

Attachment A
Professional Services Agreement
With Rincon Consultants, Inc.

PD060202
Rincon Consultants, Inc.
PLN120294
California Flats Solar, LLC

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**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:
Rincon Consultants, 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 for the California Flats Solar Project

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 \$ 282,075.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 13, 2013 to December 31, 2014, 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 coverages, 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	Richard Daulton, Principal
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 W. Alisal Street, 2nd Floor Salinas, CA 93901	Rincon Consultants, Inc. 437 Figueroa Street, Suite 203 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 333-0310
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.

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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 Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Rincon Consultants, Inc.
Contractor's Business Name*

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

Michael P. Galletti, President
Name and Title

Date: 3/20/2013

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

Dominique P. _____, CFO
Name and Title

Date: 3/20/2013

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

GENERAL WORK PROGRAM

This section outlines our general work scope to complete the technical peer review and CEQA process.

Task 1 - Project Initiation and Data Collection

Our initial task would be to meet with County staff and the applicant team, as appropriate, to determine the availability and status of existing technical studies that have been prepared for the project and that will form the basis for the EIR. This task includes the kickoff meeting, basic data gathering, and data review. Rincon's Project Manager or Principal-in-Charge will be available to attend up to five (5) meetings with County staff to discuss project needs, define the specific work program, confirm staff expectations, and define the level of detail required and schedule.

Task 2 - Notice of Preparation

Rincon will prepare the Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will include a brief project description and summary of issues to be addressed in the EIR. Rincon will provide a draft of the NOP to the County for review and comment, and will incorporate County comments into a final NOP for circulation to concerned agencies and organizations. We assume that County staff will be responsible for circulation of the NOP, though Rincon staff will be available to assist as necessary with this task. As required by CEQA, agencies and organizations will have 30 days from receipt of the NOP to provide an NOP response.

Subsequent to receipt of NOP responses, Rincon will review and assess the responses and provide recommendations on how to address them during the EIR process. The introduction section of the EIR will include a listing of the responses received and how/where they are addressed in the EIR.

We do not anticipate preparing an Initial Study to accompany the NOP. Because the EIR will address most of the issues on the CEQA Guidelines environmental checklist, we recommend foregoing the Initial Study to save time and money. Instead, for any issues that will not be covered in detail in the EIR, we will include a section titled "Issues Found to be Less Than Significant" that will provide a brief explanation of why significant impacts are not anticipated for those issues.

Task 2.1 Community Scoping Meeting

Rincon will conduct a Scoping Meeting, along with County staff, during the NOP distribution period. Rincon will be prepared to present information, as needed. Rincon will prepare a scoping meeting agenda, comment cards, and sign-in sheet, and will assist with preparation of a PowerPoint presentation if desired by the County. Based on input received from this meeting, Rincon will work with County staff to determine whether any modifications to the proposed EIR scope are required.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3 – Technical Peer Review

Rincon's technical experts and subconsultant specialists will conduct peer reviews of the technical reports and supporting documentation submitted by the applicant. Our review of the technical studies will focus on the methodology and assumptions employed as part of the environmental review, adherence to regulatory standards as appropriate, specificity and appropriateness of recommended mitigation, and completeness and accuracy of the reports. Rincon recognizes that the EIR may receive a high level of public scrutiny. As such, our input will focus on ensuring that the various technical studies provide the appropriate level of analysis for each issue area and are factually accurate, and that the report conclusions are well documented and substantiated, and appropriate for use in the EIR. The review will also identify statements that may be perceived as biased as well as any issues related to internal consistency of the various reports.

The comprehensive peer review of technical reports submitted by the applicant team will allow for earlier resolution of any potential technical disagreements, identification of potential additional data needs for the EIR, and identification of critical path items for completion of the EIR. Our scope of work includes peer review of the following previously submitted reports: Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Traffic Impact Analysis Report, Preliminary Drainage Report, and Visual Impact Assessment. Rincon will also conduct a peer review of the following additional reports anticipated to be submitted by the applicant: Final Biological Report, Phase 1/Phase 2 Archaeological Investigation Report, and Air Quality/Greenhouse Gas Assessment. Rincon team technical specialists assigned to these peer reviews are described in Table 2. As shown in the table, we propose Principal- or Senior Manager review of each peer review, which will each be prepared by a Rincon Team technical specialist.

Rincon will prepare a memorandum report that contains a peer review of each of these technical studies that are made available during project initiation. The memorandum report will describe the methodology for the peer reviews, and will identify any issues that require resolution prior to incorporation into the EIR, any additional information needs for the EIR, and critical path items for completion of the EIR. Following preparation of the memorandum, Rincon's project manager will meet with County staff to discuss recommendations to efficiently resolve any identified technical issues or disagreements.

Our scope of work for each peer review assumes that no new analysis will be conducted by Rincon to complete the technical reports (although additional analysis likely will be conducted as part of EIR preparation). Our scope of work assumes that the applicant's technical reports are assumed to be generally adequate, requiring only minor revisions. We recommend establishment of a contingency fund in the event that additional coordination and supplemental analysis is required for the applicant's technical reports.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Table 2. Technical Specialists for Peer Review

Technical Report	Rincon Team Peer Review Lead	
	QA/QC	Lead Technical Specialist
Preliminary Biotic Report Conceptual Restoration Plan for Project Decommissioning Final Biological Report	John Dreher, Jr., Principal, Natural Resources Program Manager	Colby Boggs, Principal, Senior Plant Ecologist
Forest Management Plan	John Dreher, Jr.	Julie Broughton, PhD Candidate, Certified Arborist
Traffic Impact Analysis Report	Richard Daulton, MURP, Principal	Robert Del Rio, T.E., Hexagon Transportation
Preliminary Drainage Report	Walt Hamann, PG, CEG, CHG, Senior Principal	Valerie Huff, Senior Civil Engineer, PE, QSD/P, Wallace Group
Phase 1 /Phase 2 Archaeological Investigation Report	Kevin Hunt, Cultural Resources Program Manager	Robert Ramirez, Registered Professional Archaeologist; Julie Broughton, Paleontologist
Air Quality/Greenhouse Gas Emissions Assessment	Richard Daulton, MURP, Principal	Chris Bersbach, MESM
Visual Impact Assessment	Stephen Svete, AICP, Senior Principal	Megan Jones, MPPc, Senior Planner/Project Manager

