

# Attachment J

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## Monterey County Board of Supervisors

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

### Board Order

#### Agreement Nos.: A-12490 & A-12548

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

- a. Approved Amendment No. 2 to Agreement No. A-12490 with Michael Baker International, Inc. to increase the Fiscal Year (FY) maximum amount of \$100,000 per year for the initial three (3) year term of the Agreement by \$400,000 for a total maximum increase amount of \$500,000 for FY 2016 - 2017 for a total Agreement amount not to exceed \$800,000 to continue to provide permit application review services and extend the expiration date from July 16, 2016 for one (1) additional year through July 16, 2017; and
- b. Approved Amendment No. 1 to Agreement No. A-12548 with Rincon Consultants, Inc. to increase the FY maximum amount of \$100,000 per year for the initial three (3) year term of the Agreement by \$400,000 for a total maximum increase amount of \$500,000 for FY 2016 - 2017 for a total Agreement amount not to exceed \$800,000 to continue to provide permit application review services and extend the expiration date from August 16, 2016 for one (1) additional year through August 16, 2017; and
- c. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 2 to Agreement No. A-12490, Amendment No. 1 to Agreement No. A-12548 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

PASSED AND ADOPTED on this 14th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Potter

NOES: None

ABSENT: Supervisor Parker

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 79 for the meeting on June 14, 2016.

Dated: June 21, 2016  
File ID: 16-713

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

By *Denise Hancock*  
Deputy

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RINCON CONSULTANTS, INC.**

**THIS AMENDMENT NO. 1** to the 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 Agreement with County on August 16, 2013, (hereinafter, "Agreement") to provide permit application review services (hereinafter, "services") through August 16, 2016 with the option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$100,000 per fiscal year in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the CONTRACTOR's original Pricing Sheet requires an update effective August 17, 2016, in accordance with Exhibit A-1, Revised Pricing Sheet, which is attached and incorporated by this reference; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for one (1) additional year to August 16, 2017, increase the amount by \$500,000 for a total amount not to exceed \$800,000, and update the Pricing Sheet to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 1.1 under Section 1.0 "Performance of the Agreement", to add the following:

Attachment A -- 1 -- Revised Pricing Sheet

2. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT will be from August 16, 2013 to August 16, 2017 with the option to extend the AGREEMENT for one (1) additional one (1) year period.

3. Amend Paragraph 4.1 under Section 4.0, "Compensation and Payments", to read as follows;

It is mutually understood and agreed by both Parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as ATTACHMENTS A and A-1. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year for the initial three (3) year term of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension beyond the initial term, for a total AGREEMENT amount not to exceed \$800,000.

4. Amend Paragraph 5.1 under Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices for all services rendered per this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments" and Section 5.0, "Invoices and Purchase Orders" of the AGREEMENT. All invoices shall reference the Request for Qualifications (RFQ) number (RFQ #10382), Multi-Year Agreement (MYA) number (MYA 3000\*990), Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

5. Delete the first sentence of Paragraph 5.2 under Section 5.0, "Invoices and Purchase Orders".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 and all previous amendments and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By: *Hebra Wike*  
Contracts/Purchasing Officer  
**PURCHASING MANAGER  
COUNTY OF MONTEREY**  
Date: 28 June 2016

Rincon Consultants, Inc.  
Contractor's Business Name

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

Its: STEPHEN SVETE, VICE PRESIDENT  
(Print Name and Title)

Date: May 3, 2016

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

Its: RICHARD DAULTON, SECRETARY  
(Print Name and Title)

Date: May 2, 2016

Approved as to Form and Legality  
Office of the County Counsel

By: *[Signature]*  
Mary Grace Perry  
Deputy County Counsel

Date: May 13, 2016

Approved as to Fiscal Provisions

By: *[Signature]*  
Auditor/Controller

Date: 5-13-16

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.

**ATTACHMENT A-1 – REVISED PRICING SHEET**  
**Effective August 17, 2016**

**ATTACHMENT – PRICING SHEET**

Service:		State your firm's rate of the cost for review:
Permit Review (regular)		\$1,000 - \$3,000
Other (indicate)	Preparation of IS-MND Includes application review, site visit, document revisions and project management	\$3,500 - \$10,000
Other (indicate)	Preparation of Staff Report including Findings, MMRP, and hearing attendance	\$3,500 - \$10,000

Service:	State your firm's rate in dollars per each hour:
Permit Review (regular)	\$71 - \$214 (see fee schedule)
Other (indicate)	\$71 - 214
Other (indicate)	\$71 - 214

The undersigned, having read and understood all proposal information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the COUNTY as a criteria to select the firm(s) for possible interviews by the Selection Committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

Reimbursable Items to be Billed (Please list)	Estimated Cost Bills (Note indicated markup should not exceed 10%)	
	Total Cost	% of Markup calculated
Vehicle Use and Mileage	\$85 reg., \$135 4WD IRS rate/mile over 50 miles	n/a
Filing Fees	Varies	10%
Printing and Postage	Varies	10%
Misc. Office Expenses	Varies	3%

**Pricing sheet shall be submitted in a separate sealed envelope.** Pricing shall only be opened for the awarded CONTRACTOR(s).

**ATTACHMENT A-1 – REVISED PRICING SHEET**



**RINCON CONSULTANTS, INC.**

**Standard Fee Schedule for Environmental Sciences and Planning Services**

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

<b>Professional, Technical, and Support Personnel*</b>	<b>Rate</b>
Principal II	\$ 236/hour
Principal I	\$ 214/hour
Senior Supervisor II	\$ 201/hour
Supervisor I	\$ 181/hour
Senior Professional II	\$159/hour
Senior Professional I	\$ 148/hour
Professional IV	\$ 132/hour
Professional III	\$ 121/hour
Professional II	\$ 104/hour
Professional I	\$93/hour
Environmental Technician/Field Aide	\$ 82/hour
Senior GIS Specialist	\$ 126/hour
GIS/CADD Specialist II	\$ 110/hour
GIS/CADD Specialist I	\$ 99/hour
Graphic Designer	\$ 93/hour
Technical Editor	\$104/hour
Clerical/Administrative Assistant II	\$ 82/hour
Clerical/Administrative Assistant I	\$ 71/hour

*\*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts*

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

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

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

1. *Direct costs associated with the execution of a project are billed at cost plus 10% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at the current IRS rate. For transportation in employee-owned automobiles, the current IRS rate will be charged. Rental vehicles will be billed at cost plus 10%.*



**ATTACHMENT A-1 – REVISED PRICING SHEET**  
**Effective August 17, 2016**



**RINCON CONSULTANTS, INC.**

**Equipment Schedule for Environmental Sciences and Planning Services**

<b>Equipment</b>	<b>Rate</b>	<b>Unit</b>
<b>Environmental Site Assessment</b>		
Baller	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Baller	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
<b>Water Resources</b>		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
<b>Natural Resources Field Equipment</b>		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
<b>Multi-Services Field Equipment</b>		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 75	Day



RINCCON-01 PHILLIPSC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2015

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Legends Environmental Ins. Services 130 Vantis Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Elizabeth Leach PHONE (A/C, No, Ext): (800) 992-6999 E-MAIL ADDRESS: Elizabeth.Leach@loausa.com	FAX (A/C, No): (800) 999-3987
	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company 44520 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED  Rincon Consultants, Inc. 222 N Ashwood Ave Ventura, CA 93045		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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 SUBRN INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	EPK-105397	09/22/2014	09/22/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 Deductible \$ 2,500
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EFX-104375	09/22/2015	09/22/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.*		EPK-105397	09/22/2014	09/22/2016	Per Claim 3,000,000
A	Professional Liab.*		EPK-105397	09/22/2014	09/22/2016	Aggregate 4,000,000

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

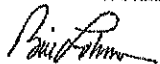
All projects performed by the Insured.

\*Professional Liability and Transportation Pollution are written on a Claims Made basis. When required by written contract, the General Liability and Pollution Liability Limits are on a Per Project basis while dedicated; the Professional Liability is on a Per Policy basis.

The County of Monterey, Its Officers, Agents and Employees are included as additional insured on a primary and non-contributory basis; waiver of subrogation applies where required by a written contract. 30 day notice of cancellation with 10 day notice for nonpayment of premium in accordance with the policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey Contracts/Purchasing Division 168 West Alisal Street 3rd Floor 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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2016

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Pam Ayerle AINS <b>PHONE (A/C, No, Ext):</b> (805) 585-6737 <b>E-MAIL ADDRESS:</b> payerle@tolmanandwiker.com	<b>FAX (A/C, No):</b> (805) 585-6837
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	<b>INSURER A:</b> Travelers Prop Cas Co of Amer <b>INSURER B:</b> Torus National Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 025674 25496

**COVERAGES**

CERTIFICATE NUMBER: 15/16 AU/WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA-5G112538-15-CAG	12/17/2015	12/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	T10160329	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**AUTO:** The County of Monterey, Its Officers, Agents and Employees are Additional Insured as respects to operations of the Named Insured per CAT4740215. This Insurance is Primary & Non-Contributory to any other Insurance per CAT4740215. Endorsements apply only as required by current written contract on file.

**CERTIFICATE HOLDER**

[fax:@18317554969]

County of Monterey  
 Contracts/Purchasing Department  
 168 West Alisal Street  
 3rd Floor  
 Salinas, CA 93901

**CANCELLATION**

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

David Shore/PAMELA

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.	Where specified by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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;

In the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured for Completed Operations Coverage.	Where specified by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

<b>Additional Insured(s)</b>	<b>Specified Project</b>
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on a primary and non contributory basis.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Any person or organization when you have agreed in writing in a contract or agreement to waive your right of recovery against such person or organization.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.