

**AMENDMENT NO. 15  
TO REIMBURSEMENT AGREEMENT AND FUNDING AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
HARPER CANYON REALTY, LLC**

**THIS AMENDMENT NO. 15** to the Reimbursement Agreement and Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Harper Canyon Realty, LLC (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").

**WHEREAS**, PROJECT APPLICANT entered into a Reimbursement Agreement with County on October 6, 2005 (hereinafter "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1"), December 27, 2007 (hereinafter, "Amendment No. 2"), April 17, 2008 (hereinafter, "Amendment No. 3"), October 16, 2008 (hereinafter, "Amendment No. 4"), April 1, 2009 (hereinafter, "Amendment No. 5"), November 10, 2009 (hereinafter, "Renewal and Amendment No. 6"), February 3, 2010 (hereinafter, "Amendment No. 7"), June 29, 2010 (hereinafter, "Amendment No. 8"), September 29, 2010 (hereinafter, "Amendment No. 9"), December 29, 2010 (hereinafter, "Amendment No. 10"), February 8, 2011 (hereinafter, "Amendment No. 11"), June 28, 2011 (hereinafter, "Amendment No. 12"), December 15, 2011 (hereinafter, "Amendment No. 13"), and June 20, 2012 (hereinafter, "Amendment No. 14"); and

**WHEREAS**, PROJECT APPLICANT has applied to the County for approval of various development permits for the Harper Canyon Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (hereinafter, "EIR"); and

**WHEREAS**, County engaged Pacific Municipal Consultants (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

**WHEREAS**, the EIR has not been completed; and

**WHEREAS**, additional time and funding is required for additional tasks which have been identified and are associated with revisions to the Final EIR and staff report, and presentation at various meetings to complete the EIR; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$40,925.00 and extend the term to March 31, 2013 to continue to allow funding by the PROJECT APPLICANT to the County for costs incurred by the CONTRACTOR and County departments for services identified in the Agreement and as amended by this Amendment No. 15.

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

Page 1 of 6  
Amendment No. 15 to the Reimbursement and Funding Agreement  
Harper Canyon Realty, LLC  
Harper Canyon Subdivision EIR  
RMA - Planning Department  
Term: September 13, 2005 - March 31, 2013  
Not to Exceed: \$294,245.50

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 between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibits "1", "1A", "1B", "1C" and "1D", and incorporated herein by reference as if fully set forth.
2. Amend the first sentence of Paragraph 1, "Engagement of CONTRACTOR", to read as follows:

COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated September 13, 2005, attached hereto and incorporated by this reference as Exhibits "1", "1A", "1B", "1C" and "1D".
3. Amend Paragraph 2.a., "CONTRACTOR's Invoices", to read as follows:
  - a. PROJECT APPLICANT shall reimburse/fund COUNTY the full cost of employing CONTRACTOR in accordance with the terms of Exhibits "1", "1A", "1B", "1C" and "1D" of this AGREEMENT.
4. Amend Paragraph 2.b., "COUNTY Surcharge", to add the following:
  - b. For AMENDMENT NO. 15, PROJECT APPLICANT shall deposit with COUNTY an additional sum equal to ten percent (10%) of the amount of \$24,000.00 of the CONTRACTOR's total Base Budget increase of \$33,500.00. This additional Surcharge amount equals \$2,400.00 and will be charged against on a time and material basis for COUNTY staff time for project management and contract administration. The remaining amount of \$9,500.00 of the CONTRACTOR's total Base Budget increase of \$33,500.00 will not be assessed a COUNTY Surcharge.
5. Amend Paragraph 2.c., "Project Contingency", to read as follows:
  - c. An additional fifteen percent (15%) is added to CONTRACTOR's PROJECT budget for contingencies. This 15% contingency is increased by \$5,025.00 for a total amount not to exceed \$25,215.15, and is subject to the procedures in *Transfer from Project Contingency Account specified in "Exhibits A, A-1, A-2, A-3 and A-4, Scope of Services/Payment Provisions, for the Harper Canyon Subdivision Environmental Impact Report"*, of AGREEMENT between COUNTY and CONTRACTOR, included herein as Exhibits "1", "1A", "1B", "1C" and "1D".

6. Amend Paragraph 2, "Reimbursement/Funding", under "Maximum Reimbursement/Funding Under AGREEMENT", to read as follows:

The maximum which may be charged to PROJECT APPLICANT under this AGREEMENT is increased by \$40,925.00 for a total amount not to exceed \$294,245.50.

CONTRACTOR's Base Budget:	\$196,689.00
CONTRACTOR's Base Budget (not subject to COUNTY Surcharge):	\$ 9,500.00
COUNTY Surcharge:	\$ 62,841.35
Project Contingency:	\$ 25,215.15
<u>Maximum to be Reimbursed/Funded Under AGREEMENT:</u>	<u>\$294,245.50</u>

7. Amend Paragraph 2.d., "Reimbursement/Funding Procedures", to add the following:

3. Reimbursement Procedures for AMENDMENT NO. 15 to the Professional Services Agreement

CONTRACTOR shall submit an official invoice to COUNTY based on completion of deliverables. Invoices shall provide a detailed breakdown of the time worked on each completed task, the person completing the work, the hourly rates, and expenses. A maximum COUNTY surcharge levied at ten percent (10%) of \$24,000.00 of the CONTRACTOR'S total Base Budget increase of \$33,500.00, in an amount not to exceed \$2,400.00, will be charged on a time and materials basis for COUNTY staff time. This surcharge is to cover the additional expense of COUNTY project management and contract administration. Any unused portion of this surcharge is refundable.

8. Amend Paragraph 2, "Reimbursement/Funding", to add the following:

- g. Deposits to Fund AMENDMENT NO. 15 to the Professional Services Agreement and Applicable Surcharge

PROJECT APPLICANT shall deposit an amount equal to the CONTRACTOR's Base Budget and COUNTY Surcharge allocated to the Planning Department and the Department of Public Works (based on ten percent (10%) of \$24,000.00 of the CONTRACTOR's total Base Budget increase of \$33,500.00 and charged on a time and materials basis). This amount totals \$35,900.00 and includes:

\$33,500.00	CONTRACTOR's Base Budget; and
\$ 2,400.00	Planning Department; and
\$ 0.00	Department of Public Works.

PROJECT APPLICANT shall deposit an amount of \$35,900.00 with COUNTY Planning Department upon approval of AMENDMENT NO. 15 by the County of Monterey Board of Supervisors acting of behalf of the County, currently scheduled for December 4, 2012.

PROJECT APPLICANT's deposit of \$35,900.00 with COUNTY shall be a condition precedent to COUNTY's obligation under this AGREEMENT.

9. Amend Paragraph 5, "Term", to read as follows:

AGREEMENT shall become effective September 13, 2005 and continue through March 31, 2013, unless terminated pursuant to Paragraph 6 of AGREEMENT.

10. Amend the first sentence of Paragraph 6, "Termination", to read as follows:

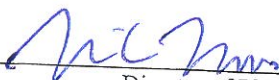
AGREEMENT shall terminate on March 31, 2013, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

11. All other terms and conditions of the Agreement remain unchanged and in full force.

12. This Amendment No. 15 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 15 as follows:

**THE COUNTY OF MONTEREY**

By:   
Director of Planning

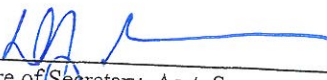
Date: 12/21/12

**PROJECT APPLICANT\***

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

Its: BURTON N FORESTER, PRESIDENT  
(Printed Name and Title)

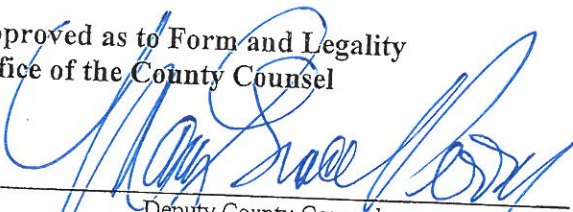
Date: Oct. 17, 2012

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

Its: DEBORAH J ARVEJEN SECRETARY  
(Printed Name and Title)

