

Attachment A

This page intentionally left blank.

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
AMEC Environment & Infrastructure, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide an Environmental Impact Report (EIR) for the Carmel Canine Sports Center

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 177,469.60.

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 4, 2014 to May 27, 2015, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Rita Bright, Project Manager
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	AMEC Environment & Infrastructure, Inc. 104 West Anapamu Street, Suite 204A (Main Floor) Santa Barbara, CA 93101
Address	Address
(831) 755-8966	(805) 962-0992
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____
7-17-14

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____
7-17-14

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Aaron Goldschmidt, V.P.
Name and Title

Date: July 15, 2014

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Name and Title
Date: _____

County Board of Supervisors' Agreement Number: _____

*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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

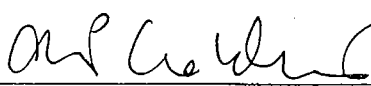
Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

Aaron Goldschmidt, V.P.
Name and Title

Date: July 15, 2014

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Date: _____
Name and Title

County Board of Supervisors' Agreement Number: _____

*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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Date: _____
Name and Title

By: Kell H. Zell
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

KENDALL H. SERRIN VP FINANCE (CFO)
Name and Title

Date: 2/14/2014

County Board of Supervisors' Agreement Number: _____

*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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Carmel Canine Sports Center Project Environmental Impact Report PLN130352

AMEC Environment & Infrastructure, Inc. (AMEC) recognizes that environmental review of the Carmel Canine Sports Center Project (Project) was initiated in response to an application submitted by Carmel Canine Sports Center, LLC (Project Applicant) for a Combined Development Permit (CDP), including recent and proposed grading activities. The Project consists of site improvements and operation of a canine sports and event center, and associated planting, cultivating, farming and harvesting of crops and livestock. The Project Applicant is requesting a Use Permit and Design approval for construction and operation of this facility at 8100 Valley Greens Drive, Carmel Valley.

Project Site

The Project site is located on Valley Greens Drive, south of the intersection of Carmel Valley Road, and approximately 3.4 miles east of Highway 1. The Project site is bordered to the north by Valley Greens Drive and the Quail Lodge Golf Club, including numerous residences and a small commercial center; to the east by agricultural lands, a single-family dwelling, and an approximately 2.7 acre irrigation pond; to the south by the Carmel River and associated riparian corridor; and to the west by fairways 15 and 16 of the Quail Lodge Golf Club and a golf course maintenance yard.

The 43-acre Project site is comprised of 8 parcels, ranging from 2.6 acres to 12.2 acres, which are zoned Low-Density Residential. The Project site is not located in the Coastal Zone. A single family dwelling is located in the northernmost portion of the Project area and is not a part of this Project. Historically, the site has been used for row crop farming on the site's predominantly Prime Farmland soils. An approximate 8.5 acre portion of the site was recently planted with turf-grass (i.e., sod); however, most of the site has been fallow for the past five years. When the site was intended for development as a sod farm, excavation of a 1.2 acre pond was initiated. Development of this pond requires a grading permit, which was not obtained at the time of excavation and is therefore included as a component of this proposed Project.

The Project site is predominantly level and open. Ornamental trees are located around the eastern and western boundaries of the site. The southern portion of the Project site includes the Carmel River and an associated dense riparian area, which is the site of a habitat restoration project by the Monterey Peninsula Water Management District (MPWMD). The southern portion of the Project site is also located within the Carmel River 100-year floodplain, as designated by the Federal Emergency Management Agency (FEMA). This location would make portions of the Project subject to Monterey County Zoning Ordinance 21.64.130, *Regulations for Land Use in the Carmel River Floodplain*. An existing CalAm well is located in the eastern portion of the site within the Carmel River riparian area.

Proposed Project

Construction associated with the proposed Project would be limited, as the majority of the 43-acre site would be organically managed as pastures planted in hay, grain, and other pasture crops. Onsite improvements are proposed to include a modular office trailer (800 square feet), a restroom trailer (600 square feet), a clubhouse trailer (600 square feet), an electrical/storage room (400 square feet), and the creation of a parking area of crushed granite to accommodate approximately 200 spaces. All modular structures are intended to blend with the site setting and would be wood-tone. Additionally, down-lit, permeable walking paths would be constructed around portions of the site as well as picnicking facilities. The Project proposes grading of approximately 90 cubic yards of cut and fill, which would be balanced onsite. The site would be fenced around the boundary, and would include internal fencing of pasture. No tree removal is proposed. Proposed restrooms would be plumbed to an onsite septic system.

Operation of the proposed Carmel Canine Sports Center (CCSC) would be characteristic of an athletic or

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

country club, intended to provide private facilities for CCSC members and their dogs to exercise, train, and socialize. The Project Applicant is seeking memberships of approximately 500, with an anticipated average use of 100 daily visits, but no daily limit of member use defined. The Project would provide competition grade facilities and equipment for numerous dog-training disciplines including agility, herding, obedience, and dock diving. Proposed facilities as well as walking paths, picnic areas, and open exercise areas would be available for member use from 7AM to 8:30PM daily. No dog boarding, kenneling or day care is proposed. Limited security lighting is proposed within the site.

To support the proposed training, the site would have approximately six fenced training areas that would include member training areas, an event area, a herding training and stock management area, and a hayfield herding/open exercise area. For herding training to vegetation management, approximately 20-30 sheep, goats, and/or ducks would reside on the property. Dog and livestock waste are proposed to be disposed of in accordance with a proposed livestock manure management plan and a Waste Management contract. The Project Applicant also proposed seasonal use of the Carmel River riparian area for approximately 5 picnic tables and walking along existing pathways and previously disturbed areas, as well as limited vegetation clearing associated with fire clearance and poison oak removal.

In addition to member use, the facilities would also be used for classes, workshops, and special events. Classes and workshops of up to 10 participants would occur throughout the day and would be open to the public, space permitting. Special events would be a major component of the proposed Project, with up to 24 event-days, which may occur over 3-day extended weekends (e.g. Friday – Sunday) throughout the year. These events would support a maximum of 250 people per event-day. Events may include amplified sound, which would not exceed 70 decibels, Community Noise Equivalent Level (db CNEL) at the perimeter of the property line, consistent with the County noise standards. Associated with these events, the Project Applicant is proposing overnight parking for up to 70 recreational vehicles (RV) onsite for the duration of an event. Onsite parking is proposed to be sufficient to accommodate all vehicles during special events, with no on-street parking along Valley Greens Drive.

