

Attachment D

This page intentionally left blank.



Monterey County

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

Board Order

Agreement No's.: A-12432, A-12433

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-12432 with Rincon Consultants, Inc. where the Base budget is increased by \$38,350.00 to \$247,295.00 and the Contingency budget is increased by \$30,000.00 to \$103,130.75, for a total amount not to exceed \$350,425.75 to complete new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan for the Environmental Impact Report (EIR) for the California Flats Solar Project (PLN120294) in South County, and extend the term to March 31, 2015; and
- b. Approved Amendment No. 1 to Funding Agreement No. A-12433 with California Flats Solar, LLC where the Base budget is increased by \$38,350.00 to \$247,295.00, the Contingency budget is increased by \$30,000.00 to \$103,130.75, and the County Contract Administration Fee is unchanged at \$3,170.00, for a total amount not to exceed \$353,595.75 to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to complete new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan for the EIR for the California Flats Solar Project (PLN120294) in South County, and extend the term to March 31, 2015; and
- c. Authorized the Director of Planning to execute Amendment No. 1 to Professional Services Agreement No. A-12432, Amendment No. 1 to Funding Agreement No. A-12433 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts. (PLN120294/California Flats Solar Project in South County - PD060202/Rincon Consultants, Inc.)

PASSED AND ADOPTED on this 8th day of April 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter

NOES: None

ABSENT: Supervisor Calcagno

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on April 8, 2014.

Dated: April 9, 2014
File Number: A 14-039

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

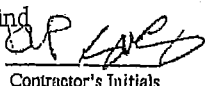
By Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, 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 Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

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

California Flats Solar, LLC


Contractor's Initials

3/27/14
Date

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

WHEREAS, Project Applicant has revised the original project description and site plan for the Project; and

WHEREAS, CONTRACTOR has proposed the addition of new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan to complete the Project; and

WHEREAS, additional time and funding are required to continue to provide services associated with the completion of the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to March 31, 2015 and increase the amount by \$68,350 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 \$350,425.75.

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

The term of this Agreement is from March 13, 2013 to March 31, 2015, 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".
5. The "Project Schedule" and "EIR Preparation" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through March 31, 2015, to conform to the amended term of the Agreement.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

COUNTY OF MONTEREY

By: [Signature]
Director of Planning

Date: 4/9/14

CONTRACTOR*

Rincon Consultants, Inc.
Contractor's Business Name

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

Its: Stephen Svete, Vice President
(Print Name and Title)

Date: February 19, 2014

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

Its: Duane Vander Pluym, CFO
(Print Name and Title)

Date: February 19, 2014

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 3-31-14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 2/24/14

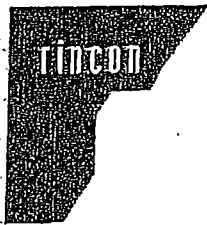
Approved as to Indemnity and Insurance Provisions

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



Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, California 93940

831 333 0310

FAX 333 0340

info@rinconconsultants.com
www.rinconconsultants.com

February 14, 2014

Job No. 13-00723

County of Monterey Resource Management Agency
Planning Department
168 W. Alisal St., 2nd Floor
Salinas, CA 93901
Attn: Delinda Robinson, Senior Planner; Joe Sidor, Associate Planner

SUBJECT: California Flats Solar Project EIR Revised Contract Amendment Request

Dear Ms. Robinson and Mr. Sidor:

The purpose of this letter is to request an amendment to the March 19, 2013 contract scope of work between Rincon Consultants, Inc. (Rincon) and the County of Monterey for the California Flats Solar Project EIR. The amendment would augment the EIR scope of work and budget to evaluate the revised project description and site plan submitted by the applicant in December 2013. The modifications include the following:

- Increasing the solar panel development area footprint from 2,030 acres to 2,120 acres;
- A new, 157-acre utility corridor to accommodate an above-ground temporary water pipeline, temporary pumping facilities, an electric distribution line, and a redundant communication line;
- A new high-capacity collection system line corridor;
- Relocation of the proposed northern substation and associated switching station;
- Re-alignment of the proposed crossing of Cottonwood Creek;
- Installation of up to four temporary water storage ponds;
- Increasing the construction staging areas located north of State Route (SR) 41; and
- Other minor modifications (e.g. increased height of operations and maintenance building, widened project driveway, elimination of a previously proposed well, elimination of previously proposed on-site water treatment, and the use of mud shaker plates in lieu of a tire washing station).

