

Attachment B

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on April 17, 2013 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on April 9, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), and February 4, 2015 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions); and

WHEREAS, California Flats Solar, LLC (hereinafter, "Project Applicant") has applied to the County for approval of a Combined Development Permit for the California Flats Solar Project (hereinafter, "Project") requiring an Environmental Impact Report (EIR); and

WHEREAS, Project is located within both Monterey County and San Luis Obispo (hereinafter, "SLO") County; and

WHEREAS, the County, acting as Lead Agency, certified a Final EIR with mitigation measures and approved the Project subject to a Mitigation Monitoring and Reporting Plan (MMRP); and

WHEREAS, SLO County, a Responsible Agency under the California Environmental Quality Act (CEQA), considered the County's Final EIR for its approval of a Conditional Use Permit DRC2015-00016 for the portion of the Project located within SLO County; and

WHEREAS, SLO County adopted relevant mitigation measures contained in the MMRP applicable to the Project area located within SLO County; and

WHEREAS, Project Applicant, County and SLO County desire to avoid duplication of work in implementation of the MMRP; and

WHEREAS, the County desires to include new additional tasks associated with Task 10.2, Draft MMRP, of this Agreement; and

WHEREAS, costs associated with CONTRACTOR's work conducted in SLO County, as reflected in the Cost Estimate included in Exhibit A-3, Scope of Services/Payment Provisions, will be paid under a separate agreement between SLO County, CONTRACTOR, and Project Applicant; and

WHEREAS, costs associated with CONTRACTOR's work conducted within the County, as reflected in the Cost Estimate included in Exhibit A-3, Scope of Services/Payment Provisions, will be paid under this Agreement; and

WHEREAS, a budget cost savings balance in the amount of \$33,019.00 remains from work conducted under the Agreement prior to this Amendment No. 3, and the Parties intend that this balance be reallocated to the new additional tasks associated with the expansion of Task 10.2, Draft MMRP; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete the new additional tasks; and

WHEREAS, the Parties wish to further amend this Agreement to extend the term to December 31, 2018 and to increase the amount by \$424,876.05 to continue to provide tasks identified in this Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend this 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 \$851,617.30.

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

The term of this Agreement is from March 13, 2013 to December 31, 2018, 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 "Project Schedule" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to allow for completion of additional tasks associated with Task 10.2, Draft MMRP, for the Project as set forth in Exhibit A-3, Scope of Services/Payment Provisions.
6. All other terms and conditions of this Agreement remain unchanged and in full force.
7. This Amendment No. 3 shall be attached to this Agreement and incorporated therein as if fully set forth in this Agreement.
8. The recitals to this Amendment No. 3 are incorporated into this Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to this Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Director of Planning

By: Rincon Consultants, Inc.
Contractor's Business Name

Date: _____

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

Its: Michael Giaketsis, President
(Print Name and Title)

Date: 9/11/2015

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

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

By: _____
Deputy County Counsel

Its: Richard Dawson, Secretary
(Print Name and Title)

Date: _____

Date: 9/14/15

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Rincon Consultants, 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 for the California Flats Solar Project (hereinafter, "Project"). County and CONTRACTOR acknowledge that all tasks in the current scope of services have been completed and there is a remaining unused budget balance in the amount of \$33,019.00 which will be applied to the budget for the expansion and inclusion of new additional tasks related to Task 10.2, Draft Mitigation Monitoring and Reporting Program (MMRP), of Task 10, Administrative Final Environmental Impact Report (EIR) and MMRP. These tasks will be conducted in four (4) stages as set forth below:

STAGE 1: ACCESS ROAD AND NORTHERN PHOTOVOLTAIC (PV) CONSTRUCTION

Task 10.2.a Technical Document Review for Access Road and Northern PV Construction

CONTRACTOR shall perform detailed peer review of technical documents such as preconstruction survey reports and other technical studies and permits, review of various plans and procedures, and review of documentation that specific conditions have or will be met by California Flats Solar, LLC (hereinafter, Project Applicant"). Peer review of these documents will focus on accuracy of the information as well as the level of compliance with the specified mitigation measures.

CONTRACTOR shall provide technical memoranda summarizing the review of each document and any recommendations for next steps if applicable. Memorandums will be prepared for each document or compilation of documents for similar issue areas (e.g. restoration plans). A complete list of the expected plans, technical documents and survey reports to be reviewed will include the following documents:

- Conservation Easement Lands Habitat Assessment Documents
- Habitat Conservation Plan
- Special Status Plant Survey Report
- Coachwhip and Coast Horned Lizard Preconstruction Survey Report
- Wildlife Friendly Fence Design
- Bat Preconstruction Survey Report
- Nesting Bird and Raptor Preconstruction Survey Report
- Western Pond Turtle Preconstruction Survey Report
- Paleontological Resource Mitigation Plan
- American Badger Preconstruction Survey Report
- San Joaquin Kit Fox Survey Report
- Burrowing Owl Survey Report
- California Red Legged Frog (CRLF) Preconstruction Survey Report
- Vernal Pool Branchiopod Survey Report
- Biological Monitor Resumes
- Habitat Restoration and Revegetation Plan
- Project Vegetation and Invasive Species Management Plan
- Stage III Cultural Data Recovery Reports

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Western Spadefoot Preconstruction Survey Report
- California Tiger Salamander (CTS) and CRLF Relocation Sites Report
- Landslide Survey Report
- Recycling/Disposal Plan
- Emergency Response Training

CONTRACTOR shall also review non-report documentation and memoranda for each compliance measure, as applicable. Attachment A includes a full list of all compliance tasks for all Stages, and specifies the estimated hours to complete each review. Estimated hours for review of each document under each resource area (i.e. Air Quality, Biological Resources, Cultural Resources, Geological Resources, Hazards, Hydrology, Public Safety and Traffic) were used to develop the total cost for each resource area as shown in the cost spreadsheet.

