

**AMENDMENT NO. 2 TO
FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA-AMERICAN WATER COMPANY**

THIS AMENDMENT NO. 2 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and California-American Water Company (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the County and PROJECT APPLICANT are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into a Funding Agreement with County on March 6, 2012 (hereinafter "Agreement"); and

WHEREAS, Agreement was amended by the Parties on August 29, 2012 (hereinafter, "Amendment No. 1"); and

WHEREAS, PROJECT APPLICANT has applied to County for approval of various development and use permits for the San Clemente Dam Diversion Project (hereinafter, "Project") which requires additional work to process the application associated with the Project; and

WHEREAS, County engaged Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") to provide support to the Planning Department for the processing of the application for the Project; and

WHEREAS, CONTRACTOR has not completed tasks associated with support to the Planning Department for the processing of the application for the Project; and

WHEREAS, the County and CONTRACTOR have requested a modification to the original scope and budget for the Project; and

WHEREAS, in accordance with the County and CONTRACTOR's request, the CONTRACTOR has revised "Exhibit A, Scope of Services/Payment Provisions" and "Exhibit A-1, Modification To Scope of Services and Payment Provisions including Budget Transfer" of the Agreement to reflect a reallocation of current funding to include a cost savings of \$2,438.00 for efficiencies gained during the completion of the original Task 1, Pre-Application Coordination; Task 2, Application Processing; Task 3, Public Hearings; and Task 4, Project Management and to include the addition of Task 5, October 31, 2012 Planning Commission Hearing Assistance, as well as the inclusion and funding of Task 6, Review of Third Supplemental Environmental Impact Report (EIR); Task 7, Revised Application Review; Task 8, Staff Report; Task 9, Meetings and Coordination; and Task 10, Project Management to continue with the Project; and

WHEREAS, the Parties wish to further amend the Agreement to internally transfer budget funds for Tasks 1 through 5, to reflect a cost savings for Tasks 1 through 5 in the amount of \$2,438.00, increase the Agreement amount to include Tasks 6 through 10 by \$26,045.90, and extend the term to December 31, 2013 to continue to allow funding by the PROJECT APPLICANT to the County for costs incurred by the CONTRACTOR and County departments to provide all tasks identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph B of "Recitals", to read as follows:

CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibits "1", "3", and "4", and incorporated herein by reference.

2. Amend Paragraph C of "Recitals", to read as follows:

County and PROJECT APPLICANT hereby agree that County shall engage CONTRACTOR to provide the services set forth in Exhibits "1", "3", and "4" of this AGREEMENT.

3. Amend Paragraph 1, "Deposits to Fund PSA and County Fee for Contract Administration.", to add the following:

- a. Deposits to Fund Amendment No. 2 to the Professional Services Agreement.

PROJECT APPLICANT shall deposit an amount equal to the CONTRACTOR's Base Budget, including a credit for the CONTRACTOR's efficiencies, and excluding the optional tasks. This amount totals \$17,393.00 and includes:

CONTRACTOR's Base Budget (excluding optional tasks): \$19,831.00
Credit for CONTRACTOR's Efficiencies: <\$ 2,438.00>

PROJECT APPLICANT shall deposit a total amount of \$17,393.00 with County Planning Department upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for February 26, 2013.

PROJECT APPLICANT's deposit of \$17,393.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

4. Amend the second sentence of Paragraph 2, “Fifteen Percent (15%) Project Contingency.”, to read as follows:

This 15% Project Contingency shall be increased by \$3,450.90, for a total amount not to exceed \$12,212.25, and is subject to the procedures in Section 3, Transfer from Project Contingency Account, specified in “Exhibit A”, Scope of Services/Payment Provisions and “Exhibit A-2”, Modification to Scope of Services and Payment Provisions Including Budget Transfer, Credit and Addition, for the San Clemente Dam Diversion Project, of the PSA.

5. Amend Paragraph 3, “Maximum Budget Under AGREEMENT.”, to read as follows:

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is increased by \$26,456.90 for a total amount not to exceed \$96,797.25.

