft the Notice of Completion to accompany the shipment.

This scope assumes the following printing and duplication:

Two printed copies of the Administrative Draft IS/MND, with text and appendices on CDs,

- 15 printed copies of the circulating IS/MND, with text and appendices on CDs,
- 15 CDs of the document text and appendices to be submitted to the State Clearinghouse,
- 15 printed summaries of the IS/MND for the State Clearinghouse.

This scope does not include DJP&A attendance at any meetings or public hearings on the project. If required, DJP&A will attend meetings/hearings on a time and materials basis, upon the Resource Management Agency Director's prior written authorization.

Since a substantial amount of time has passed since the project was active, and the project description has changed, DJP&A's subconsultant H.T. Harvey will prepare a memorandum summarizing the project changes and their effect on the previously-approved biology reports.

Addenda to Technical Reports: Updates to the other NEPA technical reports (including cultural resources and noise) may be required, due to the hiatus in the project process and anticipated changes to the project description.

Task 9.1.2 - 65% Roadway Design Revisions

CONTRACTOR will revise the previously approved horizontal and vertical roadway alignment developed in the 65% submittal package. A preliminary revised plan and profile will be developed for County's and Caltrans' approval prior to preparation of the 65% PS&E. CONTRACTOR will update design roadway cross sections and construction details as part of this task.

Task 9.1.3 - 65% Plans, Special Provisions, & Construction Cost Estimate

Concurrently with the redesign effort for the project, CONTRACTOR will prepare the 65% PS&E. This phase will include the update of the roadway plans, including roadway layout, drainage, signing and striping. This task will also include the preparation of Special Provisions to accompany the 2015 version of the State of California Standard Specifications.

Task 9.1.4 - Intermediate 65% PS&E Submittal

Upon completion of the 65% redesign effort for the project, CONTRACTOR will submit a complete 65% PS&E package to the County and Caltrans for review and comment.

Task 9.1.5 - Incorporate Post Construction Stormwater Management Requirements

The Central Coast Regional Water Quality Control Board (CCWB) published new, more stringent requirements for post-construction stormwater management after CONTRACTOR had completed the project's original drainage design. CCWB has confirmed that the project is required to satisfy these new requirements in order for the project to receive a Section 401 Water Quality Certification. CONTRACTOR will update the drainage design and PS&E to meet the Board's "Post-Construction Stormwater Management Requirements for Projects in the Central Coast Region".

Task 9.1.6 - Develop Stormwater Control Plan

Per the stormwater requirements of the CCWB, CONTRACTOR shall prepare a Stormwater Control Plan (SWCP) that demonstrates the project design meets the water quality treatment performance requirements of the CCWB's "Post-Construction Stormwater Management Requirements for Projects in the Central Coast Region". The SWCP will include impervious surface areas, total new pervious area, a statement of water quality treatment performance requirements, a summary of site design and runoff reduction measures selected for the project, description of all post-construction stormwater control measures, supporting calculations used to

comply with the applicable water quality treatment performance requirements, documentation certifying that the selection, sizing, and design of the stormwater control measures meet the full or partial water quality treatment performance requirement and calculations used to comply with water quality treatment performance requirements and any analysis to support infeasibility determination.

Task 11.4 - Prepare Incidental Take Permit

DJP&A and H.T. Harvey will prepare a California Endangered Species Act (CESA) Section 2081 Incidental Take Permit (ITP) application requesting take approval for the California Tiger Salamander at the Anzar Road Bridge project site. The scope for this task includes preparation of a draft of the 2081 application, and two rounds of revisions based on comments from DJP&A, CONTRACTOR, and/or the County.

The scope assumes that project-specific mitigation via identification of a specific mitigation site, preparation of a habitat management plan for that site, and establishment of an endowment for management of the site is not currently proposed; rather, discussion of mitigation in the ITP application and subsequent discussions with the CDFW will be limited to a letter of credit that the County will provide to obtain the ITP. Therefore, CONTRACTOR has assumed that only limited coordination with the CDFW regarding mitigation will be necessary.

- [] 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.)

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

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ 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:
(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount of \$35,286.00 for the additional and new scope of services outlined above. Accordingly, Paragraph B-3 is hereby revised to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed **\$363,238.00**.

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

initial contract	\$ 314,238.00
first amendment	\$ 13,714.00
second amendment	<u>\$ 35,286.00</u>
Total	\$ 363,238.00.

Paragraph B-4 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is modified to add additional compensation for the additional services outlined above. Except as expressly modified in this amendment or in previous amendments to the contract (Exhibit 1), Paragraph B-4 to Attachment B remains in full force and effect.

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

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply:

The additional compensation for payment of additional services provided under additional Tasks 1.1, 1.2, 1.3, 4.2, 9.1.2, 9.1.3 and 9.1.4, and the new Tasks 7.6, 9.1.5, 9.1.6 and 11.4, are comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract (Exhibit 1):

Task 1.1	\$ 3,800.00
Task 1.2	\$ 1,600.00
Task 1.3	\$ 800.00
Task 4.2	N/A
Task 7.6	N/A
Task 9.1.2	N/A
Task 9.1.3	N/A
Task 9.1.4	N/A
Task 9.1.5	\$ 5,300.00
Task 9.1.6	\$ 9,144.00
Task 11.4	\$ 14,642.00

Summary

The additional scope correlates to a budget increase not to exceed \$35,286.00

Except as expressly modified in this amendment, all other provisions of Attachment B to the original contract (Exhibit 1) shall remain in full force effect.

- ☐ 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.)

- ☐ 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

☐ a total sum not to exceed \$ _____,

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.

☐ The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

☒ 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: Bradley Waldrop, P.E., Office Director

6/20/16
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

6/23/16
Date

EXHIBIT 1
TO AMENDMENT # 2

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)