Permitting History

In December 2013, Monterey County published an Initial Study (IS) with the intent to adopt a Mitigated Negative Declaration (MND) for the proposed Project. The IS identified mitigation measures for biology, traffic, hydrology, and noise that were determined to reduce impacts to a less than significant level. The MND was circulated from December 23, 2013 to January 24, 2014, during which time it elicited a substantial number of comments from the public and regulatory agencies. In response to concerns primarily related to potential impacts to sensitive species and habitats, water use, and traffic generation, as well as noise and land use compatibility, the County of Monterey has determined that the preparation of an Environmental Impact Report (EIR) would be required.

PROJECT APPROACH/SCOPE OF SERVICES

Tasks necessary to compile California Environmental Quality Act (CEQA) compliant documentation are outlined below. These tasks are modeled after the Scope of Work (Section 5.0) contained within the Request for Proposal (RFP) for this project.

Task 1 – Application Review/Project Scoping: The project initiation or kickoff process is critical to successful project completion. AMEC would perform initial background review of existing available documents such as the IS/MND, technical studies completed for the IS/MND, materials submitted by the Project Applicant, other available planning and environmental documentation, and County policies, procedures, and ordinances. AMEC's Program Manager and Project Manager would attend the project kickoff meetings. AMEC understands that up to three meetings may be necessary to adequately discuss project needs and scoping, and receive project materials. This task is further described below in Sub-tasks 1.a to 1.d below:

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Sub-task 1.a - Notice of Preparation/Scoping Meeting: AMEC will prepare and issue a Notice of Preparation (NOP) for the EIR in accordance with the requirements of CEQA. This will be particularly important to obtain formal comments on the scope of the EIR and project alternatives from key community stakeholders and interested agencies. Obtaining early feedback from these stakeholders will minimize the potential for project delays and unforeseen issues arising late in the process. An Administrative Draft of the NOP will be provided to the County for review and comment. Subsequently, AMEC will incorporate County comments and finalize the NOP. County staff will be responsible for distributing the NOP and receiving and transmitting comments to AMEC. AMEC will include any comment letters received in response to the NOP in an appendix to the EIR and provide a matrix indicating where such comments have been incorporated and responded to in the Draft EIR. This will assure reviewers that their comments have been responded to and ease their review of the Draft EIR. AMEC will organize and provide a brief presentation at an evening NOP scoping meeting in the community to receive public input on the proposed scope of the EIR and will be prepared to summarize the anticipated scope of and approach to EIR preparation at the meeting. AMEC will record all public comments received at this scoping meeting and include these comments in the response matrix.

Deliverables: One (1) electronic copy of the Final NOP on a CD or flash drive, in Microsoft word format.

Sub-task 1.b - Field Trips: AMEC shall coordinate with the RMA-Planning staff to conduct an initial field trip. AMEC Project Manager and Staff Analyst will be in attendance. This field trip will help facilitate understanding of the Project and characterize subsequent analysis. Additionally, AMEC will be available to conduct one (1) other field trip, should it become necessary. Therefore, up to two (2) field trips would be conducted under this task.

Deliverables: None

Sub-task 1.c - Peer Review of Technical Reports: AMEC will conduct a thorough peer review of five (5) technical reports that have been submitted by the Project Applicant. Review shall consist of an evaluation of the merit of the reports and identification of potential shortcomings and/or data gaps, if applicable. These reviews shall be conducted by specialized AMEC staff. A list of the documents to be reviewed and approaches to the evaluations are presented in Table 1.

Deliverables: None. Task 1.c defines a subset of the EIR investigations and analyses.

Sub-task 1.d - Technical Reports: AMEC will work closely with County staff to identify additional background information sources, including the County's General Plan, recent area EIRs and available studies such as those listed in Table 1, and other relevant studies. The review of information will also help identify any data needs. AMEC will then identify any technical studies that will be required to efficiently and successfully complete the EIR. Technical reports will include an acoustical analysis and a comprehensive traffic study. AMEC will include any key studies in a technical appendix and will also use CEQA Section 15150 (Incorporation by Reference) to incorporate and cite the larger regional studies and include a reference to the County's website where these studies are available.

Deliverables: None.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Table 1. Sub-Task 1.c. Technical Documents Requiring Peer Review		
Document	Issues	Review
<p>"Noise Impact and Mitigation Study"</p> <p><i>Prepared by H. Stanton Shelly (Environmental Consulting Services) on August 9, 2013</i></p>	<ul style="list-style-type: none"> • Significant public comments regarding findings of the IS based upon this analysis • Ensure that combined noise generating sources have been evaluated using the reasonable worst case scenario of maximum usage during an event during more sensitive weekend/ night hours. 	<ul style="list-style-type: none"> • AMEC's Noise Analysis Specialist will peer review all Project Applicant prepared technical reports including the Environmental Consulting Services Report, the IS findings, and public comments. • Based on the findings of this analysis, AMEC will conduct a noise analysis, and depending upon need, perform additional noise measurements involving sensitive receptors.
<p>"CCSC Preliminary Potable Water Quality"</p> <p><i>Prepared by Frank Campo (C3 Engineering) on August 1, 2013</i></p>	<ul style="list-style-type: none"> • Surface water runoff Issues associated with canines and herding animals and effects to the Carmel River 	<ul style="list-style-type: none"> • AMEC's Sr. Geologist, Hydrologist, and Staff Analyst will review the Project Applicant prepared potable water quality investigation, public comments, and findings of the IS.
<p>"CCSC Preliminary Potable Water Quality"</p> <p><i>Prepared by Frank Campo (C3 Engineering) on August 1, 2013</i></p>	<ul style="list-style-type: none"> • Surface water runoff Issues associated with canines and herding animals and effects to the Carmel River 	<ul style="list-style-type: none"> • AMEC's Engineering Sr. Geologist, Hydrologist, and Staff Analyst will review the Project Applicant prepared potable water quality investigation, public comments, and findings of the IS. • AMEC will evaluate project effects based on CEQA thresholds and propose additional mitigations and assess if additional mitigations are required to reduce Project impacts.
<p>"CCSC Water Rights Application Materials to the Monterey Peninsula Water Management District (MPWMD)"</p> <p>Numerous preparers; submitted to the County on November 15, 2013</p>	<ul style="list-style-type: none"> • Evaluate established water entitlements and rights as provided by the Project Applicant. • Evaluate project water demand • Evaluate ability to provide project water demand under existing available water entitlements. 	<ul style="list-style-type: none"> • AMEC's Engineering Sr. Geologist, Sr. Hydrogeologist and Staff Analyst will review the Project Applicant prepared water rights documents including riparian rights and those of overlying landowners, and other interested parties and public agencies. • AMEC will evaluate project effects based on CEQA thresholds and identify feasible mitigation measures or project alternatives if necessary to reduce environmental effects.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