CONTRACTOR’s Base Budget (excluding optional tasks):	\$73,310.00
CONTRACTOR’s Base Budget (optional tasks):	\$ 8,105.00
County Contract Administration Fee (non-refundable):	\$ 3,170.00
Project Contingency:	\$12,212.25

Maximum Charge Under AGREEMENT: \$96,797.25

6. Amend Paragraph 4 to read as follows:

Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANT showing CONTRACTOR’s charges from the prior quarter associated with completion of task(s) as specified in “Exhibit A” of the PSA (Scope of Services/Payment Provisions), “Exhibit A-1” of Amendment No. 1 to the PSA (Modification to Scope of Services and Payment Provisions including Budget Transfer), and “Exhibit A-2” of Amendment No. 2 to the PSA (Modification to Scope of Services and Payment Provisions including Budget Transfer, Credit and Addition) for the PROJECT. Any Base Budget funds remaining at completion of CONTRACTOR’s services shall be returned to the PROJECT APPLICANT.

7. Amend the first sentence of Paragraph 5, “Engagement of CONTRACTOR.”, to read as follows:

This AGREEMENT is based on County engaging CONTRACTOR in accordance with the PSA, Amendment No. 1 to the PSA and Amendment No. 2 to the PSA between County and CONTRACTOR, attached hereto and incorporated by this reference as Exhibit “1”, Exhibit “3”, and Exhibit “4”.

8. Amend Paragraph 6, "Payment to CONTRACTOR and County.", Section a, "CONTRACTOR", to read as follows:

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$70,872.00. This amount includes the Base Budget deposit for the PSA in the amount of \$53,479.00 and the Base Budget amount of \$19,831.00 for Amendment No. 2 to the PSA minus a \$2,438.00 credit for efficiencies identified during the completion of Exhibit A to the PSA.

CONTRACTOR's invoices for optional tasks shall be paid from Base Budget funds in the amount of \$8,105.00. Funding for the optional tasks will be deposited by the PROJECT APPLICANT when CONTRACTOR requests approval from the County and receives a notice to proceed to complete the optional tasks.

Should this AGREEMENT be terminated prior to December 31, 2013, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

9. Amend the first sentence of Paragraph 6, "Payment to CONTRACTOR and County.", Section c, "Project Contingency", to read as follows:

c. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$12,212.56, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANT, pursuant to Section 3, Transfer from Project Contingency Account, of "Exhibit A" and "Exhibit A-2" of the PSA.

10. Amend Paragraph 8, "Term.", to read as follows:

AGREEMENT shall become effective February 7, 2012 and continue through December 31, 2013, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

11. Amend the first sentence of Paragraph 9, "Termination," to read as follows:

AGREEMENT shall terminate on December 31, 2013, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

12. All other terms and conditions of the Agreement remain unchanged and in full force.
13. This Amendment No. 2 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Funding Agreement as of the last day opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 4-1-13

LOGGED
MAR 29 2013

PROJECT APPLICANT*

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Richard C. Svindland, VP-Eng.
(Print Name and Title)

Date: 2/19/13

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: David P Stephenson Asst Treasurer
(Print Name and Title)

Date: 2/19/13

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Deputy County Counsel

Date: 2/25/2013

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT 4

**AMENDMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RINCON CONSULTANTS, INC.
AND THE COUNTY OF MONTEREY
TO PROVIDE SUPPORT
TO THE PLANNING DEPARTMENT
FOR THE PROCESSING OF THE
SAN CLEMENTE DAM DIVERSION
PROJECT APPLICATION**

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 13, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on August 28, 2012 (hereinafter, "Amendment No. 1"); and

WHEREAS, CONTRACTOR has not completed tasks associated with support to the Planning Department for the processing of the application for the San Clemente Dam Diversion Project (hereinafter, "Project"); and

WHEREAS, the Parties have requested a modification to the original scope and budget of the Agreement; and