ADDITIONAL SCOPE ITEMS

Task 3.7 Review Updated Technical Memoranda. To account for the project description modifications, the applicant team will submit memoranda to the County updating the biological resources, cultural resources, drainage, and air quality/greenhouse gas technical analyses. The analyses corresponding to the previous project description were previously peer reviewed by Rincon. It is anticipated that the memoranda will include updated impact calculations and acreage summaries, as well as

Environmental Scientists

Planners

Engineers

EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR
Revised Contract Amendment Request

any additional survey data. Rincon's review of the new memoranda will not include a formal peer review; however, the information will be critically reviewed prior to incorporation into the EIR, and any omissions or substantive errors will be discussed with the County. This task does not include the use of any technical subconsultants.

~~Rincon does not anticipate receiving updated technical memoranda for the following~~
issue areas: geology and soils, water supply, land use and planning, public services, transportation/traffic, and aesthetics. For these areas, Rincon will review the original technical studies (including those for which we provided a formal peer review) and confirm that additional study is not required.

Task 4.2 Update Acoustical Analysis. Rincon prepared an Acoustical Analysis for the project in August 2013. This report will be updated to reflect the current project description. It is anticipated that the project description changes will not require modifications to the noise modeling or technical analysis; rather, edits will be for consistency with the EIR project description only.

Task 7.1 Review and Modify Revised Project Description. As part of this task, Rincon will review the revised project description submitted to the County by the applicant team as ~~task~~ changes to the previously submitted Administrative Draft EIR project description, and accept and/or modify the ~~applicant changed task~~ changes therein, as appropriate. This task will include independent verification of the modifications, as well as revisions to the project description figures to reflect the current proposed site plan. If minor errors or omissions are discovered, Rincon will resolve the error internally as part of this task; however, if fundamental inconsistencies or other substantive errors are discovered, Rincon will alert the County immediately.

applicant team's tracked changes

Task 8.6 Prepare Second Administrative Draft EIR. Based on the project description revisions, the previously submitted ADEIR sections will require revision. In addition, sections not submitted to date (including biological resources, alternatives, and the water supply impact) will require updates for consistency with the current project description. For those sections already submitted, it is anticipated that the applicant team will provide track changes revisions to four impact sections reflecting necessary modifications based on the project description changes. As part of this task, Rincon will critically review these tracked changes, accepting and/or modifying them where appropriate. It is assumed that the applicant-provided modifications will generally capture the revisions to the project description, such that Rincon's additional independent effort will be relatively minor. Rincon will review the revised project description, and modify the EIR sections independently, as needed. This will include, but may not be limited to: revising technical information to account for the increased disturbance area and other project description modifications; revising references to project description details that have changed, such as the height of the panels; modifications to existing EIR figures; and other minor consistency edits.

This task additionally includes necessary revisions to the previously submitted ADEIR sections based on comments provided by the applicant to the County, which are

2/19/14 2/19/14
(Date)
RSP
(Contractor's Initials)

EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR
Revised Contract Amendment Request

anticipated to be included as part of the forthcoming tracked changes ADEIR sections. It is anticipated that this task will require approximately 24 staff hours. However, if comments are substantial or require additional technical analysis, additional work effort may be required.

Once complete, the Second ADEIR will be submitted to the County for review. This ADEIR will include the previously excluded sections (biological resources, alternatives, water supply impact, and executive summary). This scope of work assumes that comments provided by the applicant on the Second ADEIR will be minor.

Project Management and Coordination. This scope amendment includes additional project management and coordination during review of the updated technical memoranda and preparation of the Second ADEIR.