<p>"CCSC Traffic Constraints Analysis" (And two [2] Addenda.)</p> <p>Prepared by Robert Del Rio (Hexagon Transportation Consultants) on June 26, 2013. Addenda prepared on November 14 and December 6, 2013</p>	<ul style="list-style-type: none"> • Ensure adequate assessment of existing transportation conditions • Ensure that affected intersection and roadways in the Project vicinity are adequately analyzed, based on current traffic metrics for appropriate roadways and intersections • Evaluate Project site access and circulation issues upon the existing road network 	<ul style="list-style-type: none"> • AMEC's Subconsultant Central Coast Transportation Consulting (CCTC) and its Principal, Joe Fernandez, PE, will evaluate the Project Applicant prepared traffic analysis (Hexagon 2013) and other project related documents including the IS and public comments. • Building upon previous analysis, CCTC will prepare an independent traffic investigation and analysis that includes intersection traffic counts, roadway segment counts, define existing conditions, trip generation and distribution, using a traffic forecasting approach. • New Friday to Sunday peak hours counts are proposed to be taken at Carmel Valley Road/Highway 1, Carmel Valley Road/Rancho San Carlos Road, Carmel Valley Road/ Valley Greens Road. • Road segments proposed for analysis include Highway 1 north of Carmel Valley Road, Carmel Valley Road west of Valley Greens Road, and Carmel Valley Road west of Valley Greens Road. • CCTC and AMEC will evaluate project and cumulative effects based on CEQA thresholds and assess mitigations required to reduce Project impacts.
<p>"Preliminary Cultural Resources Reconnaissance"</p> <p>Prepared by Susan Morley in June, 2013</p>	<ul style="list-style-type: none"> • Project impacts to potential cultural resources onsite. 	<ul style="list-style-type: none"> • AMEC's Cultural Resources Specialist will peer review all Project Applicant prepared technical reports, the IS findings, and public comments. • Based on the findings of this analysis, AMEC's Cultural Resources Specialist will evaluate project impacts based on CEQA and Appendix G of the CEQA guidelines and propose mitigations if necessary to reduce Project impacts.
<p>"Biological Resources Assessment for Proposed CCSC"</p> <p>Prepared by Nicole Nedeff in February 2014</p>	<ul style="list-style-type: none"> • Potential impacts to the Carmel River and its riparian corridor associated with introduction of canines and livestock, populated special events, and proposed recreational amenities ("River Access & Picnic Area") along the river's riparian corridor • Impacts to sensitive species from use of Carmel River water to support the Project's water demand. 	<ul style="list-style-type: none"> • AMEC's team of biologists will review previous biological studies including the Project Applicant prepared biological resources assessment, review public agency and public comments, and other applicable technical reports and investigations. • AMEC's Biologist will provide a preliminary biological resources site reconnaissance. • AMEC's biologists will coordinate with AMEC's hydrology team to confirm estimated water demand of the project and capacity of identified water supplies. • Based on the findings of this analysis, AMEC's Biologist and Staff Analyst will evaluate potential Project impacts to biological resources onsite and within the vicinity, including the Carmel River and its riparian corridor.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2 - Adapt IS/MND Project Description and Project Applicant Prepared Draft Project Description for Draft EIR and Develop Alternatives: AMEC understands that a revised Project Description has been provided to the County by the Project Applicant. It is AMEC's understanding that the updated Project Description provides additional clarifications of the Project Applicant's goals and objectives, which include a focus on management of the land to allow for a transition back to organic farming upon conclusion of the Project's life. AMEC will adapt the County's and Project Applicant's information into an EIR formatted project description to ensure public understanding with additional use of project data and related tables, charts, and illustrative graphic aids. AMEC will submit one (1) electronic copy of the Project Description.

The draft Project Description will also contain the initial list of suggested project alternatives which will include the required No Project Alternative as well as up to three other alternatives. For maximum legal sustainability, the document will also include a list of "Alternatives Eliminated from Full Evaluation" section.

Potential alternatives include:

- *The No Project Alternative.* Section 15126 (e) (1) of the State CEQA Guidelines requires consideration of a no project alternative to allow decision-makers to compare the impacts of approving the proposed Project with the impacts of not approving the proposed Project. This is particularly important where Project implementation would result in unavoidable and significant impacts. The No Project Alternative defines existing conditions at the time the NOP is published. It defines what would reasonably be expected to occur if the project were not approved based on current regulations and the existing setting.
- *No Overnight RV Parking/Camping Alternative.* This alternative will evaluate Project effects upon the environment without the 70 RV campsites and associated overnight campers on event weekends. The EIR will qualitatively evaluate the reduction of environmental effects (e.g. traffic generation, onsite recreational impacts to biological resources, service utility demands, noise generation, etc.).
- *Alternative Location.* Working with County staff, AMEC will identify an alternative site that could meet the intent of the Project objectives, while reducing potential environmental effects. Alternative site selection will evaluate a project of comparable size to accommodate the proposed Project activities, but may also consider alternative land use and zoning designations that also permit or conditionally permit such activities.
- *Reduced Number of Events or Maximum Number of Visitors Alternative.* To reduce potential project impacts working with County staff, AMEC will evaluate a project alternative that lessens membership and/or the number of visitors per day or per event. This alternative may be analyzed in combination with the *No Overnight RV Parking/Camping Alternative*.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3 – Prepare Administrative Draft EIR (ADEIR): AMEC will prepare and submit six (6) printed copies and one (1) electronic version of the ADEIR to County staff for review and comment. AMEC anticipates that the ADEIR will focus on aesthetics and land use issues, and that other resource areas have been for the most part adequately addressed in the IS/MND. For those resource areas that will not be further analyzed, AMEC will summarize the findings of the IS/MND, with minor updates and expansion as necessary. AMEC anticipates that each of those resource area sections would be approximately 2 to 3 pages in length. The EIR would also include standard CEQA sections such as growth inducement, climate change, and consistency with adopted plans and policies in addition to an analysis of the impacts associated with Project alternatives and their comparison with project impacts. Key issues to be addressed in the ADEIR would include:

Aesthetics

Carmel Valley is a visually scenic area, a quality appreciated by the community and protected by County policy. While the majority of the Project site would remain visually open and consistent with the site's history of agricultural use, changes associated with the proposed modular structures, vehicle parking areas, system of fences, and special events would result in potential changes to the visual character of the site. Changes in visual contrast would be assessed from various locations identified and photographed during Project kickoff meetings and site visits, in coordination with County staff. Photosimulations prepared by the Project Applicant could be incorporated, as appropriate. Evaluation of aesthetic impacts will consider potential mitigation through planting of additional trees for screening purposes, as well as contrast-reducing finishes on fences or structure, or modification of the site plan to limit visual exposure of more visually prominent components (i.e., RV parking area). This analysis would be led by AMEC's Project Manager.

Biological Resources

The majority of the Project contains three general habitats including agricultural fields, ruderal disturbed areas associated with ancillary farming and gravel mining activities, and riparian areas associated with the Carmel River. Agricultural fields comprise approximately 31.5 acres of the site and contain limited habitat. An additional 3 acres are considered to be disturbed from historic agricultural and gravel mining uses; however, disturbed upland habitat may provide seasonal cover for California Red-legged Frogs during periods when these amphibians migrate or disperse overland and it is possible that Western Pond Turtles move up to this elevation above the floodplain to nest or overwinter in thick leaf duff (Biological Resources Assessment prepared by Nicole Nedeff, Consulting Ecologist, February 2014). Riparian habitat associated with the Carmel River comprises the southern portion of the site, including approximately 2.5 acres proposed for passive recreation associated with the Project. Areas on the south side of the Carmel River are not proposed for use as part of the Project and would remain undeveloped.

This area is the site of an extensive and successful restoration project conducted by the MPWMD, which began in 1993. The MPWMD Valley Hills Restoration Project was implemented to address a long-standing stream bank erosion issue in this reach of the river. The channel was realigned into a stable configuration and both tie-back revetments and an in-channel grade control were installed. Riparian areas and floodplains are densely vegetated with native streamside plants. Central Coast Riparian Scrub, Central Coast Willow Riparian and Black Cottonwood Forest natural communities occur on-site. Potential habitat for passerine birds, raptors and waterfowl is abundant in the multi-layered habitat. The aquatic environment along the margin of the Carmel River channel could support potential habitat for Pacific Lamprey, which is known from upstream locations along the Carmel River. The Carmel River in this reach is important habitat for Steelhead Trout, California Red-legged Frog, Western Pond Turtle and a variety of bird species. Mammals utilize the riparian corridor since the river channel and attendant vegetation provide important habitat function for numerous wildlife species. Biological resources of local and State or Federal concern identified to occur or with the potential to occur in the Biological

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Resources Assessment include:

- Steelhead South/Central Coast ESU
- Steelhead Trout
- California Red-legged Frog
- Dusky-footed Woodrat
- Western Pond Turtle
- Central Coast Willow Riparian
- Central Coast Riparian Scrub
- Black Cottonwood Forest
- Potential habitat for birds, raptors, waterfowl
- Potential habitat for Coast Range Newt
- Potential habitat for California Tiger Salamander
- Potential habitat for Legless Lizard
- Potential habitat for Pacific Lamprey

Much of the Project area encompasses land that has a long history of on-going agricultural or other alterations and ground disturbance to the land and is not likely to support special status species. The key areas of concern occur in the 5.5 acres of the 43-acre Project area that are located outside the agricultural areas, particularly along the Carmel River. Potential impacts are primarily related to predation, disruption of critical habitat function, habitat degradation, water diversion, and potential for special status or predatory species (i.e., bullfrogs) in the irrigation reservoir.

The biological resources section of the EIR will examine potential impacts to native and naturalized plants and animals at and in the vicinity of the Project site. For the EIR analysis, the section would be divided into vegetation, wildlife, threatened and endangered species, and sensitive habitats. Particular attention would be paid to the potential for the site to support resident or migratory populations of the coast steelhead and other special status species such as the California Red-legged Frog and the Western Pond Turtle. The description of sensitive habitats would include high-quality riparian areas, plant communities of limited distribution, and important seasonal wildlife use areas (e.g., migration routes, breeding areas, or crucial seasonal habitat). Impact analysis would be based on accepted Thresholds of Significance, including guidance from the County policies and standards, Appendix G of the CEQA Guidelines, and relevant state or federal standards. The proposed Project would be examined in light of state and federal natural resources legislation intended to conserve and promote species recovery.

AMEC will develop specific performance standards and mitigation measures for the Project to address potential impacts to the river and the existing riparian habitats, which may include coordination with on-going maintenance and management of the voluntary Valley Hills Restoration Project. Based on existing County policy guidance and appropriate federal guidelines for protecting special status species, AMEC will use and build upon recommendations in the Biological Resources Assessment to draft mitigation standards for CCSC operation including access control, canine and livestock waste management, reservoir maintenance, and water use guidelines to reduce impacts associated with drawdown of the Carmel River alluvial aquifer. Additional mitigation measures to address construction and operation will be included to ensure that such activities do not disturb sensitive habitat or cause sedimentation or contaminated runoff (e.g., Regional Water Quality Control Board (RWQCB) low-impact development standards, lighting design, and location of trash collection).