WHEREAS, in accordance with the Parties' requests, the CONTRACTOR has revised "Exhibit A, Scope of Services/Payment Provisions" and "Exhibit A-1, Modification To Scope of Services and Payment Provisions including Budget Transfer" of the Agreement to reflect a reallocation of current funding to include a cost savings of \$2,438.00 for efficiencies gained during the completion of the original Task 1, Pre-Application Coordination; Task 2, Application Processing; Task 3, Public Hearings; and Task 4, Project Management and to include the addition of Task 5, October 31, 2012 Planning Commission Hearing Assistance, as well as the inclusion and funding of Task 6, Review of Third Supplemental Environmental Impact Report (EIR); Task 7, Revised Application Review; Task 8, Staff Report; Task 9, Meetings and Coordination; and Task 10, Project Management to continue with the Project; and

WHEREAS, the Parties wish to further amend the Agreement to internally transfer budget funds for Tasks 1 through 5, to reflect a cost savings for Tasks 1 through 5 in the amount of \$2,438.00, increase the Agreement amount to include Tasks 6 through 10 by \$26,045.90, and extend the term to December 31, 2013 to continue to provide all tasks identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

Amendment No. 2 to Professional Services Agreement
Rincon Consultants, Inc.
San Clemente Dam Diversion Project
RMA – Planning Department
Term: February 7, 2012 – December 31, 2013
Not to Exceed: \$93,627.25

1. Amend the first sentence in Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, and A-2, in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, and A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed a total sum of \$93,627.25 for tasks outlined in Exhibit A-2. CONTRACTOR acknowledges a cost savings of \$2,438.00, for a total sum payable in an amount not to exceed \$91,189.25.

3. Amend the first sentence in Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from February 7, 2012 to December 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Modification to Scope of Services and Payment Provisions including Budget Transfer, Credit and Addition".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement
Rincon Consultants, Inc.
San Clemente Dam Diversion Project
RMA – Planning Department
Term: February 7, 2012 – December 31, 2013
Not to Exceed: \$93,627.25

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the last day opposite the respective signatures below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 4-1-13

LOGGED
MAR 29 2013

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Deputy County Counsel

Date: 2/25/2013

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 2-1-13

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR*

Rincon Consultants, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: STEPHEN SVETE, VICE PRESIDENT
(Print Name and Title)

Date: 2-6-13

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Duane Vander Plyn / CFO
(Print Name and Title)

Date: 2/6/2013

Amendment No. 2 to Professional Services Agreement
Rincon Consultants, Inc.
San Clemente Dam Diversion Project
RMA - Planning Department
Term: February 7, 2012 - December 31, 2013
Not to Exceed: \$93,627.25

**EXHIBIT A-2 – MODIFICATIONS TO SCOPE OF SERVICES AND PAYMENT PROVISIONS
INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS**



Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, California 93940

831 333 0310
FAX 333 0340

info@rinconconsultants.com
www.rinconconsultants.com

January 30, 2013
Job # 11-68360

Mr. Bob Schubert, AICP
Senior Planner
Monterey County Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

**Subject: Proposed Scope of Work Amendment for Planning Support for the San
Clemente Dam Removal Project Application**

Dear Mr. Schubert,

The purpose of this letter is to request an amendment to the February 7, 2012 contract scope of work (as amended) between Rincon Consultants, Inc. and the County of Monterey for staff assistance related to the San Clemente Dam Removal Project permitting. Pursuant to your request, this scope amendment request combines two prior requests: Scope Amendment #2 (submitted September 17, 2012) and Scope Amendment #3 (submitted December 18, 2012). This combined scope amendment request (Scope Amendment January 2013) includes several tasks that have already been completed (all from the prior Scope Amendment #2). These include preparation of a staff report and PowerPoint presentation for the October 31, 2012 planning commission hearing, and assistance with general project coordination, in lieu of other previously included tasks. We additionally propose several not-yet completed tasks, including the following (all from the prior Scope Amendment #3): review the third supplemental EIR being prepared for the project; prepare a staff report, including revised findings and conditions of approval; prepare a PowerPoint presentation for the Planning Commission hearing; attend one Planning Commission hearing; and attend one field visit. These tasks are described in greater detail below.