Date: OCT 16, 2012

Approved as to Form and Legality  
Office of the County Counsel

By:   
Deputy County Counsel

Date: 11-15-2012

\*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 1D**

**AMENDMENT NO. 15 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
PACIFIC MUNICIPAL CONSULTANTS  
AND THE COUNTY OF MONTEREY  
FOR THE  
HARPER CANYON SUBDIVISION EIR**

Page 6 of 6

Amendment No. 15 to the Reimbursement and Funding Agreement

Harper Canyon Realty, LLC

Harper Canyon Subdivision EIR

RMA – Planning Department

Term: September 13, 2005 – March 31, 2013

Not to Exceed: \$294,245.50

**AMENDMENT NO. 15  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PACIFIC MUNICIPAL CONSULTANTS**

THIS AMENDMENT NO. 15 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Pacific Municipal Consultants (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on October 6, 2005 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1"), December 27, 2007 (hereinafter, "Amendment No. 2"), April 24, 2008 (hereinafter, "Amendment No. 3"), October 16, 2008 (hereinafter, "Amendment No. 4"), April 15, 2009 (hereinafter, "Amendment No. 5"), November 10, 2009 (hereinafter, "Amendment No. 6"), February 3, 2010 (hereinafter, "Amendment No. 7"), June 29, 2010 (hereinafter, "Amendment No. 8"), September 29, 2010 (hereinafter, "Amendment No. 9"), December 29, 2010 (hereinafter, "Amendment No. 10"), February 8, 2011 (hereinafter, "Amendment No. 11"), June 28, 2011 (hereinafter, "Amendment No. 12"), December 15, 2011 (hereinafter, "Amendment No. 13"), and June 20, 2012 (hereinafter, "Amendment No. 14"); and

WHEREAS, the Harper Canyon Subdivision Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

WHEREAS, additional time and funding is required for additional tasks which have been identified and are associated with revisions to the Final EIR and staff report, and presentation at various meetings to complete the EIR; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$38,525.00 and extend the term to March 31, 2013 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 15.

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

1. Amend the first sentence of 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, A-2, A-3 and A-4 in conformity with the terms of this Agreement.

Amendment No. 15 to Professional Services Agreement  
Pacific Municipal Consultants  
Harper Canyon Subdivision EIR  
RMA - Planning Department  
Term: August 30, 2005 - March 31, 2013  
Not to Exceed: \$231,404.15

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, A-2, A-3 and A-4, 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 \$231,404.15.

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

The term of this Agreement is from August 30, 2005 to March 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".

5. The "Project Schedule" referenced in Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through March 31, 2013 for completion of revisions to the Final EIR and staff report, and meeting attendance, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 15 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 15 to Professional Services Agreement  
Pacific Municipal Consultants  
Harper Canyon Subdivision EIR  
RMA - Planning Department  
Term: August 30, 2005 - March 31, 2013  
Not to Exceed: \$231,404.15



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 15 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR\*

By: [Signature]  
Director of Planning

Pacific Municipal Consultants  
Contractor's Business Name

Date: 12/26/12

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

Its: Philip O. Carter, President  
(Printed Name and Title)

Date: 9-26-12

Approved as to Form and Legality  
Office of the County Counsel

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

By: [Signature]  
Deputy County Counsel

Its: Jennifer LeBocuf, Secretary  
(Printed Name and Title)

Date: 11-15-2012

Date: 9-26-12

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 9-28-12

Approved as to Indemnity, 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.

Amendment No. 15 to Professional Services Agreement  
Pacific Municipal Consultants  
Harper Canyon Subdivision EIR  
RMA - Planning Department  
Term: August 30, 2005 - March 31, 2013  
Not to Exceed: \$231,404.15

*[Handwritten initials]*

## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 1. Revise/Update Final EIR.

In preparing for the October 2010 Planning Commission meeting, staff and Pacific Municipal Consultants (PMC) were preparing several "errata" changes to the June 2010 Final EIR for the Harper Canyon Subdivision. Instead of preparing errata to the document, we instead recommend updating the body of the Final EIR to make any necessary revisions to EIR text and/or specific responses to comments. Revisions will include clarifications regarding groundwater basin descriptions, traffic mitigation (to be consistent with other projects in the Highway 68 corridor), and to provide additional background and a description of the water system infrastructure and tie-ins (including the necessary Department of Public Health permit amendment) between the Oaks and Harper Canyon subdivisions. The relationship between the Harper Canyon subdivision and previously recorded Broccoli subdivision, as well as the need for easements and road improvements on adjacent parcels, will also be discussed.

### Task 2. Prepare Updated Planning Commission Staff Report.

Similar to the Final EIR, the October 2010 staff report was in the process of being updated leading up to the hearing date to reflect changes to mitigation measures and conditions of approval. We recommend preparing a new staff report with all final mitigation measures, conditions and findings for County review. The staff report will also include the infrastructure description, historical information regarding the Oaks, Broccoli and Harper Canyon Subdivisions, and the recent Public Utilities Commission (PUC) decision supporting the proposed operation of the water system. Additional or modified conditions of approval may be necessary to reflect the pending memorandum of understanding between the County and Cal Am regarding water monitoring, as well as the disposition of the Harper Canyon well lot relative to recordation of the subdivision.

### Task 3. Planning Commission and Board of Supervisors Hearings.

PMC will assume participation in up to four (4) hearings from this point forward. Based on past experience, participation assumes coordination with Staff prior to the hearings to prepare, discuss strategy and resolve issues, coordination with affected agencies, occasional staff-level meetings and/or phone conferences, updating staff reports (as necessary for each hearing), and attendance of two (2) PMC staff members (Stearn and Lapham) at each meeting.

### Task 4. Presentation Materials.

PMC will assist Staff to prepare graphics and presentation materials, including PowerPoint presentations, to help structure Staff's presentations and support the hearing process. Based on past experience, presentation materials will be required for each of the four (4) hearings.

EXHIBIT A-4 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

Budget Task	Hours	Budget
1. Revise/Update FEIR	80	\$12,000
2. Prepare Updated Staff Report	40	\$ 6,000
3. PC/BOS Hearings	80	\$12,000
4. Presentation Materials	20	\$ 3,000
Document Printing/Direct Costs	n/a	\$ 500
<b>Total</b>	<b>220</b>	<b>\$33,500</b>

Items Numbered 2 and 4 above are classic staff functions that PMC will be carrying the weight on in this contract. Therefore, it would not be appropriate to levy a County administrative surcharge on these items to the client.

*Per*

## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

Invoices for services performed under the AGREEMENT shall be submitted based upon completion and delivery of the final product and shall include the following:

#### 1. Invoice Coversheet

*Pacific Municipal Consultants  
Harper Canyon Subdivision EIR*

*Original Agreement Term: August 30, 2005 to December 31, 2006*

*Original Agreement Amount: \$ 146,459.40 (\$127,356.00 base budget plus \$19,103.40 project contingency)*

*Amendment No. 1: \$ 8,331.75 (\$7,245.00 base budget plus \$1,086.75 project contingency)  
Extension of Term to December 31, 2007*

*Amendment No. 2: Extension of Term Only to June 30, 2008*

*Amendment No. 3: Extension of Term Only to September 30, 2008*

*Amendment No. 4: Extension of Term Only to March 31, 2009*

*Amendment No. 5: Extension of Term Only to September 30, 2009*

*Renewal and  
Amendment No. 6: \$ 26,580.00 (\$26,580.00 base budget plus \$0.00 project contingency)  
Extension of Term to January 31, 2010*

*Amendment No. 7: Extension of Term Only to June 30, 2010*

*Amendment No. 8: Extension of Term Only to September 30, 2010*

*Amendment No. 9: Extension of Term Only to December 31, 2010*

*Amendment No. 10: \$ 11,508.00 (\$11,508.00 base budget plus \$0.00 project contingency)  
Extension of Term to February 15, 2011*

*Amendment No. 11: Extension of Term Only to June 30, 2011*

*Amendment No. 12: Extension of Term Only to December 31, 2011*

*Amendment No. 13: Extension of Term Only to June 30, 2012*

*Amendment No. 14: Extension of Term Only to December 31, 2012*

*Amendment No. 15: \$ 38,525.00 (\$33,500.00 base budget plus \$5,025.00 project contingency)  
Extension of Term to March 31, 2013*

*Total Agreement  
Amount: \$231,404.15 (\$206,189.00 base budget plus \$25,215.15 project contingency)*

EXHIBIT A-4 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

<i>This Invoice:</i>	\$ 12,000.00	Revise/Update FEIR	_____
	\$ 6,000.00	Prepare Updated Staff Report	_____
	\$ 12,000.00	PC/BOS Hearings	_____
	\$ 3,000.00	Presentation Materials	_____
	\$ 500.00	Document Printing/Direct Costs	_____
<b>GRAND TOTAL OF NEW TASKS:</b>			\$33,500.00

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_ Date: \_\_\_\_\_  
Taven M. Kinison Brown, Senior Planner

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

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 by \$5,025.00 for a total contingency amount of \$25,215.15) requires the prior written approval of the Director of the Monterey County Planning and Building Inspection 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 and Building Inspection Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning and Building Inspection Department or the Chief 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.

#### EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Unless he denies the recommended transfer, the Director or Chief Assistant Director of Planning and Building Inspection 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 and Building Inspection Department or the Chief 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.

pw

**EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

The Project Applicant has approved the following proposed additional tasks for the completion of the Harper Canyon Subdivision EIR project:

Task 7 - Provide Assistance with Preparation of the Project Staff Report \$ 4,500

Task 8 - Prepare Hydrogeologic Cross Sections for El Toro to Salinas Valley through Subcontracting with Geosyntec Consultants Inc. \$ 7,008

- a) Compile and Review Geologic and Hydrogeologic Information
- b) Prepare Cross Sections
- c) Prepare Graphics and Documentation

**TOTAL: \$11,508**

*ph*

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services performed under the AGREEMENT shall be submitted based upon completion and delivery of the final product and shall include the following:

1. Invoice Coversheet

*Pacific Municipal Consultants  
Harper Canyon Subdivision EIR*

*Original Agreement Term: August 30, 2005 to December 31, 2006*

*Original Agreement Amount: \$ 146,459.40 (\$127,356.00 base budget plus \$19,103.40 project contingency)*

*Amendment No. 1: \$ 8,331.75 (\$7,245.00 base budget plus \$1,086.75 project contingency)  
Extension of Term to December 31, 2007*

*Amendment No. 2: Extension of Term Only to June 30, 2008*

*Amendment No. 3: Extension of Term Only to September 30, 2008*

*Amendment No. 4: Extension of Term Only to March 31, 2009*

*Amendment No. 5: Extension of Term Only to September 30, 2009*

*Renewal and  
Amendment No. 6: \$ 26,580.00 (\$26,580.00 base budget plus \$0.00 project contingency)  
Extension of Term to January 31, 2010*

*Amendment No. 7: Extension of Term Only to June 30, 2010*

*Amendment No. 8: Extension of Term Only to September 30, 2010*

*Amendment No. 9: Extension of Term Only to December 31, 2010*

*Amendment No. 10: \$ 11,508.00 (\$11,508.00 base budget plus \$0.00 project contingency)  
Extension of Term to February 15, 2011*

*Total Agreement  
Amount: \$192,879.15 (\$172,689.00 base budget plus \$20,190.15 project contingency)*

*This Invoice: \$ 4,500.00 Assistance with Preparation of Project Staff  
Report*

*\$ 7,008.00 Prepare Hydrogeologic Cross Sections*

*GRAND TOTAL OF NEW TASKS:*

*\$11,508.00*

*Remaining Balance*

*Approved as to Work/Payment:*

*Alana S. Knaster, RMA Deputy Director*

*Date:*



**EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

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**

No Project Contingency is available for Amendment No. 10 to the Professional Services Agreement.

PW



EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

September 16, 2009

Taven Kinison Brown  
Planning Services Manager  
MONTEREY COUNTY  
Resource Management Agency  
Planning Department  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

**SUBJECT: HARPER CANYON/ENCIÑA HILLS SUBDIVISION EIR -  
ADDITIONAL BUDGET REQUIRED**

Dear Taven:

This letter confirms our previous letter from May 12. Per our recent conversations with you and county contract administrators, we understand at this time that the budget for the Harper Canyon/Encina Hills EIR project, including all approved amendments, has been billed and expended in full. In addition, we understand that the County is currently pursuing contingency funds in order to address our two most recent invoices.

The sequence of events and scope of additional work required on the project up through the public review DEIR has been documented in our letter of February 26, 2009. At this time, and per the County's request, the purpose of this letter is to document the effort required to finish the EIR process through to hearings, including the revision and recirculation of at least one EIR section (Traffic) to address issues raised by the County.

In terms of project status, we are in receipt of the County's consolidated comments, and have made several edits to the Response to Comments accordingly. The following is a summary of the effort and budget required to move the project forward from this point.

**Revisions to FEIR/Response to Comments.** PMC has made several editorial changes to the administrative draft response to comments. There are several additional comments, however, that will require additional consultation with County staff and/or the applicant in order to complete the response and address issues raised by staff.

*Hours and Budget Required: 40 hours (\$5,400)*

**Revise and Recirculate Traffic Section.** PMC will make revisions to the Traffic and Circulation section of the DEIR based on issues identified by the County regarding ultimate traffic mitigation strategies. This task will involve revising the section per county comments, coordinating with traffic consultant regarding revisions to the technical report, preparing a notice for recirculation, and responding to new traffic-related

pi

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

comments received upon conclusion of the 45-day review period. PMC will clarify any remaining comments/questions with County staff.

*Hours and Budget Required: 70 hours (\$9,450)*

**Meetings and Hearings.** We estimate this project will require up to four public hearings and four additional staff level meetings to coordinate and prepare. Staff level meetings include meetings to discuss traffic section revisions.

*Hours and Budget Required: 50 hours (\$6,750)*

**Mitigation Monitoring Program.** We do not anticipate any changes to scope or budget for this task.

**Printing Costs.** PMC passes through direct printing costs on EIR projects, including a standard 10% mark-up. Printing will include copies of the recirculated materials, as well as the FEIR document.

*Budget Required: (estimate \$1,980)*

**Subconsultant Costs.** PMC will need to consult with Hatch-Mott MacDonald (formerly Higgins Associates) regarding the revisions to the Traffic and Circulation Section, amendments to Hatch-Mott's final report, and any additional responses to public comment generated from the recirculated EIR section.

*Budget Required: \$3,000*

*Total Budget Through to Project Decision: \$26,580*

Please let us know if you have questions regarding this information and amendment request. Before recirculating any portion of the EIR, we would like to have a face to face meeting with you to review your comments and ensure that no other sections (such as Aesthetics) warrant recirculation. Thank you for your continued assistance on this matter.

Sincerely,

P M C



**EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PAYMENT PROVISIONS**

Invoices for services performed under the AGREEMENT shall be submitted based upon completion and delivery of the final product and shall include the following:

1. **Invoice Coversheet**

*Pacific Municipal Consultants  
Harper Canyon Subdivision EIR*

*Agreement Term: August 30, 2005 to January 31, 2010*

*Agreement Amount: \$ 146,459.40 (\$127,356.00 base budget plus \$19,103.40 project contingency)*

*Amendment No. 1: \$ 8,331.75 (\$7,245.00 base budget plus \$1,086.75 project contingency)*

*Amendment No. 2: Extension of term*

*Amendment No. 3: Extension of term*

*Amendment No. 4: Extension of term*

*Amendment No. 5: Extension of term*

*Renewal and  
Amendment No. 6: \$ 26,580.00 (\$26,580.00 base budget plus \$0.00 project contingency)  
Extension of Term*

*Total Agreement  
Amount: \$181,371.15 (\$161,181.00 base budget plus \$20,190.15 project contingency)*

<i>This Invoice:</i>	\$ 5,400.00	<i>Revisions to FEIR/Response to Comments</i>	_____
	\$ 9,450.00	<i>Revise and Recirculate Traffic Section</i>	_____
	\$ 6,750.00	<i>Meetings and Hearings</i>	_____
	\$ 0,000.00	<i>Mitigation Monitoring Program</i>	_____
	\$ 1,980.00	<i>Printing Costs</i>	_____
	\$ 3,000.00	<i>Subconsultant Costs</i>	_____
<i>Grand Total:</i>	\$ 26,580.00		

*Remaining Balance \$ \_\_\_\_\_*

*Approved as to Work/Payment: \_\_\_\_\_  
Elisa V. Cavaliere, Associate Planner*

\_\_\_\_\_  
*Date*

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

*PW*

**EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**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**

No Project Contingency is available for Renewal and Amendment No. 6.