Deliverable: CONTRACTOR shall provide technical memoranda summarizing the review of each document and any recommendations for next steps if applicable. Memorandums will be prepared for each document or compilation of documents for similar issue areas (e.g., restoration plans). A complete list of the expected plans, technical documents and survey report are noted above. Deliverables will be provided to the County's Project Manager, Delinda Robinson, in electronic format within five (5) working days of completion. Hard copy documents will be provided via the United States Postal Service on a monthly basis.

Task 10.2.b Compliance Tracking for Access Road and Northern PV Construction

CONTRACTOR shall track over eighty (80) mitigation measures within the MMRP, including tracking the preparation and timing of a wide range of documents, reports and notifications that must be submitted to the Project Applicant and/or the construction contractors to the County. CONTRACTOR shall develop a compliance tracking spreadsheet to track the status of all compliance measures, and maintain a full compliance binder of all final approved compliance documents. The compliance tracker will include a minimum of the following information: 1) Mitigation Measure number and name; 2) Timing of required compliance (i.e. pre-permit, preconstruction, construction, operation); 3) Name of reviewer; 4) Review deadlines; 5) Approval check boxes for CONTRACTOR and County reviewers; and 6) Notes for comments/recommendations for revisions or non-compliance issues. The compliance tracker can be expanded as needed following initial kick-off meeting coordination with County staff, and to be modified for the Stage II Construction Monitoring. CONTRACTOR shall identify and coordinate with County on any measures that have not been met through specified documentation, and communicate issues of non-compliance with County and Project Applicant through an approved non-compliance protocol developed during the Project initial kick-off meeting (see Compliance Management below).

Deliverable: CONTRACTOR shall provide brief memorandums that summarize the results of document review and provided recommendations for approval or revisions. A single memorandum for each of the documents listed in Task 10.2.a, Technical Document Review for Access Road and Northern PV Construction shall be provided to the County. The status of all other conditions will be addressed through the compliance tracker and/or direct communications with County. All written deliverables will be provided to the County's Project Manager, Delinda Robinson, in electronic format within five (5) working days of completion. Hard copy documents will be provided via the United States Postal Service on a monthly basis.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 10.2.c Compliance Management for Access Road and Northern PV Construction

CONTRACTOR shall participate in an initial kick-off meeting with County to develop a protocol for communication, review, and approval of compliance documents, and to develop a plan for addressing deficiencies in compliance reports, studies, and documents, and for communicating and correcting non-compliance issues.

CONTRACTOR shall provide the direct oversight and management of Project compliance activity including coordination of staff for management of compliance process, technical review, tracking and documentation of Project Applicant compliance with Project conditions, coordination with the Project Applicant and County for submission and review of compliance documents, regular communications with County on status of compliance review and overall status of Project Applicant's compliance, tracking and record keeping for compliance documents and approvals. CONTRACTOR shall also work on budget control, CONTRACTOR'S staffing needs and internal review timing and processes. CONTRACTOR assumes two (2) regularly scheduled meetings with County per week during Stage I preconstruction compliance review, and regular (up to daily) communications with County for coordinating submission, review, revisions requests, and final approvals of compliance documents. CONTRACTOR assumes compliance management and weekly compliance status report will require four (4) hours per week for the duration of the Project (4 hours/week x 56 weeks = 224 hours).

Deliverable: CONTRACTOR shall prepare weekly status reports to County to be used for communication to the Public regarding the ongoing status of compliance activity on this Project. Weekly status reports will be provided to the County's Project Manager, Delinda Robinson, in electronic format within five (5) working days of completion. Hard copy documents will be provided via the United States Postal Service on a monthly basis.

STAGE II: ACCESS ROAD AND NORTHERN PV CONSTRUCTION MONITORING

Task 10.2.d On-Site Compliance Monitoring

CONTRACTOR shall provide one (1) on-site Professional Staff (Compliance Monitor) at the initiation of construction to confirm and ensure that the Project site and construction activity is in compliance with all Project conditions, and that the appropriate monitoring staff have been contracted and are conducting environmental monitoring in an appropriate and professional manner. CONTRACTOR'S Professional Staff (Compliance Monitor) shall communicate directly with CONTRACTOR'S Senior Staff III (Compliance Manager) for information relating to Project activities, timing of construction activity, anticipated completion of critical compliance activities, and site orientations for scheduled and surprise site visits. CONTRACTOR'S Professional Staff (Compliance Monitor) shall inspect the site for compliance with Project conditions including, but not limited to the following:

- Signage
- Construction Lighting
- Conditions within Construction Management Plan
- Environmental Sensitive Area (ESA) fencing
- Wildlife avoidance and minimization measures
- Security fencing
- Dust control measures (including valley fever measures)
- Habitat Conservation Plan measures
- Biological monitoring activity
- Carcass removal
- CRLF and CTS construction barriers

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Habitat Mitigation Monitoring Plan (HMMP) implementation
- Riparian, wetland and stream setbacks
- Wildlife-friendly fencing
- Cultural resources data recovery program
- Unexpected archeological discoveries
- Paleontological monitoring
- Emergency access
- Maintenance of fire suppression equipment
- PVIMP implementation
- Frac-out plan
- Avoidance of archeological sites
- Cultural resources monitoring activity
- Paleontological monitoring
- Landslide avoidance
- Vehicle maintenance
- Peak-hour control measures

CONTRACTOR assumes that one (1) full-time Professional Staff I (Compliance Monitor) will be required during the first four (4) weeks of construction activity. During this period all construction activity located in San Luis Obispo (SLO) County is expected to be completed. Any work located and conducted in SLO County will be invoiced to SLO County according to the Cost Estimate, as reflected on Page 7 (below). At the completion of the first four (4) weeks of construction activity, and assuming the construction contractor and Project Applicant contracted Compliance Monitors are meeting all Project conditions and the Project is in good standing regarding environmental compliance, on-site monitoring will be reduced to three (3) days per week for spot-checks for the following ten (10) weeks, and then twice-weekly spot-checks from that point on for the duration of the northern PV site (fifty-six (56) weeks total through December 31, 2016) for a total of ninety-two (92) monitoring days (assuming five (5) day work weeks during the initial month of construction and eight (8) hour work days inclusive of travel time).

Task 10.2.e Ongoing Review of Monitoring Logs, Monitoring Reports, and Other Documents

CONTRACTOR shall have a dedicated, office-based, Senior Staff III (Compliance Manager) to review all daily logs, and weekly, monthly and annual reports, and to coordinate directly with County staff on submission of electronic copies of all monitoring reports and other Project documents, and the ongoing tracking of construction-phase compliance with Project conditions. CONTRACTOR'S Senior Staff III (Compliance Manager) will work directly with the County and the Project's on-site Compliance Monitors (contracted directly to the Project Applicant) for submission of regular monitoring reports and daily logs, and for procedures and notifications of non-compliance issues. CONTRACTOR assumes that, in addition to a review of any specific construction phase technical reports, this task will require an average of six (6) hours per week for review of daily logs and eight (8) hours per month for review of monitoring reports and coordination with the County for a total of four hundred thirty-two (432) hours.

STAGE III: SOUTHERN PV SITE PRECONSTRUCTION REVIEW

Task 10.2.f Southern Construction Phase Preconstruction Document Review and Compliance Tracking

CONTRACTOR shall provide detailed peer review of technical documents such as preconstruction survey reports and other technical studies and permits, review of various plans and procedures, and review of documentation that specific conditions have or will be met by the Project Applicant. The task will involve the coordination of a variety of technical specialists, and oversight and management by a primary point of contact with support by an Assistant Project Manager. This task will be completed as detailed above in Tasks 10.2.a, b and c, for all

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

documents prepared and submitted by the Project Applicant prior to the construction phase for the southern PV site, estimated to commence in May 2017. CONTRACTOR shall provide review of technical documents and permits, as well as oversight, coordination, and management by the Senior Staff III (Compliance Manager) and Professional Staff III (Assistant Compliance Manager) to document the Project's compliance with all conditions of approval, and communicate environmental compliance activity with County.

STAGE IV: SOUTHERN PV CONSTRUCTION MONITORING

Task 10.2.g Southern PV Construction Phase Compliance Monitoring and Compliance Tracking

CONTRACTOR shall provide on-site inspection of the Project Applicant's compliance with Project conditions and the office-based review of daily monitoring logs and regular monitoring reports as detailed in Tasks 10.2.d and e above, for the construction of the southern PV site scheduled to commence in May 2017 and end in July 2018. During this stage, CONTRACTOR shall support County by making site inspections to ensure Project conditions are consistent with measures outlined in the conditions of approval, MMRP and the various monitoring and mitigation plans.

CONTRACTOR assumes that one (1) full-time Professional Staff I (Compliance Monitor) will be required during the first four (4) weeks of construction activity on the southern PV site. At the completion of the first four (4) weeks of construction activity, and assuming the construction contractor and Project Applicant contracted compliance monitors are meeting all Project conditions and the Project is in good standing regarding environmental compliance, CONTRACTOR shall reduce on-site monitoring to three (3) days per week for spot-checks for the following ten (10) weeks, and then twice-weekly spot-checks from that point on for the duration of the construction on the southern PV site (sixty-four (64) weeks total through July 31, 2018) for a total of one hundred (100) monitoring days (assuming five (5) day work weeks during the initial month of construction and eight (8) hour work days inclusive of travel time). CONTRACTOR assumes that, in addition to a review of any specific construction phase technical reports, this task will also require an average of six (6) hours per week for review of daily logs and eight (8) hours per month for review of monitoring reports and coordination with the County for a total of five hundred four (504) hours.