**SCOPE OF WORK – PRIOR SCOPE AMENDMENT #2 (TASKS ALREADY
COMPLETED)**

Task 5 – October 31, 2012 Planning Commission Hearing Assistance

Subtask 5a – Staff Report (COMPLETED). Rincon prepared a staff report for the planning commission hearing on October 31, 2012. This staff report included a discussion of the additional analysis being conducted by the applicant, pursuant to planning commission direction given at the September 12, 2012 hearing, and other pertinent background information.

EXHIBIT A-2 – MODIFICATIONS TO SCOPE OF SERVICES AND PAYMENT PROVISIONS INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS

Proposed Scope of Work Amendment for Planning Support for the
San Clemente Dam Removal Project Application
Page 2

Subtask 5b – PowerPoint Presentation (COMPLETED). Rincon prepared a PowerPoint presentation for the October 31, 2012 planning commission hearing, as given by County staff. The presentation summarized the proposed project and presented information compiled by the applicant, in response to planning commission direction. Efforts by the County and applicant team to involve the Cachagua community were also highlighted.

Subtask 5c – Project Coordination (COMPLETED). Rincon participated in ongoing conference calls with County staff and the applicant team, as needed. Up to six conference calls were assumed in the budget.

Elimination of Other Project Tasks. Our original scope of work included 6 staff hours for packet distribution (Task 2g) and 16 staff hours for agency coordination (Task 4b). These tasks have not been completed to date and, pursuant to staff direction, are no longer required. In addition, based on efficiencies gained in other project tasks (including Task 1b, pre-application follow up; Task 1c, completeness determination; Task 2e, permit processing, and Task 4a, internal staff meetings) approximately 46 additional staff hours are available for other tasks. Therefore, 68 hours originally budgeted to other tasks were redistributed to cover the cost of subtasks 5a through 5c, as follows:

- 40 hours to prepare the October 31, 2012 planning commission staff report
- 12 hours to prepare a PowerPoint presentation for the October 31, 2012 hearing
- 16 hours for project coordination

As outlined above, the proposed addition of Tasks 5a through 5c did not affect our total project budget.

SCOPE OF WORK – PRIOR SCOPE AMENDMENT #3 (TASKS NOT YET COMPLETED)

Task 6 – Review of Third Supplemental EIR

Subtask 6a – Review Administrative Draft SEIR (OPTIONAL). A third Supplemental EIR (SEIR) is currently being prepared. Should the Lead Agency make the Administrative Draft SEIR available to the County, Rincon will review this document. This optional task will only be completed with written authorization by the County of Monterey RMA – Planning Department Senior Planner.

Subtask 6b – Prepare Comment Letter on Administrative Draft SEIR (OPTIONAL). After review of the Administrative Draft SEIR (if available), Rincon will draft a review letter or memorandum for County review and finalization. This optional task will only be completed with written authorization by the County of Monterey RMA – Planning Department Senior Planner.

EXHIBIT A-2 – MODIFICATIONS TO SCOPE OF SERVICES AND PAYMENT PROVISIONS INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS

Proposed Scope of Work Amendment for Planning Support for the
San Clemente Dam Removal Project Application
Page 3

Subtask 6c – Review Draft SEIR. Rincon will review the Public Draft SEIR.

Subtask 6d – Prepare Comment Letter on Draft SEIR. After review of the Public Draft SEIR, Rincon will draft a review letter or memorandum for County review and finalization.

Task 7 – Revised Application Review

Rincon will review a revised application package submitted by the applicant. This scope of work assumes that the application will not differ substantially from the previous application, such that review of additional materials will only require four hours of staff time.

Task 8 – Staff Report

Subtask 8a – Findings. Rincon will revise and update Findings contained in the September 12, 2012 staff report, including General Plan consistency.