*Per*

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

PMC

October 5, 2006

Ms. Laura Lawrence  
Acting Planning and Building Services Manager  
County of Monterey Planning and Building Inspection Department  
168 W. Alisal Street, 2nd Floor  
Salinas, CA 93901

Subject: Additional Scope and Cost for Traffic Impact Analysis for the  
Harper Canyon/Encina Hills Subdivision Environmental Impact  
Report

Dear Laura:

The purpose of this letter is to document and justify an additional charge that will be incurred by our traffic sub-consultant Higgins Associates to address traffic related comments raised by Caltrans on the traffic impact analysis. Since publication of the traffic analysis by Higgins Associates in December 2005, Caltrans has requested that different saturation flow rates be used by Higgins Associates along State Route 68 than those used in the original traffic analysis. Based on the saturation flow rates provided by Caltrans, Higgins Associates would update the traffic impact analysis for the following conditions: Existing Conditions, Background Conditions, Project Conditions, and Cumulative Conditions. Based on the results, Higgins Associates would update the report (dated December 22, 2005) to incorporate the revised analysis for review by PMC and Monterey County staff. PMC would subsequently update Section 3.10, Traffic and Circulation of the Administrative Draft EIR, based on the results of the report prior to publication of the Draft EIR for public review.

The value of this process and the extra effort involved is the assurance of a highly defensible Environmental Impact Report. Based upon the above, we respectfully request that this information be forwarded to the project applicant to exercise the project contingency. The total cost for an update to the traffic impact analysis, as well as subsequent changes by PMC to Section 3.10, Traffic and Circulation of

[www.pacificmonterey.com](http://www.pacificmonterey.com)

GHICO  
140 Independence Circle  
Suite C  
Chico, CA 95973  
(530) 884-8459 Phone  
(530) 884-6459 Fax

DAVIS  
1590 Drew Avenue  
Suite 120  
Davis, CA 95616  
(530) 760-7076 Phone  
(530) 750-2811 Fax

LOS ANGELES  
21171 S. Western Avenue  
Suite 200  
Torrance, CA 90503  
(310) 224-4600 Phone  
(310) 320-5772 Fax

MONTEREY  
585 Cannary Row  
Suite 804  
Monterey, CA 93940  
(831) 844-8174 Phone  
(831) 844-7686 Fax

MT. SHASTA  
508 Chestnut Street  
Suite A  
Mt. Shasta, CA 95067  
(530) 926-4059 Phone  
(530) 926-4279 Fax

OAKLAND  
1440 Broadway  
Suite 100B  
Oakland, CA 94612  
(510) 272-4491 Phone  
(510) 268-9207 Fax

PHOENIX  
1616 E. Indian School Road  
Suite 440  
Phoenix, AZ 85016  
(602) 278-1380 Phone  
(602) 278-1326 Fax

RANCHO CORDOVA  
10481 Old Placerville Road  
Suite 110  
Sacramento, CA 95827  
(916) 867-8384 Phone  
(916) 867-1574 Fax

SAN DIEGO  
10951 Sorrento Valley Road  
Suite 1-A  
San Diego, CA 92121  
(619) 458-3602 Phone  
(619) 458-3628 Fax

1-866-828-6762

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

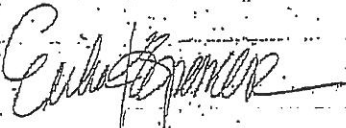
the Environmental Impact Report would be \$7,245.00. This includes a ten percent mark-up for Higgins Associates for administration purposes. A copy of Higgins Associates budget amendment (dated October 3, 2006) is attached to this letter.

<u>Consultant</u>	<u>Budget Increment</u>
Higgins Associates	\$5,995.00
PMC	\$1,250.00
Total	\$7,245.00

Thank you very much for your consideration of this request. Please call me at (831) 644-9174, Extension 209 if you have any questions.

Sincerely,

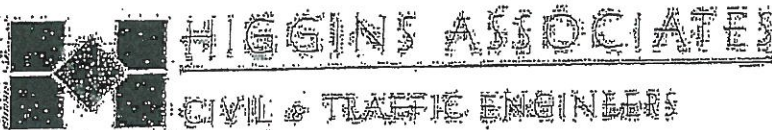
PACIFIC MUNICIPAL CONSULTANTS



Erika Spencer  
Senior Planner



EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT REVISIONS



October 4, 2006

Trisha Spencer  
Pacific Municipal Consultants  
535 Cannery Row, Ste. B04  
Monterey, CA 93940

Re: Harper Canyon / Encina Hills Subdivision Revised Saturation Flow Rate Analysis,  
County of Monterey, California

Dear Trisha,

As we discussed during our phone conversation earlier today, this is a request for a contract amendment to provide traffic engineering services to revise the traffic impact analysis for the Harper Canyon / Encina Hills Subdivision Traffic Study in the County of Monterey, California. The project site of approximately 164 acres would be developed as 17 market-rate single-family homes and one remainder parcel, approximately 120 acres in size that will be open space and will be located off of San Benancio Road south of SR-68.

As you know, Higgins Associates prepared a draft traffic impact analysis report for the Harper Canyon / Encina Hills Subdivision which was completed on December 22, 2005. For that report, we had been instructed by Monterey County staff to use the same saturation flow rates used for the recent Comal de Tierra Mixed-Use Development traffic study, which we did. Subsequently, we have received comments from Jim McKee at Caltrans via a telephone call on August 24, 2006 regarding the saturation flow rates along SR-68. Caltrans is requesting that we use different saturation flow rates in our analysis along SR-68 than were used in the Harper Canyon / Encina Hills Subdivision traffic impact analysis. We could ignore Caltrans' request and respond to Caltrans that the analysis is consistent with the previous report and County instruction and it is too late to change. However, we have recently commenced the traffic analysis for the Hemlock Ranch and are required to use the new factors for that study. We will then have contradictory results on two concurrent studies.

It is therefore necessary that the Harper Canyon / Encina Hills Subdivision Traffic Impact Analysis Report be revised to incorporate the requests made by Caltrans. This will require revising the analysis and updating the report accordingly.

As you will recall, the report included the following study intersections and road segments:

Intersections:

1. Highway 68 / Highway 218
2. Highway 68 / Zoak Street
3. Highway 68 / Pasadera / Boots Street
4. Highway 68 / Laureles Grade
5. Highway 68 / Comal Del Tierra Road
6. Highway 68 / San Benancio Road

LA2005-03-Proposals-6-11-06-11-10-11.doc

1300-B Busk Street - Gilroy, California - 95020-4738 - voice/408-848-6122 - fax/408-848-2202 - www.higgins.com



## EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

Patricia Spencer  
October 4, 2006  
Page 2.

### Segments:

1. Highway 68 between San Lorenzo Road and Comal del Tierra
2. Highway 68 between Comal del Tierra and Laurelton Grade
3. Highway 68 between Laurelton Grade and Pasadero / Boots Road
4. Highway 68 between Pasadero / Boots Road and York Road

The following scope of work is proposed for this project:

### Task 1 - Revised Analysis of Existing Traffic Conditions

Existing traffic conditions level of service analysis will be performed for the study intersections using the saturation flow rates specified by Caltrans.

### Task 2 - Revised Analysis of Background Traffic Conditions

Background traffic conditions level of service analysis will be performed for the study intersections using the saturation flow rates specified by Caltrans.

### Task 3 - Revised Analysis of Project Traffic Impacts

Background plus project traffic conditions level of service analysis will be performed for the study intersections using the saturation flow rates specified by Caltrans.