PROGRAM MANAGEMENT

Task 10.2.h Program Management and Administration

CONTRACTOR shall provide senior oversight of program management, quality assurance/quality control, and administration required to manage the administrative and other internal and external aspects of the compliance program. CONTRACTOR shall participate in teleconference meetings to coordinate Project changes or other issues that may arise throughout the Project, and assumes not more than two (2) meetings during Stage I, Access Road and Northern PV Construction. CONTRACTOR's Senior Staff II (Program Manager) shall regularly review compliance status, and shall be available to County to address any potential concerns the County may have. CONTRACTOR shall provide general consulting, principal review and oversight, coordination, and general contract administration.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

SCHEDULE AND ASSUMPTIONS

At the County's direction, CONTRACTOR shall be immediately available to commence Stage I, Access Road and Northern PV Construction, including preliminary compliance oversight, review of review of preconstruction compliance reports and technical documents, and planning for Stage II, Access Road and Northern PV Construction, activity. CONTRACTOR understands that Project Applicant is actively submitting Project documents, and CONTRACTOR proposes an initial coordination meeting with County RMA - Planning Staff to establish a communication protocol, procedures for document transfer and review, procedures for document printing and storage, and procedures for recording compliance with Project conditions. After completion of the initial kick-off meeting, CONTRACTOR shall commence with document review, and, if the County does not have a procedure in place for recording and storing compliance data, CONTRACTOR shall develop a database in consultation with County RMA - Planning to meet the Project needs and existing County systems. Specific details on the need and type of data and document storage would be developed in concert with the County for inclusion during Stage II, Access Road and Northern PV Construction.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$424,876.05 (\$314,723.00 for Base Budget and \$110,153.05 for Contingency) for a total amount not to exceed \$851,617.30 (\$618,548.00 for Base Budget and \$233,069.30 for Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

All trip travel, including mileage, to and from the worksite will be billed at the hourly rate listed in the attached Cost Estimate and will be considered towards the total number of hours worked per day. There shall be no other type of travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Billing procedures are outlined in the following Payment Provisions.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS



County of Monterey Planning Department
California Flats Solar Project Environmental Compliance Review and Oversight
Cost Estimate

8/11/2015

Tasks	Total Cost	Monterey County Cost ¹	San Luis Obispo County Cost ²	Labor Hours	Rincon Consultants						Direct Expenses	
					Sr. Principal \$210	Staff II \$120	Staff III \$120	Professional Staff \$95	Professional Staff \$100	Clerical/Assistant \$35		
STAGE I ACCESS ROAD AND NORTHERN PV CONSTRUCTION												
Task 10.2.a - Technical Document Review for Access Road and Northern PV Construction												
Air Quality No Stage I Review	\$240	\$120	\$120	2								
Biological Resources Stage I and II Reviews	\$53,100	\$26,550	\$26,550	472								
Cultural Resources Stage II Review	\$7,720	\$3,860	\$3,860	64								
Categorical Resources Stage I and II Review	\$2,290	\$1,145	\$1,145	22								
Hazardous Waste I Review	\$1,550	\$775	\$775	15								
Hydrology - No Stage I Review	\$1,970	\$985	\$985	16								
Public Safety Phase I Review	\$1,190	\$595	\$595	12								
Traffic Phase I Review												
Task 10.2.b - Compliance Tracking for Access Road and Northern PV Construction (cost captured under Task 10.2.c Compliance Management)	\$26,630	\$16,284	\$10,346	224								
Task 10.2.c - Compliance Management for Access Road and Northern PV Construction												
STAGE II ACCESS ROAD AND NORTHERN PV CONSTRUCTION MONITORING												
Task 10.2.d - On-site Compliance Monitoring (Total of 92 monitoring days)	\$72,220	\$64,670	\$7,550	740								
Task 10.2.e - Ongoing Review of Monitoring Logs, Monitoring Reports, and Other Documents	\$44,340	\$43,764	\$576	432								
Task 10.2.f - Southern PV SITE PRECONSTRUCTION REVIEW												
Task 10.2.g - Southern Construction Phase Preconstruction Document Review and Compliance Tracking	\$12,840	\$12,840	\$0	122								
Task 10.2.h - Southern PV Construction Phase Compliance Monitoring and Compliance Tracking	\$133,380	\$133,380	\$0	1304								
Program Management												
Task 10.2.i - Program Management and Administration	\$35,580	\$33,124	\$2,456	272								
Subtotal Labor	\$590,750	\$327,742	\$263,008	3697								
Monterey County Costs (excluding budget)	\$330,019	\$330,019	\$0									
TOTAL COST ESTIMATE	\$920,769	\$657,761	\$263,008									

¹ costs estimated as follows: Review stage 50% Monterey/50% San Luis Obispo; Compliance Monitoring/Management 98.7% Monterey/ 1.3% San Luis Obispo; On-site monitoring 2 weeks full time San Luis Obispo, Monterey to cover all remaining Stage II unstaffed and all Stage III costs
² Assumes 8 hours per day inclusive of travel time

EXHIBIT A-3 - 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.

