

Attachment C

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Monterey County

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

Board Order

Agreement No.: A-12775

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

- a. Approved a Professional Services Agreement with Denise Duffy & Associates, Inc. to provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project located in the Carmel Area Land Use Plan in the amount not to exceed \$256,769, for a term of July 29, 2014 through June 30, 2016; and
- b. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

(REF140066/Denise Duffy and Associates and REF140048/Carmel River Floodplain Restoration and Environmental Enhancement Project, in Carmel)


PASSED AND ADOPTED on this 29th day of July 2014, by the following vote, to wit:

- AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
- NOES: None
- ABSENT: None

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 July 29, 2014.

Dated: July 29, 2014
File Number: A 14-205

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

By 
Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Denise Duffy & Associates, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 256,769.25.
3. **TERM OF AGREEMENT.** The term of this Agreement is from July 29, 2014 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY: | FOR CONTRACTOR: |
|--|---|
| Dalia Mariscal-Martinez, Management Analyst II | Denise Duffy, Principal |
| Name and Title | Name and Title |
| County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901 | Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940 |
| Address | Address |
| (831) 755-8966 | (831) 373-4341 |
| Phone | Phone |

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: Debra Bayard, MS

Debra Bayard, MS

Date: August 1, 2014

Purchasing Officer
County of Monterey

By: _____

Department Head (if applicable)

Date: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Maureen P. DePaola

Date: 7-21-2014

County Counsel

Approved as to Fiscal Provisions²

By: Guy Kellin

Date: 7-21-14

Auditor/Controller

Approved as to Liability Provisions³

By: _____

Risk Management

Date: _____

CONTRACTOR

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

By: Denise Duffy
(Signature of Chair, President, or Vice-President)*

Denise Duffy, President
Name and Title
Date: 7/18/14

By: Denise Duffy
(Signature of Secretary, Asst. Secretary/CFO, Treasurer or Asst. Treasurer)*

Denise Duffy, Secretary
Name and Title
Date: 7/18/14

County Board of Supervisors' Agreement Number: _____

*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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SCOPE OF WORK FOR ENVIRONMENTAL DOCUMENTATION, CEQA/NEPA, AND REGULATORY PERMITTING FOR THE

CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT

Prepared April 8, 2014

INTRODUCTION

The Monterey County Resource Management Agency (RMA) is proposing to enhance native riparian and wetland habitat and hydrologic function to a portion of the lower floodplain along the Carmel River on property owned by the Big Sur Land Trust, California State Parks (State Parks), Monterey Peninsula Regional Park District, and Clint and Margaret Eastwood (APN 243-071-006-000, 243-021-007-000, 243-071-003-000, and 157-121-001-000). The proposed Carmel River Floodplain Restoration and Environmental Enhancement Project (herein referred to as the "project") is located at the downstream end of the Carmel River Watershed, approximately one mile from its mouth and immediately east of State Route 1 (SR 1). A small portion of the project is also located west of SR 1. The project consists of three distinct, but related, project actions/components, each of which would be completed based on available funding.

The project actions consist of:

- Grading the existing farmland to create an elevated agricultural preserve and floodplain restoration.
- Replacing a portion of the SR 1 roadway embankment with a causeway section.
- Removing sections of earthen levees on the south side of the Carmel River channel and grading a portion of the eastern boundary of the project site to encourage flood flows to enter into the south floodplain area at Odello East.

An Initial Study Mitigated Negative Declaration (IS/MND) has been certified for the project. The lead agency was the Monterey County Water Resources Agency. The project falls within the jurisdiction of the California Department of Transportation (Caltrans). This proposed scope and cost estimate assumes that Caltrans will require a separate IS/MND and technical studies for the project to be prepared to their standards with the RMA as the California Environmental Quality Act (CEQA) lead agency. For the purposes of this proposed scope and cost estimate, it is assumed that the RMA will determine a combined CEQA/National Environmental Quality Act (NEPA) document as appropriate to move the project forward as Caltrans has identified the requirement for NEPA compliance. Caltrans has identified the requirement for the preparation of a number of technical documents for the project within the Project Study Report (PSR) prepared for the project and approved by Caltrans on 11/2/10. The exact scope of the technical documents that will be required is not certain at this time. As a result, this scope

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

and cost estimate is subject to change based on guidance and direction provided by Caltrans as the project progresses.

TASK 1.0 PROJECT INITIATION

Based upon consultation with the RMA and Denise Duffy & Associates, Inc.'s (DD&A) knowledge of the project, this task will include work necessary to initiate the environmental services including the following tasks:

- Review additional available background information,
- Conduct initial project management and subconsultant coordination,
- Attend up to two (2) kick-off meetings with the RMA, Caltrans, and key agencies to discuss the project documentation approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities and distribution of deliverables, and
- Establish schedules and protocols for communication.

TASK 2.0 PREPARE NEPA-REQUIRED TECHNICAL STUDIES

As defined by the PSR completed and approved for the project by Caltrans, the documents listed below will be required for use in completing the NEPA documentation and to satisfy the legal requirements of the various federal statutes and regulations, and issuance of the appropriate permits by federal agencies with jurisdiction over resources affected by the project. These technical studies will be used to support both the CEQA and NEPA analysis and appended to the combined CEQA/NEPA document to ensure the analysis is consistent. DD&A assumes that any other technical studies (not identified below) required for this project would be completed under separate contracts. If DD&A is requested to provide additional technical studies, an amendment to this Agreement would be required to prepare these studies.

DD&A shall prepare the following technical reports following standard Caltrans guidelines to provide sufficient information for the CEQA/NEPA analysis to satisfy the legal requirements of the various state and federal statutes and regulations, and issuance of the appropriate permits by state and federal agencies with jurisdiction over the project:

Task 2.1 Natural Environmental Study (NES)

The NES will include documentation of the biological resources in the project area and an assessment of the impacts of the project alternatives on those resources. This report will provide recommendations on the level of the potential impacts and mitigation measures. The NES will include the following:

- Wetlands Evaluation: A wetland delineation has been prepared for the project. The map and letter report of findings will be presented to the U.S. Army Corps of Engineers (ACOE) upon approval by Caltrans and the RMA, and included in the NES as an appendix.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- **Special-Status Species and Sensitive Habitat Assessment:** A site reconnaissance survey has been performed in order to evaluate sensitive or potential special-status species habitat within the project boundaries and document current conditions. Communication with appropriate resource agencies will be conducted in order to generate mitigation measures to reduce, minimize or avoid potential impacts. Additionally, a botanical survey will be conducted in the summer of 2014 to update previously conducted surveys. This information will be incorporated into the NES.

Task 2.2 Section 106 Documents

- **Delineate Area of Potential Effect (APE):** The DD&A team will assist the RMA in the preparation of an APE map for Caltrans' approval. The APE map will be plotted on an aerial photograph or other base at a scale of approximately 1"-200" and will clearly depict the existing and proposed right-of-way.
- **Archaeological Survey Report (ASR):** A Preliminary Archaeological Reconnaissance Report (PARR) was prepared by Archaeological Consulting for the project and will be used as the basis for the preparation of the ASR. DD&A will manage the preparation of the ASR by Mary Doane of Archeological Consulting. The scope of work includes a California Historic Resources Information System (CHRIS) records search at the Northwest Regional Information Center to determine whether there are any previously recorded archeological sites or other historic resources recorded within the APE or in the immediate vicinity, whether there has been any previous archaeological work done within the APE or in the immediate vicinity, and a field inspection of the APE. In addition, a search of the Sacred Lands files through the Native American Heritage Commission (NAHC) and consultation with locally affiliated Native Americans will be completed.
- **Historic Property Survey Report (HPSR):** After completion of the draft ASR, the DD&A team will prepare the draft HPSR which will serve as a summary of the findings and will include a description of the APE and the public participation process.

Task 2.3 Biological Assessment

A biological assessment (BA) is required for any project where federally listed species may be adversely affected, resulting in formal consultation, or affected but not adversely affected, resulting in informal consultation. In addition, even if there will be no effect on any federally listed species, the presence of proposed or designated critical habitat may require that a BA be prepared. The project is within and adjacent to designated critical habitat for the federally listed California Red-Legged Frog and South Central Coast Steelhead. As a result, the project must assess if the primary constituent elements (PCEs) of critical habitat are present, how much of the action area contains the PCEs, and whether the project will have an adverse impact on critical habitat within the action area. This will be determined and presented in the BA.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

The BA will be used for the federal environmental review process and is the basis for the federal regulatory agencies to make an effective determination on a proposed project and issue the required authorizations. The BA will include identification and description of the biological resources in the project area specific to federal listed species and an assessment of the impacts of the project and alternatives on those resources. This report will provide recommendations on the significance of the potential impacts and mitigation measures. This technical report will provide sufficient information for the NEPA analysis to satisfy the legal requirements of the relevant federal statutes and regulations, and the issuance of the appropriate permits by regulatory agencies with jurisdiction over natural resources affected by the project.

Task 2.4 Scenic Resource Evaluation (SRE) and Visual Impact Assessment Memorandum (VIA)

This task includes the preparation of a SRE as the project site is located within the limits of an officially designated State Scenic Highway and must be reviewed for the presence of scenic resources. The SRE will consider the site-specific visual and historic context, anticipated sensitivity of identified viewers, and the extent of visibility. The SRE will examine the project limits; determine if scenic resources exist within those limits including the project viewshed, and whether they will be impacted by the project. The impact assessment will also determine if views of scenic resources will be obstructed. The SRE will be based on an evaluation of the public's anticipated perception of the existing resource and its visual setting.

This task also includes the preparation of a VIA as the project has the potential to change the visual environment. The assessment level for the VIA can range from "no formal analysis" to a "formal VIA." If a VIA is required and if the project is within the limits of an officially designated State Scenic Highway, the SRE is included in the VIA. If the project is within the limits of an officially designated State Scenic Highway but no VIA is required; an SRE must be prepared for the project.

The level of VIA is determined using the VIA Questionnaire. In general, projects replacing or rehabilitating existing facilities (e.g., pavement overlay, striping, sign replacement) do not constitute a change in character to those facilities, and as such, will not require further analysis. Projects that constitute negligible or very minor visual change will require a memorandum that describes the site characteristics and provides confirmation of minimal changes. Projects resulting in a noticeable level of visual change require that a VIA be completed. It is assumed for this task that the required level of analysis will be a memorandum. This task does not include the preparation of a formal VIA.

Task 2.5 Paleontological Identification Report (PIR)

DD&A will retain Archeological Consulting to prepare a PIR. This task will include coordination with appropriate agencies and the identification of potentially significant paleontological resources within the PIR. The PIR will include mapping of sufficient detail to correlate the potential project footprint with detailed geologic maps and paleontological databases if they exist for the project area. The PIR will determine whether there are known or reasonably anticipated paleontological resources within the

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

project area. If so, it must further be determined whether or not project excavation may impact the resource. The presence of known or reasonably anticipated resources that may be impacted by the project indicates that a Paleontological Evaluation Report (PER) will be needed as a part of subsequently preparing the project's environmental document. This scope assumes that a PER will not be required and does not include the preparation of a PER.

Task 2.6 Initial Site Assessment (ISA) for Hazardous Waste

DD&A will retain AEI Consultants to prepare a Phase I Environmental Site Assessment in accordance with the most current American Society for Testing Materials (ASTM) E1527-05 and Caltrans standards. This analysis would include the following: a site inspection; review of local, regional, and state agency files for the subject property and adjacent/surrounding properties of concern; site history and land use review; interviews with knowledgeable persons (i.e., owners, property managers, tenants, neighbors); and review of aerial photographs.