Hydrology/ Water Quality

AMEC understands that the EIR's Hydrology and Water Quality analyses will be a foremost issue for the EIR. AMEC will include the following approach:

- **Water Rights.** AMEC will perform review of available groundwater use history and hydrogeology of the site to establish an appropriate baseline, potentially including use of a 20-year average water use baseline instead of the typical 10-year average. This will include

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

peer review of the *CCSC Water Use Evaluation* performed by Lee & Pierce, Inc. (November 2013). AMEC anticipates the need to coordinate with numerous stakeholders including the State Water Resources Control Board, RWQCB, the MPWMD, the National Marine Fisheries Service, and other agencies.

- **Water Supply.** AMEC will assess potential impacts associated with continued use of water for the Project Site, including impacts to the Carmel River and associated underflow. This analysis will be based upon historic well use and water allocation information, supplemented with regional reports prepared by the County, the MPWMD, and other applicable resources.
- **Wastewater.** AMEC understands that potable water use for the site has been approved by the County's Environmental Health agency. AMEC will confirm the adequacy of this approval with the proposed Project and if necessary, address any potential impacts associated with the proposed Project's disposal of wastewater generated from the proposed treatment of well-water for potable uses, which is anticipated to be rich in Iron, manganese, and arsenic.
- **Water Quality.** In addition to groundwater quality issues identified above, AMEC will assess potential impacts associated with water use to the Carmel River and associated in-stream flow and beneficial uses. These include potential impacts to fisheries and wildlife, particularly during periods of low in-stream flows. AMEC will also assess the feasibility of proposed on-site water storage to provide irrigation water during potential periods when groundwater pumping may be prohibited due to low in-stream flows in the Carmel River. Additionally, AMEC will assess potential impacts to water quality associated with surface runoff and potential nutrient loading from livestock and pet wastes. AMEC will provide input on the Project Applicant's proposed livestock manure management plan and supplement with additional measures, as needed. AMEC will utilize existing data to provide a qualitative discussion of the potential effects to water quality and quantity on the Carmel River and associated habitats.

To address these issues, AMEC will incorporate the findings of recent studies and describe direct and indirect Project impacts along with cumulative effects. AMEC will incorporate mitigation measures proposed in existing studies and identify additional measures to address impacts as required. AMEC will also provide a program-level description of operations (e.g., livestock waste, sedimentation) associated with the proposed Project. AMEC's Sr. Geologist and Hydrologist will provide technical guidance for this effort, which will be led by AMEC's Sr. Hydrogeologist who has recent and ongoing experience working on water supply and quality issues in Monterey County.

Land Use

The Project site is zoned "Low-Density Residential", which is defined in the Monterey County Zoning Code as: "A district to accommodate low density and intensity uses in the rural suburban areas of the County of Monterey and to ensure that allowable land uses are compatible in the area." AMEC will ensure that the EIR provides a detailed update of key land use issues and potential land use impacts. AMEC will identify and address potential key land use goals and policies as they relate to the proposed Project focusing on the County's General Plan, Carmel Valley Master Plan, and Monterey County Zoning Ordinance (Title 21). Policy review will focus on visual resource protection, land use compatibility, and neighborhood protection. AMEC will also assess Project consistency with state and federal policies and identify potential mitigation measures necessary to address land use impacts, including community benefits and alternative approaches to resource protection. This analysis will be led by AMEC's Project Manager.

Noise

While the proposed Project will be affected by moderate levels of roadway noise, both short-term construction noise and potential nuisance noise from long-term operations, special events and use of

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

amplified equipment may be of greater concern to the community. AMEC's Noise Analysis Specialist will peer review the Noise Impact and Mitigation Study (prepared by H. Stanton Shelly, August 2013) and will focus EIR analysis particularly to address potential nuisance noise levels to neighbors on the Quail Lodge Golf Club or other residences near the Project site. AMEC will supplement analysis provided in the Noise Impact and Mitigation Study, further describing existing roadway-generated noise levels and identify existing sources of ongoing peak noise events. AMEC recognizes that this analysis includes three weekend noise field measurements. Because weekend daytime and evening special events could generate the greatest levels of potential community concern, AMEC appreciates that the Noise Impact and Mitigation Study performed noise measurements over a summer weekend (July 26, 27, and 29, 2013), within existing neighborhoods to provide an accurate noise baseline. AMEC will then address direct, indirect, and cumulative impacts to nearby sensitive receptors from both short-term construction noise (e.g., heavy equipment operation during grading) and operational noise effects (e.g., special events, amplified music). Although AMEC does not anticipate that noise impacts would be significant from a human health perspective, in rural communities such as Carmel Valley such periodic peak noise can be of substantial concern. AMEC will describe existing provisions of the County Noise Ordinance and identify potential mitigation measures to address such nuisance noise to provide a potential basis for County conditioning of the proposed Project. AMEC's Noise Specialist will oversee this effort.

Traffic

AMEC and its subconsultant, CCTC, understand that the EIR's Transportation/Traffic analysis will be a key analysis for this EIR and is anticipated to be subject to public and agency review and comments. CCTC will request other technical studies, such as the Carmel Master Plan Traffic Study, which may be of use. A preliminary list of study locations is provided below, subject to change based on input from the Project team and County staff. The Project will generate the highest level of new trips during special events, which will typically occur on weekends. Many guests would arrive on Friday afternoon and depart on Sunday. Members and guests arriving on Friday would overlap with typical commute plus some recreational/tourist traffic. Similarly, exiting vehicles at the end of special events will overlap with Sunday traffic levels, which include substantial tourist and recreational trips. New Friday and Sunday peak hour counts will be collected at the following intersections:

1. Carmel Valley Road/Highway 1
2. Carmel Valley Road/Rancho San Carlos Road
3. Carmel Valley Road/Valley Greens Road

Intersection traffic counts during typical AM and PM weekday periods will be obtained from the Project Applicant prepared traffic study. AMEC propose to analyze the following roadway segments:

1. Highway 1 north of Carmel Valley Road
2. Carmel Valley Road west of Valley Greens Road
3. Carmel Valley Road east of Valley Greens Road

CCTC will collect roadway segment counts along up to two roadway segments. Recent counts available from Caltrans and the County of Monterey will be used where possible. CCTC will conduct a field visit to observe traffic operations to ensure the analysis reflects local conditions. Pedestrian, bicycle, and transit facilities will also be addressed.