Task 3.1 Peer Review of Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Final Biotic Report, and Forest Management Plan

Rincon Principals and Senior Biologists John Dreher, Jr. and Colby Boggs will conduct the peer review of the Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, and Final Biotic Report. Rincon will review the methodologies and conclusions of each of these studies, based on existing literature and supplemental field review. We have included up to 12 hours of staff time to conduct biological field work to confirm and acquire data to confirm current baseline conditions for biological resources. The plant community mapping included in the 2012 biological report will be ground-truthed by a Rincon biologist. Mapping will be revised as necessary to reflect, as best as possible, community types, terminology, and status as presented in Sawyer et al. (2009) and CDFG (2013), providing appropriate "cross-walks" to nomenclature of other vegetation classification systems as necessary. The accuracy of mapped and described riparian corridors, native grasslands; oak woodlands, seasonal wetlands, areas with high densities of non-native species, if present, and other potentially regulated biological resources, and project impacts to those resources, will also be confirmed. Rincon will also review the evaluation of project impacts and mitigation, including those related to habitat, sensitive species, and wildlife movement, for accuracy and consistency with County and regulatory agency standards. Dawn K. Reis, MS, Principal Wildlife Biologist at Ecological Studies, will review the sufficiency of the existing reports with regard to the evaluation of potential project impacts and mitigation approaches related to California red-legged frogs.

Rincon certified arborist Julie Broughton will conduct a peer review of the Forest Management Plan. The review will focus on the FMP methodology and tree protection and replacement mitigation requirements, to verify compliance with Monterey County Ordinance 21.64.260.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.2 Peer Review of Traffic Impact Analysis Report

Hexagon Transportation Consultants, Inc. (Hexagon) will conduct the peer review the traffic impact analysis prepared for the project by RBF Consulting dated July 31, 2013. The purpose of the peer review will be to ensure that the traffic report prepared for the project utilizes appropriate methodology and that the conclusions and recommendations presented are appropriate. Monterey County staff reviewed and approved the technical data and assumptions of projections and distribution patterns utilized in the traffic analysis for the proposed project. As such, the analysis methodology will be reviewed by Hexagon to ensure that data and assumptions approved by staff were accurately reflected in the analysis. Hexagon's review will be limited to level of service calculations and conclusions and recommendations provided in the completed traffic analysis. The peer review will include the following tasks:

1. *Review Level of Service Calculations.* The level of service calculation output pages for the study scenarios included in the report will be reviewed for accuracy. Project and cumulative conditions level of service calculations will be reviewed to ensure project traffic and traffic due to future growth are accurately represented within the established traffic volumes.
2. *Review Traffic Study Conclusions and Recommendations.* The conclusions and recommendations for accommodating project-generated traffic, as presented in the traffic report, will be reviewed to determine if they are adequate. The proposed ingress and egress to the project site will be reviewed to identify any traffic safety issues.
3. *Peer Review Memorandum.* The results of the peer review will be documented in a memorandum report.
4. *Second Round of Review.* Upon revision of the traffic study by RBF, Hexagon will review the traffic study a second time to ensure that all issues identified in the in the peer review memorandum were addressed. It is estimated that this task will take a maximum of six hours of staff time.

Task 3.3 Peer Review of Preliminary Drainage Report

Wallace Group will provide a technical review of the Applicant's Preliminary Drainage Report, addressing hydrology, hydraulics, and stormwater quality. The Drainage Report will be reviewed with respect to Monterey County Standards, State and Regional Water Board criteria, and industry standards. Wallace Group's review will be specific to engineering aspects of stormwater management, and will exclude assessment of other potential environmental concerns such as presence or location of jurisdictional waters, which will be evaluated as part of the biological peer review. The review of the Report will include the following:

- *Appropriate application of modeling software used for the analysis.*
- *Model input parameters compared to industry standards.*
- *Adherence to County Codes and Standards.*
- *Identification of potential stormwater impacts as a result of project development.*
- *Suitability of mitigation concepts presented in the Report.*

Based on a preliminary review of the Preliminary Drainage Report, verification of the hydrologic and hydraulic modeling and subwatershed delineation is not warranted at this time. Therefore, this scope does not include modeling or review of subwatershed delineation. However, Wallace Group will review the overall watershed delineation for the project area.

EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS

Wallace Group can provide a more detailed review of the modeling and project watersheds as an optional task.

Wallace Group will prepare a technical memorandum summarizing their review of the Preliminary Drainage Report. Wallace Group staff will participate in one teleconference with Rincon and County staff to review and discuss comments regarding the memorandum.

Subsequent to the conference call meeting and receipt of comments on the draft memorandum, Wallace Group will prepare responses to one round of comments from Rincon and the County, and will prepare an updated/revised memorandum incorporating comments received.

Task 3.4 Peer Review of Phase 1/Phase 2 Archaeological Investigation Report

Rincon's senior cultural resources staff has conducted numerous peer reviews of cultural resources technical reports in support of EIR and environmental impact statements (EISs) in California. These peer reviews have included contentious projects, as well as large solar development projects subject to Bureau of Land Management (BLM) oversight. In addition, our staff has completed cultural resources technical studies in Monterey County and in the general vicinity of the current project. Rincon Senior Archaeologist Kevin Hunt will conduct the peer review of the Phase 1/Phase 2 Archaeological Investigation Report to be prepared for the project by Applied Earthworks Inc. The peer review will focus on the adequacy of the technical report for conformance with the cultural resources requirements of CEQA and the County of Monterey General Plan.