Task 2.7 Noise Study Report (NSR)

DD&A will retain Illingworth & Rodkin to prepare the NSR for the project. The noise analysis will consist of a combination of long-term and short-term observed noise measurements at various locations to quantify noise levels throughout the site and in surrounding areas. The noise analysis will identify existing noise sources and sensitive receptors in the project vicinity. Noise and land use compatibility of the project will be assessed by adjusting existing noise data as necessary.

Task 2.8 Air Quality Study (AQS)

The project site is located within the jurisdiction of the Monterey Bay Unified Air Pollution Control District (MBUAPCD). Primary air quality issues associated with this project would be impacts to regional air quality from indirect sources (i.e., project traffic generation) and temporary emissions of dust and exhaust from construction. DD&A will retain Illingworth & Rodkin, Inc. to prepare a technical air quality analysis for the project in accordance with the most recent MBUAPCD and Caltrans Guidelines. The analysis contained in this section of the combined CEQA/NEPA document will incorporate the findings of the air quality analysis and provide additional supplemental analysis, as warranted. The analysis will describe the air quality setting of the area and assess potential air quality impacts.

Task 2.9 Farmland Conversion Impact Rating - Form AD 1006

This task consists of the preparation of the United States Department of Agriculture "Farmland Conversion Impact Rating" (AD 1006) form and includes a summary of the results of early consultation with the Natural Resource Conservation Service (NRCS) and, as appropriate, State and local agriculture agencies where any of the four (4) specified types of farmland (Prime, Unique, Statewide or Local Important Farmland) could be directly or indirectly impacted by any alternative under consideration. As farmland will be impacted by the project, the analysis will include a map showing the location of all farmlands in the project impact area, discussion of the impacts of the various alternatives and identification measures to avoid or reduce the impacts. A copy of the form will be appended to the combined CEQA/NEPA document. Where the Land Evaluation and Site Assessment score (from Form AD

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1006) is 160 points or greater, the CEQA/NEPA document will include a discussion of alternatives to avoid farmland impacts. If avoidance is not possible, measures to minimize or reduce the impacts will be evaluated and, where appropriate, included in the proposed action.

TASK 3.0 PREPARATION OF THE COMBINED CEQA/NEPA DOCUMENT

The RMA would be the CEQA lead agency and Caltrans would be the NEPA lead agency. DD&A shall prepare a combined CEQA/NEPA document, specifically, an IS/MND and Environmental Assessment/Finding of No Significant Impact (EA/FONSI) under CEQA and NEPA, respectively.

Task 3.1 CEQA and NEPA Project and Alternative Descriptions

DD&A will use information prepared in the existing certified CEQA document during preparation of the Conceptual Proposed Action for the project and will assist RMA with development of supplemental information required to prepare an IS/MND/EA/FONSI. As part of this task, DD&A will work with the technical consultants (Balance Hydrologics and Whitson Engineers) to complete the required maps, graphics, and figures needed to adequately define the project impact areas. DD&A intends to work collaboratively with the RMA and the technical consultants (Balance Hydrologics and Whitson Engineers) to develop the IS/MND/EA/FONSI 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., RMA, Caltrans, and technical subconsultants) for review and comment. This scope assumes one (1) round of comments from each of the 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 IS/MND/EA/FONSI.

Task 3.2 Prepare 1st Administrative Draft CEQA/NEPA Document

DD&A will prepare a joint Administrative Draft IS/MND/EA/FONSI for the project in accordance with CEQA Guidelines, including §15120 through §15131, NEPA Regulations, and Caltrans and NEPA Guidelines. The document 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 document for which the effectiveness of mitigation cannot be confirmed with certainty.

DD&A will prepare the document, 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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

and maps, background information in previously prepared environmental documentation, project-specific technical and design studies/recommendations, and DD&A's extensive library of resources and 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 document will be prepared concisely and to a level of detail necessary to assist the RMA and Caltrans in achieving the following ultimate actions:

- Issuance of a FONSI by Caltrans demonstrating compliance with NEPA, and
- Certification of an IS/MND 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 document, in addition to all other elements required by CEQA Guidelines Appendix G and NEPA Regulations. For each environmental topic, the document 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
- Air Quality
- Biological Resources
- Climate Change and Greenhouse Gas
- Cultural Resources
- Geology and Soils
- Hazardous Materials
- Hydrology/Water Quality
- Land Use/Consistency with Plans
- Recreation
- Noise
- Public Services/ Utilities
- Socioeconomic
- Environmental Justice
- Other Topics
- Cumulative and Irreversible and Irretrievable Commitment of Resources
- Alternatives Analysis

DD&A will submit up to five (5) hard copies of the 1st Administrative Draft Document to the RMA, as well as in electronic format.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.3 Prepare 2nd Administrative Draft IS/MND/EA/FONSI

After review of the 1st Administrative Draft IS/MND/EA/FONSI by the County, DD&A will respond, as necessary, and revise the document based on the comments received and prepare a 2nd Administrative Draft IS/MND/EA/FONSI. This scope assumes one round of comments from the County. The 2nd Administrative Draft IS/MND/EA/FONSI will then be provided electronically to Caltrans in their capacity as the federal lead agency for the Federal Highway Administration via their Local Assistance Program for Caltrans review and comment.¹

Task 3.4 Prepare Screencheck and Public Review Draft IS/MND/EA/FONSI and Noticing

Upon receipt of comments, DD&A will meet with the RMA and Caltrans to discuss the comments and appropriate incorporation into the IS/MND/EA/FONSI.² DD&A will then submit a Screencheck Draft (two hard copies as well as in electronic format in Microsoft Word and Adobe Acrobat format on CD), Draft Notice of Completion (NOC), and Draft Notice of Availability (NOA) to the RMA and the federal lead agency. After review of the Screencheck Draft and draft notices, DD&A will submit 15 copies of the Draft IS/MND/EA/FONSI and NOC to the State Clearinghouse for distribution for a 30-day public review period (per CEQA requirements), and provide Caltrans one original, unbound copy to comply with the federal lead agency's NEPA requirements for public distribution. In addition, DD&A will provide 30 copies (plus one unbound, camera ready copy) of the Draft IS/MND/EA/FONSI, NOC, and NOA to RMA for local distribution. This scope assumes that the distribution list, all public mailings, and posting of notification documentation will be conducted and paid for by the RMA. Additional copies beyond those identified above are not included in this scope of work.

Task 3.5 Respond to Public Comments and Prepare 1st Administrative Draft Final Document

DD&A will respond to public comments received on the Draft IS/MND/EA/FONSI received during the 30-day review period. DD&A, in consultation with the RMA and the federal lead agency, will prepare formal responses to these comments. This scope of work assumes multiple project meetings and/or conference calls with the County and Caltrans to review public comments and develop appropriate responses. This document will consist of the following: 1) revisions to the IS/MND/EA/FONSI text, as necessary; 2) list of individuals and agencies commenting on the Draft IS/MND/EA/FONSI; 3) copies of letters received; and 4) written responses to comments received during the public review period. All

¹ This scope and budget assumes that Caltrans will administer the federal lead agency role for the Federal Highway Administration via their Local Assistance Program and will require review of the Administrative Draft IS/MND/EA/FONSI for compliance with NEPA Regulations. Additional hard copies and CD copies that may be required by Caltrans or other federal or state agencies is unknown at this time and is not included in this scope or budget.

² This scope and budget includes incorporating comments, assuming that comments do not require substantial revisions or additional technical analysis. Substantial revisions are anticipated to be avoided by early coordination with the federal lead and other key agencies; however, DD&A cannot anticipate agency staffing changes, project description changes, or other changes in circumstances outside our control.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

public comments will be codified and responses will be provided. DD&A will provide five (5) hard copies of the 1st Administrative Draft Final IS/MND/EA/FONSI to the RMA and five (5) hard copies to the federal lead agency, along with electronic versions, for review and comment. This scope assumes Caltrans will prepare the FONSI as well as any required federal noticing as the federal lead agency.

DD&A reserves the right to review the public comments once available and submit a request for additional compensation should new issues arise outside the scope of work that require additional technical analysis, or should the anticipated number of comments or work required to complete the responses materially exceed the estimated work effort in the budget. If, during the course of the public comment period additional comments are received that identify new issues that are outside the original scope of work, DD&A will submit an Agreement amendment as necessary.

Task 3.6 Prepare 2nd Administrative Draft Final Document and Draft MMRP

DD&A will respond and incorporate one single round of comments from the RMA and one single round of comments from Caltrans on the 1st Administrative Draft Final IS/MND/EA/FONSI and prepare the 2nd Administrative Draft Final IS/MND/EA/FONSI and Draft MMRP. The Draft MMRP will identify mitigation implementation and tracking responsibilities. The Draft MMRP will identify responsibility, timing, funding, and reporting of mitigation measures identified in the IS/MND/EA/FONSI. The 2nd Administrative Draft Final IS/MND/EA/FONSI and Draft MMRP will be submitted electronically to the RMA and Caltrans for review and comment.

Task 3.7 Prepare Screencheck Draft Final IS/MND/EA/FONSI, MMRP, and CEQA Findings

DD&A will respond and incorporate one single round of comments from the RMA and one single round of comments from Caltrans on the 2nd Administrative Draft Final IS/MND/EA/FONSI and Draft MMRP prior to preparation of the Screencheck Draft Final IS/MND/EA/FONSI and Final MMRP. DD&A will submit the Screencheck Draft Final IS/MND/EA/FONSI and MMRP to the RMA and Caltrans for final comments prior to preparing the Final IS/MND/EA/FONSI and MMRP.

Task 3.8 Prepare Final IS/MND/EA/FONSI and MMRP and CEQA Findings

Based on receipt of one round of comments from the RMA and Caltrans on the Screencheck Draft Final IS/MND/EA/FONSI and MMRP, DD&A will prepare and submit the Final IS/MND/EA/FONSI and MMRP to the RMA and Caltrans for certification and adoption. DD&A will provide ten (10) hard copies of the Final IS/MND/EA/FONSI and MMRP to the RMA and five (5) hard copies to the federal lead agency, as well as electronic versions.

As part of this task, DD&A will prepare materials for IS/MND/EA/FONSI certification and project approval, including: CEQA Findings, Statement of Overriding Considerations (if needed), and Notice of Determination (NOD). This scope of work assumes that RMA staff or legal counsel will be responsible for preparing all accompanying staff reports and resolutions. DD&A will provide a draft of the findings and associated material to the RMA and legal counsel for review and comment. All material will subsequently be revised based on comments. DD&A will prepare a draft and final NOD to be filed by the

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

RMA with the County Clerk and State Clearinghouse. The attached budget does not include payment of filing fees, including the California Department of Fish and Wildlife (CDFW) fee required upon submittal of the NOD to the County Clerk. DD&A will submit an Agreement amendment for the filing fees, if necessary.

This scope of work assumes that Caltrans will be responsible for all federal noticing and processing beyond what is detailed in the tasks herein.

TASK 4.0 REGULATORY PERMITTING

DD&A will contact agencies and organizations that have knowledge of local biological resources and jurisdiction over resources potentially affected by the project throughout the duration of the project to ensure agency concurrence at the time of final document preparation.