- CCTC will develop Project trip generation and distribution assumptions based on a review of previous studies, traffic counts, and locations of complementary land uses. The forecasting approach will be determined in consultation with the Project team. Potential forecasting

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

approaches include a Project list approach for estimating traffic from reasonably foreseeable projects, growth forecasts derived from other studies, or review of Association of Monterey Bay Area Governments (AMBAG) model outputs. AMBAG model runs, if needed, can be conducted as an additional service. CCTC and AMEC will use appropriate methodology for roadway analysis based upon current CEQA thresholds and other relevant plans and regulations (e.g., the recently adopted Monterey County General Plan, Caltrans significance criteria and mitigation, as appropriate). AMEC and CCTC understand that review of the Project Applicant prepared Hexagon study will be focused on understanding previous background analysis and CCTC will perform an independent EIR traffic analysis.

- CCTC will review the proposed site plan and parking layout to ensure that the design meets industry standards and the design allows for adequate emergency vehicle access. On-site parking will be reviewed and compared to the County's code requirements if applicable. CCTC and AMEC will also assess Project consistency with the recently updated County policies and thresholds.

Secondary Issues

Most of the other resource areas appear to have minor impacts or to have been adequately addressed in the IS/MND. However, AMEC proposes to conduct a limited level of additional analysis to ensure that the document is legally sustainable and addresses neighborhood concerns. AMEC's approach to secondary issues to be discussed in the EIR is provided in Table 2.

Table 2. Secondary Issues to Be Discussed in the ADEIR	
Issue Area	Approach
Agriculture	<ul style="list-style-type: none"> • AMEC will characterize the historic agricultural use of the Project site, including analysis of the potential for the Project to result in long-term conversion of the site to non-agricultural use. • AMEC would also assess the potential of the Project to affect or be affected by on-going agricultural operations to the east of the site.
Air Quality/ GHGs	<ul style="list-style-type: none"> • AMEC will use the California Emissions Estimator Model (CalEEMOD), a statewide land use emissions computer model for analysis and modeling of proposed grading activities and short-term construction, as well as operation emissions associated with well pump operation and traffic.
Cultural Resources	<ul style="list-style-type: none"> • AMEC's Cultural Resource Specialist would peer review the Preliminary Cultural Resources Reconnaissance performed for the IS/MND. • Depending on the outcome of the peer review, AMEC may recommend a limited Phase I field investigation within the area of disturbance.
Hazards/ Hazardous Materials	<ul style="list-style-type: none"> • AMEC will incorporate analysis of the IS/MND and supplement with additional regulatory background information to ensure legal adequacy.
Geology/ Soils	<ul style="list-style-type: none"> • AMEC will incorporate analysis of the IS/MND and supplement with additional regulatory background information to ensure legal adequacy.
Mineral Resources	<ul style="list-style-type: none"> • AMEC will incorporate the analysis of the IS/MND, including additional discussion of the historic gravel mining operation that occurred historically within the site.
Population/ Housing	<ul style="list-style-type: none"> • AMEC will incorporate analysis of the IS/MND and supplement with additional background information and analysis to ensure legal adequacy.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Public Services	<ul style="list-style-type: none"> • AMEC will incorporate analysis of the IS/MND and supplement with additional background information and analysis to ensure legal adequacy.
Recreation	<ul style="list-style-type: none"> • AMEC will incorporate analysis of the IS/MND and supplement with additional background information regarding use of the Carmel River riparian area with existing and proposed public use of trails, Hampson’s Hole, and other recreation.
Utilities/ Service Systems	<ul style="list-style-type: none"> • AMEC will incorporate analysis of the IS/MND and supplement with additional information such as electrical use to support potential RV hookups.

Task 4 – Prepare Draft EIR (DEIR): AMEC will prepare and submit twenty-five (25) printed and bound copies, one (1) printed unbound copy, and fifty (50) electronic version of the DEIR and appendices. The DEIR will incorporate all County comments on the ADEIR and provide County staff with an opportunity to verify the comments were adequately addressed. AMEC will also provide a DVD disk of the DEIR in HTML web- ready format for posting on the County website. AMEC’s proposal assumes that the County will perform all noticing for this Project. AMEC could assist with noticing at the County’s request and with payment of an additional fee once amended into the Agreement.

Task 5 – Prepare the Response to Comments and Administrative Final EIR (FEIR): AMEC will prepare a FEIR that responds to all agency and public comments, including those received at the public hearing, and develop an Mitigation Monitoring and Reporting Program (MMRP) consistent with County practices. AMEC will incorporate any needed changes into the text of the EIR and submit six (6) printed copies and ten (10) electronic versions of the administrative FEIR to County staff for review.

Task 6 - Prepare the Final EIR and MMRP: AMEC will incorporate changes to the administrative FEIR and MMRP suggested by County staff and provide an electronic Screencheck FEIR for final County review. AMEC will then incorporate any remaining comments and publish twenty-five (25) printed copies, one (1) unbound copy, and fifty (50) electronic version of the FEIR in Web-ready HTML for posting on the County website.

Task 7 – Meetings and Hearings: AMEC assumes that several meetings may be required to ensure expeditious completion of this project. AMEC’s proposed budget assumes attendance at six (6) meetings or public hearings, which include: a Community Scoping Meeting, two (2) meetings with RMA-Planning staff to review comments (one for the Administrative DEIR, and another for the Administrative FEIR), a Planning Commission field trip, one Planning Commission Public Hearing, and one Board of Supervisors Public Hearing. AMEC’s Project Manager will be available to attend additional meetings upon request for an additional fee but will not be provided until the additional work is presented to the County and with County and Project Applicant approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, AMEC will be authorized to proceed with the additional described work

AMEC would also participate in bi-monthly conference calls with RMA-Planning staff.

