

AMENDMENT TO CONTRACT

2

The County of San Benito ("COUNTY") and EMC Planning Group ("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 20, 2018.

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:

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 Scope of Services:

The Scope of Services in Attachment A to this Amendment to Contract #2 are in addition to the Original Contract Scope of Services as amended by Amendment to Contract #1.

(Please see Attachment A to this Amendment to Contract #2.)

☐ 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 Payment Terms:

☒ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(Please see Attachment B to this Amendment to Contract #2.)

B-1. BILLING

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

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☐ a total sum not to exceed_____.

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

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

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

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:

EMC Planning Group

By: Michael J. Groves, President

Date

COUNTY:

San Benito County Board of Supervisors

By: Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: G. Michael Ziman, Deputy County Counsel

Date

ATTACHMENT A
Additional Scope of Services
(Amendment to Contract #2)

Contractor for the County's benefit will provide the following consulting services for the Highway 101 Commercial Nodes Land Development Project. These services are in addition to the Scope of Services described in Attachment A to the Original Contract, as previously amended.

Additional Tasks:

- Make additional revisions to C-3 code, including added language on water supply, moving permitted uses and administrative permit uses to the conditionally permitted category, add back into the code all references and special provisions for the commercial node at Livestock 101, and finalize code section once the BOS takes action.
- Participate in conference calls and meet with County staff and Counsel as needed.
- Revise the C-3 Node boundary maps to accommodate landowner requests.
- Conduct an Archaeological Investigation for the properties located within the Betabel Road Regional Commercial Node and Livestock 101 C-3 Commercial Node.
- Prepare up to five (5) addendums to the County Certified 2035 General Plan Update.
- Attend Planning Commission and BOS meetings and prepare presentations as requested.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule
(Amendment to Contract #2)

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 \$ 212,000.00,

to add additional compensation in an amount not to exceed \$68,000 to the Original Contract amount, as amended (\$144,000), for the modified scope of services described in Attachment A) to this Amendment to Contract #2 (Additional Scope of Services).

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

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

END OF ATTACHMENT B.

EXHIBIT 1
TO AMENDMENT # 2

**ORIGINAL
CONTRACT**

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

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and EMC Planning Group ("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 20, 2018.

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:

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 Scope of Services:

The Scope of Services in Attachment A to this Amendment to Contract #1 are in addition to the Original Contract Scope of Services.

(Please see Attachment A to this Amendment to Contract #1.)

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

New Scope of Services:

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:

EMC Planning Group


By: Michael J. Groves, President

7/16/19

Date

COUNTY:

San Benito County Board of Supervisors


By: Mark Medina, Chair

7/23/19

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


By: G. Michael Ziman, Deputy County Counsel

July 18 2019

Date

ATTACHMENT B
Payment Schedule
(Amendment to Contract #1)

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 \$ 144,000.00

to add additional compensation in an amount not to exceed \$64,429.05 to the Original Contract amount (\$79,570.95) for the modified scope of services described in Attachment A (Additional Scope of Services) to this Amendment to Contract #1.

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

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

END OF ATTACHMENT B.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and EMC Planning Group ("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 20, 2018, and end on March 31, 2020, unless terminated in accordance with section 6 below.

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 compensate CONTRACTOR for said services pursuant 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: \$2,000,000/\$4,000,000 aggregate
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The parties may terminate this agreement as specified in Attachment C. The number of days of advance written notice required for termination of this contract for convenience is 15 days.

7. Specific Terms and Conditions (check one)

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

ATTACHMENT A

Scope of Services

PROJECT UNDERSTANDING

The County of San Benito adopted its General Plan in 2015. Included in the General Plan are policies to establish commercial nodes at several key intersection locations within the County, including commercial thoroughfare nodes along state highways and county roads, and commercial regional nodes along U.S. Highway 101. The following policies address these commercial nodes.

LU-5.2 New Commercial Thoroughfare Nodes 🌐

The County shall encourage new Commercial Thoroughfare (CT) nodes, as shown on the Land Use Diagram, serving travelers and tourists along state routes. The County shall require these uses to have adequate public services, be compatible with surrounding land uses, and respect the scenic character of the county.

LU-5.3 New Commercial Regional Nodes 🌐

The County shall encourage new Commercial Regional (CR) nodes to be located at or near existing or future highway interchanges, major intersections, and along existing or future transit facilities. Facilities should be located consistent with Figure 3-5 (and exclude the intersection of U.S. Highway 101 and State Route 156). In order to respect the scenic character of the county, new development at these commercial nodes shall be subject to design review before the County Planning Commission. Further, development within these commercial nodes is encouraged to contribute to the preservation of scenic areas along the designated scenic corridors within the County. The County shall also encourage additional access to new regional commercial centers through bicycle and pedestrian connections from residential uses as appropriate to the context.