A number of supporting technical documents will be required as part of the permitting processes associated with the proposed restoration project. Numerous existing technical documents have been prepared in support of the proposed restoration project, and DD&A proposes that these documents be revised and finalized in a format that is acceptable to the resource agencies. DD&A will facilitate the preparation of final documents utilizing existing information and supplemented by additional information if necessary.

DD&A will informally consult with environmental regulatory agency representatives and prepare permit applications in signature-ready format. Upon the RMA's signature, DD&A will coordinate with the agencies to determine if the applications are complete, provide additional information, review project measures to avoid or minimize impacts, and identify additional permit conditions recommended for permit approval. The RMA will be responsible for agreeing to and finalizing the permit conditions, executing the permits, and paying permit application fees. It is assumed that Caltrans will administer the federal lead agency role for the Federal Highway Administration via their Local Assistance Program and would conduct Section 7 consultation with U.S. Fish and Wildlife Service (USFWS) and the National Oceanographic and Atmospheric Administration (NOAA). Applications will be prepared by DD&A for the following Regulatory Agencies:

- USACOE Individual Section 404
- CDFW Streambed Alteration Agreement Fish and Game Code 1602
- Regional Water Quality Control Board (RWQCB) Section 401
- California Coastal Commission State Coastal Development Permit

TASK 5.0 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 County/agency coordination up to the total estimated budget provided.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 6.0 MEETINGS

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

- DD&A has included eight (8) meetings at the County offices and eight (8) total one-hour phone calls by up to two DD&A staff for each.

DD&A proposes the following conference calls and meetings specific to Task 4, Regulatory Permitting. The DD&A Team has included attendance at the following meetings for the team:

- DD&A has included four (4) meetings and four (4) total one-hour phone calls by up to two DD&A staff for each. Meeting locations may vary depending on the regulatory agency involved.

The attendance at additional meetings by DD&A will be billed on a time-and-materials basis. If the RMA desires that DD&A arrange for meetings, prepare presentations, agendas, meeting notices, and meeting summaries or minutes, those services will be outside the budget provided and DD&A will provide budget estimates for those additional out-of-scope services, separately.

Additional services not included in the scope (above) for the project cannot be provided until the additional work/cost is presented to the County and with the County's approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, DD&A will be authorized to proceed with the additional services.

EXHIBIT A – 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.
Carmel River Floodplain Restoration and Environmental Enhancement Project

Date: _____ Invoice No. _____

Original Agreement Term: July 29, 2014 – June 30, 2016

Original Agreement Amount: \$256,769.25

| | | | | |
|---------------|-----|-----|--|---------------------|
| This Invoice: | 1.0 | | Project Initiation | \$14,227.00 |
| | | 1.1 | Project Initiation | |
| | 2.0 | | Prepare NEPA Required Technical Studies | \$73,704.50 |
| | | 2.1 | Natural Environmental Study | |
| | | 2.2 | Section 106 Documents | |
| | | 2.3 | Biological Assessment | |
| | | 2.4 | Scenic Resource Evaluation (SER) and Visual Impact Assessment Memorandum (VIA) | |
| | | 2.5 | Paleontological Identification Report (PIR) | |
| | | 2.6 | Initial Site Assessment (ISA) for Hazardous Waste | |
| | | 2.7 | Noise Study Report (NSR) | |
| | | 2.8 | Air Quality Study (AQS) | |
| | | 2.9 | Farmland Conversion Impact Rating – Form AD 1006 | |
| | 3.0 | | Preparation of a Combined CEQA/NEPA Document | \$110,389.25 |
| | | 3.1 | CEQA and NEPA Project and Alternative Descriptions | |
| | | 3.2 | Prepare 1 st Administrative Draft CEQA/NEPA Document | |
| | | | \$3,436.00 Introduction: Executive Summary | |
| | | | \$5,974.00 Affected Environment/Environmental Setting | |
| | | | Impacts and Mitigation Measures Sections | |
| | | | \$2,757.00 Aesthetics | |
| | | | \$2,477.00 Air Quality | |
| | | | \$8,126.00 Biological Resources | |
| | | | \$1,660.00 Climate Change and Greenhouse Gas Emissions | |
| | | | \$1,690.00 Cultural Resources | |
| | | | \$2,154.00 Geology and Soils | |
| | | | \$1,624.00 Hazards and Hazardous Materials | |
| | | | \$3,112.00 Hydrology/Water Quality | |
| | | | \$1,218.00 Land Use/Consistency with Plans/Recreation | |

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

| | | | |
|---------------------|-------------|---|---------------------|
| | \$1,942.00 | Recreation | |
| | \$2,118.00 | Noise | |
| | \$1,802.00 | Public Services and Utilities | |
| | \$1,854.00 | Socioeconomics/Environmental Justice | |
| | \$3,852.00 | Other Topics | |
| | \$2,352.00 | Cumulative and Irreversible and Irretrievable Commitment of Resources | |
| | \$4,772.00 | Alternatives Analysis | |
| 3.3 | \$13,052.75 | Prepare 2 nd Administrative Draft IS/MND/EA/FONSI | |
| 3.4 | \$1,652.75 | Prepare Screencheck and Public Review Draft IS/MND/EA/FONSI and Noticing | |
| 3.5 | \$10,596.75 | Respond to Public Comments and Prepare 1 st Administrative Draft Final Document | |
| 3.6 | \$6,392.75 | Prepare 2 nd Administrative Draft Final Document and Draft MMRP | |
| 3.7 | \$3,076.75 | Prepare Screencheck Draft Final IS/MND/EA/FONSI, MMRP and CEQA Findings | |
| 3.8 | \$9,714.75 | Prepare Final IS/MND/EA/FONSI and MMRP and CEQA Findings | |
| 4.0 | | Regulatory Permitting | \$31,267.00 |
| 4.1 | \$31,267.00 | Permitting | |
| 5.0 | | Project Management | \$10,293.00 |
| 5.1 | \$10,293.00 | Project Management | |
| 6.0 | | Meetings | \$16,888.50 |
| 6.1 | \$10,573.00 | County Staff/Consultants Meetings (assumes 8 meetings and 8 conference calls) | |
| 6.2 | \$6,315.50 | County Staff/Consultants Permitting Meetings (assumes 4 meetings and 4 conference calls) | |
| Grand Total: | | | \$256,769.25 |

Remaining Balance \$ _____

Approved as to Work/Payment: _____

John H. Ford, Planning Services Manager

_____ Date

All Invoices Are To Be Sent To:

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

2. Invoice Detail

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



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 09-10-2014

DO 3000 0000007791

IMPORTANT

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

| | | |
|---|---|--|
| <p>VENDOR</p> <p>DENISE DUFFY & ASSOCIATES 947 Cass Street Ste 5 Monterey CA 93940</p> | <p>SHIP TO</p> <p>PLANNING & BLDG/ INSPECTION INSPECTION 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901</p> | <p>BLDG/ALISAL</p> <p>PLANNING & BLDG/ ALISAL 168 W. ALISAL ST 2ND FLOOR SALINAS CA 93901</p> |
| <p>VENDOR NUMBER: CV000001806</p> | | |
| <p>DELIVERY DATE: _____ F.O.B.: _____</p> | | |

| ITEM | QUANTITY | UNIT | COMMODITY CODE | ITEM DESCRIPTION | UNIT PRICE | SALES TAX | EXTENDED PRICE |
|--------------------|----------|------|----------------|---|------------|-----------|-------------------|
| | | | | <p>PURCH DESC: THIS DELIVERY ORDER IS ISSUED TO DENISE DUFFY & ASSOCIATES, INC. TO PROVIDE ENVIRONMENTAL DOCUMENTATION, CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) / NATIONAL ENVIRONMENTAL QUALITY ACT (NEPA), AND REGULATORY PERMITTING FOR THE CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT</p> <p>THIS AGREEMENT IS VALID FROM 07/29/14 - 06/30/16 AND SHALL NOT EXCEED \$256,769</p> <p>THIS PURCHASE ORDER IS VALID FROM 07/01/14 - 06/30/15 AND SHALL NOT EXCEED \$256,769</p> <p>91843</p> <p>COMM LINE DESC: Environmental Consulting EXTENDED DESC: Carmel River Floodplain MSDS: Not Required</p> <p>001 - 3000 - 8172 - RMA001 - 6613 - - - - 256769.00</p> | .00 | .00 | 256,769.00 |
| ORDER TOTAL | | | | | | | 256,769.00 |

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

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

TELEPHONE: _____

EMAIL: _____

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Te...

PRINT DATE: 09/11/14

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

PAGE NUMBER: 1 OF 1



Monterey County

Board Order

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

Agreement No.: A-12775

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

- a. Approved Amendment No. 1 to Professional Services Agreement No. A-12775 with Denise Duffy & Associates, Inc. to expand current tasks and to include the preparation of a Water Quality Assessment Report for completion of the Carmel River Floodplain Restoration and Environmental Enhancement Project in the Carmel Area Land Use Plan, in the amount of \$65,000 for a total amount not to exceed \$321,769, and extend the term to July 29, 2017; and
- b. Authorized the Contracts/Purchasing Officer or his designee to execute Amendment No. 1 to Professional Services Agreement No. A-12775 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount. (Amendment - REF140048/Denise Duffy & Associates for Carmel River Floodplain Restoration and Environmental Enhancement Project, in the Carmel Area Land Use Plan)

PASSED AND ADOPTED on this 1st day of September 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

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 78 for the meeting on September 1, 2015

Dated: September 3, 2015
File ID: A 15-310

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

By Denise Hancock
Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 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") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on August 1, 2014 (hereinafter, "Agreement") to provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project"); and

WHEREAS, the Parties wish to fully comply with Paragraph 12, Compliance with Terms of State or Federal Grant, of this Agreement by incorporating the State of California (hereinafter, "State"), The Natural Resources Agency, Department of Water Resources (hereinafter, "DWR") Agreement between the State DWR and Monterey County under The Flood Corridor Program as Exhibit B, SAP Contract No. 4600010665, into this Agreement by this reference; and

WHEREAS, the Grant Agreement requires compliance with the Monterey County Drug-Free Workplace Policy, attached as Exhibit C and incorporated into this Agreement by this reference; and

WHEREAS, County wishes to revise the Payment Provisions of Exhibit A of the Agreement to allow for monthly invoicing by the CONTRACTOR per Section B, Payment Provisions, of Exhibit A-1, Scope of Services/Payment Provisions, and to comply with the Grant Agreement provisions established by the DWR as outlined in Exhibit B of this Agreement; and

WHEREAS, due to unforeseen circumstances during the scoping of the Project and to meet the Department of Transportation (hereinafter, "Caltrans") documentation requirements, the Parties have identified a need to expand Task 1, Project Initiation, Task 2, Prepare NEPA Required Technical Studies, Task 5, Project Management, and Task 6, Meetings, of the original scope of work for the Project; and

WHEREAS, per Caltrans requirements, the Parties wish to include Task 2.10, Water Quality Assessment Report, to the original scope of work to complete the Project; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to July 29, 2017 and increase the amount by \$65,000.00 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 the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A 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 \$321,769.25.

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

The term of this Agreement is from July 29, 2014 to July 29, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions", attached and incorporate by this reference, "Exhibit B, SAP Contract No. 4600010665", attached and incorporated by this reference, and "Exhibit C, Monterey County Drug-Free Workplace Policy", attached and incorporated by this reference.