Deliverables: None

Task 8 - Administrative Record: AMEC will prepare an administrative record for the EIR to document the basis and process in completing this CEQA-compliant EIR. Such information will include but not be limited to legal notices, public and agency comments, State Clearinghouse communications, technical reports, draft and final versions of the EIR, findings, the MMRP, response to public comments, etc. AMEC will provide one (1) electronic version on CD to Monterey County at Project completion.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Initial Budget

Assumptions: AMEC's cost proposal and schedule to prepare the CCSC Project EIR for the County of Monterey are based on the County's RFP for the Project (4/10/2014) and review the of background documents, and conversations with County Staff (telephone communications, May 2014). Given the scope of this project and the ability to incorporate substantial previous environmental analysis from the IS/MND, AMEC has provided a scope of work that builds upon existing studies and addresses issues the RFP identifies. AMEC is available upon request of County Staff to discuss the level of effort and schedule for deliverables. AMEC's proposal assumes that:

1. The Project Manager and Program Manager will attend the Kickoff Meeting. The Kickoff Meeting is assumed to require 4 hours, including a preliminary site survey.
2. The Project Manager and Deputy Project Manager will attend the additional following meetings. Staff meetings are assumed to require 2 hours; public meetings and hearing are assumed to require 2 hours.
 - a. Up to two (2) additional staff meetings to refine the Project Description and Alternatives
 - b. One (1) scoping meeting
 - c. Two (2) meetings at County offices to discuss comments on ADEIR and FEIRs
 - d. One (1) site field trip with the Planning Commission
 - e. Two (2) hearings before the Planning Commission
 - f. One (1) hearing before the Board of Supervisors
3. Principal Joe Fernandez, PE of CCTC will attend up to four (4) meetings or hearings.
4. Additional technical specialists are available to attend meetings and hearings on a time and materials basis.
5. All technical studies previously completed for the IS/MND or during the permitting process (e.g., supporting studies for staff reports, etc.) shall be provided to AMEC within one week of the Agreement initiation. Studies shall be provided in hard copy and electronic forms, as available.
6. No visual simulations are proposed for the Project.
7. Electronic or hard copy versions of relevant County documents will be provided in a timely manner to AMEC.
8. In order to minimize conflicting comments between County Departments, the County will consolidate department/division comments on draft document versions into a single package (assumed to be in Microsoft Word track changes format).
9. The County will be responsible for the distribution of all notices required by CEQA, including the NOP/Scoping, Notice of Completion (NOC), Notice of Determination (NOD), and newspaper notices. AMEC is available to respond to additional comments at an additional cost.
10. Substantive changes to the project description and/or alternatives by the County, once impact analyses have begun, will cause a slip in schedule and an equitable adjustment in cost.
11. AMEC assumes one major round of review and suggested edits of the ADEIR and administrative FEIR. Comments on "screencheck" versions are assumed to be limited to checking the accuracy and adequacy of AMEC's responses.
12. Time to address public and agency comments on public draft documents is based on preparing responses to up to 100 discrete topic area comments. AMEC is available to respond to additional comments at additional cost. AMEC will tier responses where applicable to respond to duplicative comments.
13. If the responses to comments on administrative or draft documents require new data collection or additional field work or analyses beyond the stated scope of work, an equitable adjustment in the cost may be necessary.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

14. If response to comments on administrative or draft documents requires participation/ review by technical specialists, AMEC is available to provide such services on a time and materials basis, but assumes that technical specialists, excepting traffic and transportation, will be minimally required (e.g. 2-6 hours maximum).
15. The budget to prepare screen check draft and final documents assumes editorial revision and not new analyses.
16. Document reproduction is estimated at \$110 per copy for the EIR based on inclusion of color graphics as needed. EIR Technical Appendices will be provided on CDs.
17. AMEC is not responsible for any omission of data or analyses that are not provided or identified to AMEC by the County, its representatives, or contractors.
18. AMEC will provide a comparative and qualitative analysis of four (4) Project Alternatives. Additional Project Alternatives can be provided on at additional cost.
19. Special Biological, Geologic, Hydrologic, Cultural Resource, or hazards surveys, fieldwork, analyses, or requested special research or studies not specifically identified in this Scope can be completed on a time and materials basis.

NOTE: Services detailed in Exhibit A – Scope of Services/Payment Provisions of this Agreement shall be provided as noted. Additional services, not specifically detailed with an associated cost, cannot be provided until the additional work is presented to the County and with County and Project Applicant's approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, AMEC will be authorized to proceed with the described work.

The AMEC team has prepared a cost proposal that provides a detailed description of the level of effort – by task, and within each personnel category (see Page 16).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