Specifically, Rincon understands that the project area is located in an area of high archaeological sensitivity for both historic and prehistoric archaeological resources. We further understand that numerous archaeological resources have been identified within the project area, which are being evaluated by Applied EarthWorks for California Register of Historical Resources (CRHR) and National Register of Historic Places eligibility (NRHP). The results of those eligibility evaluations will be presented in the Phase 1/Phase 2 technical report. Rincon's peer review will be comprehensive but focused on the following aspects of the studies:

- *Understanding of the regulatory setting*
- *Comprehensiveness of the cultural resources survey in addressing all proposed project disturbance to current professional standards. This includes the adequacy of the background research, survey methods and techniques, and resource recording procedures.*
- *Adequacy of Native American scoping*
- *Adequacy of the CRHR/NRHP eligibility evaluations, impacts assessment, and mitigation measures, including the defensibility of the eligibility recommendations under CEQA.*

Rincon's Senior Paleontologist and Cultural Resources Program Manager will conduct a peer review of the paleontological resources technical report prepared for the applicant. The peer review will focus on the adequacy of the technical report for conformance with the paleontological resources requirements of CEQA and the Society of Vertebrate Paleontology's guidelines. The results of the cultural resources peer review will be summarized in a technical memorandum.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.5 Peer Review of Air Quality/Greenhouse Gas (GHG) Emissions Assessment

Rincon air quality and greenhouse gas assessment technical specialist Chris Bersbach, MESM, will conduct a peer review of the air quality and greenhouse gas emissions assessment to be provided by the applicant. The peer review will evaluate the appropriateness of modeling (presumed to be the EMFAC, OFFROAD, and/or CalEEMod) assumptions and results. Specifically, Rincon will review model assumptions regarding proposed construction practices to accurately calculate the construction and operational emissions associated with the project. Because most of the emissions associated with the project would occur during the construction phase, a detailed account of the expected numbers and phasing of equipment, equipment type in terms of horsepower and age (i.e. whether or not equipment are Tier I, II, or III vehicles), and hourly use patterns (how long equipment is in operation per day) will be important in developing the emissions inventory. Where possible, Rincon will use the information provided for other solar projects to calculate emissions if such projects can be considered proportionately equivalent. The report will be reviewed for the inclusion of pertinent criteria pollutants and greenhouse gases. The stationary sources and motor vehicle constituents of concern include ROC, NO_x, CO, PM₁₀ and greenhouse gases, primarily CO₂. The only other notable source of GHG emissions from the project is leakage of sulfur hexafluoride (SF₆) from the transmission system breakers and switches. Of greatest concern will be the long term generation of fugitive dust that may result from the numerous dirt roads developed to service the solar PV array. Accordingly, we will provide a detailed review of appropriate emissions factors and operational assumptions for fugitive dust.

Rincon will also review the methodology and analysis of the diesel particulate emissions and other air toxics associated with site construction and its effect on the residential receptors nearest to the site where the potential for impacts would be highest. Average annual concentrations determined during the construction period at the nearest sensitive receptors will be reviewed. Calculations of human health risk that could result from heavy equipment use during the construction phase, based on the average annual concentrations, will also be reviewed.

Rincon will contact Monterey Bay Unified Air Pollution Control District (MBUAPCD) staff to verify the appropriateness of the study methodology and conclusions. The appropriateness of the thresholds of significance used in the study will be evaluated. Impacts and mitigation measures, if identified in the applicant's report, will also be verified. Quantification of the reduction of air contaminant and greenhouse emissions due to the solar project, as compared to non-renewable energy, will also be evaluated.

Rincon will review the appropriateness of recommended mitigation measures and/or project features to reduce identified impacts. These measures may include specific worker transportation control measures during the construction period, dust control measures during construction and operation, measures to minimize or avoid stationary source emission impacts, and/or measures to minimize engine idling during construction.

Task 3.6 Peer Review of Visual Impact Assessment

Rincon Senior Project Manager Megan Jones, MPPc, will lead the peer review of the Visual Impact Assessment prepared by Denise Duffy & Associates. The proposed project site is located in a remote portion of rural Monterey County and is topographically isolated from nearly all

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

potentially sensitive visual receptors known at this time, including the nearby community of Parkfield, as well as Cholame Road and most other public roads in the area. Although the Monterey County General Plan includes policies to protect scenic quality, particularly of designated scenic areas and routes, no such designated areas or routes lie within the potential project viewshed, and the number of receptors is limited.

The characterization of existing visual resources, off-site viewing areas, and view corridors, will be reviewed. The appropriateness of visual simulation viewpoint locations as representative viewing locations will be discussed. The peer review will also evaluate the study methodology, including impact assessment based on vividness, intactness, and unity, visual quality, and viewer sensitivity. In addition, we will verify that all project features, including off-site road improvements, were appropriately included in the analysis. The assessment of project light and glare impacts will also be reviewed.

Task 4 – Technical Reports

Rincon will prepare technical studies/reports not already available that will be necessary to evaluate project impacts and complete the EIR. While technical information will be prepared for several environmental issue areas and appended to the EIR, this scope of work assumes that the only original technical study that is necessary for the EIR is an Acoustical Analysis.

Task 4.1 Acoustical Analysis. The general noise environment of the project area is characterized as open space, rural residential, or agricultural with ambient noise levels that are expected to be at or below 40 decibels during the evening and nighttime hours. Noise generators during the day could include those typically associated with minor agricultural activities, and local passenger and heavy-duty truck traffic along Highway 41. In addition, occasional off-highway vehicle travel may contribute to local noise levels. A photovoltaic project is not a noise sensitive use and the noise environment would not be expected to adversely affect the proposed project.

Noise sensitive land uses near the site are expected to be limited. We have assumed that the site has two rural residential uses within 750 feet of the project site, and additional residences along the Turkey Flat secondary access road (off-site).