Original Agreement Term: March 13, 2013 – December 31, 2014
Original Agreement Amount: \$282,075.75 (\$208,945.00 base budget plus \$73,130.75 project contingency)
Amendment No. 1: \$68,350.00 (\$38,350.00 base budget plus \$30,000.00 project contingency)
Extension of Term to March 31, 2015
Amendment No. 2: \$76,315.50 (\$56,530.00 base budget plus \$19,785.50 project contingency)
Extension of Term to September 30, 2015
Amendment No. 3: \$424,876.05 (\$314,723.00 base budget plus \$110,153.05 project contingency)
Extension of Term to December 31, 2018

This Invoice:

- 10. Administrative FEIR and MMRP
10.2 Draft MMRP
STAGE I: ACCESS ROAD AND NORTHERN PHOTOVOLTAIC (PV) CONSTRUCTION
10.2.a \$33,880.00 Technical Document Review for Access Road and Northern PV Construction
10.2.b \$0.00 Compliance Tracking for Access road and Northern PV Construction (cost captured under Task 10.2.c, Compliance Management)
10.2.c \$26,284.00 Compliance Management for Access Road and Northern PV Construction
STAGE II: ACCESS ROAD AND NORTHERN PV CONSTRUCTION MONITORING
10.2.d \$64,470.00 On-Site Compliance Monitoring
10.2.e \$43,764.00 Ongoing Review of Monitoring Logs, Monitoring Reports, and Other Documents
STAGE III: SOUTHERN PV SITE PRECONSTRUCTION REVIEW
10.2.f \$12,840.00 Southern Construction Phase Preconstruction Document Review and Compliance Tracking
STAGE IV: SOUTHERN PV CONSTRUCTION MONITORING
10.2.g \$133,380.00 Southern PV Construction Phase Compliance Monitoring and Compliance Tracking

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROGRAM MANAGEMENT

	10.2.h	\$33,124.00	Program Management and Administration	_____
Total Costs:		<u>\$347,742.00</u>		
<i>Credit for Unused Budget from Previously Identified Tasks</i>		<u>-\$33,019.00</u>		
Total Increase for Amendment No. 3		<u>\$314,723.00</u>		

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date _____
Delinda Robinson, Senior Planner

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

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 (contingency increased in the amount of \$110,153.05 for a total amount not to exceed \$233,069.30) requires the prior written approval of the Director of Planning and the Project Applicant.

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

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

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

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

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

ATTACHMENT A

County Conditions

1. PD001- Specific Uses Only

- *Stage II and IV Ensure adherence to conditions and uses specified in the permit (no additional hours)*

Aesthetics

9. AES-1 Temporary Fencing At SR 41 Staging Areas

- *Stage II and IV Review fencing in the field prior to construction (captured in monitoring estimate)*
- *Stage II and IV Review fencing in the field during construction (ongoing)*

10. AES-3 Minimize Construction Lighting

- *Stage II and IV Review construction lighting in the field (captured in monitoring estimate) – may require separate nighttime visits*

Air Quality

11. AQ-2(A) Dust Control Measures

- Review construction drawings to ensure dust control measures are included on all plans and specifications (already completed by County)
- *Stage II and IV Spot check in the field to verify compliance (captured in monitoring estimate)*

12. AQ-2(B) Emission-Reduction Measures for Construction Equipment

- Review construction drawings to ensure measures are included on all plans and specifications (already completed by County)
- *Stage II and IV Spot check in the field to verify compliance (captured in monitoring estimate)*

13. AQ-2(C) Tier 3 Construction Equipment

- Review signed written correspondence and list of construction to be used and associated EPA tier (already completed by County)
- *Stage II and IV Review list of construction submitted quarterly during construction (2 hours each time)*

14. AQ-6(A) Valley Fever Management Plan

- Review VFMP (already completed by County)
- Confirm Health Department has approved VFMP (2 hours of coordination with Health Dept)

15. AQ-6(B) Additional Valley Fever Dust Suppression Measures

- Review final Construction Management Plan to confirm dust suppression measures are included (already completed by County)
- *Stage II and IV Spot check during construction (captured in monitoring estimate)*

16. AQ-6 (C) Monterey County Health Department Notification

- Confirm notice is provided to Health Officer and County not more than 60 days nor less than 30 days prior to construction (already completed by County)
- Coordinate with Health Officer as needed to confirm they provide educational outreach (already completed by County)

ATTACHMENT A

17. AQ-6(D) Valley Fever Worker Training Program and Safety Measures
 - Review copies of all educational training materials (already completed by County)
 - *Stage II and IV Review evidence that new employees are provided training (captured in monitoring estimate)*
18. AQ-6(E) Valley Fever Information Handout
 - Review informational handout (already completed by County)
 - Coordinate with Health Department for their approval of the handout (already completed by County)
 - Confirm handout is mailed to existing residences within three miles of project (will be completed by County)
19. AQ-9 Construction Management Plan Requirements
 - Review Construction Management Plan to confirm inclusion of required measures (already completed by County)
 - *Stage II and IV Spot check during construction (captured in monitoring estimate)*