LU-5.4 New Commercial Nodes Vision 🌐

The County shall encourage developers to reflect a cohesive vision for node development in site plans submitted as a part of applications for discretionary approval that recognizes the importance of the County's scenic resources and local character and quality of life attributes.

Prior to design, approval, or development of the commercial nodes, a more comprehensive vision and policy framework for the commercial nodes is needed. An additional regional commercial node location along U.S. Highway 101 is expected to be added through a General Plan amendment. Amendments to the zoning code will be required to add a

7. Draft code language and form-based illustrations for the new Regional Commercial zoning district for County planning staff review.
8. Meet with County planning staff to review the general plan amendment for "Livestock and 101" and draft code language for the Regional Commercial Nodes. Conduct a follow-up site visit to survey existing uses, natural and built conditions, relationship to adjacent roads and highways, visual characteristics, and to establish preliminary boundaries at up to four Regional Commercial Node sites along Highway 101. (Assumes a three-hour meeting and one half hour per site)
9. Revise the general plan amendment(s) and zoning code language, specific to this scope for Regional Commercial Nodes, for consideration by the Planning Commission and Board of Supervisors.
10. Prepare documentation for compliance with the California Environmental Quality Act, assumed to be an addendum to the certified General Plan Final Environmental Impact Report.
11. Prepare the Staff Report, Resolution(s)/Ordinance, and presentation materials for the Planning Commission recommendation to the Board of Supervisors on the general plan amendment and commercial zoning code sections for County planning staff review. One minor revision of these materials is included in the budget.
12. Prepare for and attend one Planning Commission meeting to present the general plan and zoning amendments, respond to questions, and note recommendations.
13. Prepare the Staff Report, Resolution(s)/Ordinance, and presentation materials for the Board of Supervisors on the general plan amendment(s) and commercial zoning code sections for County planning staff review. One minor revision of these materials is included in the budget.
14. Prepare for and attend one Board of Supervisors meeting to present the general plan and zoning amendments, respond to questions, and note any changes directed by the Board.
15. File a Notice of Determination with the San Benito County Clerk (budget for this task assumes that the Fish and Wildlife fee was paid for with the General Plan EIR and will not be required – evidence of this prior payment will be required from the County).
16. If necessary, make revisions to the general plan amendment or zoning code sections based on the direction and action of the Board of Supervisors and provide one reproducible copy and one electronic copy to the County planning staff.

6. Meet with County planning staff and stakeholders, if desired by County planning staff, to discuss preliminary boundaries for the twelve (12) Commercial Nodes and prepare minor revisions. (2 Meetings)
7. Draft code language and form-based illustrations for the revised Thoroughfare and Neighborhood Zoning Districts for County planning staff review.
8. Meet with County Staff to review the draft code language for the Thoroughfare and Neighborhood Commercial Nodes. (1 Meeting)
9. Revise the zoning code language, specific to this scope for Thoroughfare and Neighborhood Commercial Nodes, for consideration by the Planning Commission and Board of Supervisors.
10. If initiated by the County, attend one meeting with landowners and/or other stakeholders. Materials for this meeting will be prepared by EMC Planning Group on behalf of the County. (1 Meeting)
11. Utilize existing documentation for compliance with the California Environmental Quality Act, assumed to be the addendum to the certified General Plan Final Environmental Impact Report prepared in Phase I.
12. Prepare the Staff Report, Ordinance (or Resolution), and presentation materials for the Planning Commission recommendation to the Board of Supervisors on the Thoroughfare and Neighborhood Nodes commercial zoning code sections for County planning staff review. One minor revision of these materials is included in the budget.
13. Prepare for and attend one Planning Commission meeting to present the zoning amendments, respond to questions, and note recommendations.
14. Prepare the staff report, ordinance, findings, and presentation materials for the Board of Supervisors on the Thoroughfare and Neighborhood commercial zoning code sections for County planning staff review. One minor revision of these materials is included in the budget.
15. Prepare for and attend one Board of Supervisors meeting to present the zoning amendments, respond to questions, and note any changes directed by the Board of Supervisors.
16. File a Notice of Determination with the San Benito County Clerk (budget for this task assumes that the Fish and Wildlife fee was paid for with the General Plan EIR and will not be required – evidence of this prior payment will be required from the County).