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. 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: *Reha Webb*
~~Contracts/Purchasing Officer~~
Deputy Purchasing Agent

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

Date: 9-11-15

By: *Denise Duffy*
(Signature of Chair, President or Vice President)

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

Date: 8/13/15

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

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

By: *[Signature]*
Deputy County Counsel

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

Date: 8-20-15

Date: 8/13/15

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 8-21-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project"), as set forth below:

Task 1. Project Initiation

This task was originally scoped and contracted to include two (2) meetings with Caltrans and key agencies. The communication, coordination and meetings required to facilitate the Federal lead agency role has dominated this effort. Fairly constant communication has occurred in addition to five (5) agency meetings. The effort increased significantly beyond that which was anticipated during initial scoping for this task.

An additional item identified under this task is identifying data and documentation needs. CONTRACTOR anticipated minimal coordination with Caltrans because a 2010 California Environmental Quality Act (CEQA) document for the Project exists, allowing for a relatively easy review of existing data and analysis. Caltrans has required a significant amount of document review through this process as they are sending each check-list section to multiple Caltrans department technicians for review. Each Caltrans' assigned staff have multiple questions and require that CONTRACTOR put in time to "bring them up to speed" on the Project.

CONTRACTOR has completed Task 1, but is **\$20,000.00** over budget for this task.

Task 2. Prepare National Environmental Protection Act (NEPA) Required Technical Studies

CONTRACTOR has exhausted the approved budget for the Biological Assessment (BA) and for the Natural Environment Study (NES). During the initial scoping of the Project, it was not anticipated that Caltrans would be the Federal lead agency which has required additional effort to complete required Caltrans documentation for the entirety of the Project. As a result, the NES and BA must be prepared in Caltrans format and content requirements and must evaluate the restoration, in addition to the causeway for the Project.

CONTRACTOR has not yet completed this task and requests an additional **\$8,023.00** for completion of Task 2.1, NES and **\$5,986.00** for completion of Task 2.3, BA.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Caltrans has reviewed the previous documentation for the Project and has directed CONTRACTOR to prepare a technical document not originally anticipated or included during the initial scoping of this Project.

CONTRACTOR will prepare a Water Quality Assessment Report at a cost of **\$9,991.00** and identified as Task 2.10, Water Quality Assessment Report.

Task 3. Preparation of the Combined CEQA/NEPA Document

CONTRACTOR has not initiated the work described under this task for the Project. No increase to the original amount is required.

Task 4. Regulatory Permitting

CONTRACTOR has not initiated the work described under this task for the Project. No increase to the original amount is required.

Task 5. Project Management

CONTRACTOR has used a disproportionate amount of the budget for this task in an effort to offset the significant out-of-scope work associated with Task 1, Project Initiation.

CONTRACTOR requests an additional **\$7,000.00** to continue to provide environmental project management throughout the duration of the Project.

Task 6. Meetings

CONTRACTOR has exhausted the internal meeting line-item component of the meeting budget for this task and is \$8,000.00 over budget. CONTRACTOR has participated in many meetings, including biweekly meetings, which were not anticipated or included in the initial scope and the Agreement budget for the Project.

CONTRACTOR requests an additional **\$14,000.00** for the budget overage and to continue to actively participate in Project meetings through the duration of the Project.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$65,000.00**, for a total amount not to exceed **\$321,769.25** for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-1, Scope of Services/Payment Provisions. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement,

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of the work completed per task as outlined on the Contractor's monthly invoice.

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

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

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

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

| Denise Duffy & Associates, Inc. Budget Amendment dated 7/16/15 | | | | | | | | | | | | | | | | |
|---|-------|------------------------|---|--------------------------|-----------------------------|-----------------------------|----------------|----------|----------|----------|-----|-----|----------|-----------|---------------|--------------|
| CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT | | | | | | | | | | | | | | | | |
| Task Description | Rates | Senior Duty, Principal | Health Services, Senior Project Manager | Senior Planner/Scientist | Associate Planner/Scientist | Assistant Planner/Scientist | GIS Specialist | Graphics | Admin | SUB | SUB | SUB | Expenses | Admin Fee | Subtask Total | Task Total |
| | | \$215 | \$155 | \$145 | \$103 | \$92 | \$98 | \$75 | \$81 | SUB | SUB | SUB | | | | |
| 1.0 Project Initiation | | | | 40 | 38 | 20 | 40 | 12 | 10 | 5 | | | | | 20,000 | \$ 20,000 |
| 2.0 Prepare NEPA-Required Technical Studies | | | | 18 | 10 | 20 | 22 | 2 | 2 | | | | | | 8,023 | \$ 8,023 |
| 2.1 Natural Environment Study | | | | 10 | 10 | 10 | 10 | 1 | 1 | | | | | | 5,886 | |
| 2.2 Biological Assessment | | | | 10 | 10 | 10 | 10 | 1 | 1 | | | | | | 5,886 | |
| 2.3 New Task - River Quality Assessment Report | | | | 10 | 9 | 30 | 30 | 12 | 1 | | | | | | 9,891 | |
| 2.0 Preparation of the Combined CEQA/NEPA Document (no change) | | | | | | | | | | | | | | | \$ - | \$ - |
| 4.0 Regulatory Permitting (no change) | | | | | | | | | | | | | | | \$ - | \$ - |
| 5.0 Project Management | | | | 24 | 8 | 3 | 4 | 7 | 2 | 8 | | | | | 7,000 | \$ 7,000 |
| 6.0 Meetings | | | | 55 | 20 | | | 20 | 20 | 10 | | | | | 14,000 | \$ 14,000 |
| County San/Consistency Meetings | | | | \$ 23,055 | \$13,930 | \$ 9,064 | \$ 10,764 | \$ 3,430 | \$ 2,550 | \$ 2,106 | | | | | | \$ 69,000.00 |
| Total Budget | | | | | | | | | | | | | | | | |

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted monthly, shall identify the document or work product being delivered, include monthly progress reports, state the percentage of task completion, state the percentage of budget expended to date, and shall include the following:

1. Invoice Coversheet

Denise Duffy & Associates, Inc.

Carmel River Floodplain Restoration and Environmental Enhancement Project

Date: _____

Invoice No. _____

Original Agreement Term: July 29, 2014 – June 30, 2016

Original Agreement Amount: \$256,769.25

Amendment No. 1: \$65,000.00
Extension of Term to July 29, 2017

Table with 3 columns: Invoice Item, Amount, and Description. Includes items like Project Initiation, NEPA Required Technical Studies, Regulatory Permitting, and Project Management. Grand Total: \$65,000.00

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date
Melanie Beretti, RMA Service Manager

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

2. Invoice Detail

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

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
MONTEREY COUNTY
UNDER THE FLOOD CORRIDOR PROGRAM**

THIS AGREEMENT, made in quadruplicate and commencing this 13th day of June, 2014, is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State, or DWR), and Monterey County, (hereinafter called the Grantee) for the Carmel River Floodplain Restoration and Environmental Enhancement Project.

The State and the Grantee agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

This Agreement is made by and between the State and the Grantee to assist in financing a Flood Protection Project pursuant to the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq, Division 5, Chapter 1.699, Article 4), specifically Public Resources Code 5096.825.

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the Scope of Work and Budget, copies of which are incorporated herein by this reference and set forth in Exhibit B, Project Location, Exhibit C, Scope of Work, and Exhibit D, Budget, which describe tasks to be accomplished and costs associated with those tasks under this Agreement.

SECTION 2 TERM OF AGREEMENT

This Agreement shall remain in effect for four (4) years from the date of execution. The date of execution shall be the last date of the required signatures of the parties to the Agreement. Certain activities specified in this Agreement have a different term such as maintenance responsibilities of the grantee which continue in perpetuity and require annual reporting for five years after project completion.

SECTION 3 PROJECT COSTS

The Total Project Costs (identified in Exhibit D) are estimated to be \$16,137,800.

SECTION 4 STATE GRANT

Pursuant to the Disaster Preparedness and Flood Prevention Bond Act of 2006, and subject to the availability of funds, including any mandates from the Department of

Finance, the Pooled Money Investment Board, or any other State authority, the State will reimburse the Grantee, in accordance with the terms of this Agreement, an amount equal to the Grantee's eligible expenditures for this project not to exceed \$5,000,000.00, as the State Share, as identified in Exhibit D, Budget. The State will not make payments of any kind—advances or reimbursements—until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

SECTION 5 GRANTEE'S COST SHARE AMOUNT

The Grantee agrees to fund the difference, if any, between the actual Project Cost and the State Grant (Section 4). The total cost of the project will be paid for from a variety of sources including, the County cost of permitting and managing the project, the cost of the property, State and Federal Grants, and participation by the California Department of Transportation. The rate of payment of State grant funds expressed as a percentage share of the State Grant cannot exceed the rate of payment of expenses by the grantee expressed as a percentage of the grantee's share of project costs without prior State authorization. If the grant is cancelled for any reason, the Grantee's obligation to provide the required 10% local match remains in effect for all FCP funds expended to that point.

SECTION 6 INCORPORATION OF STANDARD TERMS AND GRANTEE COMMITMENTS

In addition to Exhibits B, C, and D, this agreement by this reference incorporates Exhibit A, Standard Terms and Exhibit E, Planned Maintenance Activities. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Grantee in the Application, documents, amendments and communications filed in support of its request for financing.

SECTION 7 METHOD OF PAYMENT

The Grantee shall submit invoices on a quarterly basis for non-capital costs and on an as-needed basis for capital costs, not to exceed one invoice per month. All payments will be made to the Grantee upon receipt of an original invoice by the State of California, Department of Water Resources, 3464 El Camino Avenue, Room 200, Sacramento, California 95821, to the attention of David Wright, Project Manager for the State. Invoices should include SAP contract number and work plan element identification.

The Grantee shall meet all conditions for disbursement of money under this Agreement, including the provisions of the Conditions for Disbursement which is located in Exhibit A.

Failure by Grantee to comply may, at the option of the State, result in termination of the Agreement.

SECTION 8 PROGRESS REPORTS AND STATEMENT OF COSTS

The Grantee shall submit quarterly progress reports, starting with the end of the first complete calendar quarter after date of execution, describing the status of the Project and containing a Statement of Costs to the State. The submittal and approval by the State of these reports is a requirement for continued disbursement of State Grant funds. Progress reports shall summarize the work completed during the reporting period, include a statement of progress toward completion compared to the Project schedule, and provide a comparison of costs to date compared to the approved scope of work and Project budget. Additionally, if the grantee is aware of any anticipated problems, obstacles, or issues that could affect the project budget, schedule, or scope of work, they should be discussed in the progress reports.

SECTION 9 FINAL REPORTS

Upon project completion or termination, the Grantee shall submit a Final Report describing project activities and a report of expenditures (Final Financial Report) for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within sixty (60) days of the project completion or termination. The Final Report shall describe the results of the project's activities, and include photographs of pre-project conditions and of the work completed. The Grantee shall also submit a Post-Completion Annual Report of Maintenance Activities annually for five years following completion of the project, with the first report due 12 months after the project completion date.

For any construction activity undertaken pursuant to and funded by this agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State with a copy of the final report of project expenditures required in the paragraph below. The Grantee shall keep on file, for the useful life of the project, as built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice.

The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.

SECTION 10 RELATIONSHIPS OF PARTIES

The Grantee, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the State. Grantee is solely responsible for planning, design, construction, maintenance, and operation of the

activity undertaken pursuant to and funded by this agreement. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Grantee's responsibility for its work.

