

# Attachment B

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**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
EMC PLANNING GROUP, INC.**

**THIS AMENDMENT NO. 6** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (hereinafter, "Project"); and

**WHEREAS**, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions); May 21, 2014 (hereinafter, "Amendment No. 3"), October 28, 2014 (hereinafter, "Amendment No. 4"), and June 9, 2015 (hereinafter, "Amendment No. 5"); and

**WHEREAS**, CONTRACTOR has completed tasks through the circulation of the Project's Draft EIR for Public review under Exhibit A, Scope of Services/Payment Provisions, of the Agreement; and

**WHEREAS**, the Parties acknowledge that a total amount of \$22,383.00, originally approved for tasks under Exhibit A of the Agreement, is no longer necessary and will be reallocated to new tasks identified in Exhibit A-3, Scope of Services/Payment Provisions, of the Agreement for completion of the EIR for the Project; and

**WHEREAS**, new tasks will be included in Exhibit A-3 of the Agreement to allow CONTRACTOR to prepare a Revised Draft EIR to include significant new information to the Biological Resources, Cultural and Historic Resources, Hydrology, Traffic, Water Quality, and Noise sections, and to include evaluation of an additional alternative for completion of the Project; and

**WHEREAS**, additional time and funding are necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to December 31, 2016 and to increase the amount by \$146,232.28 to continue to provide tasks identified in this Agreement and as amended by this Amendment No. 6.

Amendment No. 6 to Professional Services Agreement  
EMC Planning Group, Inc.  
Paraiso Hot Springs Resort EIR  
RMA – Planning  
Term: September 10, 2012 – December 31, 2016  
Not to Exceed: \$302,647.08

**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 and A-3** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2 and A-3**, 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 \$302,647.08.

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

The term of this Agreement is from September 10, 2012 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".

5. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through December 31, 2016, 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. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

Amendment No. 6 to Professional Services Agreement  
EMC Planning Group, Inc.  
Paraiso Hot Springs Resort EIR  
RMA – Planning  
Term: September 10, 2012 – December 31, 2016  
Not to Exceed: \$302,647.08

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Director of Planning

EMC Planning Group, Inc.  
Contractor's Business Name

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

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

Its: Michael J. Groves, Preisdent  
(Printed Name and Title)

Date: November 20, 2015

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

By: \_\_\_\_\_  
Deputy County Counsel

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

Its: Teri Wissler Adam, Secretary  
(Printed Name and Title)

Date: 12-1-15

Date: November 20, 2015

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: 11-23-15

**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. 6 to Professional Services Agreement  
EMC Planning Group, Inc.  
Paraiso Hot Springs Resort EIR  
RMA – Planning  
Term: September 10, 2012 – December 31, 2016  
Not to Exceed: \$302,647.08

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

To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### **Task 1 Administration, Management, and Project Restart**

- Prepare Project Schedule.
- Manage Agreement.
- Initiate subconsultants and coordinate the Project team.
- Provide California Environmental Quality Act (CEQA) consultation and management services for County.
- Obtain all new supplemental Project information (historic report and peer review, hydrogeologic report, wetland delineation, traffic report, alternative Project plans, and visual analysis by County staff) from County staff and/or the Project Applicant and distribute applicable documentation to team members.

#### **Task 2 Restart Meeting/Weekly Conference Calls**

- CONTRACTOR's Project Manager and Principal-in-Charge shall attend a Project restart meeting with County staff (Resource Management Agency (RMA) - Planning, Water Resources Agency (WRA), Environmental Health Bureau, and RMA - Public Works) to discuss the Project. Issues expected to be addressed include the following: scheduling, hydrogeology, biology, noise, visual resources, traffic (including the new traffic report by Hatch Mott MacDonald and RMA - Public Works' response to traffic comments on the Draft Environmental Impact Report (EIR)), and alternatives.
- CONTRACTOR shall budget to attend six (6), two (2) hour conference calls. Any additional meetings that may be required shall be requested through a formal request for Project Contingency usage.