### Task 4 - Revised Analysis of Cumulative Traffic Conditions

Cumulative traffic conditions level of service analysis will be performed for the study intersections using the saturation flow rates specified by Caltrans.

### Task 5 - Revised Mitigation Measures

Based on the results of the analysis using the revised saturation flow rates, improvements required for the various analysis conditions will be revised where necessary.

### Task 6 - Revised Report Documentation

The Harper Canyon / Prisma Hills Subdivision traffic impact analysis report dated December 22, 2005 will be revised to incorporate the revised analysis. This will also include revising all tables and graphics included in the report as necessary. The report will be prepared for review by you and County of Monterey staff. If appropriate, comments will be incorporated into a final draft for public review.

Table C Proposals 6-11A-C-L-RR1-RR2

*dw*

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

Edna Spence  
October 4, 2006  
Page 3

Not included in the above scope of work are design of any roadway feature or traffic control device, additional analysis required by any governmental agency, attendance at meetings, attendance at public hearings, meetings with representatives from other public agencies, evaluation of separate project phases, project alternatives for or off street parking analysis, preparation of cost estimates for mitigation measures or design alternatives, preparation of cost allocation formulas for mitigation measures and more that the topic of any final and final report.

**Budget**

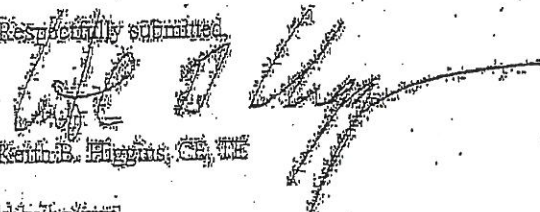
The total fee for completing the scope of work is \$3,450,000. This budget will not be exceeded without your approval.

Terms of payment shall correspond with your contract with the Client. Work beyond the above scope will be billed on a time and expenses basis in accordance with the attached 2006 Fee Schedule. This proposal is valid for 90 days. The Fee Schedule and corresponding projections may also be adjusted in extensive delays outside of the Consultant's control are incurred in the commencement or during the execution of the project. Invoices will be deemed accurate and accepted by the client unless questions are submitted in writing to Higgins Associates within 14 days of the date of the invoice.

All proposed work tasks will be completed with due diligence in a timely manner. If the scope of work, services, fee and schedule, and terms of payment are acceptable, please sign and return a copy of the attached authorization to Robert Spence.

If you have any questions regarding the contents of this proposal or need additional information, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you with this project.

Respectfully submitted

  
Keith B. Higgins, CE, PE

cc: the firm  
enclosures

10200504 Proposals to Client, P01.doc

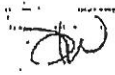


EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal To Provide Professional Traffic Engineering Services  
 Harper Canyon, Fort Collins, Subdivision Revised Saturation Flow Rate Analysis  
 Highways Association  
 October 4, 2008

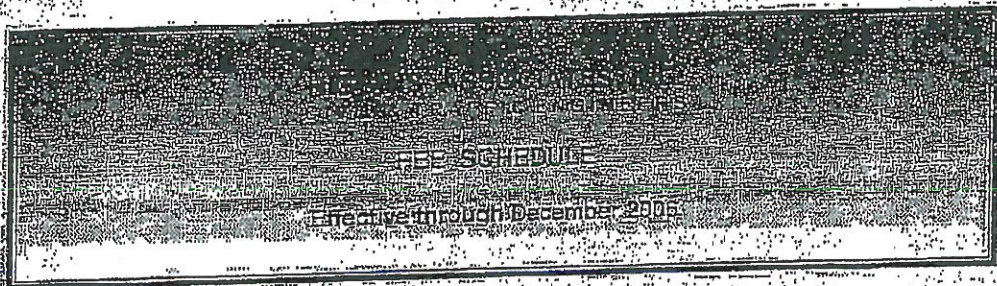
Project Work Items	Personnel and Hourly Billing Rates						Total Hour	Total Fee
	President	Principal Associate	Associate Engineer	Assistant Engineer	CAAB Technician	Support Tech.		
1. Review Analysis of Existing Conditions	\$216	\$172	\$132	\$110	\$94	\$42	4	\$472
2. Review Analysis of Background Conditions							8	\$840
3. Review Analysis of Project Traffic Metrics							8	\$840
4. Review Analysis of Cumulative Traffic Conditions							10	\$1080
5. Review Mitigation Measures							4	\$472
6. Review Report Development							13	\$1406
<b>Total Hours</b>	0	0	0	40	2	0	47	\$5,400
Mileage								\$0
Printing								\$0
<b>TOTAL FEE</b>								\$5,400

NOTE: This estimate is based on four rates, all equal to \$112.50 per hour.

06/06/08

DW

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS



**PERSONNEL**

Classification	Rate/Hour
President	\$215
Principal Associate	\$175
Senior Associate	\$155
Senior Consultant	\$155
Senior Planner / Senior Urban Modeler	\$155
Associate Engineer	\$125
Associate Planner	\$115
Assistant Engineer	\$105
Assistant Planner	\$105
Senior CAD Technician	\$105
CAD Technician / Designer	\$95
Assistant CAD Technician	\$85
Clerical	\$75
Traffic Count Supervisor / Field Technician	\$75
Messenger / Traffic Count Technician	\$75
Maintenance / Consultation	\$75
Expert Witness (Rates Available on Request)	

**SUB-CONSULTANTS**

Professional Services by Others	Cost + 10%
---------------------------------	------------

**EXPENSES**

Materials, External Copying & Printing, Phone, Fax	Cost + 15%
Internal Copying - Letter Size (per single-sided page + labor)	\$0.10
Internal Copying - Ledger Size (per single-sided page + labor)	\$0.25
Large Sheet Prints - Bond or Blue Ink (per D size sheet + labor)	\$2.00
Large Sheet Plots - Vellum (per D size sheet + labor)	\$4.00
Large Sheet Plots - Mylar (per D size sheet + labor)	\$6.00
Delivery/Carrier Service	Cost + 15%
Auto Expenses (per mile)	\$0.55
Travel Expenses	Cost + 10%

*DW*

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services performed under the AGREEMENT shall be submitted monthly and shall include the following:

1. Invoice Coversheet

*Pacific Municipal Consultants  
Harper Canyon Subdivision EIR*

Date: \_\_\_\_\_

Invoice No. \_\_\_\_\_

*Contract Term: August 30, 2005 -- December 31, 2007*

*Contract Amount: \$154,791.15  
(\$134,601 base budget plus \$20,190.15 project contingency)*

*Prior Invoices: \$ \_\_\_\_\_  
(under this contract)*

*This Invoice: \$ \_\_\_\_\_*

*Remaining Balance \$ \_\_\_\_\_*

*Approved as to Work: \_\_\_\_\_  
Laura Lawrence, Project Planner*

\_\_\_\_\_  
Date

*Approved for Payment: \_\_\_\_\_  
Laura Lawrence, Project Planner*

\_\_\_\_\_  
Date

All Invoices are to be sent to:

Jaime Martinez, Accounting Technician  
Monterey County Resource Management Agency  
Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

Personal Deliveries to:  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

*DL*

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### 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 (total contingency of \$20,190.15) requires the prior written approval of the Director of the Monterey County Planning and Building Inspection 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 and Building Inspection Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning and Building Inspection Department or the Chief 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 Chief Assistant Director of Planning and Building Inspection 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 and Building Inspection Department or the Chief 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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

PMC

PACIFIC MUNICIPAL  
CONSULTANTS

HARPER CANYON (ENCINA HILLS) SUBDIVISION EIR  
PROPOSED SCOPE OF WORK

June 22, 2005

Project Approach

For the Harper Canyon EIR, PMC will build upon 2003 Initial Study and Mitigated Negative Declaration. The analysis within each section of the Initial Study will be expanded and reformatted into an EIR chapter to provide an adequate level of detail and discussion needed to support the EIR.

As discussed with County staff, many of the technical reports previously prepared for this project will be used to support the EIR. However, at a minimum, the EIR effort will include an update the traffic impact analysis (Higgins Associates) and biological resource assessment (Zander Associates).

For this assignment, PMC will dedicate the same staff members (Tad Stearn, Erika Spencer and Pam Lapham) that are currently working on the nearby Wang Subdivision EIR. This staffing approach should result in greater efficiency as some of the issues and approach to mitigation will be similar.

Specific tasks to complete the EIR process are detailed below.

Task 1 Data Collection and Project Start-Up

Data Collection and Field Reconnaissance. Upon notice to proceed, PMC will collect, review and organize all relevant data for the project including available technical studies, all relevant planning and policy documents, and correspondence from the applicant and County staff. From our previous work we have most of this data in our files already. PMC will take the opportunity to conduct a site visit and photograph the entire project site and the surrounding area to update our records. We anticipate an initial meeting with the County and the applicant as part of this task.

Notice of Preparation and Scoping. PMC will prepare a Notice of Preparation (NOP) for staff review and distribution to affected agencies and interested parties. We recommend that the NOP include an overview of the project and an outline of the scope of the EIR. For this project we do not propose to hold a scoping meeting, as the environmental issues and extensive commentary on the project are already a matter of public record. Should the

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

county require a scoping meeting as a matter of process, PMC will organize and conduct the meeting with staff's assistance.

### Task 2 Administrative Draft EIR

An Administrative Draft Environmental Impact Report (ADEIR) will be prepared in conformance with CEQA Guidelines and County requirements. The ADEIR will contain all required components, although the technical analysis will be focused as described below. Ultimate document organization and format, or stylistic deviations from the County's "Sample Table of Contents", will be discussed with County staff. Ten (10) print copies and two (2) electronic copies (CD Rom) of the ADEIR will be delivered to the County for internal review and comment prior to public release of the DEIR. The major analysis sections and areas of concern to be addressed in the Harper Canyon EIR are described below.

#### Executive Summary, Introduction and Project Description

- The Executive Summary will provide a brief synopsis of the EIR findings. This summary will include a brief project overview, summary of significant environmental effects, and mitigation measures and alternatives that would reduce or avoid those effects. Impacts will be organized in a matrix format that clearly identifies accompanying measures and level of significance after mitigation.
- The Introduction will briefly describe the purpose of the document, project background, and the County's environmental review process.

The Project Description will provide a detailed account of the proposal, forming the basis of the analysis, as required by CEQA. This section will include the project location, legal description, and project characteristics, including all aspects of project site planning, required permits and entitlements, construction, phasing, operation and needed infrastructure and services. This section will also contain a statement of the applicant's project objectives.

#### Environmental Impact Analysis

The environmental impact analysis will comprise the majority of the ADEIR. The ADEIR analysis will include the following subjects, as understood through a review of existing materials including technical reports and the Initial Study/Mitigated Negative Declaration.



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Aesthetics and Visual Sensitivity*

This section of the EIR will describe physical attributes and landscape values of the project site and the general vicinity in terms of man-made and natural features, vistas and ridgelines, vegetation, and visibility from Highway 68 and other public viewpoints. PMC will evaluate the project's visual appearance and potential impact relative to its surroundings and County policy. Portions of the project site are designated with the Design Control (DC) zoning overlay, and the County has recognized the entire site as subject to this overlay designation. As indicated in the Initial Study, there are potentially significant impacts associated with visibility from Highway 68. Mitigation measures addressing building envelope location, tree protection and removal, and final road alignment have been recommended. PMC will build on this analysis to ensure that mitigation results in a project that avoids significant visibility impacts from Highway 68 or public viewpoints.

In addition to the visual impacts of development, potential effects from daytime glare and nighttime lighting will be described, and recommendations for reducing glare (such as limitations on lighting and skylights) will be provided.

### *Air Quality*

The air quality analysis of the Initial Study concluded that impacts would be less than significant, based on consistency with the AQMP. However, to take a more conservative approach in the EIR, and based on the fact that the traffic information will be updated, we recommend a basic air quality analysis, as described below.

The existing setting will summarize air quality background information including data on wind, atmospheric conditions, and the transport of pollutants into and out of the air basin. The analysis will describe Federal, State, and local Ambient Air Quality Standards applicable to the proposed project, as well as the current status of air quality planning programs. Potential air emissions from all uses and phases of implementation of the proposed project will be described, following the CEQA Air Guidelines adopted by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) in October 1995 and amended in September 2002. A consistency determination of the proposed project with the Air Quality Management Plan for the Monterey Bay region will be requested from AMBAG.

The Air Quality Impact Analysis will consist of the following and is intended to meet the requirements of the Monterey Bay Unified Air Pollution Control District:

- Prepare a description of the climate and meteorology of the project area, historical air quality data, and current efforts to attain and maintain the State and federal air quality standards.
- Document any existing sources of air pollution in the study area, including mobile sources, stationary sources and sources of toxic air pollutants.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Identify sensitive receptors for air pollutants such as hospitals, convalescent homes, daycare facilities, residences and schools near the project.
- Discuss construction phase emissions including dust, construction worker traffic, and exhaust from heavy-duty gasoline and diesel powered vehicles.
- Prepare an analysis of indirect emission changes with the project using the URBEMIS2002 program.
- Compare total emissions (direct and indirect) to thresholds of significance recommended by the Monterey Bay Unified APCD.
- Examine traffic conditions with and without the project, and determine where the Monterey Bay Unified APCD criteria for carbon monoxide modeling are met.
- Perform CALINE-4 screening for any identified intersections or road segments.
- Address cumulative air quality impacts by determining consistency with the Air Quality Management Plan for the region. A letter requesting such a determination by AMBAG would be prepared and sent.

The EIR section will identify mitigation measures and potential changes to the project, if warranted, to reduce significant air quality impacts to less than significant levels and/or to bring the project into compliance with the Air Quality Management Plan.

### *Biological Resources*

A biological resources report was prepared by Zander Associates in July 2001, with an update in October 2001. Given the time since the last study, Zander Associates will update the study by completing the following tasks:

- Update biological database searches, including the California Natural Diversity Database (CNDDDB) and the California Native Plant Society's Electronic Inventory.
- Conduct a field reconnaissance to confirm that site conditions and habitat types have not substantially changed since the previous work was performed. In the event that changes in site conditions have occurred, they will be documented. Previously surveyed plant locations will be checked during the field reconnaissance but no protocol-level surveys for sensitive plants are proposed, given the time of year the field reconnaissance is anticipated to take place. However, if the potential for impacts to special status species is identified based on current listing status, habitat conditions or other factors, further protocol-level surveys may be necessary. Mitigation will be drafted to specify appropriate measures to avoid or minimize project impacts. Currently acceptable mitigation strategies for protected species will be outlined in this approach.
- The mitigation measures of the Initial Study (pre-construction surveys, native landscaping requirements, and protection of drainage areas) will be updated as necessary and incorporated into the EIR.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Cultural Resources*

An archaeological report was prepared in 1993, with negative findings. PMC's staff archaeologist will review the report for adequacy based upon PMC's current work on the nearby Wang Subdivision, and assuming adequacy, incorporate the study into an expanded chapter of the EIR.

### *Geology, Geotechnical and Soils*

A geological and geotechnical feasibility study was prepared in August 2001 (D&M Consulting Engineers). The findings of that study showed potential impacts associated with erosion, seismic activity and landslides. The Initial Study incorporated mitigation into the project, including the siting of buildings and construction of homesites to avoid areas subject to ground failure. The EIR section would expand on these measures and incorporate the more detailed discussions from the geotechnical report.

### *Groundwater Resources and Hydrogeology*

An updated hydrogeologic report was prepared by Todd Engineers for the Monterey County Department of Environmental Health in July 2003. That updated report included well test information from a new well to determine long term sustainable water supply. The project would be served by this new well, together with an existing well that serves the Oaks Subdivision. The report concludes that the combined water supply would be adequate to serve the project with little potential to affect neighboring wells. However, the report does recommend monitoring of nearby wells to assess the performance of the aquifer over the long term. In addition, the well locations relative to the subdivision moratorium areas will be documented. PMC will consult with the project hydrogeologist and craft that recommendation into a performance-based mitigation measure for inclusion within the EIR. As the report was prepared for the review and approval of the County, no third-party reviewer is proposed. Acceptance of the study's conclusions by the County will be satisfactory for PMC to use the report as the basis of the EIR section.

### *Surface Hydrology and Water Quality*

This section of the EIR will address potential project-related impacts resulting from changes in drainage patterns, increased runoff, and surface water quality from construction activities and non-point surface pollutants. The Initial Study concluded that such impacts would be less than significant. The EIR will further review those conclusions and document the County's requirements and construction standards that are currently in place to avoid drainage and water quality impacts.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Land Use, Population, Housing*

This section of EIR will identify existing land use and zoning designations, existing uses of the site and surrounding properties, and provide a summary of relevant and applicable Objectives and Policies of the General Plan and Toro Area Plan. An analysis of project consistency with relevant County plans and policies will be a central part of the land use analysis, including an analysis the project site relative to the subdivision moratorium area, and how the project complies with the Inclusionary Housing Ordinance. We understand at this time that the project may include two on-site inclusionary units to satisfy County requirements.

The EIR section will also identify existing and future population projections for the project's service area, and describe how the project relates to anticipated population growth and service needs. Our approach will be to compare the population and housing impacts of the project compared to anticipated growth as a policy issue, rather than measuring the effects as a direct environmental impact.

The Initial Study concluded that environmental issues related to land use would be less than significant. However, this section of the EIR will expand upon that analysis to address the topics described above to support the conclusions in more detail.

### *Public Services and Utilities*

Environmental impacts will be assessed only for those areas of study that may have a direct, secondary or cumulative impact upon public service and utility systems. This section will address the construction and extension of domestic water service infrastructure, wastewater system capacity, parks and recreation facilities, schools, police service, fire and emergency response service, and necessary utility systems. Water supply and well yields will be addressed under Groundwater Resources and Hydrogeology.

Each area of study related to public services and utilities is discussed below:

Water Delivery System. The proposal identifies a new well, storage capacity and expanded water delivery system to service the proposed lots. This system will be described in terms of number of connections and necessary infrastructure to deliver water to the proposed lots. Proposed locations and sizes of proposed pipes, wells, tanks, treatment facilities and access easements will be discussed and analyzed as provided by the project applicant. This portion of the EIR will focus on the physical environmental effects of constructing and operating those components of the system.

Wastewater System Capacity. PMC understands that California Utility Service operates the wastewater collection, treatment and disposal system for the project site and surrounding area. Issues have been raised regarding the capacity of that system and its ability to accept additional flows from the proposed project. We also understand that California Utility Service also recently installed an inflow meter on the system to more accurately monitor

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existing system demand and capacity. If documentation can quantify that the system has adequate capacity to accept additional project flows with no expansion of the system or need for additional permits, impacts will be regarded as less than significant. This section will analyze and document these factors.

Recreation Facilities. Demand for recreation facilities and the impact of the project on existing park and recreation facilities will be addressed as applicable. No significant impacts are anticipated at this time, based on the findings of the Initial Study.

Schools. The EIR will describe the existing school system that serves the project area, update existing conditions and enrollment capacities and describe future enrollment based on information provided by the district. Student generation for the subdivision will be quantified based upon current rates. Environmental impacts will be identified only in the event that the project's contribution to an existing or future capacity problem would in turn result in a distinct environment impact (such as a health, safety or traffic issue).

Emergency Services. Police, fire protection and ambulance service will be analyzed in this section. The existing locations of nearest stations and service providers will be described, as well as existing response times as provided by those providers. The project will be analyzed in terms of the ability of the providers to serve the project site, and the impact of incremental demand upon those services.

Utility Systems. The subdivision will be analyzed in terms of the ability of the utility providers (gas, electric, telephone and cable) to serve the project area. Should any common provider determine that the project is out of their service area, the project may be required to rely on alternative systems. Should any system require extensive new facilities or extensions, the environmental impacts of providing those facilities will also be addressed. At this time, however, no significant effects are anticipated.

### *Transportation and Circulation*

The traffic analysis update will be conducted by Higgins Associates. The analysis will update the 2001 study using currently accepted methodology for studies along the Highway 68 corridor. Specific tasks include the following:

Data Collection. Weekday morning and evening peak period traffic analysis will be performed for the following intersections. Traffic counts have been conducted at many of the project intersections over the past couple of years; however, based on the potential changing traffic patterns, we recommend recounting the intersections to provide more accurate base information. Based on the requirements of the County of Monterey Public Works, intersection analysis will be performed for all six study intersections during the weekday AM and PM peak hour conditions.

The study area includes the following intersections and roadway segments:

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### *Intersections*

1. Highway 68 / Highway 218
2. Highway 68 / York Street
3. Highway 68 / Pasadera / Boots Street
4. Highway 68 / Laureles Grade
5. Highway 68 / Corral Del Tierra Road
6. Highway 68 / San Benancio Road

### *Segments*

1. Highway 68 between San Benancio Road and Corral del Tierra
2. Highway 68 between Corral del Tierra and Laureles Grade
3. Highway 68 between Laureles Grade and Pasadera / Boots Road
4. Highway 68 between Pasadera / Boots Road and York Road

To calibrate the existing traffic conditions along the Highway 68 corridor, the latest GPS and GIS-based application technology will be used to determine Travel Time, Speed and Delay. This information will provide an accurate base condition of the operating conditions along the corridor that will be used to determine the project specific impact on the corridor.

Analyze Existing Traffic Conditions. The intersection count data will be tabulated to determine the existing peak hour intersection and street segment volumes. Existing levels of service will be determined using the County of Monterey required methodology for the study intersections.

Other analyses will also be performed such as, warrants for traffic control devices, queuing and storage requirements and channelization at study intersections and on street segments adjacent to the study intersections.

Analyze Background (Existing Plus Approved Projects) Traffic Conditions. The timeframe for the inclusion of approved projects into the background traffic scenario was determined to be within 5 years from the date of the preparation of the traffic study, i.e. in this case 2010. A number of other projects have been approved throughout the County that has not yet been constructed. These will impact the study street network prior to impacts being experienced by the proposed project.

The assignment of approved project trips will be combined with existing traffic to obtain Existing Plus Approved Projects traffic volumes. Intersection and street segment levels of service will be recalculated and warrants for traffic control devices and channelization assessed. Queuing and storage requirements will also be reviewed.

Analyze Project Traffic Impacts. The peak hour trips generated by the project will be estimated from standard ITE rates and assigned to the local road network using

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

technical assumptions consistent with assumptions utilized for other traffic studies prepared for other commercial projects in the area. The project trip assignment will be combined with the Existing Plus Approved Projects traffic forecasts to achieve total Project Condition traffic volume forecasts.

Traffic operations at the study intersections and street segments will be analyzed including levels of service, queuing and storage requirements and warranted traffic control devices and channelization.

Analyze Cumulative Traffic Conditions. A substantial amount of additional development will take place throughout the County based upon currently proposed but not yet approved development projects. The timeframe for the inclusion of cumulative projects into the cumulative traffic scenario is estimated to be within 10 to 15 years from the date of the preparation of the traffic study, i.e. in this case 2015 to 2020. The study intersections and street segments traffic volumes associated with the cumulative projects will be forecast and combined with the Project Condition volumes to achieve cumulative condition volumes.

The road network that should be used in the analysis of the cumulative traffic scenario will be discussed and agreed upon with the County staff prior to the analysis. Intersection and street segment levels of service, traffic control, queuing and storage requirements and channelization warrants will be evaluated.

Analyze Project Access. Project access and site distance will be analyzed, in particular, the adequacy of the spacing from other driveways and the need for channelization.

Develop Mitigation Measures. Improvements required for the various analysis conditions (existing, existing plus approved projects, project and cumulative) will be recommended for the study street network and along the corridor. An assessment of the fair share traffic impact fees will also be prepared.

Report Documentation. A formal report providing the findings and conclusions of this analysis will be prepared. The report will include appropriate tables and graphics and will be prepared based on the County's requirements for the preparation of traffic impact studies. The report will initially be prepared as an administrative draft report for review by PMC and the County of Monterey staff. Comments will be incorporated into a final draft report for public review.

### *Effects Found Not to be Significant*

PMC anticipates the preparation of an EIR providing detailed analysis of the subjects described above. In order to provide a defensible CEQA document, this chapter of the EIR will reiterate and expand upon the information within the RFP, and generated during the

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

scoping process, to explain why certain subject areas will not result in significant impacts and do not warrant a detailed analysis.

### *Project Alternatives*

PMC will work with County staff to develop an appropriate range of reasonable alternatives to the proposal that could feasibly obtain the primary objectives of the project while reducing one or more environmental impact. The analysis will be qualitative in nature, and meet the standards and requirements of CEQA. For scoping purposes, we estimate analysis of three or four project alternatives, including the required No Project alternative. Alternatives to the Harper Canyon Subdivision may include a reduced density option (to limit water demand), a visually sensitive alternative, and/or an alternative that provides greater setbacks from geologic hazards.

### *Other Sections Required by CEQA*

Pursuant to CEQA requirements, the EIR will also contain an analysis and discussion of cumulative effects, growth inducing impacts, significant and unavoidable impacts and identify the preparers of the report. Our approach to the cumulative impacts analysis would use the "list of projects" approach for assessing impacts, rather than estimating impacts based upon anticipated General Plan growth. For consistency, we recommend using the same list of reasonably foreseeable projects used for the Wang Subdivision EIR. In terms of documentation, PMC will identify significant cumulative effects within each technical section, and summarize those findings within a separate section of the EIR. That separate section will include all assumptions for cumulative projects, relative locations, and estimated contributions to each impact. It is anticipated at this time that traffic on Highway 68 will be the focus of the cumulative impact assessment.

Ten (10) print copies and two (2) electronic copies of the ADEIR will be delivered to County staff for interdepartmental review.

### TASK 3 DRAFT EIR PREPARATION

Based on staff comments received on the ADEIR, the Draft EIR (DEIR) will be prepared incorporating staff changes and edits. A total of fifty (50) print copies and ten (10) electronic copies of the DEIR will be produced and submitted to the County for distribution.

The 45-day public and agency review period will commence once the documents are submitted to the State Clearinghouse and made available for public review. At the County's request, PMC will hand deliver 15 copies of the DEIR with a Notice of Completion to the State Clearinghouse through our Sacramento office to avoid processing delays. It is anticipated that the County will distribute the DEIR to local agencies and interested parties.



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### TASK 4 FINAL EIR PREPARATION

At the conclusion of the 45-day review period, PMC will review the comment letters received and coordinate with the County staff to discuss the responses. PMC will then prepare draft responses to comments, along with an addendum section containing any EIR text revisions. Upon completion, ten (10) print copies of the Administrative Final EIR will be submitted to the County for review. Based on the comments received from staff, final revisions to the document will be made. Fifty (50) print copies and ten (10) electronic copies of the Final EIR will be submitted.

### TASK 5 MEETINGS AND HEARINGS

For budgeting purposes, we assume five (5) meetings at the staff level (including site visit and general discussion of issues and approach), as well as three (3) hearings before the Subdivision Committee, Planning Commission and Board of Supervisors. Our budget reflects meeting preparation time, as well as the time required for the meeting itself.

### TASK 6 MITIGATION MONITORING AND REPORTING PROGRAM

PMC is aware that the County has refined mitigation monitoring procedures, document templates, condition language, and methods of reporting. For this task, PMC will prepare a Mitigation Monitoring and Reporting Program (MMRP) that identifies the timing, reporting methods, responsibility, compliance verification and monitoring performance standards. PMC will work with County staff on this task to ensure that the most current approach approved by the County is used.

The program will enumerate mitigation measures specified in the EIR, identify the parties or individuals responsible for mitigation oversight, and indicate the time frame for measure implementation, and the monitoring methods to be used. The monitoring plan will be provided to the County prior to the preparation of the Final EIR.

EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT SCHEDULE

The following project schedule assumes that all background studies prepared by the applicant will be adequate for use within the EIR. This schedule also assumes that no major modifications will result from the scoping, processing and NOP, and that the County receives a reasonable number of comment letters on the Draft EIR.

Task

Contract Approval/Notice to Proceed (NTP)	"week 0"
Project Initiation/NOP Prepared	week 2
Traffic and Biology Updates Complete	week 8
ADEIR completed	week 12
County review of ADEIR	week 14
Prepare and print DEIR	week 16
45-day public review period	week 22
Prepare responses to comments/FEIR/MMRP	week 25
County review of responses	week 27
Prepare and print MMRP and FEIR	week 29
Public Hearings	Per County Calendar

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**HARPER CANYON - ENCINA HILLS SUBDIVISION EIR  
COST PROPOSAL  
JUNE 22, 2005**

	Principal	Senior Planner	Environ. Planner	Assistant Planner	Admin.	Task Totals
	\$132	\$100	\$88	\$77	\$55	
Task 1 hours	20	20	0	10	10	60
Data Collection/Field Reconnaissance	\$2,640	\$2,000		\$770	\$550	\$5,960
Task 2 hours	80	150	100	150	20	500
Prepare Administrative Draft EIR (ADEIR)	\$10,560	\$15,000	\$8,800	\$11,550	\$1,100	\$47,010
Task 3 hours	20	40	20	60	10	150
Draft EIR Preparation	\$2,640	\$4,000	\$1,760	\$4,620	\$550	\$13,570
Task 4 hours	20	60	0	40	20	140
Final EIR Preparation	\$2,640	\$6,000		\$3,080	\$1,100	\$12,820
Task 5 hours	30	40	0	0	0	70
Meetings and Hearings	\$3,960	\$4,000				\$7,960
Task 6 hours	10	20	0	30	0	60
Mitigation Monitoring and Reporting Program	\$1,320	\$2,000		\$2,310		\$5,630
Zander Associates (biological report update)						\$6,500
Higgins Associates (traffic analysis update)						\$21,406
Document Printing						\$6,500
	180	330	120	290	60	980
<b>Project Totals</b>	<b>\$23,760</b>	<b>\$33,000</b>	<b>\$10,560</b>	<b>\$22,330</b>	<b>\$3,300</b>	<b>\$127,356</b>

**Budget Notes**

1. All documents prepared for County review assume one round of revisions. Multiple revisions or significant changes to the project during EIR preparation will result in changes to the work scope.
2. The Final EIR task is an estimate of the effort needed to respond to comments (120 hours of professional staff time). An excessive number of letters or comments on the EIR may result in scope changes.
3. Hours for meetings and public workshops are itemized. Meetings in excessive of the hours assumed are considered a change in scope.
4. The traffic analysis budget assumes shared costs between the Harper Canyon and Wang subdivision projects, as per Higgins Associates' scope of work dated June 22, 2005.

EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services performed under the AGREEMENT shall be submitted monthly and shall include the following:

1. Invoice Coversheet

*Pacific Municipal Consultants  
Harper Canyon Subdivision EIR*

Date: \_\_\_\_\_

Invoice No. \_\_\_\_\_

Contract Term: August 30, 2005 - December 31, 2006

Contract Amount: \$146,459.00  
(*\$127,356 base budget plus \$19,103 project contingency*)

Prior Invoices: \$ \_\_\_\_\_  
(under this contract)

This Invoice: \$ \_\_\_\_\_

Remaining Balance \$ \_\_\_\_\_

Approved as to Work: \_\_\_\_\_  
*Paul Muga, Project Planner*

\_\_\_\_\_ Date

Approved for Payment: \_\_\_\_\_  
*Paul Muga, Project Planner*

\_\_\_\_\_ Date

All Invoices are to be sent to:

Jaime Martinez, Accounting Technician  
Monterey County Planning and Building Inspection Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

Personal Deliveries to:  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### 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 (total contingency of \$19,103.00) requires the prior written approval of the Director of the Monterey County Planning and Building Inspection 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 and Building Inspection Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning and Building Inspection Department or the Chief 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 Chief Assistant Director of Planning and Building Inspection 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 and Building Inspection Department or the Chief 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.