Phase II

Task	Meetings	Deliverables
1		Zoning map update (e)
2	1 meeting	
3		Final zoning map update (1p, 15 CD)
4		Draft/final staff report/resolution/ draft ordinance, slideshow (e)
5	1 PC hearing	
6		Draft/final staff report/resolution/ draft ordinance, slideshow (e)
7	1 BOS hearing	
8		Notice of Exemption

P = printed copy e = emailed electronic copy

Phase III

Task	Meetings	Deliverables
2	2 meetings	Agendas (10p), summary memo, schedule, contact list (e)
4		Maps of sites (e)
5	2 meetings	Agendas (20p), summary memo
6		Draft code language and illustrations (e)
7	1 meeting	Agenda (5p), summary memo
8		Final draft code (1p, e)
9	1 meeting	Agenda (10p), summary memo (e)
10		CEQA addendum draft and final (e)
11		Draft/final staff report/resolutions/ordinances (e) slideshow (e)
12	1 PC hearing	
13		Draft/final staff report/resolutions/ordinances (e) slideshow (e)
14	1 BOS hearing	
15		Notice of Determination (5p)
16		Adopted code (1p; 15 CD)

P = printed copy e = emailed electronic copy

San Benito County Commercial Nodes Regulation PHASE I

Task	EMC Planning Group Inc.									
Staff	Sr. Principal	Principal	Associate Planner	Senior Biologist	Assistant Biologist	Mapping & Graphics	Admin/Production	Total Hours	Total Cost	
Billing Rate (Per Hour)	\$210.00	\$200.00	\$130.00	\$150.00	\$105.00	\$115.00	\$95.00			
1. Review County General Plan & Zoning Code	1.0	1.0	4.0	0.0	0.0	0.0	0.0	6.0	\$930.00	
2. Produce & Review aerial and parcel maps for Regional Nodes	1.0	1.0	5.0	1.0	3.0	4.0	0.0	15.0	\$1,985.00	
3. Maps of Commercial Node Sites	2.0	2.0	8.0	1.0	3.0	8.0	1.0	25.0	\$3,340.00	
4. Kick-off Meeting and Site Visits*	10.0	12.0	8.0	0.0	8.0	0.0	1.0	39.0	\$8,475.00	
5. Conduct Phone Conferences (4 phone conferences)	8.0	8.0	3.0	0.0	0.0	0.0	0.0	17.0	\$3,250.00	
6. General Plan amendment(s)	2.0	9.0	2.0	0.0	0.0	5.0	2.0	20.0	\$3,245.00	
7. Code language and form-based illustrations	3.0	16.0	20.0	0.0	0.0	25.0	2.0	66.0	\$9,495.00	
8. County review meeting and followup site visits*	10.0	12.0	8.0	8.0	0.0	0.0	0.0	38.0	\$8,740.00	
9. Revisions to GPA and zoning ordinance amendment	2.0	4.0	2.0	0.0	0.0	3.0	1.0	12.0	\$1,920.00	
10. CEQA Compliance	1.0	4.0	35.0	2.0	8.0	9.0	4.0	63.0	\$8,115.00	
11. Prepare Planning Commission Resolutions/Ordinance, Staff Report, and presentation	4.0	10.0	16.0	0.0	0.0	6.0	4.0	40.0	\$5,980.00	
12. Attend Planning Commission Meeting and preparation (1 Meeting) **	5.0	7.0	0.0	0.0	0.0	2.0	4.0	18.0	\$3,080.00	
13. Prepare BOS Resolution(s)/Ordinance, findings, Staff Report, & presentation materials	4.0	12.0	24.0	0.0	0.0	2.0	4.0	46.0	\$8,970.00	
14. Attend Board Of Supervisors Meeting (1 Meeting) **	6.0	7.0	0.0	0.0	0.0	2.0	4.0	19.0	\$3,270.00	
15. File Notice of Determination	0.0	0.0	3.0	0.0	0.0	0.0	1.0	4.0	\$485.00	
16. Revisions based on BOS Direction	2.0	4.0	5.0	0.0	0.0	3.0	0.0	14.0	\$2,215.00	
17. Administration and Communications	8.0	6.0	1.0	1.0	0.0	2.0	2.0	18.0	\$3,160.00	
Subtotal (Hours)	65.0	115.0	144.0	13.0	22.0	71.0	30.0			
Subtotal (Cost)	\$13,650.00	\$23,000.00	\$18,720.00	\$1,850.00	\$2,310.00	\$8,165.00	\$2,850.00	480.0	\$70,845.00	

Additional Costs		Total Costs
Production Costs		\$400.00
Travel Costs		\$450.00
Postal/Deliverables		\$50.00
Miscellaneous		\$150.00
Administrative Overhead 10%		\$105.00
Total		\$1,155.00
Contingency (10 percent)		\$7,084.50
Total Costs		\$79,570.95