#### **Task 3 Aesthetics and Visual Resource Revisions**

CONTRACTOR understands that the County will prepare a visual analysis of the proposed Project. CONTRACTOR shall incorporate the analysis and findings prepared by the County into the Aesthetics and Visual Resource section of the Revised Draft EIR.

#### **Task 4 Biological Resource Revisions (Wildlife Corridors)**

CONTRACTOR's Biologists shall provide wildlife movement evaluation for the Project site. The evaluation will include the following tasks:

- Review available technical reports and other information on regional wildlife movement corridor research.
- Determine revised level of impact due to proposed Project and development of mitigation measures, if needed.

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

The evaluation outlined above assumes that general information on proposed nighttime lighting, proposed site fencing, and domestic animal presence, etc. will be provided by the Project Applicant prior to evaluation. This evaluation will also utilize information from the traffic analysis (included in the Draft EIR) and updated noise analysis (included as part of this scope of services). This analysis will be incorporated into the Revised Draft EIR.

### **Task 5 Biological Resource Revisions (Wetland Delineation)**

CONTRACTOR's Biologists shall review the revised wetland delineation submitted by the Project Applicant. CONTRACTOR's Biologists shall determine revised level of impact due to proposed Project, and adjust mitigation measures, if needed. The new report shall be incorporated into the Revised Draft EIR Biological Resources section (for setting and impact analysis). This assumes that an accurate revised site-wide wetland delineation reflecting all anticipated wetland/waterway impacts for the current Project design shall be provided by the Project Applicant prior to evaluation. CONTRACTOR assumes all information in this report will be updated to include the new wetland/waterway and riparian vegetation impact areas for the current site plans, such as the proposed construction of three (3) bridges, removal of culverts, construction of an in-stream pond, and stream setback encroachment.

### **Task 6 Biological Resource Supplemental Analysis (Wildland Fire Clearance)**

CONTRACTOR's Biologists shall review relevant Project fire clearance comments on the Draft EIR and prepare an analysis of the Project impacts to habitat values associated with wildland fire clearance that will be required around all proposed structures. Because the development footprint is surrounded by vegetation, this required fire clearance/fuel modification area will impact habitats that were not previously analyzed. This task includes coordination with the County and with the California Department of Forestry and Fire Protection (CAL FIRE) to determine specific vegetation clearance requirements in the zero to thirty foot (0-30') zone and thirty to one hundred foot (30-100') zone surrounding all proposed structures.

This task also includes an estimate in Geographic Information Systems (GIS) of the acreage of the different vegetation types that would be impacted in the two (2) fire clearance zones. The GIS analysis will utilize the Paraiso Hot Springs Resort Vegetation Map prepared by Rana Creek (2003) for vegetation type and location, and the Vesting Tentative Map prepared by Hill Glazier Architects (2005, revised 05/18/2012). As these data sources are not available in a georeferenced format (CAD or GIS), the sources will need to "registered," or fit, to a georeferenced base map in ArcGIS. CONTRACTOR shall use aerial imagery data from ArcGIS Online as the base map source.

The following steps will be taken to identify areas of wildland fire clearance and estimate acreages of vegetation types that may be impacted by the clearance:

1. Georeference site map into ArcGIS to determine approximate building locations.
2. Digitize polygons around building clusters using site map as a guideline.

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

3. Digitize vegetation boundaries using Vegetation Map (as noted above) and CONTRACTOR - created GIS layer of woodland impact. (Existing woodland impact layer shows some vegetation from previous analysis but does not include all vegetation types.)
4. Create buffers of thirty feet (30') and thirty to one hundred feet (30 – 100').
5. Calculate acreage of buffer areas.
6. Summarize acreage of vegetation lost due to fire clearance requirements.

The GIS evaluation and CONTRACTOR's Biologist findings regarding potential wildland clearance impacts will be incorporated into the EIR Biological Resources section.

