

## Attachment 8

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## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

#### Agreement No.: A-12442

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to Professional Services Agreement No. A-12442 with Denise Duffy & Associates, Inc. to include the preparation of a Focused Environmental Impact Report for projects located in the Carmel River Lagoon Area and Carmel River Lagoon Restoration and Management Plan (Request for Proposals #2012-CRL-1) for Phases 1 and 2, in the amount of \$193,571 for a total amount not to exceed \$546,671, for a term to April 23, 2015; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 2 to Professional Services Agreement No. A-12442 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount. (PD060228/Denise Duffy and Associates, REF12051/Carmel Lagoon Area) Focused Environmental Impact Report (EIR) for projects located in the Carmel River Lagoon Area and Carmel River Lagoon Restoration and Management Plan (Request for Proposals (RFP) #2012-CRL-1)

PASSED AND ADOPTED on this 10th day of June 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter

NOES: None

ABSENT: Supervisor Calcagno

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on June 10, 2014.

Dated: June 13, 2014  
File Number: A 14-119

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 2** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on May 1, 2013 (hereinafter, "Agreement") to provide a Programmatic Biological Assessment (BA) and Initial Study (IS) for projects located in the Carmel River Lagoon Area and a Carmel River Lagoon Restoration and Management Plan for Phases 1 and 2 (hereinafter, "Project"); and

**WHEREAS**, Agreement was amended by the Parties on April 10, 2014 (hereinafter, "Amendment No. 1"); and

**WHEREAS**, the Parties have concluded that a Focused Environmental Impact Report (EIR) rather than a Programmatic BA and IS is the most efficient environmental document for completion of Phase 2 of the Project; and

**WHEREAS**, there is a remaining balance in the original scope of the Agreement in the amount of \$138,383.00 for tasks related to the completion of the Programmatic BA and IS for Phase 2 of the Project which requires reallocation to new tasks associated with the Focused EIR

**WHEREAS**, additional funding is necessary for CONTRACTOR to include new tasks for completion of the Focused EIR for Phase 2 of the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$193,571.00 to allow the CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend 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 and A-1** in conformity with the terms of this Agreement. The services are generally described as follows: **Provide** a Focused Environmental Impact Report for projects located in the Carmel River Lagoon

Amendment No. 2 to Professional Services Agreement  
Denise Duffy & Associates, Inc.  
Carmel River Lagoon Area Projects  
RMA - Planning  
Term: April 23, 2013 - April 23, 2015  
Not to Exceed: \$546,671.00

Area and a Carmel River Lagoon Restoration and Management Plan (RFP #2012-CRL-1) for Phases 1 and 2.

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 and A-1**, 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 \$546,671.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits.", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement  
Denise Duffy & Associates, Inc.  
Carmel River Lagoon Area Projects  
RMA – Planning  
Term: April 23, 2013 – April 23, 2015  
Not to Exceed: \$546,671.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the last date opposite the respective signatures below:

**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer


Date: 6/3/14

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

By:   
Deputy County Counsel

Date: 6-3-2014

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 6-2-14

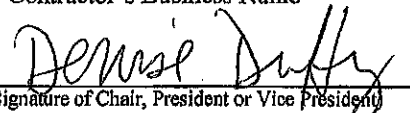
**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

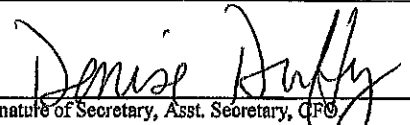
**CONTRACTOR\***

Denise Duffy & Associates, Inc.  
Contractor's Business Name

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

Its: Denise Duffy, President  
(Printed Name and Title)

Date: 5/30/14

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

Its: Denise Duffy, Secretary  
(Printed Name and Title)

Date: 5/30/14

\*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. 2 to Professional Services Agreement

Denise Duffy & Associates, Inc.

Carmel River Lagoon Area Projects

RMA - Planning

Term: April 23, 2013 - April 23, 2015

Not to Exceed: \$546,671.00

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

### CARMEL LAGOON ECOSYSTEM PROTECTIVE BARRIER, SCENIC ROAD PROTECTION STRUCTURE, AND INTERIM SANDBAR MANAGEMENT PLAN PROJECT

#### SCOPE OF WORK REVISIONS FOR: PHASE 2: ENVIRONMENTAL DOCUMENTATION CEQA/NEPA *Prepared May 23, 2014*

Denise Duffy & Associates, Inc. (DD&A) is currently contracted by the Monterey County Resource Management Agency (RMA) to prepare a joint Programmatic Initial Study/Mitigated Negative Declaration (IS/MND) and Environmental Assessment/Finding of No Significant Impact (EA/FONSI) under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), respectively. The preparation of these documents is identified as *Phase 2: Environmental Documentation CEQA/NEPA* of the existing Agreement. The RMA has determined that a Focused Environmental Impact Report (EIR) should be prepared instead of a Programmatic IS/MND based on the potential for significant environmental impacts and level of public controversy. The RMA has requested that DD&A revise the existing scope of work for *Phase 2*, identify how much of the original Agreement funds are remaining, and reallocate those funds to complete as much of the revised scope as possible.

DD&A has identified the revisions to the existing scope of work and budget that would be required to prepare a Joint, Focused EIR/EA, which are described in detail in the attached revised scope of work. Please note that DD&A is proposing to replace tasks within the existing *Phase 2* scope of work with the revised *Phase 2* tasks identified herein.