Ambient noise measurements will be taken in the field to characterize the existing noise conditions using an ANSI Type II sound level meter. We propose to take a minimum of four ambient noise measurements at the site. These measurements will be taken in accordance with standard protocols and will typically involve 20 minute samples at the individual locations. The locations will be chosen for proximity to existing noise sources (roads, highways, and existing facilities) or in areas adjacent to potential sensitive receptors.

Noise impacts could occur during both the construction phase of each project and the long term operation of the project, but the significance of impacts is dependent on the location of sensitive noise receptors relative to the noise sources. Construction noise will be generated primarily by the transport of personnel and materials to the site, and by grading and construction activities within the site. Rincon will estimate sound levels at the nearest residences associated with both the transport activities along nearby roads and construction activity at the site. Site construction noise will be estimated based on a literature search of sound levels used in prior

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

environmental documents for this type of construction, or actual ambient measurements if a project is in progress that can be measured. Based on the sound levels generated at individual construction locations within the site, Rincon will calculate off-site sound levels using standard distance sound level attenuation factors.

The construction traffic noise impact evaluation will be based upon construction traffic volumes determined during the Traffic Impact Analysis peer review phase. Construction traffic will be input into the federal Traffic Noise Model (TNM ver. 2.5) to quantify the effects of construction traffic along local roadways. Similarly, the effects of long-term operational traffic will also be calculated.

Long term operational noise generation is expected to be limited to stationary equipment, such as a transformer or inverter, and maintenance vehicle travel. Rincon's noise specialists will use information acquired from literature and other sources regarding the noise generation of the various facilities and increased sound associated with increased power levels in local transmission lines to estimate project-generated noise. Where necessary, we will also research equipment manufacturers to identify likely noise specifications for noise generating equipment that may be required as part of the project.

The significance criteria for the noise evaluation will be based on Monterey County's Noise Element and/or Noise Ordinance. The Noise Element contains goals, policies, and implementation measures to protect noise-sensitive land uses from excessive noise, and the Noise Ordinance contains development and performance standards setting specific noise level thresholds on operations near residential uses.

Mitigation requirements will be established for incorporation into project design or as agreed upon conditions of development, if necessary. Mitigation measures may include restrictions on construction equipment usage, the construction of temporary sound barriers, recommendations for alternative transportation modes, and use of sound-dampening paving materials.

A stand-alone technical report will be created that summarizes the project's characteristics for noise generation and impact.

Task 5 – Responsible Agencies/Trustee Agencies/Other Agency Contacts

Rincon will coordinate with relevant public agencies and interested persons during the EIR process, as determined by the County Project Planner. All discussions between the Rincon team and project applicant will include the County Project Planner or their designee. Coordination with agencies may include requests for exchange of technical information, answering agency questions, and understanding agency staff concerns and/or interpretation of CEQA and other permitting requirements.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 6 – Administrative Draft Project Description

Rincon will review the applicant's project description and prepare an Administrative Draft Project Description in accordance with CEQA Guidelines Section 15124. This review is critical, since the project description will form the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the proposed project components, using text, tables and graphics as needed. The project description will include:

- A description of proposed construction and long-term operational activities, including the regulatory basis for such activities;
- A thorough explanation of proposed land development under County regulatory controls;
- Development phasing plans;
- Features that have been incorporated into the proposed project to minimize potential environmental impacts or land use conflicts;
- A list of permits requested and responsible agencies;
- A description of a Development Agreement, if proposed;
- Tables illustrating proposed project characteristics and the degree of change from the existing condition; and
- Supporting graphics

County staff will review and comment on the Administrative Draft Project Description.

Task 7 – Draft Project Description

Rincon will update and revise the project description based on comments received from County staff. This version of the project description will be used for the purposes of the CEQA impact analysis. Any modifications of the project description would be coordinated with the County.

Task 8 – Administrative Draft EIR

Rincon will prepare the Administrative Draft EIR, in accordance with CEQA Guidelines Sections 15120 through 15131, for review by the County. The Administrative Draft EIR will include all CEQA requirements, including:

- (1) Executive Summary;
- (2) Introduction;
- (3) Project Description;
- (4) Environmental Setting;
- (5) Environmental Impact Analysis (including analysis of all technical issues – see below);
- (6) Discussion of Growth Inducing Impacts, Irreversible Changes, and Other Impacts: potential energy impacts of the project, and the project's consistency with sustainability and smart growth practices.;
- (7) Alternatives Analysis (up to three alternatives); and
- (8) List of References/Preparers.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverable: Six hard copies, and one compact disc or electronic file stored on a flash or thumb drive in MS Word format.

Task 8.1 - Executive Summary

The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will identify:

- *Each potential environmental impact;*
- *The level of significance of each impact;*
- *Mitigation measures required; and*
- *Residual impacts after mitigation.*

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The summary will note the environmentally superior alternative of the alternatives discussed in the EIR and the rationale for its selection as such. The summary will also differentiate impacts and mitigation measures by those related to the project's construction, and those related to long-term operations.

Task 8.2 - Introduction and Environmental Setting

The EIR will provide introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study. It will also provide a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the project study area and its immediate vicinity.

Task 8.3 - EIR Impact Analysis

The main body of the EIR will consist of the assessment of potential environmental impact analysis of the proposed project. As outlined above, for each issue area, the analysis will include a project-specific examination and an assessment of the potential for cumulative impacts associated with the project, together with other anticipated development in the project area. The project-specific analysis will have four main subsections: (1) setting; (2) impact analysis; (3) mitigation measures; and (4) level of significance after mitigation.

The setting section will describe the applicable environmental conditions of the study area, and will incorporate information from recent technical studies for the area whenever possible. The impact analysis section will include a statement of the significance thresholds that were used to determine if an impact would have the potential to result in a significant environmental effect. Impacts of the proposed project when compared to existing conditions in the area will be identified, as will cumulative impacts resulting from the development of other solar power projects and other pending development in the vicinity. The basis for the cumulative analysis will be developed in conjunction with County staff.

Mitigation measures will include County and other agency requirements (as appropriate) and measures developed by the Rincon team. Mitigation measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Conditions where the proposed mitigation measures would not reduce the identified impacts to

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

a less than significant level will be clearly identified. Secondary impacts of mitigation measures will also be discussed.