### **Task 7 Cultural Resource Revisions**

CONTRACTOR understands that a revised historic analysis will be prepared by Dana Painter for the Project Applicant and peer reviewed by the County Historic Resource Review Board. CONTRACTOR shall incorporate the findings into the Cultural Resources section of the Revised Draft EIR.

### **Task 8 Hydrogeology Revisions**

CONTRACTOR understands that Todd Groundwater is preparing a hydrogeologic study for the Project Applicant. CONTRACTOR's subconsultant, Balance Hydrologics, Inc. shall provide a peer review of the report prior to its incorporation into the Revised Draft EIR.

Should County staff determine that based on the additional environmental analysis, additional alternatives need to be considered, CONTRACTOR shall, upon request by the County and with approval, prepare a new scope of services and budget to prepare a new alternative and revise the Alternatives section of the Draft EIR to process an amendment to this Agreement for this additional service.

### **Task 9 Noise Revisions**

CONTRACTOR's subconsultant, Illingworth & Rodkin, Inc., shall prepare a noise analysis of the proposed Project for use in the Revised Draft EIR. The noise analysis will address construction noise, traffic noise, and operational noise from the resort.

### **Task 10 Traffic Revisions**

CONTRACTOR understands that Hatch Mott MacDonald is preparing a traffic impact analysis for the currently proposed Project for the Project Applicant. CONTRACTOR's subconsultant, Hexagon Transportation Consultants, Inc., shall provide a peer review of the report prior to its incorporation into the Revised Draft EIR.

Note: Should the traffic impact analysis identify trip generation that is significantly higher than what was analyzed in the previous Draft EIR, the Air Quality and Climate Change sections of the EIR may also need to be revised to reflect the higher emissions associated with additional trips. This scope of services does not include the revisions to these sections; a separate scope of services and budget will be prepared upon request by the County and with approval, an amendment to this Agreement will be processed for this additional service.



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

### **Task 11 Additional Project Alternative Evaluation**

CONTRACTOR understands that the Project Applicant is proposing a new alternative which will be a variation of the existing reduced density alternative, but with retention of five (5) of the villas in Indian Valley. The alternative will remove structures proposed to be built on the hillside and locate them in the valley at a location already specified for development. CONTRACTOR shall evaluate this as a third (3<sup>rd</sup>) Project alternative in the Alternatives section of the Revised Draft EIR. CONTRACTOR assumes that no additional traffic counts or other modeling (e.g. air quality, greenhouse gas, biological impact, etc.) are necessary for this evaluation.

### **Task 12 Additional EIR Revisions**

CONTRACTOR shall review the Draft EIR in detail and make additional revisions to other sections of the EIR beyond those specified above (aesthetics, biological resources, cultural resources and historic resources; hydrology and water quality; noise, and traffic) to ensure that all applicable comments received on the Draft EIR are addressed in the Revised Draft EIR. Other revisions will include updates to the Introduction, References, Executive Summary, and the CEQA Considerations section for consistency with any changes resulting from the additional evaluation of biological resources, cultural resources, hydrogeology, traffic and noise as identified above. Note: It is anticipated that no revisions to the Air Quality and Climate Change sections of the EIR will be needed as a result of the new traffic impact analysis being prepared by Hatch Mott MacDonald. Should the new traffic analysis identify significantly more trips than previously analyzed, a separate scope of services and budget will be prepared upon request by the County and with approval, an amendment to this Agreement will be processed for this additional service. Refer to Task 10 above.

### **Task 13 Revised Administrative Draft EIR**

CONTRACTOR shall prepare and submit draft copies of the Revised Administrative Draft EIR. Figures, tables, and appendices will be included as necessary to support the recirculated EIR.

#### *Deliverables*

- Five (5) bound printed copies

### **Task 14 Revised Proof Draft EIR/Legal Counsel Meeting**

- Produce a Revised Proof Draft EIR, with appendices, which will include the technical memorandums.
- Attend Project meeting with County Counsel.

