EXHIBIT "B" SCHEDULE OF COMPENSATION AND DELIVERY

1. The County will pay Contractor an additional Eighty-Six Thousand and Seventy dollars (\$86,070) for the services provided under this contract amendment. The new total contract amount is \$365,671.

CONTRACTOR will provide the County with monthly invoicing that will include a per-task summary that identifies the total budget per task, the amount already billed to the task, the new billing deduction, and the amount remaining in the task's budget. The summary shall also include the percent of the task that is complete and the percent of the task left to complete.

- a) The final payment amount of \$18,357 (10% of Amendments #2 and #3) shall be paid upon the first occurrence of any of the following events:
 - i) If the Project is approved and no challenge to the adequacy of the certified EIR is filed, expiration of 30 days after filing of a Notice of Determination, or 181 days after the decision to approve if no Notice of Determination is filed.
 - ii) If the Project is denied after EIR certification and no appeal is filed, expiration of 15 days after the final decision to deny.
 - iii) If no final decision is made on the project and no challenge to the adequacy of the certified EIR is filed, expiration of 120 days after certification of the Final EIR by the lead agency of the County with jurisdiction over the Project.

If timely challenge is made to the certified Final EIR, said \$18,357 shall be withheld and may be applied as necessary to reimburse the County for any expenses incurred to correct negligent errors or omissions for which the Contractor has warranted itself liable under paragraph 11. After reimbursement of the County for any and all such expenses, and after the EIR is brought into compliance with the court order, any remaining balance shall be paid to the Contractor.

2. This Contract does not terminate before the events of 1.a above have occurred, unless terminated earlier as provided for in the agreement.