The final subsection in the impact analysis will describe the level of significance after mitigation. This will be a brief statement noting whether any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV).

Cumulative impacts will be discussed in the context of full buildout of the County's General Plan, the potential development of other projects that may currently be under consideration, and in certain instances, from the perspective of a greater regional context. The cumulative impact discussion will be included in the main body of the analysis to avoid unnecessary repetition.

Task 8.4 – Alternatives

This section will be prepared in accordance with the requirements of the *CEQA Guidelines*, Section 15126.6 and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives.

We assume that three (3) alternatives will be evaluated. These could include, but not be limited to:

1. *No Project;*
2. *Redesigned Project (to address significant impacts associated with the proposed project);*
3. *Mitigated Project (implements mitigation measures associated with the proposed project)*

It is recognized that additional variants of these alternatives may be considered, including project redesign. The precise alternatives to be examined will be developed in conjunction with County staff during the preparation of the Administrative Draft EIR.

Per the *CEQA Guidelines*, the alternatives will generally not be addressed to the same level of detail as the proposed project; however, where impacts have been identified as significant for the proposed project, the alternatives will identify applicable mitigation requirements for the alternatives, so that a meaningful comparison can be made, and if necessary, *CEQA Findings* in support of the alternatives can be prepared. The analysis will identify whether the alternatives would result in impacts that are less than, similar to, or greater than the proposed project, the level of significance, and mitigation requirements. A matrix that depicts the magnitude of impacts associated with the alternatives when compared to the proposed project will be provided. At the conclusion of the alternatives analysis, the environmentally superior alternative will be identified.

The alternatives section will also include a detailed discussion of "Alternatives Considered but Eliminated from Further Consideration" that identifies potential sites and alternative solar technologies or approaches (e.g., distributed solar, parabolic trough, solar power tower, etc.) considered for the project but eliminated due to environmental and/or other factors.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 8.5 - Other CEQA-Required Sections

The EIR will also include other sections required by CEQA, such as growth inducing impacts, consistency with locally adopted plans and policies, table of contents, references, persons contacted, and list of preparers.

Coordination with County Staff. A meeting (or meetings) with County staff will be scheduled following the submittal of the ADEIR. The purpose of the meeting(s) would be to focus on the content of the ADEIR and allow for addressing any issues or questions regarding the content or analysis.

Task 9 - Draft EIR

This task entails the steps necessary to respond to staff comments on the ADEIR and publish the Draft EIR. Specific subtasks are described below.

Task 9.1 - Revise ADEIR based on Staff Comments

Rincon will respond to County comments on the Administrative Draft EIR and prepare the Draft EIR. This subtask assumes all staff comments are consolidated by the County project manager into a single document, and that the various comments do not conflict with one another. Our scope assumes two rounds of revisions (a Screencheck Draft EIR and Public Draft EIR, as described in Subtask 9.2) to accommodate a project of this scope and complexity.

Task 9.2 - Draft EIR Publication

After receiving staff comments regarding the Administrative Draft EIR, Rincon will produce the public Draft EIR. Rincon will prepare the Notice of Completion and Notice of Availability for the EIR. The County will be responsible for distribution of the EIR, but Rincon will be available to assist with the process.

Deliverable: 25 printed bound copies, one unbound camera-ready copy, and one compact disc or electronic file stored on a flash or thumb drive. One DVD disk of the DEIR in HTML Web-ready format for posting on the County Website will also be provided. Operational links or electronic copies of all documents and reports used in preparing the DEIR will be submitted (one each in .pdf format and MS Word for the DEIR.

Task 10 - Administrative Final EIR and Mitigation Monitoring and Reporting Program

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft responses for County review. A meeting with staff is anticipated either prior to or following submittal of the Administrative Final EIR. The purpose of the meeting would be to incorporate staff input on responses to comments, and potentially on other sections of the Administrative FEIR. The Administrative Final EIR will contain the comment letters on the DEIR and the responses to comments, and will also contain the proposed Mitigation Monitoring and Reporting Program (MMRP). Changes to the text of the Draft EIR in response to comments will be marked in strike-through and underline format, if desired by the County. Our experience suggests it may be more cost-effective and efficient to deliver the Responses to Comments in advance of making

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

the revisions to the EIR, to avoid the duplicative effort of having to coordinate the changes to the text that may arise out of staff direction to modify the Responses to Comments document.

Task 10.1 - Responses to Comments/Administrative Final EIR

Rincon staff, in conjunction with County staff, will respond to public and agency review comments on the Draft EIR, including the draft mitigation monitoring program, in accordance with Section 15088 of the *CEQA Guidelines*. The Rincon team subconsultants will assist with responses that pertain to their areas of technical expertise. Responses shall be prepared in a format approved by staff and will be contained in a separate document. The Responses to Comments document, together with the Draft EIR, will comprise the Final EIR.

Task 10.2 - Draft Mitigation Monitoring and Reporting Program

This task will involve the preparation of a mitigation monitoring plan prepared in a format that complies with County requirements, consistent with CEQA Guidelines requirements. The plan will include a table that lists each mitigation measure, agency responsible for each condition, when monitoring must occur, the frequency of monitoring, and criteria to determine compliance with the condition. Where necessary, the plan will include post-construction monitoring to confirm the effectiveness of the proposed measures. The MMRP will be structured in such a way to differentiate monitoring requirements associated with each phase of the project. We will make it clear what the project proponent is responsible for as well as the role that agencies (County or other) will have in implementing and/or monitoring the prescribed mitigation measures. Rincon will enter the MMRP information directly into the County's permit tracking database.

Deliverable: Six hard copies, and one compact disc or electronic file stored on a flash or thumb drive in MS Word format.