#### *Deliverables*

- Five (5) bound printed copies

### **Task 15 Public Review Revised Draft EIR**

- Based upon County staff comments on the Revised Proof Draft EIR, CONTRACTOR shall revise the document and produce the Public Review Revised Draft EIR, with appendices; and
- Prepare the Notice of Availability and the Notice of Completion.

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

- Compile reference documentation. Electronic copies will be provided when available. Hard copies will be provided where electronic copies are not available. Where the reference is on a website, only the reference to the website will be provided.
- Attend a meeting with County staff.

### *Deliverables*

- One (1) hard copy, single-sided Revised Draft EIR
- Forty-five (45) bound hard copies
- Ten (10) CD copies
- Compendium of reference materials (electronically or electronically and hard copy combination)

### **Task 16 Administrative Final EIR**

- CONTRACTOR shall prepare the response to comments received during the Public Comment period for the Revised Draft EIR and compile into the Administrative Final EIR. Prepare the Administrative Final EIR as a separate document (from the Revised Draft EIR) including a revised summary section, a list of all agencies and individuals commenting on the Revised Draft EIR, comments received during the Public Review period for the Revised Draft EIR, responses to those comments, and changes to the Revised Draft EIR.
- CONTRACTOR shall attend meeting with County staff.

### *Deliverables*

- Five (5) bound printed copies of the Administrative Final EIR

### **Task 17 Proof Final EIR/Legal Counsel Meeting**

- CONTRACTOR shall comprehensively revise the Administrative Final EIR and produce a proof Final EIR, with appendices, which will include the technical memorandums.
- CONTRACTOR shall attend Project meeting with County Counsel.

### *Deliverables*

- Five (5) bound printed copies

### **Task 18 Final EIR**

- CONTRACTOR shall prepare the Final EIR based upon County staff comments.

### *Deliverables*

- One (1) hard copy, single-sided of the Final EIR
- Forty (40) hard copies of the Final EIR
- Ten (10) CD copies of the Final EIR

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

### **Task 19 Attend Planning Commission (PC) and Board of Supervisors (BOS) Meetings**

- CONTRACTOR shall attend one (1) PC meeting and be prepared to summarize the findings in the EIR and to answer questions.
- CONTRACTOR shall attend one (1) BOS meeting and be prepared to summarize the findings in the EIR and to answer questions.

Services detailed in Exhibit A-3 – Scope of Services/Payment Provisions of the Agreement shall be provided as noted. Additional services cannot be provided until the additional work is presented to the County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

A.2 All written reports required under this Agreement must be delivered in written or hardcopy format as defined above to the following individual in accordance with the schedule above:

John H. Ford  
Planning Services Manager  
County of Monterey  
Resource Management Agency - Planning  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Email: fordjh@co.monterey.ca.us

## MILESTONE PAYMENTS AND BUDGET

The proposed milestone payments are presented below.

Milestones	Payment
1. Administration, Management, Project Restart	\$7,950.00
2. Noise and Traffic Reports and Hydrologic Peer Review	\$45,058.50
3. Revised Administrative Draft EIR	\$51,803.00
4. Public Review Revised Draft EIR	\$13,385.00
5. Administrative Final EIR	\$15,340.00
6. Final EIR	\$10,765.00
7. PC/BOS Public Hearings	\$5,240.00
<b>Subtotal</b>	<b>\$149,541.50</b>

A detailed budget is provided as attached.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Paraiso Springs Resort Revised EIR Budget for Amendment No. 6 (08/18/15)									
EMC Planning Group Inc.									
Task	Sr. Principal Wissler Adam	Sr. Planner Kinison Brown	Senior Biologist Edwards	Graphics/GIS	Production Administration	Total Hours	Total Cost		
Staff Billing Rate (Per Hour)	\$205.00	\$150.00	\$150.00	\$125.00	\$95.00				
1. Administration, Management, Project Restart -	4	45	0	0	0	4	\$7,950.00		
2. Restart Meetings/Weekly Conference Calls	12	28	4	0	0	1	\$7,355.00		
3. Aesthetics and Visual Resource Revisions	1	4	0	0	1	7	\$1,025.00		
4. Biological Resource Revisions (Wildlife Corridors)	1	2	10	2	0	15	\$2,255.00		
5. Biological Resource Revisions (Wetland Delineation)	1	2	12	2	0	17	\$2,555.00		
6. Biological Resource Supplemental Analysis (Wildland Fire Clearance)	1	4	12	12	4	33	\$4,485.00		
7. Cultural Resource Revisions	0	0	0	0	0	0	\$600.00		
8. Hydrogeology Revisions	1	24	8	10	4	47	\$6,635.00		
9. Noise Revisions	0	8	0	0	0	8	\$1,200.00		
10. Traffic Revisions	2	12	0	2	0	16	\$2,460.00		
11. Additional Project Alternative Evaluation	2	8	1	1	0	12	\$1,885.00		
12. Additional EIR Revisions (Based on DEIR Comments)	2	24	0	4	4	34	\$4,890.00		
13. Revised Administrative Draft EIR	18	100	0	0	8	124	\$19,040.00		
14. Revised Proof Draft EIR/Legal Counsel Meeting	12	28	0	2	10	52	\$7,860.00		
15. Public Review Revised Draft EIR	4	16	0	0	4	24	\$3,600.00		
16. Administrative Final EIR	8	85	0	0	10	103	\$15,340.00		
17. Proof Final EIR/Legal Counsel Meeting	8	20	0	0	0	28	\$4,640.00		
18. Final EIR	4	16	4	0	4	28	\$4,200.00		
19. PC/BOS Meetings	8	24	0	0	0	32	\$5,240.00		
Subtotal (Hours)	87	454	51	36	54	682			
Subtotal (Cost)	\$17,835.00	\$68,100.00	\$7,650.00	\$4,500.00	\$5,130.00		\$103,215.00		

Additional Costs	
Production Costs	\$3,500.00
Travel Costs	\$180.00
Postal/Deliverables	\$300.00
Miscellaneous	\$600.00
Administrative Overhead 10%	\$448.00
<b>Total</b>	<b>\$4,928.00</b>

Subconsultant Fees	
Illingworth & Rodkin, Inc. (Noise Report)	\$11,000.00
Balance Hydrologics, Inc. (Hydrogeologic Peer Review)	\$9,835.00
Hexagon Transportation Consultants, Inc.	\$16,800.00
Subconsultant Overhead 10%	\$3,763.50
<b>Total</b>	<b>\$41,398.50</b>

Total Costs	\$149,541.50
Credit for Exhibit A Tasks No Longer Required	\$22,383.00
<b>TOTAL INCREASE FOR AMENDMENT NO. 6</b>	<b>\$127,158.50</b>

EMC Planning Group, Inc.  
Paraiso Hot Springs Resort EIR  
RMA - Planning

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

**PAYMENT PROVISIONS**

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted and shall identify the document or work product being delivered in accordance with the "Milestone Payments and Budget" and shall include the following:

**1. Invoice Coversheet**

**EMC Planning Group, Inc.**  
**Paraiso Hot Springs Resort Environmental Impact Report**

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

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

*Original Agreement Term:* September 10, 2012 – June 30, 2013  
*Original Agreement Amount:* \$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)  
*Amendment No. 1:* \$ 6,850.00 (\$ 6,850.00 base budget plus \$0.00 project contingency)  
*Extension of Term to June 30, 2014*  
*Amendment No. 2:* \$6,010.00 (\$ 6,010.00 base budget plus \$0.00 project contingency)  
*Amendment No. 3:* Extension of Term to December 31, 2014  
*Amendment No. 4:* Extension of Term to June 30, 2015  
*Amendment No. 5:* Extension of Term to June 30, 2016  
*Amendment No. 6:* \$146,232.28 (\$127,158.50 Base Budget plus \$19,073.78 project contingency)  
*Extension of Term to December 31, 2016*  
*Total Agreement Amount:* \$302,647.08 (\$283,573.30 base budget plus \$19,073.78 project contingency)

**This Invoice:**

**Budget**

\$	7,950.00	Task 1: Administration, Management, Project Restart	
\$	7,355.00	Task 2: Restart Meeting/Weekly Conference Calls	
\$	1,025.00	Task 3: Aesthetics and Visual Resource Revisions	
\$	2,255.00	Task 4: Biological Resource Revisions (Wildlife Corridors)	
\$	2,555.00	Task 5: Biological Resource Revisions (Wetland Delineation)	
\$	4,485.00	Task 6: Biological Resource Supplemental Analysis (Wildland Fire Clearance)	
\$	600.00	Task 7: Cultural Resource Revisions	
\$	6,635.00	Task 8: Hydrogeology Revisions	

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

\$	1,200.00	Task 9: Noise Revisions	_____
\$	2,460.00	Task 10: Traffic Revisions	_____
\$	1,885.00	Task 11: Additional Project Alternative Evaluation	_____
\$	4,890.00	Task 12: Additional EIR Revisions	_____
\$	19,040.00	Task 13: Revised Administrative Draft EIR	_____
\$	7,860.00	Task 14: Revised Proof Draft EIR/Legal Counsel Meeting	_____
\$	3,600.00	Task 15: Public Review Revised Draft EIR	_____
\$	15,340.00	Task 16: Administrative Final EIR	_____
\$	4,640.00	Task 17: Proof Final EIR/Legal Counsel Meeting	_____
\$	4,200.00	Task 18: Final EIR	_____
\$	5,240.00	Task 19: PC/BOS Meetings	_____
\$	4,928.00	<b><u>Additional Costs</u></b>	_____
	\$3,500.00	Production Costs	_____
	\$180.00	Travel Costs	_____
	\$300.00	Postal/Deliverables	_____
	\$500.00	Miscellaneous	_____
	\$448.00	Administrative Overhead 10%	_____
\$	41,398.50	<b><u>Subconsultant Fees</u></b>	_____
	\$11,000.00	Illingworth & Rodkin, Inc.	_____
	\$9,835.00	Balance Hydrologics, Inc.	_____
	\$16,800.00	Hexagon Transportation Consultants, Inc.	_____
	\$3,763.50	Subconsultant Overhead (10%)	_____
<b>TOTAL COSTS:</b>			<b>\$149,541.50</b>
<b>CREDIT FOR EXHIBIT A APPROVED TASKS NO LONGER NECESSARY:</b>			<b>\$ 22,383.00</b>
<b>GRAND TOTAL:</b>			<b>\$127,158.50</b>

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

Approved as to Work/Payment: \_\_\_\_\_ Date \_\_\_\_\_  
*John H. Ford, Planning Services Manager*

All Invoices Are To Be Sent To:  
 Diana Lemos, Account Clerk  
 County of Monterey, Resource Management Agency - Planning  
 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901  
 Telephone: (831) 755-5220

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

### 2. Invoice Detail

Prior to the CONTRACTOR exceeding a payment amount from the "Milestone Payments and Budget", CONTRACTOR shall contact the County's Planning Services Manager to obtain pre-approval to exceed the payment budget amount. If County approval is obtained, CONTRACTOR shall adjust the "Milestone Payments and Budget" payment amounts to reflect the overage and adjust the remaining "Milestone Payments and Budget" payment amounts to ensure that the total Project budget does not exceed the overall approved budget amount. CONTRACTOR shall forward the revised "Milestone Payments and Budget" with the pre-approved invoice to the County's Planning Services Manager for final approval for payment.

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

### 3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$19,073.78) 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 Planning Services Manager, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

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

Within five (5) working days of receipt of the recommendation, the Planning Services Manager and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of Planning, or in the Director's absence, designee. Within ten (10) working days thereafter, the Director of Planning or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the Director or designee, the Director of Planning or designee will ask the Project Applicant to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the Director of Planning or designee, payment for 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.