Screencheck Draft EIR, Draft EIR, Administrative Final EIR, Screencheck Final EIR, and Final EIR. These tasks will be completed as outlined in the March 19, 2013 scope of work.

TIMELINE

With the exception of the second Administrative Draft EIR task, the following timeline is consistent with the March 19, 2013 contract scope of work.

- *Second Administrative Draft EIR:* The second Administrative Draft EIR will be completed within four weeks of County receipt of all additional technical information from the applicant. This assumes that review of the technical information does not identify issues that require resolution by the applicant team.
- *Screencheck Draft EIR:* Assuming that the County will deliver comments on the Administrative DEIR within three weeks, Rincon will produce the Screencheck Draft EIR within four weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments, and that no new substantial analysis will be needed as a result.
- *Draft EIR:* Assuming that the County will deliver comments on the Screencheck Draft EIR within one week, Rincon will produce the Draft EIR within one week of receipt of staff screencheck comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments, and that no new substantial analysis will be needed as a result.
- *Administrative Final EIR:* Within six weeks of the close of the Draft EIR circulation period (this period is assumed to extend for seven weeks) and receipt of all written and oral comments, Rincon will deliver a Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review.

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR
Revised Contract Amendment Request

- *Screencheck Final EIR:* Assuming that the County will deliver comments on the Administrative PEIR within three weeks, Rincon will produce the Screencheck Final EIR within two weeks of receipt of staff comments.
- *Final EIR:* Assuming that the County will deliver comments on the Screencheck Final EIR within one week, Rincon will produce the Final EIR within one week of receipt of staff screencheck comments. This schedule assumes County comments are coordinated into a single consistent set of comments.

Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 33 weeks of receiving the applicant-provided technical memoranda. Assuming this information is received by January 31, 2014, the Final EIR will be complete by mid-September, 2014. Please note that the existing contract expires on September 30, 2014. Therefore, we request that the contract be extended by six months to March 31, 2015.

The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

FEE ESTIMATE

We are requesting fees in the amount of \$38,350 to complete this revised scope of work, as shown in the table below. When added to the current authorized budget of \$208,945 (excluding contingency), the total revised budget would be \$247,295.

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

California Flats Solar Project EIR
Revised Contract Amendment Request

County of Monterey - California Flats Solar Project EIR

Cost Estimate

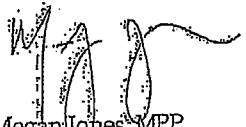
Revised 2-14-14


Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Sr. Principal \$219/hr	Principal \$170/hr	Proj. Mgr./Sr. Planner II \$150/hr	Enr., Sd. III \$95/hr	GIS Specialist \$15/hr	Client \$35/hr
3.7 Review Updated Technical Memoranda								
3.7.1 Biological Resources	\$4,480	34	2	4	20	8		
3.7.2 Cultural Resources	\$3,090	28		2	8	18		
3.7.3 Drainage	\$2,220	14	2	5	6			
3.7.4 Air Quality/Greenhouse Gas	\$1,430	12		2	4	6		
3.7.5 Review Other Reports to Confirm Additional Analysis not Required	\$2,680	20		2	18			
4.2 Update Acoustical Analysis	\$1,150	10		2	2	4	2	
7.1 Review and Modify Revised Project Description	\$3,585	37		2	4	12	18	1
8.6 Second Administrative Draft EIR								
8.6.1 EIR Impact Analysis								
Aesthetics	\$1,170	11		1	2	6	2	
Agricultural Resources	\$1,065	10		1	2	4	3	
Air Quality	\$870	8		1	1	6		
Biological Resources	\$1,910	18	1	1	2	8	6	
Cultural Resources	\$1,170	11		1	2	5	2	
Geology/Solids	\$1,065	10		1	2	4	3	
Greenhouse Gas Emissions	\$880	8		1	1	4		
Hazards and Hazardous Materials	\$810	7		1	2	4		
Hydrology/Water Quality	\$1,210	10	1	1	2	6		
Land Use and Planning	\$495	8		1	2	4	1	
Noise	\$680	6		1	1	4		
Public Services	\$810	7		1	2	4		
Transportation/Traffic (Rincon Labor Only)	\$680	6		1	1	4		
Utilities and Services	\$810	7		1	2	4		
Effects Found Not to Be Significant	\$810	7		1	2	4		
8.6.2 Info, Sealing, Other CEQA-Required Sections	\$1,140	13		1	2	4		6
Second ADEIR Project Management/Coordination	\$3,960	28		8	20			
Subtotal Labor (Base Fee)	\$38,350	328	6	44	110	124	37	7
REQUESTED LABOR + ADDITIONAL COSTS	\$38,350							