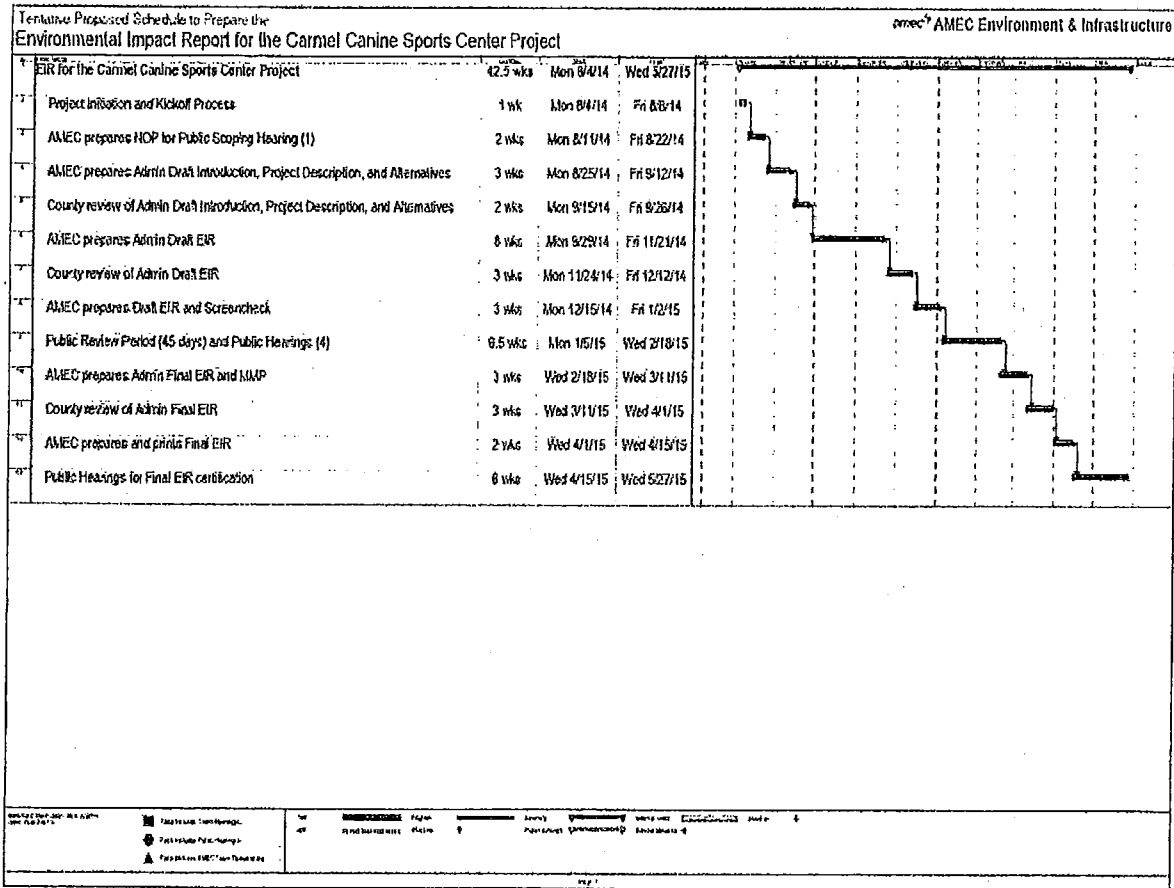


EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

AMEC Environment & Infrastructure, Inc.

Time and Materials-Not to Exceed
DATE OF ESTIMATE: July 8, 2014

FUNCTION	TASK 1 (0001)		TASK 2 (0002)		TASK 3 (0003)		TASK 4 (0004)		TASK 5 (0005)		TASK 6 (0006)		TASK 7 (0007)		TASK 8 (0008)		Project Total	
	Application Review/Project Scoping		Project Description and Project Alternatives		Administrative Draft EIR		Draft EIR & Screenshock		Response to Comments & Administrative Final EIR		Final EIR & MRRP		Meetings & Hearings		Administrative Record			
	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		HRS
Principal in Charge	1	\$ 180	1	\$ 180	2	\$ 360	1	\$ 180	2	\$ 360	1	\$ 180	4	\$ 720	0	\$ 0	12	\$ 2,160
Project Manager	1	\$ 1,680	12	\$ 19,680	48	\$ 77,760	24	\$ 3,360	30	\$ 4,200	12	\$ 1,680	30	\$ 4,200	0	\$ 0	172	\$ 24,080
Staff Analyst	0	\$ 0	40	\$ 3,600	104	\$ 9,360	40	\$ 3,600	64	\$ 5,760	32	\$ 2,880	24	\$ 2,160	0	\$ 0	172	\$ 24,080
QA/QC	0	\$ 0	0	\$ 0	72	\$ 2,040	6	\$ 1,620	4	\$ 1,080	0	\$ 0	0	\$ 0	0	\$ 0	36	\$ 5,120
Sr. Geologist	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Hydrogeologist	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Chemistry Engineer	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Asst. Geologist	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Project Manager - Biologist	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Biologist	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Staff Analyst	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Staff Analyst	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Project Administrator	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Administrative Assistant	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Word Processing	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
TOTAL LABOR	57	\$ 5,725	90	\$ 9,010	296	\$ 29,340	167	\$ 16,840	187	\$ 19,550	105	\$ 10,200	76	\$ 6,530	35	\$ 3,490	1214	\$ 17,275
Subcontractor-Transportation	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Central Coast Transportation Consulting	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Graphics Consultant	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Utilities	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Cost per document	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
SUBTOTAL ODCs	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
MARKUP ON ODCs	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
TOTAL ODCs	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Administrative Fee (phone, fax, etc. 3% of labor)	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
TOTAL FEE**	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
GRAND TOTAL	57	\$ 5,725	90	\$ 9,010	296	\$ 29,340	167	\$ 16,840	187	\$ 19,550	105	\$ 10,200	76	\$ 6,530	35	\$ 3,490	1214	\$ 17,275

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for work products / deliverables under the AGREEMENT shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product / deliverable may be billed monthly (by the tenth day of the month) and will be considered on a time and materials basis. All invoices shall include the following:

1. Invoice Coversheet

AMEC Environment & Infrastructure, Inc.
Carmel Canine Sport Center Environmental Impact Report

Date: _____

Invoice No. _____

Agreement Term: August 4, 2014 – May 27, 2015

Agreement Amount: \$ 177,469.60 (\$161,336.00 base budget plus \$16,133.60 project contingency)

This Invoice:

Task 1	\$9,494.00	Application Review/Project Scoping	_____
Task 2	\$10,719.00	Project Description and Project Alternatives	_____
Task 3	\$62,850.00	Administrative Draft EIR	_____
Task 4	\$21,332.00	Draft EIR and Screencheck	_____
Task 5	\$22,152.00	Response to Comments & Administrative FEIR	_____
Task 6	\$14,044.00	Final EIR and MMRP	_____
Task 7	\$16,908.00	Meetings & Hearings	_____
Task 8	\$3,837.00	Administrative Record	_____
Grand Total:			\$161,336.00

Remaining Balance \$ _____

Approved as to Work/Payment: _____
Steve Mason, Associate Planner Date _____

All Invoices Are To Be Sent To:
Diana Lemos, Account Clerk
County of Monterey Resource Management Agency
Finance Division
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-5220

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2. Invoice Detail

Each invoice for work products / deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual work products / deliverables performed and shall be within the "Not to Exceed" budget amount allocated for said work products / deliverables.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by the CONTRACTOR and shall be within the "Not to Exceed" budget amount allocated for the service or services performed.

Subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

The Project Planner may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the Subconsultant costs. The information will be used to complete the file and to ensure proper payment for work products / deliverables / services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$16,133.60) requires the prior written approval of the Director of Planning 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 (5) 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 Planning, or in the Director's absence, designee. Within ten (10) working days thereafter, the Director of Planning or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the Director or designee, the Director of Planning or designee will ask the Project Applicant to make a decision within five (5) 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 Planning or designee, 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.