Subtask 8b – Conditions of Approval. Rincon will revise and update the Conditions of Approval from the September 12, 2012 staff report.

Subtask 8c – Staff Report. Rincon will prepare a staff report for one Planning Commission hearing, anticipated for June 2013. This staff report will include a discussion of the alternative access route(s) being considered by the applicant, the supplemental environmental review, and other pertinent background information. The Findings and Conditions of Approval from Subtasks 8a and 8b will be included as attachments.

Subtask 8d – Prepare PowerPoint Presentation. Rincon will prepare a PowerPoint presentation for the Planning Commission hearing. The presentation will summarize the information contained in the staff report, including a summary and background of the proposed project, the alternative access route(s) being considered, and public outreach efforts.

Task 9 – Meetings and Coordination

Subtask 9a – Planning Commission Hearing. Rincon will attend one Planning Commission hearing.

Subtask 9b – Field Visit. Rincon will attend one field visit to the new proposed access route.

Subtask 9c – Conference Calls. Rincon will participate in ongoing conference calls with County staff and the applicant team, as needed. Up to three conference calls are assumed.

**EXHIBIT A-2 – MODIFICATIONS TO SCOPE OF SERVICES AND PAYMENT PROVISIONS
INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS**

Proposed Scope of Work Amendment for Planning Support for the
San Clemente Dam Removal Project Application
Page 4

Task 10 – Project Management

This task includes coordination with County staff, administrative tasks, and scope and budget management throughout the remainder of the project.

COST

Rincon Consultants will serve as staff of the County of Monterey for the permitting procedures as described above, in accordance with this proposed scope of services, for a cost not to exceed \$23,006. When added to our existing budget of \$58,409, the revised total budget is \$81,415. As there is an unused balance of \$2,437.65 for tasks 1 through 4, the total amount payable to Rincon is \$78,977. The spreadsheet on the following page includes a breakdown of costs by task.

The previous contract amount of \$58,409 included \$4,930 for the optional task of attending a Board of Supervisor hearing. This task has not yet been authorized, and is included in the new cost spreadsheet below. In addition, as of October 31, 2012 (the date of the last invoice for this project), Rincon has billed \$51,041.35 and has a remaining authorized budget of \$2,437.65. This remaining budget has been applied to the new tasks in the cost spreadsheet.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the County of Monterey. Additional work not included herein shall not be conducted by Rincon Consultants, Inc. until presented to the County and with County approval, amended into the Professional Services Agreement (PSA). Once the amendment to the PSA is fully executed, Rincon Consultants, Inc. will be authorized to proceed with the additional work, in accordance with the attached Fee Schedule. This offer for professional services will remain in effect through March 1, 2013.

Thank you for consideration of this request. If you have any questions, please do not hesitate to contact us. To authorize this scope amendment, please sign and return a copy of this letter to Rincon Consultants.

Sincerely,
RINCON CONSULTANTS, INC.


Megan Jones
Senior Planner


Stephen Svete, AICP
Vice President

**EXHIBIT A-2 – MODIFICATIONS TO SCOPE OF SERVICES AND PAYMENT PROVISIONS
INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS**

Proposed Scope of Work Amendment for Planning Support for the
San Clemente Dam Removal Project Application
Page 5