SECTION 11 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible for complying with all applicable federal, State and local laws, rules or regulations affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations and ordinances.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with the California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this funding agreement.

Work that is subject to the California Environmental Quality Act (CEQA) and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

SECTION 12 GRANTEE'S RESPONSIBILITIES FOR WORK

The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

SECTION 13 PROJECT OFFICIALS AND NOTICES

The State's Program Manager shall be the Chief, Division of Flood Management, Department of Water Resources. The State's Program Manager shall be the State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Funding Agreement. The State's Program Manager may delegate any task to the State's Project Manager.

EXHIBIT B – SAP CONTRACT NO. 4600010665

SAP Contract No. 4600010665

The Project Manager for the State is David Wright.

The Grantee's Program Manager shall be Benny Young, Director Monterey County Resource Management Agency. The Grantee's Program Manager shall be the Grantee's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment of work performed under the Funding Agreement. The Grantee's Program Manager may delegate any task to the Grantee's Project Manager.

The Grantee Project Manager shall be John Ford, Management Analyst, Monterey County Resource Management Agency. The Grantee Project Manager shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

Either party may change its representative upon written notice to the other party. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing to the Project Manager.

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

David Wright, P.E., Senior Engineer, Water Resources
State of California
Department of Water Resources
Flood Corridor Program
3464 El Camino Avenue, Suite 200
Sacramento, CA 95821

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Benny Young, Director
Monterey County Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

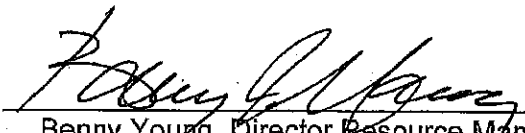
Notices may be sent by any of the following means: delivery in person, by certified U.S. Mail, postage prepaid, by "overnight" delivery service or, electronic transmission followed by submittal of a hard copy.

SECTION 14 MAINTENANCE OF PROPERTY IMPROVED

Grantee agrees to make provisions to insure that the property is used, managed, maintained, developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities are outlined in Exhibit E, Planned Maintenance Activities. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the property as discussed in Exhibit A, Standard Terms: Easements.

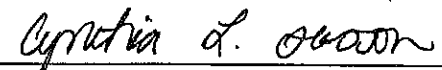
IN WITNESS HEREOF, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

MONTEREY COUNTY

By: 
Benny Young, Director Resource Management Agency

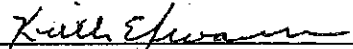
Date: 6/12/2014

Approved as to Legal Form and Sufficiency

By: 
Deputy County Counsel Cynthia L. Hasson

Date: 6-12-14

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By: 
Keith E. Swanson, Chief, Division of Flood Management

Date: 6/18/14

Approved as to Legal Form and Sufficiency

By: 
Robin E. Brewer, Assistant Chief Counsel

Date: 6-13-14

Attachments

List of Exhibits:

Exhibit A – Standard Terms

Exhibit B – Project Location

Exhibit C – Scope of Work

Exhibit D – Budget

Exhibit E – Planned Maintenance Activities

STANDARD TERMS

1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) Separate Accounting of State Grant Disbursements and Interest Records: The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee's funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) Disposition of Money Disbursed: All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) Remittance of Unexpended Funds: The Grantee, within a period of sixty (60) days from the final disbursement from the State to the Grantee of State Grant funds, shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not needed to pay Eligible Project Costs.
- d) Interim and Final Audits: The State reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit, at the State's expense.

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State for a period of five (5) years after project completion. All Grantee's records and those of the Grantee's subcontractors related to this Agreement shall be retained for at least five (5) years after Project completion.

2. **ACKNOWLEDGEMENT OF CREDIT:** The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project, erecting signs at the project site, or using any data and/or information developed under the Agreement.
3. **AMENDMENT:** This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in

any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.

4. **AMERICANS WITH DISABILITIES ACT:** By signing this Agreement, Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. **ANTITRUST CLAIMS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods, and services and construction of public works with funds provided by the State under this Agreement.
6. **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until has all required signatures have been obtained.
7. **AVAILABILITY OF FUNDS:** Work to be performed under this Agreement is subject to availability of funds through the State's normal budget process.
8. **CALIFORNIA CONSERVATION CORPS:** As required in Water Code Section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Scope of Work (Exhibit C), and shall use the services of one of these organizations whenever feasible.
9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Project Manager, Department of Water Resources, within thirty (30) days of the Grantee's knowledge of the claim. Project Manager and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.

11. CONDITIONS FOR DISBURSEMENT: The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with the requirements of the legislation creating the funding source for the grant funds. Before engaging in site modifications to be paid for from State funds, the Grantee must complete the following:

- a) For Construction Projects, the Grantee must submit to the State, final plans and specifications certified by a California Registered Civil Engineer or equivalent documentation as to compliance with the approved Project.
- b) The Grantee must submit a written statement by an authorized representative that it has obtained all necessary permits, easements, rights-of-way and approvals as may be required by other State, federal, and/or local agencies, as specified in Section 11 of this Agreement.
- c) The Grantee must demonstrate compliance with the California Environmental Quality Act and if applicable the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, legal notices and environmental permits as may be required prior to modifying the Project site.
- d) The Grantee must demonstrate continuing availability of sufficient funds to complete the Project.
- e) The Grantee shall develop, and submit for State approval, a plan to minimize the impacts to adjacent landowners (California Water Code Section 79041, Division 26, Chapter 5, Article 2.5). This plan may require completion of a hydrologic and hydraulic study, and if so the specifications will be included in Exhibit C, the project Scope of Work.

12. CONFLICT OF INTEREST:

- a) Current State Employees:
No state officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No state officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

- b) Former State Employees:

For the two year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the twelve-month period prior to his or her leaving state service.

c) City/County/Non Profit Employees:

No employee, officer, employer or agency of the City/County/Non Profit shall participate in the selection or in the award or administration of a contract supported by State Funds if a conflict of interest, real or apparent, would be involved. The City/County/Non Profit shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 et seq., PCC Sections 10365.5 et seq., PCC Sections 10410 et seq., and Government Code Sections 1090 et seq., and 8100 et seq.

13. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors or subcontractors for violations.
- b) Establish a Drug-Free Awareness Program to inform employees, contractors and subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. The Grantee's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors or subcontractors for drug abuse violations.
- c) Every employee, contractor and subcontractor who works under this Agreement:

1. Will receive a copy of the Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of the Grantee's statement as a condition of employment, contract or subcontract.
14. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to property already owned in fee by the Grantee using grant funds provided through this Agreement, or proposes that property be conserved as open space and such conserved property is used in determining the benefits score for the project, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. Any easement or other title restriction applied to any portion of the project area as part of the project must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to new easement owner.
- Failure to provide an easement acceptable to the State can result in termination of this Agreement.
15. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State Grant funds received only to eligible project costs, as identified in Exhibit D - Budget.
16. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
18. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the

Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the State.

19. **INSPECTIONS OF BOOKS, RECORDS AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests as provided in the Funding Agreement.
20. **LABOR COMPLIANCE PLAN:** Prior to awarding a contract for public works projects funded in whole or in part from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, or any other source of funding so requiring, the Grantee shall comply with Public Resources Code Section 75075, which requires adoption and enforcement of a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to the funded public works project. At the State's request, Grantee must promptly submit written evidence of its compliance with Labor Compliance Program requirements.
21. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee, its contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

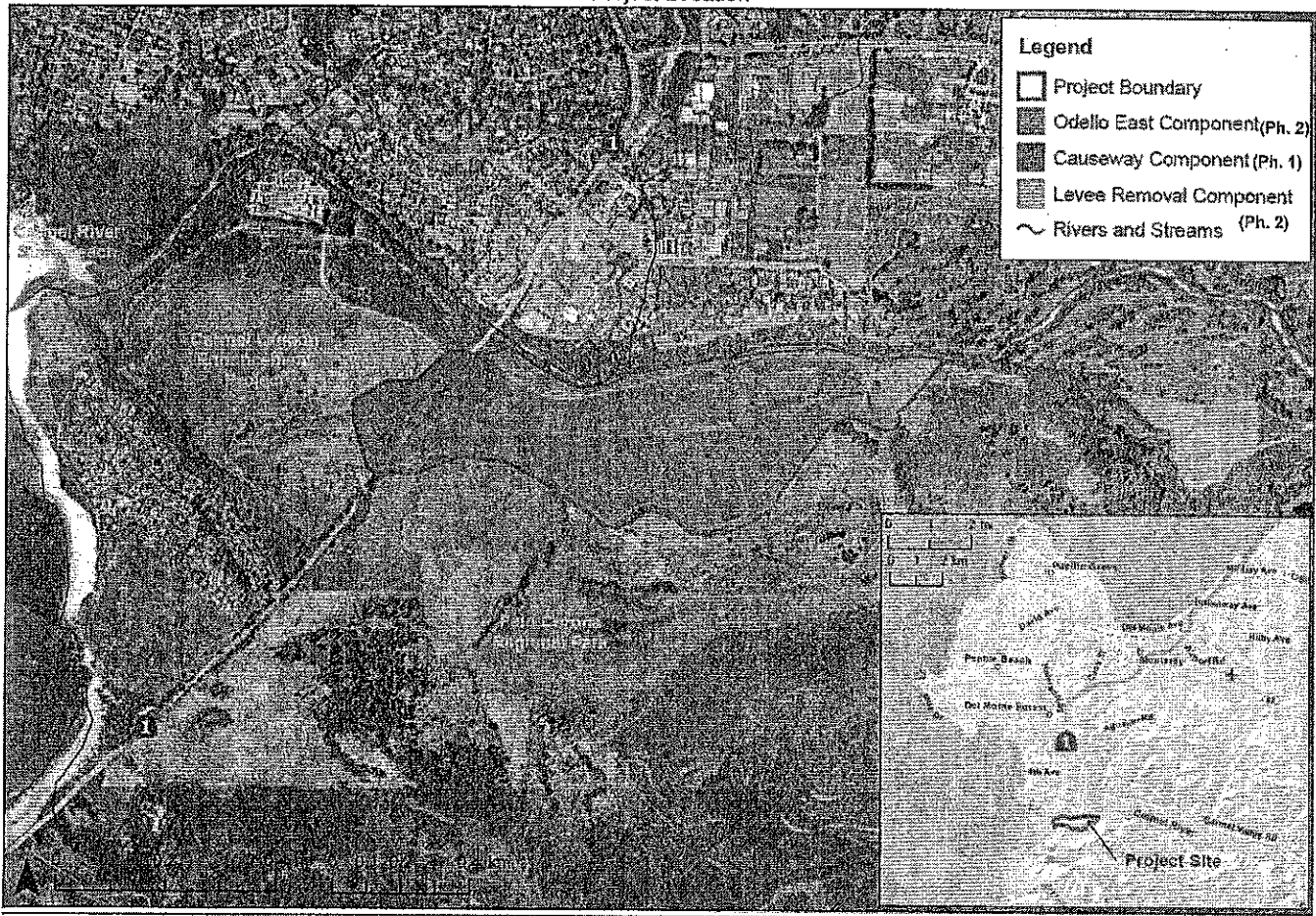
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

22. **PROHIBITION AGAINST DISPOSAL OF PROPERTY WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State, up to the value of the State funds disbursed to the Grantee for improvements to the property under this Agreement.
23. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.
24. **SEVERABILITY:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
25. **SUCCESSOR AND ASSIGNS:** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
26. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
27. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided including but not limited to reasons of default under Standard Term 28 – Termination By Grantee.
28. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date. If the grant is cancelled, the Grantee obligation to provide the required 10% local funding remains in effect

for all Flood Corridor Program funds expended to that point.

29. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
30. **TIMELINESS:** Time is of the essence in this Agreement.
31. **WITHHOLDING OF GRANT FUNDS BY STATE:**
- a) **Withholding Clause:** The State, at its discretion, may withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until applicable milestones are completed or until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in Exhibit C, the project Scope of Work.
 - b) **Additional Conditions for Withholding:** If the State determines that the Project is not being completed substantially in accordance with the provisions of this Agreement or that the Grantee has failed in any other respect to comply substantially with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State Grant commitment and take any other action that it deems necessary to protect its interests.
32. **WORKERS' COMPENSATION:** The Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

Carmel River Floodplain Restoration and Environmental Enhancement Project
Project Location



SCOPE OF WORK**MONTEREY COUNTY**
Carmel River Floodplain Restoration and
Environmental Enhancement Project**I. Project Goals and Objectives**

The Carmel River Floodplain Restoration and Environmental Enhancement Project (Project) is a multi-objective project that combines flood protection, wildlife corridor and habitat enhancement, agricultural land protection, storm water detention, and public recreation on a 130-acre site in the lower Carmel River floodplain.

Project Objectives

- A. **Reduce Flood Flows in Urban Areas:** County Services Area 50 (CSA-50) is a developed area located along the north side of the lower Carmel River and includes the highest number of repetitive loss properties in Monterey County. Of the 147 acres of developed land in CSA-50, approximately 105 acres flood during the 50-year flood event and all 147 acres flood during the 100-year event. The Project will reconnect the historic floodplain on the south side of the River, by removal of levees and excavation of material in the floodplain. This expanded floodplain will receive the floodwaters moving water away from the developed areas of the floodplain and reduce the water surface elevations by an estimated 0.5-1.0 foot during a 100-year storm event. This is expected to reduce potential liabilities for flood damage costs for up to 50 repetitive loss structures in Monterey County and reduce the number of structures needing coverage under the federal Flood Insurance Program.
- B. **Increase Riparian and Wetland Habitat:** The Project will restore approximately 90 acres of riparian and wetland habitat in the historic floodplain, providing increased habitat acreage for sensitive species including steelhead trout, California red-legged frog, and western pond turtle, as well as six additional state species of concern. The project will provide increased quantity and quality of breeding and/or foraging habitat for 27 avian species that have been identified by one or more bird conservation plans as species of concern.
- C. **Provide Habitat Connection Across the Floodplain:** The Project includes a flood conveyance by-pass or causeway under Highway 1. This causeway will be sized such that large animals can migrate between the open space area connecting to the Carmel Lagoon on the west with the recreated wetlands on the east side of Highway 1. This will provide a connection under Highway 1 for wildlife species utilizing over 25,000 acres of protected habitat areas in the immediate project vicinity.
- D. **Protect Agricultural Land from Flooding:** The Project will establish a permanent 36-acre organic farm above the level of the 100-year floodplain. The material removed

from the reconstituted floodplain will be used to fill the farm land to the south. The resulting farm land would then not be subject to inundation in a flood event.

- E. Improve Water Quality: The Project will provide additional filtration for sediment and nutrients through the creation of a functioning floodplain and associated riparian habitat and wetlands, resulting in improved water quality in the surface and groundwater flows entering the Carmel River Lagoon, the Carmel Bay (State-designated Area of Special Biological Significance, Marine Protected Area, and Critical Coastal Area) and the Monterey Bay National Marine Sanctuary.
- F. Recharge Groundwater and Base Flows to the Carmel River: The Project will address one of the watershed's most critical environmental concerns - very low or no flow in the Lower Carmel River and Carmel Lagoon during the dry season. The restored floodplain will expose storm water to a greater surface area which will provide for a greater degree of water infiltration to the aquifer. Groundwater monitoring wells established on the project site in 2009 documented that groundwater recharge from the Carmel River establishes a base level in the aquifer underlying the Project site. Sedimentary interbedding on the floodplain provide additional capacity for infiltration and recharge to the aquifer above this base level. Due to these conditions, opportunities exist on the parcel to enhance groundwater recharge.
- G. Public Trails and Recreation: The Project will include a public trail along the southern edge of the farm field and will link to over 5000 acres of public land (Palo Corona Regional Park) immediately adjacent to the project site.

II. Project Description

The project consists of two interrelated phases. Each phase is an integral component of the overall project, but they are differentiated because each has a set of constraints which may result in one phase moving along faster than the other phase. The phases are described as follows:

Phase One – Causeway

Phase One includes reconstruction of Highway 1 south of the Carmel River Bridge in including a 520-foot long flood by-pass or conveyance causeway under State Route 1 and contouring the embankments along the Highway consistent with current California Department of Transportation standards. The causeway will allow floodwaters from the Carmel River to flow into the south branch of the Carmel River channel which was dammed with installation of State Route 1. Excess material taken from the road bed for the causeway will be placed in the "fill" area for the agricultural preserve.

Phase Two – Levee Removal, Agricultural Preserve, Restoration of Floodplain Habitat

Phase Two will include: removal of approximately 2,400 linear feet of the levee along the south side of the Carmel River, grading of approximately 55 acres of existing farmland to create restored floodplain habitat and filling approximately 36 acres of land to create an agricultural preserve above the 100-year floodplain. The grading on the existing 55 acres of farmland area will result in 36 acres of farmland above the 100 year floodplain, and 19 acres

of land restored to floodplain. The floodplain restoration grading will be designed for the re-establishment of riparian vegetation and grading for a public trail. The soil excavated from the levee removal and floodplain restoration will be used to fill the new agricultural preserve area. The ability to retain fill material on site will result in significant cost savings. Upon completion of grading, the restored floodplain will be planted with native species and invasive species control will occur as part of the restoration plan.

III. Tasks and Deliverables

Subtasks in bold indicate project elements funded under this Agreement.

Task 1: Administration

Subtask 1.1 Quarterly Progress Reports

Progress reports will be submitted to DWR on a quarterly basis in accordance with Section 8 of this Agreement.

- Deliverable: Quarterly Progress Reports

Subtask 1.2 Final Report

The final report will be submitted in accordance with Section 9 of this Agreement. It will include a description of results of project activities, as well as photographs of pre-project conditions and work completed.

- Deliverable: Final Report

Subtask 1.3 Written Certification by California Registered Civil Engineer

Per Section 9 of this Agreement, the completed construction will be inspected and written certification of conformance with final approved contract documents, including project plans and specifications will be provided by a registered Civil Engineer.

- Deliverable: Wet-stamped certification by a registered Civil Engineer on final record drawings and appropriate contract documents.

Subtask 1.4 Final Financial Report

The final financial report will be submitted in accordance with Section 9 of this Agreement. It will be submitted concurrently with the final report.

- Deliverable: Final Financial Report

Subtask 1.5 Post Completion Reports

This subtask includes the delivery of an annual report of maintenance activities on an annual basis in accordance with Section 9 of this Agreement and Exhibit E: Planned Maintenance Activities.

- Deliverable: Annual Maintenance Summary Report

Task 2: Design

Subtask 2.1 Causeway Design

This subtask includes work associated with advancing the design of the causeway. This work includes updates to the Hydrologic and Hydraulic Study.

- Deliverable: Updated Hydrologic and Hydraulic Study

Subtask 2.2 Project Study Report for Caltrans

Subtask 2.3 Restoration Plan

A restoration plan including planting ratios, success criteria for monitoring, and a monitoring plan will be developed as part of this subtask.

- Deliverable: Final Restoration Plan

Subtask 2.4 Finalize Plans

Subtask 2.5 Prepare Stormwater Pollution Prevention Plan (SWPPP)

This subtask includes preparation of a Storm Water Pollution Prevention Program in accordance with State and Federal requirements to protect water quality during construction and implementation of the project.

- Deliverable: SWPPP

Subtask 2.6 Construction Staking, Management, and Testing

This subtask includes construction staking services performed under the direction of a licensed Land Surveyor, project management, and soils testing.

- Deliverable: Completed Highway 1 Plans, Restoration Plans, and SWPPP.

Task 3: Property Acquisition

Subtask 3.1 Acquisition of Easements for construction of Causeway.

Subtask 3.2 Property Tenure/Acquisition

- Deliverables: Phase 1: Construction Easements, Phase 2: Property Title.

Task 4: Permitting and Environmental Review

Subtask 4.1 Preparation and Public Review of Negative Declaration

A subsequent Initial Study and Mitigated Negative Declaration/Environmental Assessment or Finding of No Significant Impact will be prepared to address the work within the Caltrans Right of Way. The County of Monterey will function as Lead agency for the CEQA document and Caltrans will coordinate the NEPA document.

- Deliverable: Mitigated Negative Declaration and public comment letters

Subtask 4.2 Coastal Development Permit from California Coastal Commission

- Deliverable: Coastal Development Permit

Subtask 4.3 Encroachment Permit

- Deliverable: Encroachment Permit from California Department of Transportation

Subtask 4.4 Section 401 National Pollutant Discharge Elimination Systems (NPDES) Permit

- Deliverable: Section 401 NPDES Permit from Central Coast Regional Water Quality Control Board

Subtask 4.5 Section 404 Permit

- Deliverable: Clean Water Act Section 404 Permit

Subtask 4.6 Streambed Alteration Agreement

- Deliverable: Section 1603 Streambed Alteration Agreement from California Department of Fish and Wildlife

Subtask 4.7 Section 4(f) Compliance with US Department of Transportation

- Deliverable: Documentation of compliance.

Task 5: Project Implementation

Subtask 5.1: Project Administration

This subtask includes cost associated with administration of the project implementation and grant administration, including staff labor and project-related overhead costs. In addition, a Plan to Minimize Impacts to Adjacent Landowners will be drafted and submitted to the satisfaction of DWR in accordance with Water Code Section 79041.

- Deliverable: Invoices, Labor charges, overhead costs, receipts, and backup documentation.
- Deliverable: Plan to Minimize Impacts to Adjacent Landowners

Subtask 5.2: Contractor Procurement

5.2.1: Bidding Period

- Send out Request for Proposals
- Pre-bid meeting
- Answer questions from prospective contractors

5.2.2 Bid opening and contract award

- Receive Proposals and bids

- Evaluate proposals
- Negotiate final contract

5.2.3 Notice to proceed

- Issue notice to proceed

Subtask 5.3: Construction Activities

- Deliverables: Project status reports

5.3.1 Existing Utility Removal and Replacement

This task involves the removal and temporary relocation of existing overhead utilities along Highway 1. The utilities along Highway 1 will be installed underground as part of the causeway improvements.

5.3.2 Temporary Detour Construction

This subtask includes construction of a temporary detour on east side of State Route 1.

5.3.3 Embankment Removal and Causeway Construction

Remove and replace existing State Route 1 to include new slope embankments and a new 520-foot long causeway under State Route 1. Remove temporary detour and restore topography.

5.3.4 Utility removal Along Existing Levee

This task involves the removal and relocation of existing overhead utilities along the Levee along the south side of the Carmel River. The utilities along Highway 1 will be installed underground as part of the causeway improvements.

5.3.5 Levee and Debris Removal

Removal of approximately 2,400 feet of existing levee and debris along the south side of the Carmel River and placement of fill in an area designated to be organic farmland elevated out of the floodplain.