Biological Resources

- 20/21. B-1(A) Compensatory Mitigation.
 - Review calculated acreages for compensatory mitigation. (16 hours)
 - Review/approve conservation land locations (16 hours)
 - Review conservation easement purchases or payments to qualified conservation easement holder. (4 hours)
 - Review qualifications of conservation easement holder. (4 hours)
 - Review studies documenting habitat conditions and suitability of conservation lands for all species (see costs for individual species conditions below).
 - Evaluate the sufficiency of provided conservation funds for necessary land management (8 hours)
 - Review the plans for enhanced habitat if proposed. (20 hours)
22. B-1(B) Habitat Conservation Plan
 - Review HCP for consistency with County conditions (8 hours)
 - *Stage II and IV Review implementation of all conditions within the HCP (8 hours)*
23. B-1(C) Special status Plant Surveys
 - Review results of Special Status Plant surveys on utility corridor (2 hours in both Stage I and Stage III)
24. B-1(D) Special Status Plant Species Avoidance and Minimization
 - Review botanical ESAs on site plans (2 hours in both Stage I and Stage III)
 - *Stage II and IV Review fencing of botanical ESAs in the field prior to construction (captured in monitoring estimate)*
 - *Stage II and IV Periodic checking that ESA fencing remains in tack during construction (captured in monitoring estimate)*
25. B-1(E) Special status Plant Compensatory Mitigation
 - Review of technical report identifying extent of compensatory mitigation for plants and the species for which mitigation is required. (8 hours)
26. B-1(F) American Badger Preconstruction Surveys
 - Review American badger preconstruction survey report (not specified in B-1[F] but required under B-1[G]) (2 hours in both Stage I and Stage III)

ATTACHMENT A

27. B-1(G) American Badger Avoidance and Minimization
- *Stage II and IV If required, ensure avoidance and minimization measures have been implemented in the field. (captured in monitoring estimate)*
28. B-1(H) San Joaquin Kit Fox Surveys
- Review San Joaquin Survey Report (Not required under B-1(H) but should be reviewed to evaluate avoidance in measure B-1(I) (2 hours in both Stage I and Stage III)
- 29/30. B-1(I) San Joaquin Kit Fox Avoidance and Minimization
- *Stage II and IV If required, ensure avoidance and minimization measures have been implemented in the field. (captured in monitoring estimate)*
31. B-1(J) San Joaquin Kit Fox Compensatory Mitigation
- Review the calculations of total required mitigation lands and suitability of mitigation lands for San Joaquin kit fox compensatory mitigation (8 hours)
32. B-1(K) Removal of wildlife and livestock carcasses
- *Stage II and IV Periodic field checks to ensure ongoing carcass removal is being conducted. (captured in monitoring estimate)*
33. B-1(L) Burrowing Owl Surveys
- Review burrowing owl preconstruction survey reports. (2 hours in both Stage I and Stage III)
34. B-1(M) Burrowing Owl Avoidance and Minimization
- *Stage II and IV If required, ensure avoidance and minimization measures have been implemented in the field. (captured in monitoring estimate)*
35. B-1(N) Burrowing Owl Compensatory Mitigation
- Review the calculations of total required mitigation lands and suitability of mitigation lands for burrowing owl compensatory mitigation (4 hours)
36. B-1(O) Coachwhip and Coast Horned Lizard Preconstruction surveys
- Review Coachwhip and Coast Horned Lizard Preconstruction surveys report. (2 hours in both Stage I and Stage III)
37. B-1(P) Wildlife Friendly Fence Design
- Review of project fence design for consistency with wildlife movement standards. (2 hours in both Stage I and Stage III)
38. B-1(Q) Bat Preconstruction Surveys and Avoidance
- Review of preconstruction bat survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for bat species. (captured in monitoring estimate)*
39. B-1(R) Preconstruction Survey for Raptors and Other Special Status Bird
- Review of preconstruction nesting bird and raptor survey report (4 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for nesting birds and raptors. (captured in monitoring estimate)*

ATTACHMENT A

40. B-1(S) Special Status Bird Species Impact Avoidance and Minimization
 - Review project design for avian avoidance features (2 hours in both Stage I and Stage III)
41. B-1(T) Preconstruction Surveys and Avoidance of Western Pond Turtle
 - Review of preconstruction western pond turtle survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for western pond turtle. (captured in monitoring estimate)*
42. B-1(U) Preconstruction Surveys and Avoidance of Western Spadefoot
 - Review of preconstruction western spadefoot survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for western spadefoot. (captured in monitoring estimate)*
43. B-1(V) Compensatory Mitigation for Western Spadefoot
 - Review compensatory mitigation plan and HMMP for consistency with western spadefoot impacts. (4 hours)
44. B-1(W) California Tiger Salamander and California Red-Legged Frog Relocation Sites
 - Review information on CDFW and USFWS approved relocation sites (8 hours in both Stage I and Stage III)
45. B-1(X) California Red-Legged Frog Construction Barriers
 - Review documentation that fencing has been installed prior to ground disturbance (2 hours in both Stage I and Stage III)
 - *Stage II and IV On-site monitoring of fence to ensure barriers are correctly installed and located. (captured in monitoring estimate)*
46. B-1(Y) Construction Timing, Preconstruction Surveys and Avoidance Measures for CRLF
 - Review of CRLF preconstruction survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for CRLF. (captured in monitoring estimate)*
47. B-1(Z) Compensatory Mitigation for California Red-Legged Frog
 - Review calculations for impacts to CRLF habitat and required mitigation acreages (8 hours in both Stage I and Stage III)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to CRLF (4 hours)
48. B-1(AA) California Tiger Salamander Construction Barriers
 - Review USFWS and CDFW approval of CTS construction barriers. (1 hours in both Stage I and Stage III)
 - *Stage II and IV Field checks to evaluate extent and design of CTS barriers (captured in monitoring estimate)*
49. B-1(BB) California Tiger Salamander Daily Pre-Activity Surveys
 - *Stage II and IV Review daily monitoring reports for CTS pre-activity surveys (in conjunction with regular reporting oversight)*
50. B-1(CC) Compensatory Mitigation for California Tiger Salamander
 - Review calculations for impacts to CTS habitat and required mitigation acreages (8 hours in both Stage I and Stage III)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to CTS (4 hours)

ATTACHMENT A

51. B-1(DD) Vernal Pool Branchiopod Avoidance and Mitigation
- Review any documentation related to the identification of potential impacts to VPFS (4 hours in both Stage I and Stage III)
 - Review and proposed avoidance measures for VPFS habitat (2 hours in both Stage I and Stage III)
 - If avoidance is not feasible: review calculations for impacts to VPFS habitat and required mitigation acreages and review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to VPFS (8 hours in both Stage I and Stage III)
52. B-1(EE) Construction Biological Monitoring
- Review biological monitor qualifications (16 hours)
 - *Stage II and IV Review monthly summary monitoring reports (captured in review estimate)*
 - *Stage II and IV Review annual monitoring reports (captured in review estimate)*
53. B-1(FF) Special Status Animal Species General Avoidance Measures and Construction BMPs
- *Stage II and IV On site monitoring of biological monitoring activities for compliance with all avoidance measures and BMPs (captured in monitoring estimate)*
 - *Stage II and IV Review of monthly and annual monitoring Reports (captured in review estimate)*
54. B-1(GG) Worker Environmental Awareness Program
- Review the WEAP (already completed by County)
 - *Stage II and IV Review WEAP administration to construction staff (captured in review estimate)*
 - Review documentation that all construction staff are WEAP trained
55. B-2 (A) Valley Needlegrass Grassland and Wildflower Field Habitat Mitigation
- Review and approve location and easement holders for mitigation (48 hours)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to needlegrass and wildflower habitat (24 hours)
56. B-2(B) Habitat Restoration and Revegetation Plan
- Review and approval of HRRP (24 hours)
 - *Stage II and IV Field-based review of implementation of HMMP (8 hours)*
57. B-2(C) Project Vegetation and Invasive Species Management Plan
- Review and approval of PVIMP (16 hours)
 - *Stage II and IV Field-based review of implementation of PVIMP (8 hours)*
58. B-2(D) Mixed Oak Woodland Avoidance and Minimization
- Review of documentation on oak woodland impacts (4 hours)
 - *Stage II and IV If necessary, field-based review that all oak woodland avoidance measures are in place (captured in monitoring estimate)*
59. B-2(E) Riparian/Stream Habitat Setbacks
- Review documentation of riparian/stream avoidance measures (4 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of setbacks and avoidance for riparian/stream habitat (captured in monitoring estimate)*

ATTACHMENT A

60. B-2(F) Stream Channel Avoidance and Minimization
 - Review documentation of stream channels avoidance measures (4 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of setbacks and avoidance for stream channels (captured in monitoring estimate)*
61. B-2(G) Directional Boring Avoidance and Minimization
 - Review of Frac-out plan (8 hours)
 - *Stage II and IV Field-based review of implementation of frac-out plan (captured in monitoring estimate)*
62. B-2(H) Show Streams and Riparian Habitat, and Associated Setbacks, on Construction Plans
 - Review construction plans for inclusion of streams and riparian habitat setbacks (4 hours in both Stage I and Stage III)
63. B-2(I) Riparian/Stream Mitigation
 - Review and approve location and easement holders for mitigation (16 hours)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to riparian/stream habitat (16 hours)
64. B-3(A) Wetland Avoidance and Minimization
 - Review documentation wetland avoidance measures (2 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of setbacks and avoidance for wetland habitat (captured in monitoring estimate)*
65. B-3(B) Well Placement Hydrology Study (WPHS)
 - Review of WPHS (8 hours)
66. B-3(C) Monitor Well Impacts To Wetlands
 - Review documentation of avoidance if feasible. (2 hours)
 - Review compensatory mitigation measures if avoidance is not possible (4 hours)
 - *Stage II and IV Field-based review of avoidance measures or compensatory mitigation (captured in monitoring estimate)*
67. B-3(D) Wetland Habitat Mitigation
 - Review wetland habitat compensatory mitigation under B-1(A) (16 hours)
68. B-4(A) Pronghorn Calving Ground Avoidance and Minimization
 - Review documentation of preconstruction surveys for pronghorn calving grounds, or (2 hours in both Stage I and Stage III)
 - Review avoidance measures for pronghorn calving (2 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of avoidance measures (captured in monitoring estimate)*
69. B-4(B) Pronghorn-Friendly Fence Design
 - Review HMMP for inclusion of pronghorn-friendly fence design (2 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of implementation of pronghorn friendly fence design (captured in monitoring estimate)*
70. B-5(A) Oak/Riparian Tree Protection Zone
 - Review contracting of arborist and proposed TPZs (4 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of monitoring of TPZs (captured in monitoring estimate)*