**County of Monterey
San Clemente Dam Removal Project
Revised Cost Spreadsheet (January 2013)**

Old Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Principal \$150/hour	Proj. Mgr. \$130/hour	Sr Planner/Biol \$120/hour	Assoc. \$95/hour	Graphics \$85/hour	Clerical \$55/hour
1. Pre-Application Coordination								
a. Internal Coordination Meeting	\$2,460	18	6	12				
b. Pre-Application Meeting Follow Up	\$850	8		2	4			2
c. Completeness Determination (up to 2 rounds of review)	\$3,400	32		12		14	6	
2. Application Processing								
a. Site Visit	\$2,000	16		8	8			
b. Public Outreach	\$520	4		4				
c. General Plan Consistency Analysis	\$4,500	36	2	12	22			
d. Review of Supplemental CEQA Document	\$16,950	144	10	40	60	24	4	6
e. Permit Processing	\$1,640	14		6	4	4		
f. Staff Report (up to 2 assumed)	\$5,950	52	2	8	28	12		2
g. Packet Distribution (task eliminated)								
3. Public Hearings								
a. Planning Commission (up to 2 assumed)	\$3,240	26	6	8	8		4	
b. Board of Supervisors Staff Report and Public Hearing (Optional)	\$4,930	43	3	8	20	8	2	2
4. Project Management								
a. Internal Staff Meetings	\$1,080	8	2	6				
b. Interagency Coordination (task eliminated)								
5. October 31, 2012 Planning Commission Hearing Assistance								
a. October 31 Planning Commission Staff Report	\$5,010	40	2	28	8			2
b. October 31 Planning Commission PowerPoint	\$1,500	12		6	6			
c. Project Coordination	\$2,045	16	2	13				1
Carry Over Budget:	\$55,975		35	173	168	62	16	15
Additional Costs								
Printing: EIR Addendum (10 hard copies @ \$35/ea)								
Supplies, Travel, and Miscellaneous Expenses	\$2,118							
General and Administrative	\$316							
Subtotal Additional Costs:	\$2,434							
OLD BUDGET TOTAL: Labor + Additional Costs	\$58,409							
Remaining Authorized Budget	(\$2,438)							
New Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Principal \$150/hour	Proj. Mgr. \$130/hour	Sr Planner/Biol \$120/hour	Assoc. \$95/hour	Graphics \$85/hour	Clerical \$55/hour
6. Supplemental EIR Review								
a. Review Admin Draft SEIR (Optional)	\$2,740	21	1	19	1			
b. Prepare Comment Letter on Admin Draft SEIR (Optional)	\$435	4		2	1			1
c. Review Draft SEIR	\$4,940	38	2	32	4			
d. Prepare Comment Letter on Draft SEIR	\$845	7	1	4	1			1
7. Review Revised Application Package	\$540	4	1	3				
8. Staff Report								
a. Findings (including General Plan consistency)	\$1,725	14	1	8	4			1
b. Conditions of Approval	\$2,190	17	1	12	4			
c. Staff Report	\$2,580	23	1	12		8		2
d. Prepare PowerPoint Presentation	\$1,000	10		2		6	2	
9. Meetings and Coordination								
a. Planning Commission Hearing	\$930	7	1	6				
b. Field Visit	\$2,000	16		8	8			
c. Conference Calls	\$1,080	8	2	6				
10. Project Management	\$1,040	9	1	6				2
Rincon Labor Subtotal:	\$22,045	178	12	120	23	14	2	7
Additional Costs								
Supplies, Travel, and Miscellaneous Expenses	\$645							
General and Administrative	\$316							
Subtotal Additional Costs:	\$961							
TOTAL: Labor + Additional Costs	\$23,006							
New Tasks Total	\$23,006							
Less Carry Over Budget	(\$2,438)							
TOTAL AMENDMENT REQUEST:	\$20,568							
TOTAL: Tasks 1-5	\$58,409							
TOTAL: Tasks 6-10	\$23,006							
Credit for Efficiencies	(\$2,438)							
TOTAL PROJECT BUDGET	\$78,977							

**EXHIBIT A-2 – MODIFICATION TO SCOPE OF SERVICES AND PAYMENT PROVISIONS
INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS
PAYMENT PROVISIONS**

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered or monthly (by the tenth day of the month) and shall include the following:

1. Invoice Coversheet

Rincon Consultants, Inc.
San Clemente Dam Diversion Project Application

Date: _____

Invoice No. _____

Original Agreement Term: February 7, 2012 – June 30, 2013

Original Agreement Amount: \$ 67,170.35 (\$58,409.00 base budget plus \$8,761.35 project contingency)

Amendment #1: Internal Transfer of Budget Funding

Amendment #2: \$26,456.90 (\$23,006.00 base budget plus \$3,450.90 project contingency)

<\$2,438.00> (Decrease in base budget for efficiencies in Tasks 1 – 4)
Extension of Term to December 31, 2013

This Invoice: 1. Pre-Application Coordination

a. \$2,460.00 Internal Coordination Meeting

b. \$850.00 Pre-Application Meeting Follow-Up

c. \$3,400.00 Completeness Determination

2. Application Processing

a. \$2,000.00 Site Visit

b. \$520.00 Public Outreach

c. \$4,500.00 General Plan Consistency Analysis

d. \$16,850.00 Review of Supplemental CEQA Document

e. \$1,640.00 Permit Processing

f. \$5,950.00 Staff Report

g. \$0.00 Packet Distribution (Eliminated)

3. Public Hearings

a. \$3,240.00 Planning Commission

b. \$4,930.00 Board of Supervisors Staff Report and
Public Hearing (Optional)

4. Project Management

a. \$1,080.00 Internal Staff Meetings

b. \$0.00 Interagency Coordination (Eliminated)

5. October 31, 2012 Planning Commission Hearing Assistance

a. \$5,010.00 October 31 Planning Commission Staff Report

b. \$1,500.00 October 31 Planning Commission PowerPoint

c. \$2,045.00 Project Coordination

Additional Costs

\$2,118.00 Printing: EIR Addendum, Supplies, Travel, Misc.

\$316.00 General and Administrative

Grand Total of Tasks 1 - 5

\$58,409.00

**EXHIBIT A-2 – MODIFICATION TO SCOPE OF SERVICES AND PAYMENT PROVISIONS
INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS**

6.	Supplemental EIR Review		
a.	\$2,740.00	Review Admin Draft SEIR (Optional)	
b.	\$435.00	Prepare Comment Letter on Admin Draft SEIR (Optional)	
c.	\$4,940.00	Review Draft SEIR	
d.	\$845.00	Prepare Comment Letter on Draft SEIR	
7.	Review Revised Application Package		
a.	\$540.00	Review Revised Application Package	
8.	Staff Report		
a.	\$1,725.00	Findings (including General Plan consistency)	
b.	\$2,190.00	Conditions of Approval	
c.	\$2,580.00	Staff Report	
d.	\$1,000.00	Prepare PowerPoint Presentation	
9.	Meetings and Coordination		
a.	\$930.00	Planning Commission Hearing	
b.	\$2,000.00	Field Visit	
c.	\$1,080.00	Conference Calls	
10.	Project Management		
a.	\$1,040.00	Project Management	
	Additional Costs		
	\$645.00	Supplies, Travel, and Miscellaneous Expenses	
	\$316.00	General and Administrative	
	Grand Total of Tasks 6 - 10		\$23,006.00

Overall Base Budget:
 Tasks 1 – 5: \$58,409.00
 Tasks 6 – 10: \$23,006.00
 Grand Total \$81,415.00
 Credit for Efficiencies: \$-2,438.00
 Total Amount Payable, including optional tasks: \$78,977.00

Remaining Balance \$ _____

Approved as to Work/Payment _____ Date _____
 Bob J. Schubert, Senior Planner

All Invoices Are To Be Sent To:
 Jaime Martinez, Accounting Technician
 County of Monterey Resource Management Agency - Finance Division
 168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
 Telephone: (831) 755-4829

**EXHIBIT A-2 – MODIFICATION TO SCOPE OF SERVICES AND PAYMENT PROVISIONS
INCLUDING BUDGET TRANSFER, CREDIT AND ADDITIONS**

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (increased in the amount of \$3,450.90; for a total amount not to exceed \$12,212.25) requires the prior written approval of the Director of the Monterey County Planning Department, and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of the Monterey County Planning Department, or in his absence, the Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning Department or the Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send his decision in writing to the Project Applicant, and CONTRACTOR.

Unless he denies the recommended transfer, the Director or Assistant Director of Planning Department will ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the Director of the Monterey County Planning Department or the Assistant Director, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.