5.3.6 Initial Grading

This subtask includes the grading and re-contouring of the east edge of the Odello property to allow flood flows to access the floodplain via the south bank of the Carmel River.

5.3.7 Finish Grading

This subtask includes activities to restore area within restored floodplain to support a riparian environment and creation of agricultural preserve area outside of the floodplain. It includes top soil installation.

5.3.8 Planting of Vegetation (Seeding)

This subtask includes planting of vegetation in the floodplain area. Application methods include hydro seeding.

5.3.9 Construction Biological Monitoring

This subtask includes the biologist being on site to conduct pre-construction surveys, and ongoing site monitoring as required by the Mitigation Measures contained in the CEQA/NEPA document. The Biologist will provide reports of their findings and recommendations in the event that unexpected biological resources are potentially impacted.

5.3.10 Storm Water Pollution Prevention Program

This subtask includes implementation of a Storm Water Pollution Prevention Program to protect water quality during construction and during implementation of the project.

Subtask 5.4 Notice of Completion

Task 6: Construction Implementation

Subtask 6.1 As-Built Engineering Documentation

- Deliverable: As-Built Engineering Documentation (Plans and Specifications)

Subtask 6.2 Post Construction Mitigation Monitoring

Maintenance and monitoring will be conducted in accordance with Section 9 of this Agreement and Exhibit E: Planned maintenance activities.

- Deliverable: Annual Maintenance Summary Report

EXHIBIT B – SAP CONTRACT NO. 4600010665

EXHIBIT C
SAP Contract No. 4600010665

| Task | 2014 | | | | 2015 | | | | 2016 | | | | 2017 | | | | 2018 | | | | | | | | | | | | | |
|--|------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J |
| 5.1 Project Administration | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.2 Contractor Procurement | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.2.1 Bidding Period | | | | | | | | | X | X | | | | | | | | | | | | | | | | | | | | |
| 5.2.2 Bid opening and contract award | | | | | | | | | X | | | | | | | | | | | | | | | | | | | | | |
| 5.2.3 Notice to proceed | | | | | | | | | X | | | | | | | | | | | | | | | | | | | | | |
| 5.3 Construction Activities | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.3.1 Existing Utility Removal and Replacement | | | | | | | | | X | X | | | | | | | | | | | | | | | | | | | | |
| 5.3.2 Temporary Detour Construction | | | | | | | | | X | X | X | | | | | | | | | | | | | | | | | | | |
| 5.3.3 Embankment Removal and Causeway Construction | | | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.3.4 Utility Removal Along Existing Levee | | | | | | | | | X | X | | | | | | | | | | | | | | | | | | | | |
| 5.3.5 Levee Removal | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.3.6 Initial Grading | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.3.7 Finish Grading | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.3.8 Planting | | | | | | | | | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.3.9 Construction Biological Monitoring | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | X |
| 5.3.10 SWPPP Implementation | | | | | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.4 Notice of Completion | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X |
| 6.1 As-Built Engineering Documentation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X |
| 6.2 Post Construction Mitigation Monitoring | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X |

V. Benefits

Flood Benefits

The Lower Carmel River Floodplain Restoration and Enhancement Project will be completed on the 130-acre historic floodplain located just upstream of the Carmel River Lagoon and east of Highway One on land known as the Odello fields. The land is part of the historic floodplain along the Carmel River but has not been available for a typical flooding regime for almost 100 years due to agricultural production on the land. In the early 1900s, earthen levees were built on the south side of the river by the farmer-landowner to constrain the river and the entire expanse of wetlands and riparian forest surrounding the Carmel River Lagoon and Odello East was put into agricultural production for artichokes. Downstream of the present day Highway One, the levee and agricultural production narrowed the riparian forest and wetlands on the south side of the river for nearly ½-mile at their widest to a narrow strip along the river. Upstream of Highway One, the riparian forest on the south side of the main stem was reduced from a maximum of about 1400 feet wide to a narrow strip.

The levees kept flood events out of the fields except during larger flows (10-year storms and larger), which spread into the floodplain and caused damages to residential and commercial properties. The existing levees are not adequate to hold the 1% annual chance flood.¹ The construction of Highway One in the early 1930s further diminished the ecological condition of the entire coastal ecosystem by placing a physical barrier between the Carmel River Lagoon and the larger floodplain thereby preventing hydrologic connectivity across the floodplain. Highway One created a north-south barrier to flood flows as well, resulting in flood waters flowing to the north side of the river, which affects areas such as Mission Fields, the Crossroads Shopping Center and Rio Road/Val Verde Road. Today the lower Carmel River is confined by levees on both sides, beginning near the river's mouth and running 1.2 miles upstream.² Recent major floods include January and March 1995 events and the February 1998 event. These events resulted in approximately \$10,520,000 (2009 dollars) in damages and affected 220 residences and the Highway One Bridge over the river had to be completely replaced.

The project focuses on restoring a more frequent flooding regimen to 90-acres of the Odello East property and provides a flood conveyance by-pass or causeway to both reconnect the west and east sides of the floodplain hydrologically and for habitat connectivity and wildlife movement. The remaining 36 acres of the Odello property will be retained as an agricultural preserve with an organic farming operation and native plant nursery with public access. The ecological goals of the project are to restore connectivity, increase riparian and wetland habitat and natural ecological function to a critical section of the Carmel River watershed. The flood benefit goal of the project is to reduce flood damages to the north overbank areas which historically have sustained damages and are repetitive loss properties.

The project is subsequent to a series of habitat conservation and restoration activities occurring in the lower floodplain and lagoon since the 1990s including the Carmel River Lagoon Riparian

¹Monterey County Water Resources Agency. Monterey County Flood Management Plan, pp. 20. Update 2008. Prepared for Monterey County.

²Balance Hydrologics, Inc., 2007. Design Alternatives Analysis for Floodplain Restoration at the Odello Property.

Restoration Project completed in 2000 and the Carmel River Lagoon South Arm Restoration Project completed in 2004. Both of these projects were completed by California State Parks in partnership with the State Department of Transportation and the Big Sur Land Trust. Partners in this Project include California State Parks, Coastal Conservancy, Monterey County Water Resources Agency, Monterey County Public Works, Monterey Peninsula Water Management District and the Big Sur Land Trust.

Wildlife and/or Agricultural Benefits

The key wildlife objectives associated with this project are to restore important habitat for several wildlife species by establishing the type of vegetation typical of river corridor environments and to provide a more dense and diverse riparian corridor. This would create important habitat for sensitive species including California red-legged frogs and western pond turtles. In addition the project will increase flow conveyance and habitat connectivity between the project site and the Carmel River Lagoon benefiting habitat for the south/central California Coast Steelhead.

The project will also maintain an active organic agricultural operation on a portion of the Project site in order to preserve historically important agricultural operations.

EXHIBIT B – SAP CONTRACT NO. 4600010665

EXHIBIT D
SAP Contract No. 4600010665

BUDGET

MONTEREY COUNTY

CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT

| Task | DWR Funds (Phase 1) | DWR Funds (Phase 2) | DWR Funds (Total) | Monterey County Funds | Other Grant Funds | Total |
|---|------------------------|------------------------|----------------------|--------------------------|----------------------|-------------|
| 1 Administration | \$2,500 | \$2,500 | \$5,000 | | | \$5,000 |
| 1.1 Quarterly Progress Reports | \$1,000 | \$1,000 | \$2,000 | | | \$2,000 |
| 1.2 Final Report | \$750 | \$750 | \$1,500 | | | \$1,500 |
| 1.3 Written Certification | \$250 | \$250 | \$500 | | | \$500 |
| 1.4 Final Financial Report | \$250 | \$250 | \$500 | | | \$500 |
| 1.5 Post-Completion Reports | \$250 | \$250 | \$500 | | | \$500 |
| 2 Design | \$247,200 | \$225,000 | \$472,200 | | \$1,827,800 | \$2,300,000 |
| 2.1 Causeway Design | | | | | \$1,000,000 | \$1,000,000 |
| 2.2 Project Study Report | | | | | | |
| 2.3 Restoration Plan | | \$200,000 | \$200,000 | | | \$200,000 |
| 2.4 Finalize Plans | | | | | | |
| 2.5 SWPPP Preparation | \$25,000 | \$25,000 | \$50,000 | | \$100,000 | \$150,000 |
| 2.6 Construction Staking, Management, and Testing | \$222,200 | | \$222,200 | | \$727,800 | \$950,000 |

EXHIBIT B - SAP CONTRACT NO. 4600010665

EXHIBIT D
SAP Contract No. 4600010665

| Task | DWR Funds (Phase 1) | DWR Funds (Phase 2) | DWR Funds (Total) | Monterey County Funds | Other Grant Funds | Total |
|---|---------------------|---------------------|-------------------|-----------------------|-------------------|--------------|
| 3 - Property Acquisition | | | | \$1,810,000 | | \$1,810,000 |
| 3.1 Acquisition of Easements | | | | | | |
| 3.2 Property Tenure | | | | \$1,810,000 | | \$1,810,000 |
| 4 - Permitting and Environmental Review | \$157,800 | \$100,000 | \$257,800 | | | \$257,800 |
| 4.1 Preparation and Public Review of Negative Declaration | \$137,800 | \$95,000 | \$232,800 | | | \$232,800 |
| 4.2 Coastal Development Permit | \$5,000 | | \$5,000 | | | \$5,000 |
| 4.3 Encroachment Permit | \$5,000 | | \$5,000 | | | \$5,000 |
| 4.4 Section 401 (NPDES) Permit | \$5,000 | | \$5,000 | | | \$5,000 |
| 4.5 Section 404 Permit | \$5,000 | | \$5,000 | | | \$5,000 |
| 4.6 Streambed Alteration Agreement | | \$5,000 | \$5,000 | | | \$5,000 |
| 4.7 Section 4(f) Compliance with State Parks | | | | | | |
| 5 - Project Implementation | \$2,092,500 | \$2,152,500 | \$4,245,000 | | \$7,370,000 | \$11,615,000 |
| 5.1 Project Administration | \$25,000 | \$25,000 | \$50,000 | | \$190,000 | 240,000 |
| 5.2 Contractor Procurement | | | | | | |
| 5.2.1 Bidding Period | | | | | | |
| 5.2.2 Bid opening and contract award | | | | | | |
| 5.2.3 Notice to proceed | | | | | | |

EXHIBIT B – SAP CONTRACT NO. 4600010665

EXHIBIT D
SAP Contract No. 4600010665

| Task | DWR Funds (Phase 1) | DWR Funds (Phase 2) | DWR Funds (Total) | Monterey County Funds | Other Grant Funds | Total |
|--|------------------------|------------------------|----------------------|--------------------------|----------------------|---------------------|
| 5.3 Construction Activities | | | | | | |
| 5.3.1 Existing Utility Removal and Replacement | \$500,000 | | \$500,000 | | \$100,000 | \$600,000 |
| 5.3.2 Temporary Detour Construction | \$500,000 | | \$500,000 | | \$250,000 | \$750,000 |
| 5.3.3 Embankment Removal and Causeway Construction | \$1,042,500 | \$377,500 | \$1,420,000 | | \$6,530,000 | \$7,950,000 |
| 5.3.4 Utility Removal Along Existing Levee | | \$125,000 | \$125,000 | | | \$125,000 |
| 5.3.5 Levee and Debris Removal | | \$200,000 | \$200,000 | | \$30,000 | \$230,000 |
| 5.3.6 Initial Grading | | \$600,000 | \$600,000 | | \$40,000 | \$640,000 |
| 5.3.7 Finish Grading | | \$300,000 | \$300,000 | | \$30,000 | \$330,000 |
| 5.3.8 Planting of Vegetation (Seeding) | | \$300,000 | \$300,000 | | | \$300,000 |
| 5.3.9 Construction Biological Monitoring | | \$200,000 | \$200,000 | | \$100,000 | \$300,000 |
| 5.3.10 SWPPP Implementation | \$25,000 | \$25,000 | \$50,000 | | \$100,000 | \$150,000 |
| 5.4 Notice of Completion | | | | | | |
| 6 Construction Implementation | | \$20,000 | \$20,000 | | \$130,000 | \$150,000 |
| 6.1 As-Built Engineering Documentation | | | | | | |
| 6.2 Post Construction Mitigation Monitoring | | \$20,000 | \$20,000 | | \$130,000 | 150,000 |
| Total | \$2,500,000 | \$2,500,000 | \$5,000,000 | \$1,810,000 | \$9,327,000 | \$16,137,000 |

1. \$500,000 used as 10% local match for DWR Grant.