ATTACHMENT A

71. B-5(B) Oak/Riparian Tree Mitigation

- Review documentation of oak tree avoidance, or (2 hours)
- *Stage II and IV Review mitigation planting plans and implementation (8 hours)*

Cultural Resources

72. CR-1(A) Archaeological Site Avoidance

- Review of avoidance feasibility assessment. *(Excluded per Monterey County request)*
- *Stage II and IV Field-based review of avoidance of archeological sites (site flagging and avoidance measures) (captured in monitoring estimate)*

73. CR-1(B) Site Capping and Data Indexing

- *Stage II and IV Field-based review of capping and indexing of cultural resources that cannot be avoided (Excluded per Monterey County request)*

74. CR-1(C) Data Recovery Excavation

- Review of Phase III data recovery program documents and plans (already completed by County)
- *Stage II and IV Field-based review of implementation of data recovery program (8 hours)*
- *Stage II and IV Review of technical reports (including any attached special studies) (16 hours)*

75. CR-1(D) Archaeological Resource Worker Environmental Awareness Program

- Review WEAP for Cultural Resource sections (already completed by County)
- *Stage II and IV Ensure all workers have attended WEAP training (captured in review estimate)*

76. CR-1(E) Archaeological Resource Construction Monitoring

- *Stage II and IV Field-based review of cultural resource monitoring (captured in monitoring estimate)*

77. CR-1(F) Native American Construction Monitoring

- Review that NA monitors have been contracted for project monitoring (16 hour)
- *Stage II and IV Field-based review that NA monitors are present on site (captured in monitoring estimate)*
- *Stage II and IV Review weekly monitoring status updates (captured in review estimate)*

78. CR-2 Previously Unidentified Archaeological Resources

- *Stage II and IV Available for review of unexpected archeological discoveries throughout the project (16 hours; assumes two unexpected discoveries)*

79. CR-4(A) Paleontological Resource Mitigation Plan

- Review PRMP (8 hours)

80. CR-4(B) Paleontological Resource Construction Monitoring

- *Stage II and IV Field-based review of paleontological monitoring (captured in monitoring estimate)*

Geologic Resources

81. GE0-2 Landslide Avoidance and Hazard Minimization

- Review landslide survey (10 hours in both Stage I and Stage III)
- Review proposed design modifications, if any (4 hours)
- *Stage II and IV Verify construction with approved plans (8 hours)*

ATTACHMENT A

Hazards

82. HAZ-3 Locate Underground Utilities

- Review proof of underground utility location (3 hours in both Stage I and Stage III)
- Confirm plans avoid underground utilities (2 hours)

83. HAZ-4(A) Final Fuel Management Plan

- Review final Fuel Management Plan (already completed by County)

84. HAZ-4(B) Emergency Access

- *Stage II and IV Spot check emergency access in accordance with Final Fuel Management Plan during construction and operation (captured in monitoring estimate)*

85. HAZ-5 Disposal of PV Modules and Support Structures

- Review recycling/disposal plan (8 hours in both Stage I and Stage III)
- Confirm long-term decommissioning bond is posted (2 hours [coordination])

Hydrology

86. HYD-2(B) Maintain Vehicles and Equipment

- *Stage II and IV Confirm vehicles are properly maintained during construction (captured in monitoring estimate) Stage II Review vehicle and equipment log monthly during construction (captured in monitoring estimate)*

Public Safety

87. PS-1(A) Construction Management Plan

- Review final Construction Management Plan to confirm inclusion of fire protection measures (8 hours in both Stage I and Stage III)
- Confirm CAL FIRE reviews and approves Construction Management Plan (2 hours [coordination])
- *Stage II and IV Spot check in field to confirm compliance with CMP (captured in monitoring estimate)*

88. PS-1(B) Emergency Response Training

- Review verification of emergency response training (2 hours)
- Confirm applicant has consulted with South Monterey County FPD/CAL FIRE (2 hours [coordination])
- *Stage II and IV Review verification on an annual basis during operation (captured in review estimate)*
- *Stage II and IV Confirm on-site fire suppression equipment properly maintained (captured in monitoring estimate)*

89. PS-1(C) Fire Protection During Construction

- Review final, executed agreement with CAL FIRE (2 hours)

Traffic

90. T-2 Friday Peak Hour Control Measures- Construction Stage

- *Stage II and IV Confirm compliance with control measures in the field (construction, Fridays between 4:35-5:35 PM) (captured in monitoring estimate)*

ATTACHMENT A

91. T-4 Friday Peak Hour Control Measures- Operation Stage

- *Stage II and IV Confirm compliance with control measures in the field (operation until Caltrans SR 41/46 improvements complete, Friday between 4:35-5:35 PM) (captured in monitoring estimate)*

92. T-7 Park and Ride Facility Siting

- Review plans showing proposed park and ride facilities for compliance with siting requirements (12 hours)

93. L T -1 Worker Housing Program

- Review Worker Housing Program (already completed by County)