DD&A will reallocate the remaining *Phase 2* budget (as of April 30, 2014) in the amount of \$138,383 to perform the proposed revised tasks. The reallocated funds will provide for completion of *Task 6.1, Coastal Engineering Analysis and 30% Plans for the Scenic Road Protection Study (SRPS)*, *Task 6.2, Civil and Hydrologic Engineering and 30% Plans for the Ecosystem Protection Barrier (EPB)*, *Task 6.3, CEQA/NEPA Project and Alternatives Description* and *Task 6.4, Notice of Preparation (NOP)/Noticing/Scoping*. An amendment to the Agreement in the amount of \$193,571 will be required for *Tasks 6.5 through Task 7.3* and for completion of the 1<sup>st</sup> Administrative Draft EIR/EA.

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

### **PHASE 2: TASK 6: CEQA AND NEPA DOCUMENTS/ADDITIONS**

The RMA would be the CEQA lead agency and the U.S. Army Corps of Engineers (ACOE) would be the NEPA lead agency because they must comply with NEPA to issue a Clean Water Action Section 404 individual permit(s) for the Carmel River Lagoon Project. The DD&A Team proposes to provide CEQA and NEPA services in a phased approach to allow the County substantial input on the choice, content, and review process of the environmental document. DD&A proposes to prepare a combined CEQA/NEPA document, specifically, an EIR/EA.

#### **Task 6.1: Coastal Engineering Analysis, Design and 30% Plans for SRPS**

**Moffatt & Nichol** as a subconsultant to DD&A will develop the basis of design and adopt findings from the Carmel River Lagoon Restoration SRPS prepared by Moffatt & Nichol in 2013. This includes acquisition and analysis of offshore buoy data, development of wave statistics, transformation of offshore wave action to the shoreline, and development of design wave heights and periods and water levels. Wave action to be analyzed will consist of seas and swell originating from the Pacific.

This task will develop project topography and focus on establishing the topography of the project area and the dimensions of the revetment design. This task will also develop estimates of the vertical variation of the beach fronting Scenic Road. This will include assessment of the seasonal variation of the beach width and height, and assessment of the elevation of the foreshore following breaching of the Carmel River Lagoon.

This task will develop revetment outline design and generate the design calculations and analyses necessary to establish the revetment proportions. This includes determination of the size of rock needed for the revetment, the gradation of the rock, and the thickness of the primary outer armor layer. The thickness, stone size, and gradation of underlying bedding/filter layers will also be determined as necessary. Specifications for geotextile fabric to be utilized as an underlayer will also be developed. The overall dimensions of the revetment, layer thicknesses, and crest elevation will be determined relative to estimated water level and wave run-up elevations. The elevation, thickness, and width of the toe will be established with respect to design water levels, beach erosion, and potential local scour. This task includes meeting, conference calls and communication by Moffatt and Nichol with the project team as necessary in the development of the plans.

#### **Task 6.2: Civil and Hydrological Engineering, Analysis, Design and 30% Plans for the Ecosystem Protection Barrier (EPB)**

**Whitson Engineers** as a subconsultant to DD&A will work to develop a Basis of 30% Design memorandum for the EPB project outlining, in brief language, the major project design considerations, assumptions, and approaches. This task includes the development of 15% (concept level) plans for two alternatives which were not included in the Feasibility Report. This task includes meeting, conference calls and communication by Whitson Engineers with the project team in the development of the plans.

This task includes the development of 30% plan sheets for the Proposed EPB Project. At this time the following sheets are anticipated for the 30% plan set:



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

- Cover Sheet (for both EPB and SRPS portions of project)
- Topographic Map
- Horizontal Control Plan
- EPB Sections
- EPB Profile
- Carmelo Street Plan and Profile
- Pump Station Plan and Sections
- Temporary Water Pollution Control, showing anticipated temporary Best Management Plan (BMP) strategies, such as crane mats, wetland protection fabric, etc.
- Temporary Construction Access and Staging, showing anticipated access corridors, required construction easement areas, contractor material staging areas, etc.
- Conceptual Restoration Plan, showing generalized restoration areas
- Update of the construction cost estimate based on the 30% plans

Hydrological analysis will include work by **Balance Hydrologics** as a subconsultant to DD&A including:

- Review of materials and analysis conducted by firms outside of the project team
- Some stage-volume analysis as needed to facilitate biological resource impacts
- Communication and coordinating as necessary to facilitate the Coastal and Civil engineering effort and plan development effort
- This task includes meeting and conference call participation for Balance Hydrologics through the development of 30% project plans and the project description and alternatives analysis

### **Task 6.3: CEQA and NEPA Project and Alternative Descriptions**

DD&A will use information prepared in Phase I during preparation of the Conceptual Proposed Action for the Carmel Lagoon Project and will assist the County with development of supplemental information required to prepare a CEQA and NEPA document. As part of this task, DD&A will work with the technical consultants to complete the required maps, graphics, and figures needed to adequately define the project impact areas. DD&A intends to utilize conference calls and meetings described in Task 7 to work collaboratively with the County and the technical consultants (Balance Hydrologics, Whitson Engineers, and Moffatt & Nichol; please see Tasks 6.2 and 6.3 above) to develop the CEQA and NEPA Draft Project and Alternatives Description. DD&A will prepare an Administrative Draft Project and Alternatives Description and submit electronically to the project team (i.e., County, ACOE, National Oceanic and Atmospheric Administration (NOAA) Fisheries, and technical subconsultants) for review and comment. This scope assumes one (1) round of comments each from members of the project team. Based on comments received, DD&A will revise the document and prepare a Draft Project and Alternatives Description for inclusion in the EIR.

### **Task 6.4: Prepare Draft and Final Notice of Preparation(NOP)/Noticing/Scoping Meeting**

The general purpose of the NOP is to solicit guidance from appropriate regulatory agencies, interested parties, and other groups concerning the scope and content of the environmental analysis contained in

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

the EIR. Based upon information supplied by the RMA and technical subconsultants, DD&A will prepare a Draft NOP, which will be electronically submitted to the RMA for review and comment prior to public distribution. The NOP will include a brief project description and identification of potential environmental impacts in accordance with CEQA Guidelines §15082. Upon receipt of RMA comments, DD&A will revise the NOP and electronically submit a final version to the RMA for distribution. This task assumes only one (1) round of comments on the Draft NOP. This task also assumes that the RMA will be responsible for distribution of the NOP, and publishing the NOP in the Monterey County Weekly.

During the course of the 30-day NOP public comment period (see CEQA Guidelines §15082 and §15375), DD&A will facilitate and attend one (1) public scoping hearing. This task will include the preparation of presentation materials, including a PowerPoint presentation, agenda, comment cards, and other materials that may be required. DD&A will be responsible for providing a brief presentation on the nature of the scoping meeting and the general requirements of CEQA, including an overview of the environmental process and anticipated project impacts. All comments received at the scoping meeting and during the NOP comment period will be used to determine the appropriate scope of the environmental analysis contained in the EIR. A summary of the scoping meeting proceedings will be prepared by DD&A and provided to the RMA. In addition, a summary of NOP comments will be prepared by DD&A and provided to the RMA at the end of the public review period. Comments on technical issue areas will also be forwarded to the appropriate technical subconsultants to ensure that their analyses adequately address identified environmental concerns. This task assumes that the RMA will be present at the scoping meeting to facilitate and participate in presenting information about the project.

### **Task 6.5: Prepare 1<sup>st</sup> Administrative Draft EIR/EA**

DD&A will prepare a Joint Administrative Draft EIR/EA for the project in accordance with CEQA Guidelines (including §15120 through §15131), NEPA Regulations, and ACOE NEPA Guidelines. The EIR/EA will describe the project and the existing environmental conditions. The impact analysis will apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA/NEPA, County standards, and applicable case law. Impacts evaluated include direct, indirect, construction/short-term, operational/long-term, growth inducing, and Irreversible. Feasible mitigation measures will be identified to avoid or reduce significant impacts to the extent possible or to compensate, if necessary. The alternatives section will include a description of the extensive range and breadth of alternatives that have been included in previous studies and a comparative analysis of up to three (3) alternative solutions to meet the overall project objectives, plus the No Project Alternative (which will not meet the project objectives). The alternatives selected for comparison will focus on feasible alternatives that can reduce those significant impacts in the EIR/EA for which the effectiveness of mitigation cannot be confirmed with certainty.

DD&A will prepare the EIR/EA, based on a field review, consultation with RMA and key agency staff, stakeholders, and the project technical team (including engineer), existing information in local sources and maps, background information in previously prepared environmental documentation, project-specific technical and design studies/ recommendations, and our extensive library of resources and

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

knowledge of the area. The tasks described below are those anticipated necessary to complete the CEQA and NEPA process based upon the methodology and assumptions above.

The EIR/EA will be prepared concisely and to a level of detail necessary to assist the RMA and ACOE in achieving the following ultimate actions:

- ♦ Issuance of a FONSI by the ACOE demonstrating compliance with NEPA, and
- ♦ Certification of an EIR and Adoption of a Mitigation Monitoring and Reporting Program (MMRP) by Monterey County demonstrating compliance with CEQA.

Key environmental topics are discussed individually below; these topics will be specifically addressed in the EIR/EA, in addition to all other elements required by CEQA Guidelines and ACOE NEPA Regulations. For each environmental topic, the EIR/EA will include a discussion of existing conditions and will identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact section will present potentially significant impacts, and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level, where feasible.

***Aesthetics:*** *The Carmel River State Beach is a popular and extremely high quality recreational and scenic site located in the Coastal Zone. Multi-million dollar homes and a high end resort are adjacent to the Lagoon and pristine and treasured views of Point Lobos and natural habitat are afforded the public throughout the site and vicinity. Aesthetics impacts of construction of the physical solutions for Lagoon Management are thus a critical issue for the EIR/EA. The EIR/EA will describe the aesthetic conditions of the site before and after the key structural improvements of the project are installed, including photographs from key vantage points and photosimulations from up to five (5) key vantage points of the site, if detailed plans are available for those improvements. Significant impacts will be identified and mitigation provided to reduce the aesthetic impacts.*

***Air Quality:*** *Air quality during construction is a key issue of the Carmel Lagoon Project due to the proximity of the sites to sensitive residential receptors. The EIR/EA will describe the air quality of the area and provide an assessment of the potential air quality impacts of the project. This analysis will include the following:*

- ♦ Description of the existing meteorological characteristics and air quality in the project area, and identification of sensitive receptors affected by the project (e.g., residences, etc.).
- ♦ Discussion of the relevant federal, state, and local regulatory provisions regarding air pollutant emissions.
- ♦ Address short-term air quality impacts during construction, resulting from dust and exhaust emissions from construction activities. Address any long-term impacts from project implementation on air quality, such as on-site power generators using diesel.
- ♦ Identify mitigation for significant impacts.

***Biological Resources:*** *Biological resource impacts (in addition to flooding) are critical to the project and integrated into the project goals and purpose. This task will summarize the results of*

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

the Biological Resources Report, including documenting potential impacts on biological resources (plant and wildlife species and habitat). The previously described biological reports will be appended to the various drafts of the EIR/EA. The report and section will address the following:

- ♦ Describe existing biological resources on and surrounding the project site.
- ♦ Assess benefits and impacts to the important, sensitive habitat and resource areas, due to construction disturbance, proposed operational maintenance activities.
- ♦ Identify known or potential special-status species present.
- ♦ Analyze direct, indirect, and cumulative impacts of project.
- ♦ Identify mitigation for significant biological impacts, including the potential need for a Lagoon Restoration and Management Plan, if not already completed at the time the EIR/EA is prepared.

DD&A biologists will survey the project area to assess the environmental conditions of the site and its surroundings. The field review will provide an evaluation of general habitat features and environmental constraints at the project site and within the local vicinity. DD&A will identify any potential sensitive habitat areas, document any wildlife observed during the surveys, and identify potential habitat for special-status wildlife species. DD&A will conduct focused botanical surveys in accordance with the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) survey protocols during the spring and summer of 2014 to identify any special-status plant species within the project site. DD&A will map locations of special-status plant species and sensitive habitat using a Trimble ProXH GPS. DD&A will consider the type, acreage, and quality of the impacted habitats to determine the appropriate mitigation habitat type and acreage (as dictated by impact to mitigation ratios) that may be required to compensate for project impacts to sensitive habitats and special-status plants and wildlife. DD&A will develop impact-to-mitigation ratios by habitat to ensure no net loss of habitat function and value. The ratios will reflect the feasibility of restoring habitat, the quality of the impacted habitat, the amount of time that shall be required for the mitigation habitat to develop to a fully functional condition, the uniqueness of the impacted habitat, and the typical regulatory agency requirement standards.

Please note that this scope and budget does not include protocol-level special-status wildlife species surveys.

***Climate Change and Greenhouse Gas:*** *Climate change is anticipated to have an effect on sea level, frequency and intensity of storm events, and on biological resources due to changes in precipitation and temperatures. The Carmel River Lagoon is home to sensitive species that will be subject to weather extremes, in particular, the site is exposed to a dynamic interface between the marine and freshwater river system. For these reasons, the climate change adaptation is a key project issue. The EIR/EA will address greenhouse gas (GHG) emissions and climate change issues that may be associated with the project. Mitigation measures in the EIR/EA and management solutions generated during regulatory coordination must consider all indirect effects of climate change on the lagoon's resources, nearby infrastructure and properties, and site users. Emission factors for construction emissions and emissions from energy usage would*

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

be calculated based on the predicted electricity demand and fossil fuel use. Standard methodologies of the state and various air districts set forth by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) will be used to evaluate impacts from GHG emissions, since these are based on substantial evidence. The project's GHG emissions will be compared to existing thresholds to determine whether the project would result in a cumulative contribution to GHG emissions. Although not anticipated due to the nature and scope of the project, if the project would result in a potentially significant (cumulatively considerable) impact, the EIR will contain mitigation to reduce the impact.

**Cultural Resources:** *Historic agricultural uses and structures are known to be located in the vicinity of the Carmel Lagoon. In addition to the historic agricultural uses and associated structures, the coastal terrace adjacent to the south side of the beach has such important Native American archaeological significance that it was designated as the Ohlone Coastal Cultural Preserve by the State Park and Recreation Commission. Surveys of the coastal terrace were conducted by State Parks archeologists in 1986. This Cultural Preserve is located adjacent to the area where equipment creates the high-level outlet channel. In addition bedrock mortars exist in the rocks that underlie the beach.* The EIR/EA will address potential cultural resource impacts of the project, based on existing information available for the site and a preliminary cultural resources reconnaissance by **Archaeological Consulting**. In addition, assistance with the Section 106 compliance process is included as the federal lead agency has requested that the County provide assistance and support during the NEPA process. Archaeological Consulting will provide assistance with Section 106 compliance. DD&A's GIS specialists will provide accurate and all-encompassing area of potential effect (APE) mapping in an acceptable format to the ACOE. This scope assumes that iterative changes to the APE do not occur after the Section 106 work commences. During the preliminary archaeological work, the project site will be reviewed to determine potential for archaeological resources based upon available information. Measures will be identified to protect any possible archaeological resources that may be uncovered during construction.

**Geology and Soils:** *The Carmel Lagoon Project may result in, or be subject to, geotechnical impacts associated with placing structures on loose soil that is subject to inundation and liquefaction, and the project would involve earthwork (e.g., grading, trenching, and excavation), inducing geotechnical hazards such as erosion.* Design measures may be required to assure mitigation of soil or geotechnical hazards. The geologic and geotechnical hazards on the site will be addressed in the EIR/EA, based on available geotechnical reports previously prepared for similar projects in the area, as well as existing information provided in existing documentation. This section will address the following:

- ♦ Describe potential geologic and geotechnical hazards on the site.
- ♦ Evaluate potential geotechnical issues including seismic, soil conditions and hazards (such as expansive or weak soils), proposed grading, and erosion relying upon the previous provided expertise of the existing project engineer team (**Pacific Geotechnical Engineering**, Moffatt & Nichol) supplemented by additional CEQA-specific required qualitative impacts analysis by

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

Moffatt & Nichol related to beach berm, scour potential of the ocean on the scenic road bluff.

- ♦ Incorporate recommendations/mitigation of significant impacts.

**Hazardous Materials:** *Hazardous materials would be introduced to the site during construction, and possibly, during operation. The EIR/EA will describe the use, storage, and transport of hazardous materials during construction, and if applicable, operation of the various structural improvements. Potential impacts would be evaluated, including new and increased use of hazardous materials. Standard BMPs required by regulatory requirements of the local fire department, Monterey County, Department of Toxic Substance Control, and U.S. Environmental Protection Agency (EPA) will be identified. These requirements typically avoid significant impacts related to accidental release of chemicals used onsite. Note: Flood hazards will be assessed in the Hydrology and Water Quality section.*

**Hydrology/Water Quality:** *Hydrology and water quality (in addition to biological resources) issues are critical to the project and integrated into the project goals and purpose. The key issues related to the environmental review include:*

- ♦ *Lagoon levels and flooding conditions (currently and with the project),*
- ♦ *Storm water and drainage design related to surface flows from adjacent areas towards the future EPB and the methodology to divert that flow around the EPB, and*
- ♦ *Water quality in any discharges to the lagoon, beach and ocean due to the designation by the Department of the Carmel Bay Area of Special Biological Significance and the associated General Exception rules requiring monitoring of ocean water quality and limiting pollutant discharges and concentrations in storm water entering the Carmel Area of Special Biological Significance (ASBS).*

The EIR/EA will describe the proposed facilities, and evaluate any alterations of the existing drainage patterns or in groundwater or surface water hydrology, and the changes in storm water runoff resulting from the project based on information in the technical documents previously prepared for the Carmel Lagoon as supplemented by a qualitative analysis of CEQA-related impacts to be prepared by Balance Hydrologics and Moffatt & Nichol. Mitigation will be identified as necessary for any significant impacts, including recommending water quality mitigation for eliminating pollutants to the ASBS. This section will also address potential water quality impacts during and after construction of the proposed project. Appropriate BMPs and other mitigation will be identified for potential water quality impacts, as required by the Regional Water Quality Control Board.

**Land Use/Consistency with Plans:** *The project site is located within CA State Parks, the Coastal Zone, and County jurisdictional areas. The Odello East project is located within Caltrans right of way. The EIR/EA will describe existing onsite and surrounding uses, and identify any potential conflicts between the proposed project and existing uses. This section will evaluate the consistency of the proposed project with the policies of applicable land use plans, policies, or regulations of agencies with jurisdiction over the project, including, but not limited to, the*

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

Monterey County General Plan and the California Coastal Act applicable policies. This section will also identify mitigation for significant impacts.

**Recreation:** *Recreational access issues of the project are critical during construction and after the EPB and Scenic Road are constructed, given that the project sites would be located within or adjacent to the boundaries of Carmel River State Beach, a coastal park with passive recreational use that currently provides access along its entire boundary (very few physical barriers to access). Visitors enjoy recreational activities that include sunbathing, beachcombing, bird-watching, swimming, SCUBA diving and picnicking. Current facilities within the park consist of one public parking lot, a series of trails and two public restrooms. The EIR/EA will address the impacts to recreational facilities and access during construction and after completion of structural improvements. This section will also identify mitigation for significant impacts.*

**Noise:** *Noise during construction and operation is a key issue of the Carmel Lagoon Project due to the proximity of the sites to sensitive residential receptors that currently experience very low noise levels. Noise sources associated with the project would include construction equipment and operational pumping. Such sources could contribute to increased noise levels beyond the project's boundaries with adequate buffering (i.e., generic noise control). The EIR/EA will contain the following information regarding noise:*

- ♦ Existing Baseline Conditions will be assumed using published information on existing ambient noise levels in the area.
- ♦ Noise levels from project operations will be quantified and projected out to sensitive receptor locations.
- ♦ Noise levels during construction will be estimated for each major phase of the construction period. Generic data for public infrastructure construction sites will be used in this analysis.
- ♦ Significance thresholds will be based upon local ordinances, regulations, standards, plans, and policies.
- ♦ Relative increase in, and absolute, noise levels will be assessed to determine whether or not the project would cause a substantial increase in noise at sensitive receptors in the vicinity of the project or result in noise levels exceeding limits established in applicable ordinances, regulations, and standards. Significant noise impacts would be identified.
- ♦ If significant noise impacts are identified, mitigation measures will be recommended, including, but not be limited to, generic noise control treatments around major noise sources, the establishment of noise performance standards for the proposed project, or other physical or administrative controls.

**Public Services/Utilities:** *Public emergency services to the site are provided by California State Park Rangers/Peace Officers, the Monterey County Sheriff's Office, the California Department of Forestry and Fire Protection – Cypress Fire District, and the Carmel Highlands Fire District. The nearest school is Carmel River Elementary School (located immediately north of the lagoon). The EIR/EA will address these issues, as follows:*

- ♦ Address the anticipated project demands on public services, including police, fire protection and any other affected public services.

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

- ♦ Address the impacts on schools.
- ♦ Address the anticipated project demands on utilities and service systems, including water supply/service, wastewater treatment, and solid waste disposal.
- ♦ Evaluate the impacts of, and need for, new infrastructure due to the project based upon information provided by the County and DD&A's consultation with local service/utility providers.
- ♦ Identify any significant impacts and appropriate mitigation for any impacts to services and utilities.

***Socioeconomic:*** The socioeconomic section of the EIR/EA will be pursuant to NEPA and ACOE requirements (i.e., this issue is only relevant to CEQA if a socioeconomic issue, or project result, would cause in an indirect physical environmental change resulting in a significant impact). DD&A will collect the necessary socioeconomic information to determine the baseline conditions for the project's affected environment, to be defined as coastal Monterey County. Data on population and demographics, current economic structure (e.g., identification of the principal industrial sectors, employment and annual output), and projections of the future population growth and economic development. The Carmel Lagoon Project will result in construction-related and operational costs impacting certain community members. This section will present cost information available from existing sources.

***Environmental Justice:*** Socioeconomic issues relevant to the evaluation of environmental justice impacts include employment, population, housing, ethnicity of population, and poverty status. DD&A will prepare the environmental justice section of the EIR/EA pursuant to NEPA and ACOE requirements. The section will describe existing economic and demographic conditions at the appropriate geographic levels. Environmental justice issues encompass a broad range of impacts, including impacts on the natural or physical environment and interrelated social, cultural and economic effects. This environmental justice analysis will focus on ensuring that minority and low-income populations get an equal share of the project benefits without carrying the environmental burden of service development (construction impacts). This analysis will be supported by sufficient information for the public to understand the rationale for the conclusion and will be presented as concisely as possible, using language that minimizes use of acronyms or jargon.

### ***Other Topics***

***Cumulative and Irreversible and Irretrievable Commitment of Resources:*** In accordance with NEPA and CEQA requirements, the EIR/EA will analyze potentially significant cumulative impacts anticipated from the project combined with projects that are proposed, planned, and/or underway within the subject geographic area and other local jurisdictions. The analysis will be based on a list of proposed or anticipated projects in the area, consultation with the RMA and the federal lead agency, and the County General Plan.

***Project Alternatives Analysis:*** In accordance with CEQA and NEPA, the EIR/EA needs to discuss alternatives to the proposed action, including the no-action alternative, which were considered



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

and could feasibly meet the project objectives and potentially avoid or lessen any significant environmental impacts associated with the project. DD&A will rely upon the existing engineering and hydrologic work products conducted by the County and their team of engineers and hydrologists, and the key agencies to determine the feasible alternatives to be addressed. The EIR/EA will discuss the preferred alternative and identify any other alternatives considered (up to three (3), in addition to the No Action alternative). This alternatives analysis may be presented as a range of overarching management policies, or major changes to one or more of the projects. Also, the alternatives analysis may be utilized to look at various combinations of projects implemented in the future. The alternatives will be discussed qualitatively in terms of their impacts and their effectiveness in addressing identified significant adverse project impacts. If additional quantitative and/or modeling information is needed regarding feasibility or environmental impacts of the Carmel Lagoon Project from Whitson Engineers, Moffatt & Nichol, and/or Balance Hydrologics, DD&A will engage with those entities with a scope of work adjustment to provide that information. The alternatives analysis will include the following:

- ♦ Qualitatively analyze a range of feasible alternatives.
- ♦ Summarize other alternatives identified which are not feasible, with rationale for rejection (i.e., size, access, etc.).
- ♦ Analyze the project alternatives in accordance with NEPA and CEQA requirements.
- ♦ Identify an environmentally superior alternative, based on the number and degree of associated environmental impacts.

**Other Sections:** The EIR/EA will also address other issues and include other sections, as listed below.

- ♦ Permitting, Consultation and Coordination Section
- ♦ List of Environmental Commitments
- ♦ List of Preparers and Reviewers/References
- ♦ Growth Inducing Impacts
- ♦ Effects Found to be Less Than Significant

DD&A will submit up to five (5) hard copies of the 1<sup>st</sup> Administrative Draft EIR/EA to the Monterey County RMA, as well as in electronic format.

### **PHASE 2: TASK 7: CEQA/NEPA MEETINGS AND PROJECT MANAGEMENT/ADDITIONS**

DD&A proposes the following conference calls and meetings in Phase 2 of this scope of work. The DD&A Team has included attendance at the following meetings for the team:

#### **Task 7.1: Meetings**

DD&A has included eight (8) meetings at the County offices by the CEQA/NEPA lead by up to two DD&A staff for each meeting.

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

### **Task 7.2: Conference Calls**

DD&A has included eight (8) total one-hour phone calls by the CEQA/NEPA lead by up to two DD&A staff for each conference call.

### **Task 7.3: Project Management**

DD&A will provide project management services, including subconsultant administration and management, status progress reporting and tracking, schedule and budget monitoring and reporting, and client/agency coordination up to the total estimated budget provided.

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Denise Duffy & Associates, Inc. Reallocated Budget as of April 30, 2014						
PHASE 2 TASKS, AS ORIGINALLY OUTLINED IN EXHIBIT A OF THIS PROFESSIONAL SERVICES AGREEMENT						
TO BE REPLACED AND CREDITED IN						
EXHIBIT A-1, SCOPE OF SERVICES/PAYMENT PROVISIONS						
Task Number	Task Description	Billed To Date	Agreement Amount	Budget Remaining as of 4/30/14	Phase 2 Credit Amount	
	<b>Phase 2</b>					
6	Programmatic CEQA and NEPA Documents					
6.1	CEQA/NEPA Project and Alternatives Description	\$583.00	\$16,660.00	\$16,077.00	\$16,077.00	
6.2	Preliminary Programmatic Initial Study Checklist	\$0.00	\$7,110.00	\$7,110.00	\$7,110.00	
6.3	1st Admin Draft Programmatic IS/EA	\$30,059.00	\$110,010.00	\$79,951.00	\$79,951.00	
6.4	2nd Admin Draft Programmatic IS/EA	\$0.00	\$5,631.00	\$5,631.00	\$5,631.00	
6.5	Screen-Check & Public Review Draft Programmatic IS/EA	\$0.00	\$2,472.00	\$2,472.00	\$2,472.00	
6.6	RTC & Prepare Programmatic Draft Final IS/EA	\$0.00	\$9,712.00	\$9,712.00	\$9,712.00	
6.7	Prepare Final IS/EA	\$0.00	\$5,314.00	\$5,314.00	\$5,314.00	
7	CEQA/NEPA Meetings and Project Management					
7.1	County Staff/Consultants Meetings	\$7,726.75	\$8,833.00	\$1,106.25	\$1,106.25	
7.2	Conference Calls	\$5,003.00	\$5,003.00	\$0.00	\$0.00	
7.3	Project Management	\$2,030.25	\$6,975.00	\$4,944.75	\$4,944.75	
8	<b>OPTIONAL</b>					
	<b>OPTIONAL TASKS</b>					
8.1	NHPA Section 106 & Indian Trust Assets Compliance	\$0.00	\$6,065.00	\$6,065.00	\$6,065.00	
<b>TOTAL</b>		<b>\$45,402.00</b>	<b>\$183,785.00</b>	<b>\$138,383.00</b>	<b>\$138,383.00</b>	

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

Revised Budget for Phase 2: Environmental Documentation CEQA/NEPA (ER/EA)														Denise Duffy & Associates, Inc.	
Task Description	Revised	Manager	Supervisor	Principal	Senior	Staff	Project	Manager	Supervisor	Principal	Senior	Staff	Project	Task Title	Amount of
	\$211	\$125	\$139	\$139	\$139	\$139	\$139	\$139	\$139	\$139	\$139	\$139	\$139	Task Title	Task Total for
															Revised Phase
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## EXHIBIT A -1 – 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 and shall include the following:

#### 1. Invoice Coversheet

*Denise Duffy & Associates, Inc.*

*Focused Environmental Impact Report for projects located in the Carmel River Lagoon Area and Carmel River Lagoon Restoration and Management Plan (RFP #2012-CRL-1) for Phases 1 and 2*

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

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

Original Agreement Term: April 23, 2013 – April 23, 2014

Original Agreement Amount: \$353,100

Amendment No. 1: Extension of Term to April 23, 2015

Amendment No. 2: \$193,571.00

This Invoice: Phase 2 Environmental Documentation CEQA/NEPA (EIR/EA)

6.0

CEQA and NEPA Documents/Additions

6.1 \$48,416.00 Coastal Engineering Analysis, Design and 30% Plans for SRPS

6.2 \$61,641.00 Civil and Hydrological Engineering, Analysis, Design and 30% Plans for EPB

6.3 \$10,892.00 CEQA/NEPA Project and Alternatives Description (assumes 2 drafts)

6.4 \$13,589.00 Draft and Final NOP/Noticing/Scoping Meeting

6.5 1<sup>st</sup> Administrative Draft EIR/EA

\$4,668.00 Introduction, Executive Summary

\$9,188.00 Affected Environment/Environmental Setting

Impacts and Mitigated Measures Sections:

\$4,149.00 - Aesthetics

\$7,725.00 - Air Quality

\$11,353.00 - Biological Resources - Terrestrial

\$15,805.00 - Biological Resources - Marine

\$8,481.00 - Climate Change and Greenhouse Gas Emissions

\$14,178.00 - Cultural Resources

\$8,811.00 - Geology and Soils

\$2,345.00 - Hazards and Hazardous Materials

\$14,989.00 - Hydrology/Water Quality/Sea Level Rise

\$5,569.00 - Land Use/Consistency with Plans/Recreation

\$3,775.00 - Noise

\$3,135.00 - Public Service and Utilities

\$3,961.00 - Socioeconomics/Environmental Justice

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

			- Cumulative and Irreversible and Irretrievable Commitment of Resources	
		\$7,813.00		
		\$17,856.00	- Project Alternatives Analysis	
			Other Sections	
		\$3,666.00	- Permitting, Consultation and Coordination Section	
		\$3,932.00	- List of Environmental Commitments	
		\$2,157.00	- List of Preparers and Reviewers/References	
		\$2,501.00	- Growth Inducing Impacts	
		\$3,006.00	- Effects Found to be Less Than Significant	
7.0			CEQA/NEPA Meetings and Project Management/Additions	
	7.1	\$16,233.50	County Staff/Consultants Meetings	
	7.2	\$7,777.50	Conference Calls	
	7.3	\$14,342.00	Project Management	
Total of New Phase 2 Tasks:		\$331,954.00		
Credit for Replaced Phase 2 Tasks:		-\$138,383.00		
Total of Increase for Amendment No. 2:		\$193,571.00		

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

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

\_\_\_\_\_  
Date

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

### 2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
11/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Heffernan Professional Practice Insurance Brokers  
License No. 0564249  
6 Hutton Centre Dr., Ste 500  
Santa Ana, CA 92707

RECEIVED  
NOV 12 2013

**CONTACT**

NAME: Jackie Riola

PHONE (A/C, No, Ext): 714-361-7700

FAX (A/C, No): 714-361-7701

EMAIL: JackieR@heffins.com

ADDRESS:

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Citizens Insurance Co of America

31534

INSURER B: Hanover American Insurance Co

36034

INSURER C: Continental Casualty Co

20443

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Denise Duffy & Associates, Inc.  
947 Cass St., Ste 5  
Monterey, CA 93940

PUBLIC WORKS - ADMIN

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL L LIABILITY	X		OB3916991202	09/01/13	09/01/14	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER			OB3916991202	09/01/13	09/01/14	PRODUCTS - COMPROP AGG \$2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WZ3916990602	09/01/13	09/01/14	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WZ3916990602	09/01/13	09/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	PROFESSIONAL LIABILITY			EEH276198480	11/05/13	11/05/14	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


Projects as on file with the insured including but not limited to Big Sur Erosion Control. County of Monterey, its officers, agents and employees are named as additional insureds on general liability policy-see attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey  
168 W. Alisal St., 2nd Fl.  
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

**I. Additional Insured by Contract, Agreement or Permit**

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or

"personal and advertising injury";

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

- (3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

- (4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

- (5) To "bodily injury", "property damage" or "personal and



advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

## **II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory**

The following is added to **SECTION III – COMMON POLICY CONDITIONS:**

### **M. Other Insurance**

#### **1. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C – Who is An Insured**, is

primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

#### **a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

#### **b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability.

When this insurance is excess, we will have no duty under SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### III. Aggregate Limit of Insurance (Per Project)

a. For purposes of the coverage provided by this endorsement, D. Liability and Medical Expenses Limits of Insurance under Section II – Liability is amended by adding the following:

The General Aggregate Limit under D. Liability and Medical Expenses Limits of Insurance applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement F. **Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

a. "Your project" means:

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

#### IV. Blanket Waiver of Subrogation

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".



# COUNTY OF MONTEREY

## PURCHASE ORDER

ORDER DATE 06-17-2014

DO 3000 0000004959

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST  
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,  
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

DENISE DUFFY & ASSOCIATES

947 Cass Street Ste 5

Monterey CA 93940

S H I P T O  
PLANNING & BLDG/ INSPECTION  
INSPECTION  
168 W. ALISAL ST., 2ND FLOOR  
SALINAS CA 93901

B I L L T O  
PLANNING & BLDG/ ALISAL  
168 W. ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

VENDOR  
VENDOR NUMBER: CV000001806

DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				PURCH DESC: THIS PURCHASE ORDER IS ISSUED TO EXTEND THE TERM OF AGREEMENT PER AMENDMENT NO. 1. THIS IS TO PROVIDE A PROGRAMMATIC BIOLOGICAL ASSESSMENT AND INITIAL STUDY FOR PROJECTS LOCATED IN THE CARMEL RIVER LAGOON AREA AND A CARMEL RIVER LAGOON RESTORATION AND MANAGEMENT PLAN (MYA *844)			
				THE TERM OF THIS AGREEMENT IS FROM 04/23/13 - 04/23/15 AND SHALL NOT EXCEED \$353,100.00			
				THIS PURCHASE ORDER IS VALID FROM 07/01/13 - 06/30/14 AND SHALL NOT EXCEED \$305,927.55.			
				*****CHANGE ORDER*****			
				THIS CHANGE ORDER IS ISSUED TO INCREASE THE AGREEMENT BY \$193,571.00 PER AMENDMENT NO. 2.			
				THIS PURCHASE ORDER SHALL NOT EXCEED \$499,498.55 AND THE AGREEMENT SHALL NOT EXCEED \$546,671.00			
1	0.0		92642	COMM LINE DESC: Env Svc (Not Otherwise Classified)	.00	.00	499,498.55
				EXTENDED DESC: PROGRAMMATIC BIOLOGICAL ASSESSMENT AND INITIAL STUDY - CARMEL RIVER LAGOON			
				MSDS: Not Required			
			001 - 1050 - 8038 - CAO017 - 6613 - - - - 499498.55				

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

ORDER TOTAL 499,498.55

TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

*Michael R. Ten*

COUNTY BUYER INFORMATION

EMAIL:

TELEPHONE:

PRINT DATE: 06/23/14

CONTRACTS/PURCHASING DIVISION  
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1