PLANNED MAINTENANCE ACTIVITIES

COUNTY OF MONTEREY
CARMEL RIVER FLOODPLAIN RESTORATION AND
ENVIRONMENTAL ENHANCEMENT PROJECT

Facilities to be Maintained

Causeway – A roadway structure will be constructed on State Highway 1 that will be elevated over the Carmel Lagoon to provide for water to flow under. The structure will be approximately 520 feet in length and will consist of two 12 foot wide travel lanes and 8 foot wide shoulders.

Levee Removal/Enhancement Area – The Enhancement Area, after the levee is removed, will consist of areas planted with native plants and maintained with irrigation for the first three years as needed. The Enhancement Area will also be designed for self-recruitment of native plants and shrubs with inundation by annual flood flows. The objective of the grading and planting will be to create a natural floodplain environment that does not require ongoing management of either vegetation or sedimentation.

Maintenance Goals

Maintenance activities will be based on the preservation of land, protection of wildlife habitat and maintaining transitory storage capacity for reducing flood risk, consistent with the purposes of the Flood Corridor Program.

Maintenance Framework

The Causeway Project is to be located on State Route 1, will be constructed by the County of Monterey, but will be a Caltrans facility after construction. As such, it will be owned and maintained by Caltrans as part of the state highway system. The County of Monterey and Caltrans will enter into a Cooperative Agreement prior to construction that will provide for maintenance.

The Levee Removal/Enhancement Area Project will be constructed/installed by the County of Monterey. The agricultural preserve will be owned and maintained by the Big Sur Land Trust after construction while the floodplain area will be dedicated to the County of Monterey.

Maintenance of Restoration Area

Maintenance activities will be performed in accordance with the following descriptions:

The Enhancement Area will be documented as to type, location and number of native plants and shrubs installed in each planting area via flagging system and planting plan. Primary maintenance will be to conduct weeding and/or mowing for Years 1-3 along with maintaining irrigation to each planting area and plant. The planting area will be checked as needed for irrigation, plant condition, target planting density, and considerations for target roughness values (i.e., Manning's n) for floodwater conveyance, if applicable. Plant replacement or thinning will be

determined based on likelihood of failure and condition of plants, native and invasive nonnative plant recruitment and, if applicable (i.e., if the floodplain hydrologic and hydraulic modeling indicate a need for continued maintenance of the channel to keep roughness sufficiently low), maintenance of floodwater conveyance capacity. Replacement plants will be noted in planting plan as needed. The ongoing collection of litter on the site will be accomplished under the same programs for all County owned and maintained property.

Maintaining Agency

Causeway - Caltrans
Enhancement Area – Big Sur Land Trust

Maintenance Funding

Causeway – State Highway Funding
Enhancement Area – Stewardship funds from Big Sur Land Trust

Maintenance Reporting

The County of Monterey will submit an Annual Report of Maintenance Activities for the Causeway Project and the Levee Removal/Enhancement Area Project to the Department of Water Resources for a period of 5 years following the completion the project. The cooperative agreements with Caltrans and the Big Sur Land trust will require that those entities submit reporting information to the County of Monterey as required to complete the Annual Reports. The Annual Reports will include photos and will describe the maintenance inspections and activities performed during the year and any outstanding maintenance items.

Long Term Maintenance Plan

Causeway – Caltrans will be responsible for the long term maintenance of the Causeway as part of their maintenance responsibilities for the State highway system.

Levee Removal/Enhancement Area - The Big Sur Land Trust will incorporate the maintenance of the Restoration Area into its annual stewardship program for all properties in ownership by the Big Sur Land Trust. Annual activities for land stewardship include non-native plant species management, irrigation management if appropriate, plant condition assessment and replacement, and volunteer stewardship crews. BSLT Land Stewardship staff will oversee the long term maintenance of the Restoration Area.

EXHIBIT C – MONTEREY COUNTY DRUG-FREE WORKPLACE POLICY

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Resolution No. 91-384 ---)
Establishing the "Monterey)
County Drug-Free Workplace)
Policy".....)

WHEREAS, the County of Monterey is desirous of providing and maintaining a safe workplace for all its employees; and

WHEREAS, the County of Monterey desires to protect the health, safety and well-being of employees and of the public,

BE IT RESOLVED THAT, the County does hereby establish the following policy for all its employees and volunteers, which shall be known as the "Monterey County Drug-Free Workplace Policy."

POLICY

1. The unlawful manufacture, sale or distribution, dispensing, possession, use or being under the influence of a controlled substance is prohibited while on County property, at a County location, or while on duty as a County employee or volunteer.
2. In the case of any County employee or volunteer found to have violated any of the prohibitions contained in Section 1, appropriate disciplinary action consistent with any applicable collective bargaining agreement covering that employee and/or consistent with the current Monterey County Personnel Resolution, as amended, will be taken.
3. In addition to compliance with Section 1 of this policy, any County employee or volunteer engaged in the performance of duties or services pursuant to a federal grant or contract must as a condition of employment, notify the appointing authority (or his/her designee) of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. If the violation occurred at a work site where work is/was being done in connection with a specific federal grant or contract, the appointing authority shall inform the grant administrator and the granting agency within ten (10) days of such notification.
4. If any appointing authority (or his/her designee) becomes aware of any criminal drug statute conviction for a violation occurring in the workplace through some means other than Section 3 of this policy, and if the violation occurred at a work site where work is/was being done with a specific federal grant or contract, the appointing authority (or his/her designee) shall inform the granting agency within ten (10) days.
5. If the appointing authority (or his/her designee) becomes aware of any criminal drug statute conviction for a violation occurring in the workplace, it will take appropriate disciplinary

EXHIBIT C - MONTEREY COUNTY DRUG-FREE WORKPLACE POLICY

action against such employee, up to and including termination, as provided for in any applicable collective bargaining agreement covering the employee and/or the Monterey County Personnel Resolution, as amended and/or will require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

6. In order to assure employee drug-free awareness and policy, the County shall provide the following program for all County employees and volunteers: distribution to each County employee and volunteer of (1) a brochure on the dangers of drug abuse; (2) distribution to all County employees and volunteers of a copy of this policy, and (3) dissemination of information regarding the County Employee Assistance program, in order to provide counseling and/or referral for extended counseling and/or treatment of drug-related problems. In addition, copies of applicable Monterey County collective bargaining agreements and of the current Monterey County Personnel Resolution, as amended, shall be available at each department work site for County employee and volunteer review.
7. The County will make good faith efforts to continue to maintain a drug-free workplace as described above.

PASSED AND ADOPTED on this 23rd day of July, 1991, upon motion of Supervisor Del Piero, seconded by Supervisor Strasser Kauffman, by the following vote, to-wit:

AYES: Supervisors Del Piero, Shipnuck, Perkins, Karas & Strasser Kauffman.

NOES: None.

ABSENT: None.

I, ERNEST K. MORISHITA, 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 at page _____ of Minute Book 65, on July 23, 1991
Date July 23, 1991

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

By *Ernest K. Morishita*

Deputy

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
6/23/2015

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

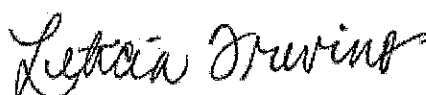
| | | | |
|---|--|------------------------------------|---------------|
| PRODUCER SelectSolutions Insurance Services, LLC License# 0127711 1350 Carlbak Avenue Walnut Creek, CA 94596 | CONTACT NAME: Jackie Riola | | |
| | PHONE (A/C, No, Ext): 714-361-7700 | FAX (A/C, No): 714-361-7701 | |
| EMAIL ADDRESS: JackieR@heffins.com | | | |
| INSURED Denise Duffy & Associates, Inc. 947 Cass St., Ste 5 Monterey, CA 93940 | 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: | | |

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 | | OB3916991203 | 09/01/14 | 09/01/15 | 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 |
| GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | X | | OB3916991203 | 09/01/14 | 09/01/15 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | OB3916991203 | 09/01/14 | 09/01/15 | EACH OCCURRENCE | \$1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$1,000,000 |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input type="checkbox"/> | N/A | WZ3916990603 | 09/01/14 | 09/01/15 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS | <input type="checkbox"/> 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 | 11/05/14 | 11/05/15 | Per Claim Aggregate | \$2,000,000 \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Projects as on file with the insured. County of Monterey Contracts & Purchasing Division, The County of Monterey, Its Officers, Agents and Employees are an Additional Insureds(Primary) on General Liability and Additional Insured on Automobile Liability policies if required by written contract per attached endorsements.

| | |
|---|---|
| CERTIFICATE HOLDER County of Monterey Contracts & Purchasing Division 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  |

ACORD 25 (2010/05)

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Policy Number: OB3916991203

Insured: DENISE DUFFY & ASSOCIATES,
INC.

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, Bulder'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".

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

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

Rec'd 12/13/15

ORDER DATE 11-20-2015

DO 3000 0000010375 New

IMPORTANT

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

VENDOR
DENISE DUFFY & ASSOCIATES
947 Cass Street Ste 5
Monterey CA 93940

SHIP TO

BILL TO
RMA FINANCE
168 W ALISAL STREET
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV000001806

DELIVERY DATE:

F.O.B.:

| ITEM | QUANTITY | UNIT | COMMODITY CODE | ITEM DESCRIPTION | UNIT PRICE | SALES TAX | EXTENDED PRICE |
|------|----------|------|----------------|---|------------|-----------|----------------|
| 1 | 0.0 | | 91843 | PURCH DESC: THIS PURCHASE ORDER IS ISSUED TO EXTEND THE TERM OF AGREEMENT PER ****AMENDMENT NO. 1.***** THIS IS TO PROVIDE ENVIRONMENTAL DOCUMENTATION, CEQA/NEPA, AND REGULATORY PERMITTING FOR THE FOR THE CARMEL RIVER FLOOD PLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT RESTORATION AND MANAGEMENT PLAN (MYA *(1375) will not exceed 65,000.00 and is valid from 07/01/15 thru 06/30/16 COMM LINE DESC: Environmental Consulting EXTENDED DESC: Carmel River Floodplain @ 35% design MSDS: Not Required 001 - 3000 - 8172 - RMA001 - 6613 - - 7200 - 7200 - - 65000.00 | .00 | .00 | 65,000.00 |

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 65,000.00

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

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

TELEPHONE:
EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT