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MAY 09 2017

SAN BENITO
COUNTY COUNSEL

AMENDMENT TO CONTRACT

3

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.)

☐ 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: July 26, 2016, Amendment 2: at a later date.

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 _____, to a new expiration date of _____.

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:

Modified Task: Augment EIR scope of work and budget to evaluate applicants modified site plan.

☐ 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:

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract and its amendments (Exhibit 1) is modified to add additional compensation in the amount of \$14,986 for Modified Task: Review and analysis of modified site plan for a total contract value not to exceed \$172,592.00.

Paragraph B-3 is hereby amended to read as follows:

**County of San Benito
Bluffs at Ridgemark Project EIR**

Cost Estimate

3/29/2017

Tasks (Base Fee)	Cost	Risecon Labor Hours	Project	Proj. Mgr	Admin	Architect	GR/CADD	Client/Adm. I
			\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
1. Project Initiation								
1.1 Notice of Preparation	\$470	7		1	3			3
1.2 Scoping Meeting	\$1,845	15		8	4		2	1
2. Project Description	\$3,940		2	18	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	\$1,485	13	1	2	8			2
3.3 Environmental Impacts and Mitigation Measures								
Aesthetics	\$3,585	31	1	8	18		8	
Agricultural Resources	\$4,440	38	2	8	24		8	
Air Quality	\$3,835	31	1	4	25			
Biological Resources	\$5,380	46	2	8	30		6	
Cultural Resources	\$2,805	25	1	4	18		4	
Cultural Resources Technical Study	\$4,840	50	1	8		38	2	1
Geology and Soils	\$4,185	35	3	8	20		8	
Greenhouse Gas Emissions	\$3,705	31	1	8	24			
Hazardous and Hazardous Material	\$3,725	29	1	14	12		2	
Hydrology and Water Quality	\$4,085	34	2	8	24		2	
Land Use	\$5,430	46	2	8	32		4	
Noise	\$4,245	37	1	8	24		6	
Public Services	\$3,195	27	1	4	22			
Transportation/Circulation (Risecon Labor Only)	\$2,830	24	2	4	12		6	
Utilities	\$3,285	27	1	8	20			
Effects Found Not To Be Significant	\$2,525	17	1	2	14			
3.4 Alternatives (4)	\$7,270	64	2	14	34		8	6
3.5 Other CEQA-Required Studies	\$1,145	9	1	2	8			
3.6 References and List of Preparers	\$1,215	10	1	2	8			1
4. Screencheck Draft EIR	\$7,800	64	4	18	34		6	2
4.1 Revised Screencheck Draft EIR	\$19,000	115	6	23	39		48	1
5. Second Screencheck Draft EIR	\$3,850	31	2	12	12		2	2
6. Public Draft EIR	\$2,945	20	1	4	6		1	8
7. Final EIR								
7.1 Response to Comments/Administrative Final EIR	\$5,010	40	4	14	18		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	\$2,080	16	2	8	4			8
8. Meetings (4) and Public Hearings (2)	\$3,835	26		24			1	1
Project Management/Coordination	\$8,850	64	10	38	18			8
Subtotal Labor	\$131,800	1,083	67	293	538	38	131	51
Additional Costs								
Hearings - Transportation Impact Analysis	\$30,774							
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	\$3,957							
General & Administrative	\$704							
Subtotal Additional Costs	\$40,892							
Total Labor + Additional Costs	\$172,592							

- ☐ 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 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:

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.

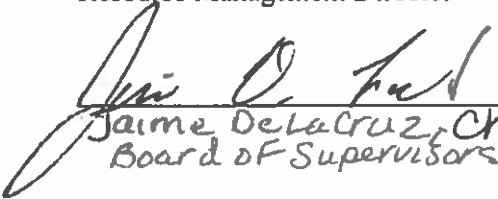
CONTRACTOR


Name/Title: STEVEN SVETE
VICE PRESIDENT

May 4, 2017
Date

COUNTY

Resource Management Director


Jaime DeLaCruz, Chair
Board of Supervisors

5/9/17
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

 
By: Erin Liem, Deputy County Counsel

May 3, 2017
Date

AMENDMENT TO CONTRACT

2

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.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: July 26, 2016

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 _____, to a new expiration date of _____.

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:

Optional Task: Hexagon – Transportation Impact Analysis

☐ 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:

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 \$30,774.00 for Optional Task: Transportation Analysis services rendered pursuant to this amendment for a total contract value not to exceed \$157,606.00. Paragraph B-3 is hereby amended to read as follows:

- ☐ 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 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:

**County of San Benito
Bluffs at Ridgemark Project EIR**

Cost Estimate

4/7/2016

Tasks (Base Fee)	Cost	Rincon Labor Hours						
			Principal I \$115/hr	Proj. Mgr. \$145/hour	Assoc. \$110/hour	Archivist \$85/hour	GIS/CADD I \$80/hour	Clerical/Admin. \$45/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	18	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	\$1,485	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		8	
Cultural Resources	\$2,895	25	1	4	18		4	
Cultural Resources Technical Study	\$4,640	50	1	8		38	2	1
Geology and Soils	\$4,195	35	3	6	20		8	
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	18		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	28		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	\$108							
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.)**

☒ 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 SYETE
VICE PRESIDENT

May 3, 2017
Date

COUNTY

Resource Management Director


RMA Director

5/3/17
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date

EXHIBIT 1
TO AMENDMENT # 1

ORIGINAL
CONTRACT

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

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:

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☒ 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.

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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.)

☒ 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



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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.



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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*)

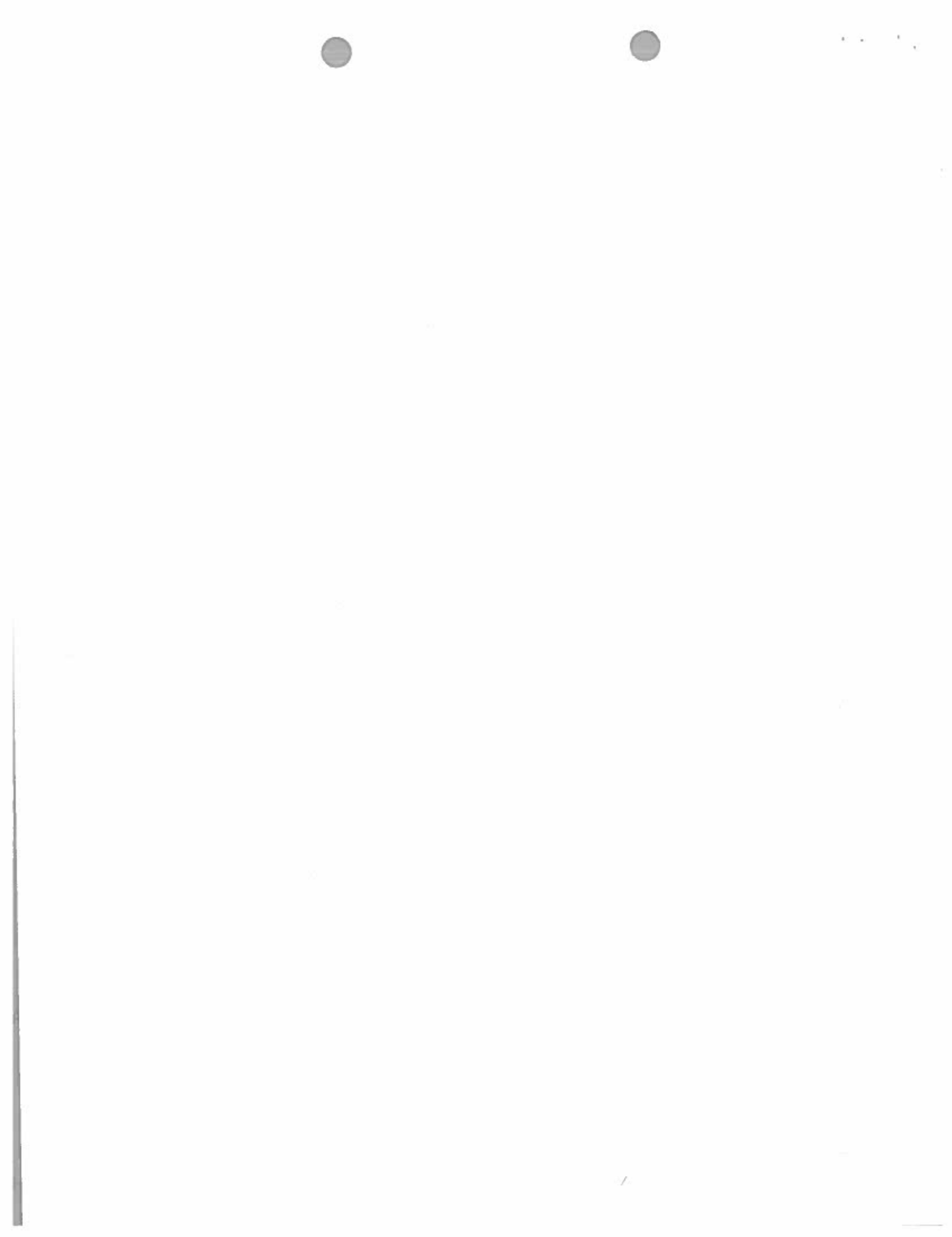
The TIA will include the following specific tasks.

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.

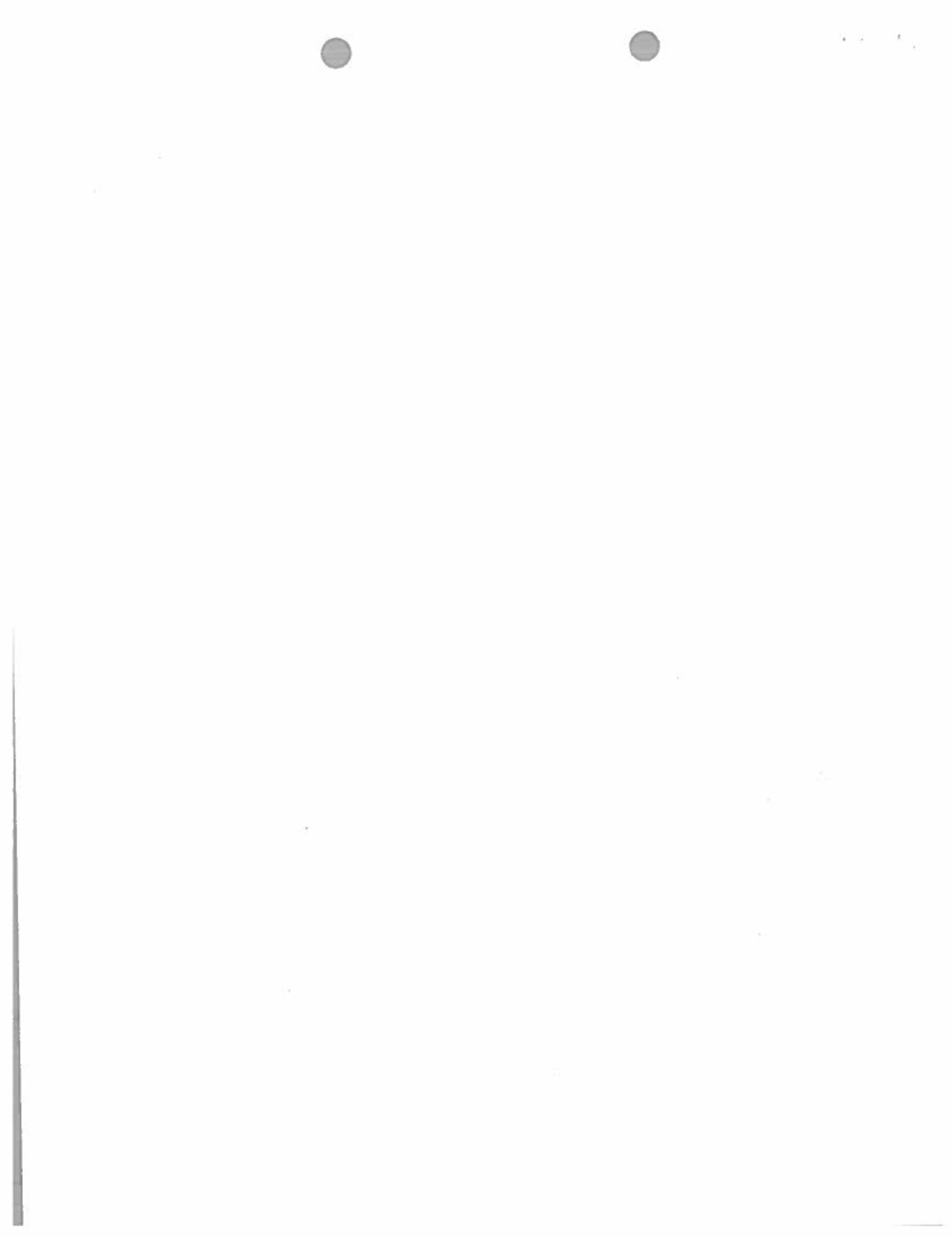
17. Draft and Final Reports. Following review and comment (on the administrative draft) by CONTRACTOR Consultants, a draft report will be submitted for review by San Benito County. Hexagon will prepare a final report that addresses all of the comments received from CONTRACTOR Consultants and County staff. 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.
☒ 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:

- ☒ 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 \$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.
☒ The following specific terms of compensation shall apply:

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

☒ There are no other terms of the original contract that are modified.

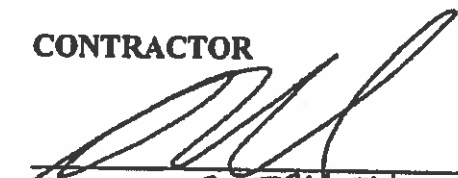
☐ Other terms of the original contract are modified only as specified below:

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: STEPHEN SUTER, AICP/
WKE PRESIDENT

6-22-2016
Date

COUNTY

San Benito County Board of Supervisors


Robert Rivas, Chair

7/26/16
Date

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


By: Shirley L. Murphy, Deputy County Counsel

7/20/16
Date

County of San Benito Bluffs at Ridgemark Project EIR

Cost Estimate

4/7/2016

Tasks (Base Fee)	Cost	Rincon Labor Hours	Principal I	Proj. Mgr.	Assoc.	Archaeo I	GIS/CADD I	Clerical/Other I
			\$195/hr	\$145/hr	\$110/hr	\$83/hr	\$89/hr	\$83/hr
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			
Hazardous 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	8		1	8
7. Final EIR								
7.1 Response to Comments/Administrative Final EIR	\$3,010	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
A. Meetings (4) and Public Hearings (2)	\$3,835	26		24			1	1
Project Management/Coordination	\$7,400	54	8	30	10			6
Subtotal Labor	\$117,350	938	54	262	499	38	65	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	\$318							
Hazardous Materials Records Search	\$100							
Travel Expenses	\$564							
Supplies and Miscellaneous Expenses	\$3,521							
General & Administrative	\$794							
Subtotal Additional Costs	\$9,462							
Total Labor + Additional Costs	\$128,832							
IS-MND Remaining Budget	(\$34,474)							
BUDGET AUGMENTATION REQUIRED	\$92,358							
Optional Task								
Hexagon - Transportation Impact Analysis	\$30,774							

CONTRACT

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 March 8, 2018, 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)

- ☒ 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: RMA 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: mjones@rinconconsultants.com

SIGNATURES

APPROVED BY COUNTY:

Name: Robert Rivas

Chair, Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: RICHARD DAULTON

Title: PRINCIPAL

Date: 2/29/16

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara Thompson

By: Barbara Thompson, Assistant
San Benito County Counsel

Date: 2/29/16

ATTACHMENT A

SCOPE OF SERVICES

CONSULTANT shall provide services necessary for California Environmental Quality Act (CEQA) review and Processing Services for the proposed project "The Bluffs at Ridgemark". Services shall include the following:

SCOPE OF SERVICES

Task 1: PRELIMINARY COORDINATION. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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.

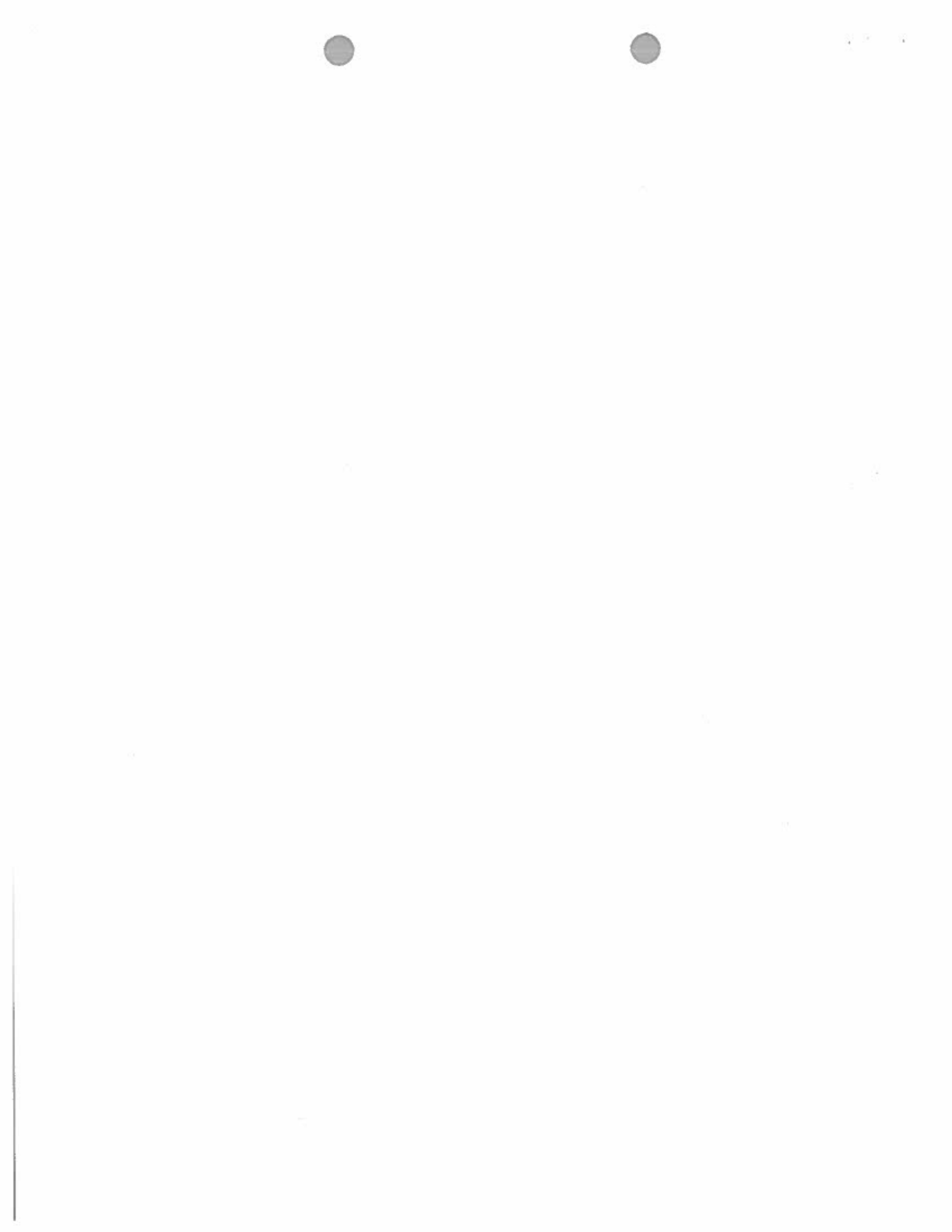
Task 3: ADMINISTRATIVE DRAFT IS-MND. After County staff review and approval of the project description, CONSULTANT will prepare an Administrative Draft IS-MND. The IS-MND for the project will be prepared in accordance with CEQA Statutes and Guidelines. Each of the environmental issue areas included in the CEQA Environmental Checklist Form will be addressed at a level of detail sufficient to allow CONSULTANT 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. CONSULTANT will provide a digital version of the report for County review.

Task 4: SCREENCHECK DRAFT IS-MND. After County staff has prepared comments and suggested revisions to the administrative draft, CONSULTANT staff will edit the document for final publication. A "Screencheck" Draft will be provided to County staff for review prior to authorization to publish for public review.

Task 5: 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.



CONSULTANT will prepare a notice of intent to adopt, but we assume that the County will be responsible for preparing the notice of availability and all publication fees. CONSULTANT will assist in the distribution to the State Clearinghouse, responsible and trustee agencies, and the public as may be required, including any prior interested parties.

CONSULTANT will provide the County with the following:

- ☐ 15 hard copies of complete report for distribution to State Clearinghouse;
- ☐ Camera-ready reproducible copy of complete report;
- ☐ Digital version of report.

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

Task 6: RESPONSE to COMMENTS. Though not a required part of the MND process, CONSULTANT recommends preparation of 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, CONSULTANT will respond to public comments after review with County staff, and provide draft Responses to Comments to County staff. This scope of work assumes that 13 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 7: FINAL IS-MND. Subsequent to adoption of the IS-MND, CONSULTANT will deliver a reproducible copy and transmit a digital copy of the Final IS-MND to County staff. CONSULTANT will provide:

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

Task 8: MITIGATION MONITORING and REPORTING PROGRAM. CONSULTANT 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 9: HEARING ATTENDANCE. CONSULTANT's Project Manager will attend up to two (2) public hearing(s) on the project.

4.0 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 these issue areas do not exceed thresholds, either with or without the application of standard conditions of approval or other existing regulatory requirements. If during the course of analysis we determine that one or more impacts may be

potentially significant, we will alert the County immediately and consult on how best to address the issue. The Initial Study will focus on the following issue areas.

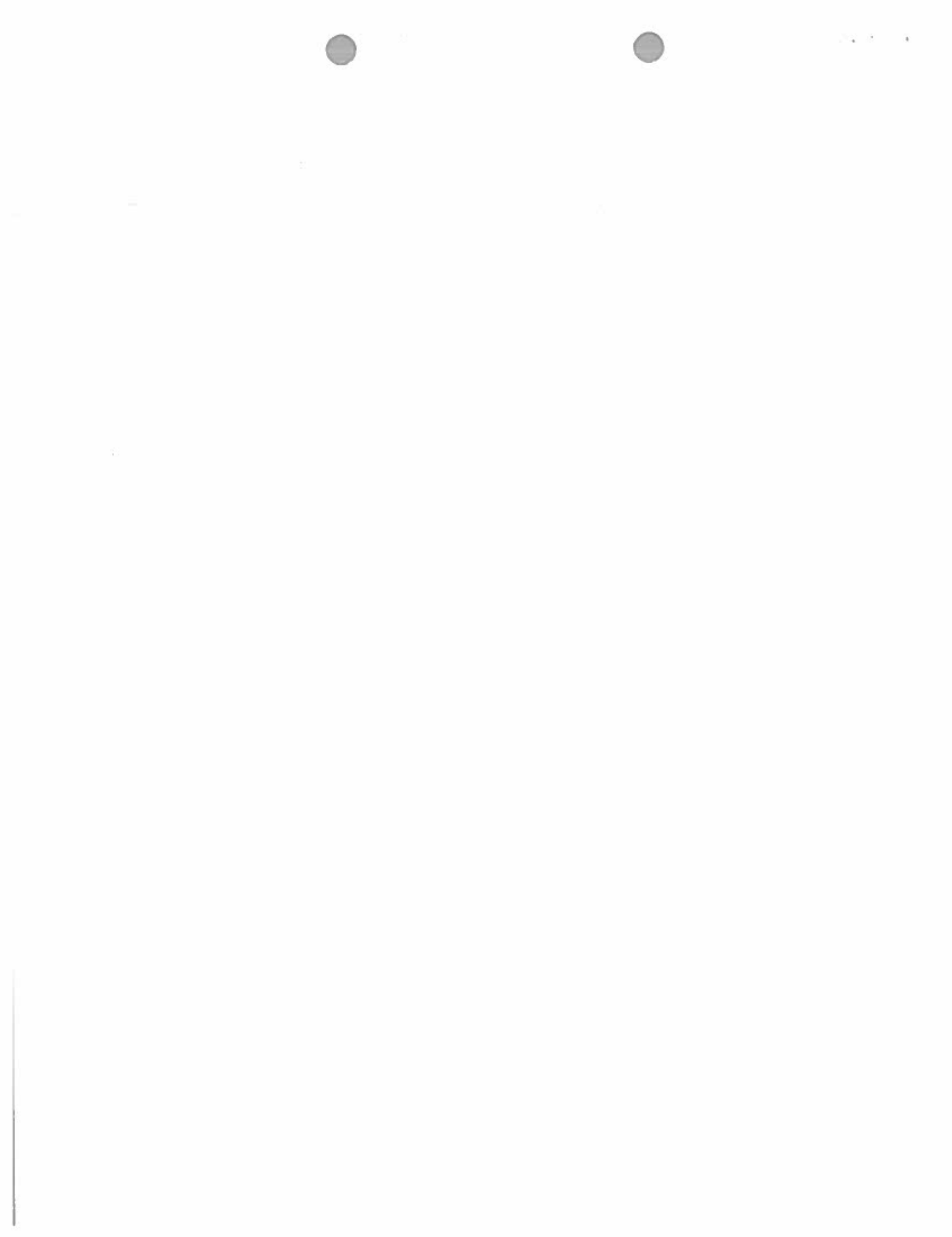
Aesthetics. The proposed project is not located in a County- or State-designated Scenic Highway Corridor. However, the site is adjacent to and would be visible from Southside Road, and the Project. The introduction of paved areas, structures, and nighttime lighting will alter existing views, the open 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.

Air Quality. The IS-MND 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 IS-MND 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. CONSULTANT biologists will conduct the biological resources analysis with the express purpose of:

- 1) documenting the existing baseline conditions for biological resources;
- 2) evaluate the potential for special status plants and animals to occur on the project site;
- 3) conduct 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 ISMND and does not include the preparation of a stand-alone biological resources analysis report.

Cultural Resources. CONSULTANT 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 IS-MND section, and the report will be attached as an appendix to the IS-MND. 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 IS-MND 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). A CONSULTANT technical expert will peer review the study and incorporate relevant information into the IS-MND. 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. CONSULTANT will consult with MBUAPCD staff during the preparation of the IS-MND to determine appropriate thresholds, confirm assumptions, and ensure accuracy.

Hazardous Materials. CONSULTANT 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 mitigative actions.

Noise. CONSULTANT will discuss potential project impacts related to short-term and long-term noise generation and exposure. CONSULTANT will quantitatively evaluate project noise levels and noise level increases related to site preparation/ construction at sensitive receptors. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT will provide a CEQA-compliant impact analysis based on the traffic study currently being prepared for the project by the applicant team, which will be peer reviewed by Wood Rodgers. The peer review will primarily focus on the completeness and reasonableness of the TIS' evaluation of project-related traffic characteristics, such as: trip generation, trip distribution, trip assignment/routing, etc., as well as the reasonableness of project impacts and mitigation measures. Wood Rodgers will also review existing, background (near-term) and cumulative (long-term) traffic volumes, traffic safety issues, improvement geometrics, as well as agency regulatory policies, to investigate whether the TIS report adequately addresses/incorporates these items. Any additional traffic-related issues associated with the proposed project that needs to be addressed in the TIS will also be identified, as relevant. Other technical comments and suggestions will be offered if they are likely to significantly alter the results, findings and/or recommendations contained in the TIS report. Wood Rodgers will prepare a technical memorandum summarizing the TIS peer review, and findings/recommendations. This memorandum will be included as an appendix to the ISMND. This scope of work assumes that the peer review will determine that the applicant provided traffic study is technically accurate and acceptable for use as the basis of the CEQA analysis. CONSULTANT will discuss potential project impacts related to traffic congestion, and potential conflicts with the congestion management plan, based on the TIS and Wood Rodgers' peer review.

Utilities and Service Systems. CONSULTANT 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. CONSULTANT 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.

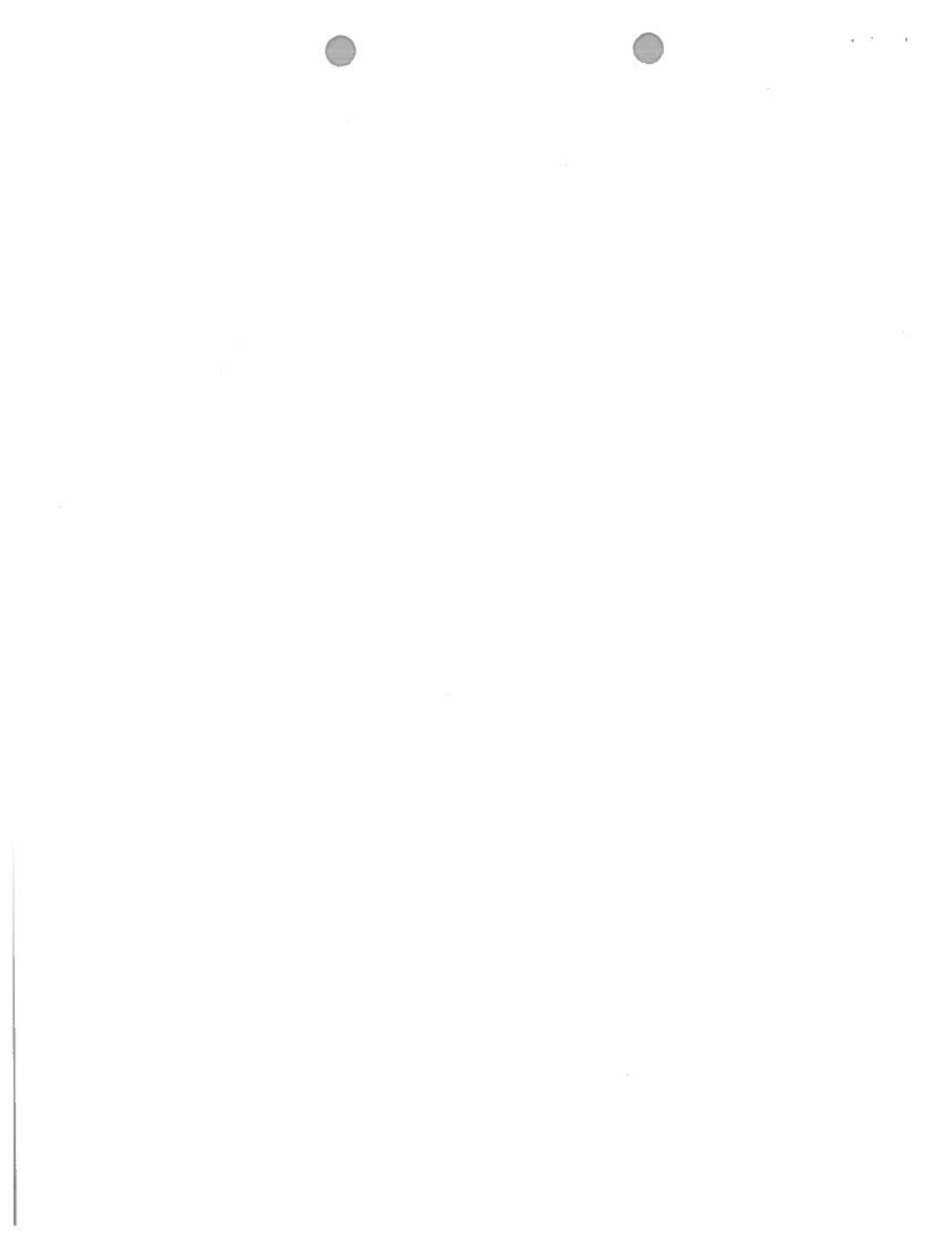
5.0 SCHEDULE

The following schedule for preparation of the IS-MND is proposed:

Task Weeks – Total 25 Weeks

1) Kickoff Meeting	-
2) Prepare Project Description	2
3) County Review of Project Description	1
4) Prepare Administrative Draft IS-MND	6
5) County Review of Administrative Draft	3
6) Screencheck Draft IS-MND	2
7) County Review of Screencheck Draft	1
8) Public Draft IS-MND (including production)	2
9) Public Comment Period	4
10) Preparation of Responses to Comments	2
11) County Review of Responses to Comments	1
12) Final IS-MND and MMRP	1

Based on the above, the CEQA process can be completed within 25 weeks of the kickoff meeting. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of project description and technical information, and staff's direction on addressing unanticipated issues that may arise during the process.



**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 \$ 35,634.00

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: (See Attachment B-1 and the Following)

- A. Disputed invoices shall be returned within 15 days of receipt of the invoice with a clear description of the nature of the dispute.
- B. Invoices shall be prepared and submitted with Task Work Tracking. Invoices shall be submitted with the following back up:
 - a. Task Cost Accounting- itemized by assigned staff and hourly rate
 - b. Task Progress Reports - itemized by sub-task work; budget vs. actual

END OF ATTACHMENT B



ATTACHN

County of San Benito
The Bluffs at Ridgemark IS-MND
 Cost Estimate

Item	Cost	Quantity
1. Preliminary Work	\$1,000	1
2. Excavation	\$1,000	1
3. Foundation Work	\$1,000	1
4. Concrete Work	\$1,000	1
5. Steel Reinforcement	\$1,000	1
6. Formwork	\$1,000	1
7. Labor	\$1,000	1
8. Materials	\$1,000	1
9. Equipment	\$1,000	1
10. Transportation	\$1,000	1
11. Insurance	\$1,000	1
12. Taxes	\$1,000	1
13. Permits	\$1,000	1
14. Contingency	\$1,000	1
15. Total	\$15,000	15
16. Additional Costs	\$35,634	1
17. Total	\$50,634	16

MENT B-1

B-1					
Item	Category	Sub-category	Item	Category	Sub-category
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102

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:

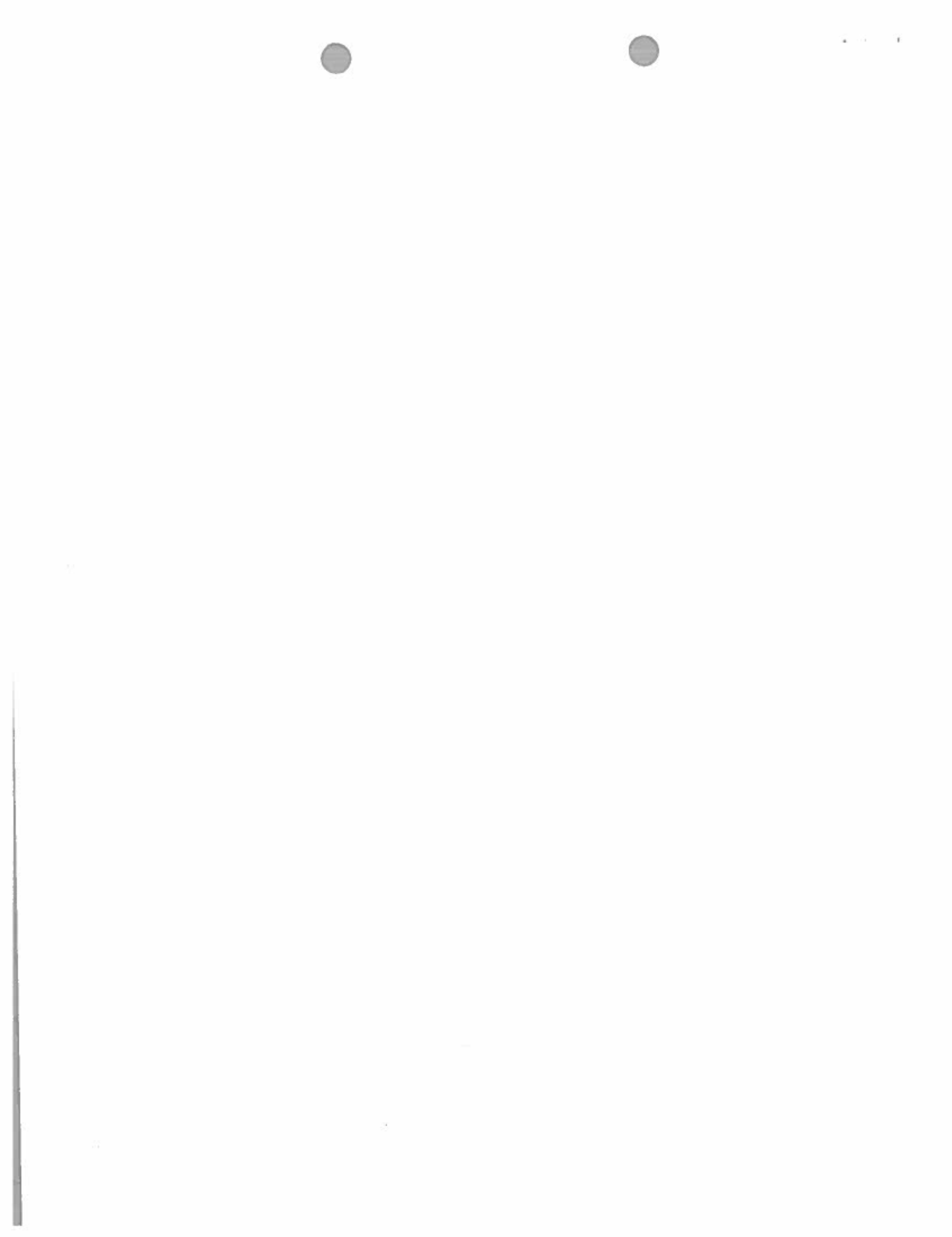
- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive 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 herein 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.