Task 11 – Final EIR

Rincon will respond to County comments on the Administrative Final EIR and prepare the Proposed Final EIR. Copies of the screencheck FEIR will be prepared and submitted for staff review and comment prior to production of the Proposed FEIR. Rincon will prepare the Notice of Determination, which the County will file with the County Clerk.

Task 11.1 - Revise AFEIR based on Staff Comments

Rincon will respond to County comments on the Administrative Final EIR and prepare the Proposed Final EIR.

Task 11.2 - Publication of the Final EIR

Prior to certification of the EIR, Rincon will deliver the Final EIR in the formats noted below.

Deliverable: 25 printed bound copies, one unbound camera-ready copy, and one compact disc or electronic file stored on a flash or thumb drive. One DVD disk of the FEIR in HTML Web-ready format for posting on the County Website will also be provided. Operational links or electronic copies of all documents and reports used in preparing the DEIR will be submitted (one each in .pdf format and MS Word for the DEIR).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 12 - CEQA Findings

Our proposed budget includes up to 44 hours of professional time to prepare CEQA Findings, including any statement of overriding consideration for potentially unmitigable impacts. The Findings will include information related to whether the significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. The draft findings would comply with Section 15091 and 15093 of the *State CEQA Guidelines* and would be submitted in County-approved hard-copy and electronic formats for County review. Based in County comments, Rincon will revise and submit a final version of the CEQA Findings.

Deliverable: One final copy will be provided in electronic format for staff use for project hearings (in MS Word format).

Task 13 - Meetings and Hearings

In addition to the five (5) meetings identified in Task 1, and the scoping meeting identified in Task 2.1, Rincon's Project Manager or Principal-in-Charge will attend 12 meetings or hearings at key points throughout the EIR process. This is anticipated to include one site visit meeting, four meetings with staff and County legal counsel, four meetings to discuss the Administrative Draft EIR, and four public hearings. In addition, Rincon's Project Manager will be available for monthly meetings with the County and applicant to discuss project status, technical issues, and other items deemed appropriate by the County and applicant. Our scope of work assumes that over the 12-month duration of the EIR, 12 monthly meetings will be attended by Rincon's Project Manager. Additionally, our scope of work assumes that one technical expert will attend up to 4 of these meetings. On weeks when a meeting is not scheduled, Rincon's Project Manager will provide a weekly e-mail update, or will lead a weekly telephone meeting to review progress and discuss issues. The proximity of our Monterey office to County offices and proximity of our San Luis Obispo office to the project site will facilitate responsive and efficient meeting attendance. We will work closely with the County for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner:

Task 14 - Assemble Administrative Record

Rincon Consultants will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format.

PROJECT SCHEDULE

Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 20 weeks of the Kickoff Meeting, and the EIR process to be concluded within approximately 12 months (see Anticipated Schedule table following this section).

Kickoff Meeting: Rincon will arrange and manage a project kickoff meeting within one week of the notice of contract award. This meeting will likely include County staff, possibly members of the applicant team (if determined appropriate by the County), and key members of the consultant team.

Notice of Preparation: Rincon will prepare a draft Notice of Preparation (NOP) for County review within one week of the kickoff meeting. The scoping meeting will be held within the 30-day NOP review period. This schedule assumes that preparation of the project description and ADEIR will be initiated concurrent with the 30-day public review period for the NOP.

Administrative Draft Project Description: Within two weeks of the kickoff meeting, Rincon will submit the draft project description for staff review. The project description will contain information required by *CEQA Guidelines* Section 15124 and will form the basis for all technical analysis. Rincon assumes a two-week review period by the County.

Draft Project Description: Rincon will revise the Project Description based on County comments and submit a Draft Project Description within one week. Thus, we assume that the project description will be approved by the County five weeks after the Kickoff Meeting.

Administrative Draft EIR: The Administrative Draft EIR will be completed within 15 weeks of County approval of the EIR project description, assuming that all technical information has been provided to allow us to complete our analysis in a timely fashion. The technical peer reviews and technical study will be completed within this timeframe. This schedule assumes delivery of the ADEIR about 20 weeks after the kickoff meeting.

Screencheck Draft EIR: Assuming that the County will deliver comments on the Administrative DEIR within three weeks, Rincon will produce the Screencheck Draft EIR within four weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

Draft EIR: Assuming that the County will deliver comments on the Screencheck Draft EIR within one week, Rincon will produce the Draft EIR within one week of receipt of staff screencheck comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result. This schedule would allow for publication and initiation of public review approximately 29 weeks after the kickoff meeting.

Administrative Final EIR: Within six weeks of the close of the Draft EIR circulation period (this period is assumed to extend for seven weeks) and receipt of all written and oral comments, Rincon will deliver a Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review. This milestone is expected to be reached 42 weeks after the kickoff meeting, assuming a seven week public review period for the Draft EIR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Screencheck Final EIR: Assuming that the County will deliver comments on the Administrative FEIR within three weeks, Rincon will produce the Screencheck Final EIR within two weeks of receipt of staff comments.

Final EIR: Assuming that the County will deliver comments on the Screencheck Final EIR within one week, Rincon will produce the Final EIR within one week of receipt of staff screencheck comments. This schedule would allow for circulation of the Final EIR approximately 50 weeks, after the kickoff meeting. Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 12 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.



EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

EIR PREPARATION		
Milestone	Scheduled Initiation Date	Expected Completion Date
NOP / Scoping Meeting / Project Description / ADEIR Preparation (5 Months)	13 March 20, 2013	August 23, 2013
ADEIR County Review (3 weeks)	August 26, 2013	September 13, 2013
DEIR Preparation (4 weeks)	September 16, 2013	October 14, 2013
DEIR Screen check Review (5 Days)	October 14, 2013	October 18, 2013
DEIR Production (5 days)	October 21, 2013	October 25, 2013
DEIR Circulation (50 days)	October 28, 2013	December 16, 2013
FEIR Preparation (6 weeks)	December 16, 2013	January 27, 2014
ADFEIR County Review (3 weeks)	January 27, 2014	February 14, 2014
FEIR Screen Check Review (5 days)	February 17, 2014	February 21, 2014
FEIR Production (5 days)	February 24, 2014	February 28, 2014
FEIR Circulation (10 days min before hearing)	March 3, 2014	March 14, 2014
PROJECT CONSIDERATION		
PC Staff Report Preparation	March 2, 2014	March 26, 2014
PC Hearing and EIR Certification and CDP Approval		April 9, 2014
PC Hearing (2 nd) (if needed or continued)		April 30, 2014
Board of Supervisors Staff Report	May 5, 2014	May 23, 2014
Board of Supervisors Hearing		June 24, 2014
NOD to be filed		June 25, 2014
CEQA Appeal Period	June 25, 2014	July 25, 2014

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey - California Flats Solar Project EIR

Cost Estimate

Revised 2/21/2013

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Sr. Principal \$210/hour	Principal \$170/hr	Proj. Mgr./Sr. Planner II \$130/hour	Env. Sci. III \$95/hour	GIS Specialist \$85/hour	Clerical \$55/hour
1. Project Initiation and Data Collection (Includes 5 meetings)	\$6,810	52	2	8	32	8		2
2. Notice of Preparation	\$980	9		1	2	4		
2.1 Community Scoping Meeting	\$2,680	20		8	8		2	2
3. Technical Peer Review								
3.1. Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Final Biotic Report, and Forest Management Plan	\$7,930	68	2	12	12	40		2
3.2. Traffic Impact Analysis Report								
3.3. Preliminary Drainage Report								
3.4. Phase 1/Phase 2 Archaeological Investigation Report	\$8,335	72	1	4	32	34		1
3.5. Air Quality/Greenhouse Gas Emissions Assessment	\$3,520	28		4	16	8		
3.6. Visual Impact Assessment	\$3,220	24	2	2	16	4		
4. Technical Reports								
4.1 Acoustical Analysis	\$4,085	34	1	2	18	10	2	1
5. Responsible Agencies/Trustee Agencies/Other Agency Contacts	\$2,970	21	1	4	16			
6. Administrative Draft Project Description	\$3,995	36		4	8	14	8	1
7. Draft Project Description	\$1,415	12		2	2	4	2	1
8. Administrative Draft EIR								
8.1 Executive Summary	\$2,500	23		2	6	10		4
8.2 Introduction and Environmental Setting	\$2,330	22		2	6	8	4	2
8.3 EIR Impact Analysis								
Aesthetics	\$2,260	20		1	6	8	4	
Agricultural Resources	\$4,420	37		2	20	8	6	
Air Quality	\$2,470	21		2	6	12		
Biological Resources	\$5,310	48	2	4	8	28	6	
Cultural Resources	\$3,660	33	1	2	8	20	2	
Geology/Soils	\$3,590	32	2	2	6	18	4	
Greenhouse Gas Emissions	\$3,110	27	1	2	8	16		
Hazards and Hazardous Materials	\$3,610	33	1	2	6	24		
Hydrology/Water Quality	\$3,780	35	1	2	6	24		
Land Use and Planning	\$4,670	43	1	2	16	20	4	
Noise	\$2,020	18	1	1	4	10	2	
Public Services	\$3,180	30	1	1	4	24		
Transportation/Traffic (Rincon Labor Only)	\$2,320	21	1	2	4	6	8	
Utilities and Services	\$1,400	12	1	1	2	8		
Effects Found Not to Be Significant	\$1,640	13	1	2	4	6		
8.4 Alternatives (3)	\$5,920	55	1	4	16	24	4	6
8.5 Other CEQA-Required Sections	\$1,710	15		1	6	8		
9. Draft EIR								
9.1 Revise ADEIR Based on Staff Comments	\$5,740	50	2	4	16	24	2	2
9.2 Draft EIR Publication	\$3,460	35	1	2	6	16	2	8
10. Administrative Final EIR and MMRP								
10.1 Administrative Final EIR/Responses to Comments	\$8,160	72	2	6	24	32	4	4
10.2 Draft Mitigation Monitoring and Reporting Program	\$2,210	19	1	2	4	12		
11. Final EIR								
11.1 Revise AFEIR Based on Staff Comments	\$4,570	40	2	4	12	16	2	4
11.2 Publication of Final EIR	\$2,840	30	1	3	6	6		14
12. CEQA Findings	\$5,200	44	2	6	12	22		2
13. Meetings and Hearings (24)	\$13,740	102		12	90			
14. Assemble Administrative Record	\$1,890	15	1	2	8	2		2
Project Management/Coordination	\$11,380	80	6	20	60			4
Subtotal Labor (Base Fee):	\$165,210	1,401	48	149	632	536	72	62
Additional Costs								
Hexagon Transportation Consultants, Inc. - Traffic Peer Review and Analysis	\$9,940							
Ecological Studies - Biological Impact Analysis Peer Review	\$4,969							
Wallace Group - Preliminary Drainage Report Peer Review	\$8,600							
Printing: ADEIR	\$640							
DEIR	\$2,750							
AFEIR	\$820							
FEIR	\$3,530							
Supplies, Mileage, and Miscellaneous Expenses	\$6,781							
General & Administrative	\$5,705							
Subtotal Additional Costs (Base Fee):	\$43,735							
TOTAL LABOR + ADDITIONAL COSTS	\$208,945							

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS
RINCON CONSULTANTS, INC.**

Standard Fee Schedule for Environmental, Biological, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Rate</u>
Principal II.....	\$ 210/hour
Principal I.....	\$ 170/hour
Senior/Supervising Environmental Scientist/Planner/Biologist II.....	\$ 150/hour
Supervising Environmental Scientist/Planner/Biologist I.....	\$ 140/hour
Senior Environmental Scientist/Planner/Biologist II.....	\$ 135/hour
Senior Environmental Scientist/Planner/Biologist I.....	\$ 120/hour
Environmental Scientist/Planner/Biologist III.....	\$ 105/hour
Environmental Scientist/Planner/Biologist II.....	\$ 90/hour
Environmental Scientist/Planner/Biologist I.....	\$ 70/hour
Environmental Technician.....	\$ 60/hour
Environmental Field Aide.....	\$ 55/hour
Senior GIS Specialist.....	\$ 105/hour
GIS Specialist.....	\$ 85/hour
CAD Specialist.....	\$ 70/hour
Graphic Designer.....	\$ 70/hour
Technical Editor.....	\$ 80/hour
Clerical/Administrative Assistant.....	\$ 55/hour
Production Technician.....	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use. For transportation in employee-owned automobiles, automobile mileage will be charged at the current standard IRS rate. Rental vehicles will be billed at cost plus 15%.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS
RINCON CONSULTANTS, INC.**

Equipment Schedule for Environmental, Biological, and Planning Services

Equipment	Cost	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Biological Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large	\$ 1.50	Each per trap cycle
Mammal trap, small	\$ 0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand	\$ 10	Day
Net, large seine	\$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Offroad 4x4 Mule	\$ 75	Day
Sound Level Meter	\$ 50	Day
Standard Field GPS	\$ 5	Day

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

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

1. Invoice Coversheet

*Rincon Consultants, Inc.
California Flats Solar Project Environmental Impact Report*

Date: _____

Invoice No. _____

Agreement Term: *March 13, 2013 – December 31, 2014*

Agreement Amount: *\$282,075.75. (\$208,945.00 base budget plus \$75,130.75 project contingency)*

This Invoice:	1.	\$6,810.00	<i>Project Initiation and Data Collection</i>	
	2.	\$ 980.00	<i>Notice of Preparation Meeting</i>	
	2.1	\$2,680.00	<i>Community Scoping Meeting</i>	
	3.		<i>Technical Peer Review</i>	
	3.1	\$7,930.00	<i>Biotic Report and Forest Management Plan, etc.</i>	
	3.2	*	<i>Traffic Impact Analysis Report</i>	
	3.3	**	<i>Preliminary Drainage Report</i>	
	3.4	\$8,335.00	<i>Phase 1 / 2 Archaeological Investigation Report</i>	
	3.5	\$3,520.00	<i>Air Quality/Greenhouse Gas Emissions Assessment</i>	
	3.6	\$3,220.00	<i>Visual Impact Assessment</i>	
	4.		<i>Technical Reports</i>	
	4.1	\$4,065.00	<i>Acoustical Analysis</i>	
	5.	\$2,970.00	<i>Responsible Agencies/Trustee Agencies/Other Agency Contacts</i>	
	6.	\$3,995.00	<i>Administrative Draft Project Description</i>	
	7.	\$1,415.00	<i>Draft Project Description</i>	
	8.		<i>Administrative Draft EIR</i>	
	8.1	\$2,500.00	<i>Executive Summary</i>	
	8.2	\$2,330.00	<i>Introduction and Environmental Setting</i>	
	8.3		<i>EIR Impact Analysis</i>	
		\$2,260.00	<i>Aesthetics</i>	
		\$4,420.00	<i>Agricultural Resources</i>	
		\$2,470.00	<i>Air Quality</i>	
		\$5,310.00	<i>Biological Resources</i>	
		\$3,660.00	<i>Cultural Resources</i>	
		\$3,590.00	<i>Geology/Soils</i>	
		\$3,110.00	<i>Greenhouse Gas Emissions</i>	
		\$3,610.00	<i>Hazards and Hazardous Materials</i>	
		\$3,780.00	<i>Hydrology/Water Quality</i>	
		\$4,870.00	<i>Land Use and Planning</i>	
		\$2,020.00	<i>Noise</i>	

**See Additional Costs*

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

<i>This Invoice:</i>	\$3,180.00	Public Services	_____
	\$2,320.00	Transportation/Traffic (Rincon Labor Only)	_____
	\$1,400.00	Utilities and Services	_____
	\$1,640.00	Effects Found Not to Be Significant	_____
8.4	\$5,920.00	Alternatives (3)	_____
8.5	\$1,710.00	Other CEQA-Required Services	_____
9.		Draft EIR	_____
9.1	\$5,740.00	Revise ADEIR Based on Staff Comments	_____
9.2	\$3,460.00	Draft EIR Publication	_____
10.		Administrative Final EIR and MMRP	_____
10.1	\$8,160.00	Administrative Final EIR/Responses to Comments	_____
10.2	\$2,210.00	Draft Mitigation Monitoring and Reporting Program	_____
11.		Final EIR	_____
11.1	\$4,570.00	Revise AFEIR Based on Staff Comments	_____
11.2	\$2,840.00	Publication of Final EIR	_____
12.	\$5,200.00	CEQA Findings	_____
13.	\$13,740.00	Meetings and Hearings (24)	_____
14.	\$1,890.00	Assemble Administrative Record	_____
	\$11,380.00	Project Management/Coordination	_____
		<u>Additional Costs</u>	_____
		Hexagon Transportation Consultants, Inc. –	_____
*	\$9,940.00	Traffic Peer Review and Analysis	_____
		Ecological Studies –	_____
	\$4,969.00	Biological Impact Analysis Peer Review	_____
**	\$8,600.00	Wallace Group – Preliminary Report Peer Review	_____
		Printing	_____
	\$640.00	ADEIR	_____
	\$2,750.00	DEIR	_____
	\$820.00	AFEIR	_____
	\$3,530.00	FEIR	_____
		Miscellaneous	_____
	\$6,781.00	Supplies, Mileage, and Miscellaneous Expenses	_____
	\$5,705.00	General & Administrative	_____
Grand Total:			\$208,945.00

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 - Finance Division
 168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
 Telephone: (831) 755-4829

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 \$73,130.75) 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 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 his absence, the Assistant Director. Within ten working days thereafter, the Director of Planning or the Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send his decision in writing to the Project Applicant, and CONTRACTOR.

Unless he denies the recommended transfer, the Director or Assistant Director of Planning 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 Planning or the Assistant Director, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

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