Costs may be transferred between tasks and personnel without notice.
 * Assumes County will do all outreach to stakeholders if invited
 ** Assumes County will do all noticing
 Cost updated to reflect October 4, 2017 Scope of Work

San Benito County Commercial Nodes Regulation

PHASE III

Task	EMC Planning Group Inc.									
Staff	Sr. Principal	Principal	Associate Planner	Senior Biologist	Assistant Biologist	Mapping & Graphics	Admin/Production	Total Hours	Total Cost	
Billing Rate (Per Hour)	\$210.00	\$200.00	\$130.00	\$150.00	\$105.00	\$115.00	\$95.00			
1. Produce & Review aerial and parcel maps for Thoroughfare and Neighborhood Nodes	1.0	1.0	12.0	2.0	12.0	24.0	0.0	52.0	\$6,290.00	
2. Kick-off Meeting and Follow-up Meeting (2 Meetings)	10.0	10.0	10.0	0.0	0.0	0.0	1.0	31.0	\$5,495.00	
3. Conduct Phone Conferences (24 phone conferences)	24.0	48.0	12.0	0.0	0.0	0.0	0.0	84.0	\$16,200.00	
4. Site Visit to 12 Commercial Node Sites	16.0	16.0	16.0	0.0	18.0	20.0	0.0	86.0	\$12,830.00	
5. Maps of commercial node sites (12 sites)	3.0	3.0	0.0	2.0	9.0	27.0	3.0	47.0	\$5,865.00	
6. Meet to discuss boundaries and minor revisions (2 Meetings)	8.0	8.0	0.0	0.0	0.0	20.0	0.0	36.0	\$5,580.00	
7. Code language and form-based illustrations	3.0	24.0	4.0	0.0	0.0	25.0	2.0	58.0	\$9,015.00	
8. County review meeting (1 Meeting)	4.0	4.0	0.0	0.0	0.0	0.0	0.0	8.0	\$1,640.00	
9. Revisions to zoning ordinance amendment	2.0	8.0	2.0	0.0	0.0	3.0	1.0	16.0	\$2,720.00	
10. Landowner/Stakeholder Meeting (1 Meeting, if desired by County) *	6.0	7.0	4.0	0.0	0.0	3.0	2.0	22.0	\$3,715.00	
11. CEQA Compliance - Utilize existing CEQA Documentation **	1.0	1.0	4.0	0.0	0.0	0.0	0.0	9.0	\$1,245.00	
12. Prepare Planning Commission Resolutions/Ordinance, Staff Report, and presentation	4.0	10.0	16.0	0.0	0.0	6.0	4.0	40.0	\$5,980.00	
13. Attend Planning Commission Meeting and preparation (1 Meeting) ***	5.0	7.0	0.0	0.0	0.0	2.0	4.0	18.0	\$3,090.00	
14. Prepare BOS Ordinance, Findings, Staff Report, & presentation materials	4.0	12.0	24.0	0.0	0.0	2.0	4.0	46.0	\$6,970.00	
15. Attend Board of Supervisors Meeting (1 Meeting) ***	6.0	7.0	0.0	0.0	0.0	2.0	1.0	19.0	\$3,270.00	
16. File Notice of Determination	0.0	0.0	3.0	0.0	0.0	0.0	0.0	4.0	\$485.00	
17. Revisions based on BOS Direction	2.0	7.0	5.0	0.0	0.0	8.0	0.0	22.0	\$3,390.00	
18. Administration and Communications	8.0	10.0	1.0	0.0	2.0	2.0	2.0	25.0	\$4,440.00	
Subtotal (Hours)	107.0	183.0	113.0	4.0	44.0	144.0	28.0	Total Hours		
Subtotal (Cost)	\$22,470.00	\$36,600.00	\$14,690.00	\$600.00	\$4,620.00	\$16,560.00	\$2,660.00	Total Cost	\$98,200.00	
Additional Costs										
Production Costs									\$400.00	
Travel Costs									\$1,075.00	
Postal/Deliverables									\$50.00	
Miscellaneous/Contingency									\$2,500.00	
Administrative Overhead 10%									\$402.50	
Total									\$4,427.50	
Contingency (10 percent)									\$9,820.00	
Total Costs									\$113,427.50	

* Assumes County will do all outreach to stakeholders

** If existing CEQA documentation (assumes an Adopted Addendum on the certified 2015 General Plan EIR) is not appropriate or adequate at the time Phase III Tasks are

executed, then additional CEQA documentation will need to be determined, and is not

included in the scope and budget

*** Assumes County will do all noticing

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-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) 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