

## AMENDMENT TO CONTRACT

# 4

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

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June 12, 2012.

#### b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 4, 2013; June 28, 2016; June 12, 2018

#### c. Incorporation of Original Contract.

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

### 2. Purpose of this Amendment.

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

#### a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2018, to a new expiration date of June 30, 2019.

#### 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:

##### Task 1.1 Project Management

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

### Task 1.2 Meetings

Nolte will facilitate and attend an additional site field review meeting and up to three additional project meetings as needed to revise the 65% PS&E, with reduced roadway approach limits and stormwater treatment measures, and to coordinate the additional environmental clearance and permitting effort required for the project.

### Task 3.0 Utility Coordination

Nolte will facilitate the coordination and relocation of the utilities in conflict with the planned construction work. This will include the AT&T underground line and the San Benito Water District waterline.

### Task 5.3 Hydrologic and Hydraulic Analysis Report

Nolte will update the draft final hydrology, hydraulics and scour report as needed per current design criteria. Update report to include Scour Data Table per the new MTD 16-1. Develop bank protection design to determine rock size requirements.

### Task 7.6 Prepare CEQA Initial Study/Mitigated Negative Declaration

Nolte's environmental subconsultant, David J. Powers and Associates (DJP&A) will prepare a CEQA compliant Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND will utilize the existing technical studies that have already been completed as part of the project's NEPA approval process. No new technical studies will be required. The IS/MND will be prepared using the streamlined checklist format.

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

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

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

This scope assumes the following printing and duplication:

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

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

Since a substantial amount of time has passed since the project was active, and the project description has changed, H. T. Harvey will prepare a memorandum summarizing the project changes and their effect on the previously approved biology reports.

Updates to other NEPA technical reports (including cultural resources and noise) may be required due to the inactivity in the project and anticipated changes to the project description.

#### Task 9.1.7 65% Roadway Design Revisions

Nolte will revise the previously approved horizontal and vertical roadway alignment developed in the 65% submittal package. Nolte will update the design roadway cross sections as part of this task. We will include the revisions to the plans to incorporate the stormwater BMPs. Due to the lapse of progress on this project, this scope includes additional time for design team to re-familiarized with the project. This work includes determining the project status when it was stopped, assessing outstanding design issues, assessing updated design and other requirements, reviewing previous plans, details, and reports.

#### Task 9.1.8 65% Bridge Design Revisions

Nolte will revise the previously designed slab bridge to meet the requirements of Caltrans Memo to Designers 20-7: Seismic Design of Cast-In-Place Slab Bridges, dated October 29, 2014. This requires modifications to the design of the bridge abutments.

#### Task 9.3 95% PS&E Submittal

Nolte will revise construction details, drainage and other plan sheets in order to incorporate the changes developed in the 65% submittal package for revising the project limits and providing for stormwater requirements. This task will include the updating of the Special Provisions to accompany the 2015 version of the Caltrans Standard Specifications. An internal quality assurance review of the updated plans, specifications, and estimate will be conducted per the updated design criteria.

#### Task 9.4 Final PS&E Submittal

Nolte will update and finalize the contract documents including contract plans, special provisions, calculations, and engineer's estimate. These updates will be based on the County's review comments. We will finalize the Engineer's Estimate based on Caltrans item bid prices.

Task 11.1, 11.2, 11.3 Regulatory Agency Permitting

Nolte's environmental sub consultant, DJP&A, will complete the preparation of the applications for the permits required for this project. This project will require regulatory approvals from U.S Army Corps of Engineers, Regional Water Quality Board, and California Department of Fish and Wildlife.

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of 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:**

**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 \$513,238.00\_\_\_\_\_,  
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:

This contract amendment is for additional services as set forth in the amended Scope of Services above. The additional amount of compensation for these services is not to exceed \$150,000 as described in Attachment B to this Amendment to Contract # 4.

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

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

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

**Other Modified or New Terms:**

(Insert other modified or new terms.)

**3. Other Terms.**

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

**CONTRACTOR**

\_\_\_\_\_  
Name/Title: Bradley Waldrop, P.E. / Office Director

\_\_\_\_\_  
Date

**COUNTY**

San Benito County Board of Supervisors

\_\_\_\_\_  
Anthony Botelho, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
\_\_\_\_\_  
By: G. Michael Ziman, Deputy County Counsel

  
\_\_\_\_\_  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 4**

**ORIGINAL  
CONTRACT**

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