Per the County's guidance, we are also requesting new contingency funds in the amount of \$30,000.

Thank you for your consideration of this request to provide additional environmental consulting services for this project. Please call Megan Jones or Richard Daulton directly if you have any questions or need any additional information.

Sincerely,
RINCON CONSULTANTS, INC.


Megan Jones, MPP
Senior Program Manager


Richard Daulton, MDRP
Principal

Environmental Scientists

Planners

Engineers

EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered or monthly (by the tenth day of the month) and shall include the following:

1. Invoice Coversheet

Rincon Consultants, Inc.
California Flats Solar Project Environmental Impact Report

Date: _____

Invoice No. _____

Original Agreement Term: *March 13, 2013 – December 31, 2014*

Original Agreement Amount: *\$282,075.75 (\$208,945.00 base budget plus \$73,130.75 project contingency)*

Amendment No. 1: *\$68,350.00 (\$38,350.00 base budget plus \$30,000.00 project contingency)*
Extension of Term to March 31, 2015

<i>This Invoice:</i>	<i>3.7</i>		<i>Review Updated Technical Memoranda</i>	
<i>1.</i>	<i>3.7.1</i>	<i>\$4,460.00</i>	<i>Biological Resources</i>	_____
<i>2</i>	<i>3.7.2</i>	<i>\$3,090.00</i>	<i>Cultural Resources</i>	_____
<i>3.</i>	<i>3.7.3</i>	<i>\$2,220.00</i>	<i>Drainage</i>	_____
<i>4.</i>	<i>3.7.4</i>	<i>\$1,430.00</i>	<i>Air Quality/Greenhouse Gas</i>	_____
<i>5.</i>	<i>3.7.5</i>	<i>\$2,680.00</i>	<i>Review Other Reports to Confirm Additional Analysis Not Required</i>	_____
<i>6.</i>	<i>4.2</i>	<i>\$1,150.00</i>	<i>Update Acoustical Analysis</i>	_____
<i>7.</i>	<i>7.1</i>	<i>\$3,585.00</i>	<i>Review and Modify Revised Project Description</i>	_____
	<i>8.6</i>		<i>Second Administrative Draft EIR</i>	
	<i>8.6.1</i>		<i>EIR Impact Analysis</i>	
<i>8.</i>		<i>\$1,170.00</i>	<i>Aesthetics</i>	_____
<i>9.</i>		<i>\$1,065.00</i>	<i>Agricultural Resources</i>	_____
<i>10.</i>		<i>\$ 870.00</i>	<i>Air Quality</i>	_____
<i>11.</i>		<i>\$1,910.00</i>	<i>Biological Resources</i>	_____
<i>12.</i>		<i>\$1,170.00</i>	<i>Cultural Resources</i>	_____
<i>13.</i>		<i>\$1,065.00</i>	<i>Geology/Soils</i>	_____
<i>14.</i>		<i>\$ 680.00</i>	<i>Greenhouse Gas Emissions</i>	_____
<i>15.</i>		<i>\$ 810.00</i>	<i>Hazards and Hazardous Materials</i>	_____
<i>16.</i>		<i>\$1,210.00</i>	<i>Hydrology/Water Quality</i>	_____
<i>17.</i>		<i>\$ 895.00</i>	<i>Land Use and Planning</i>	_____
<i>18.</i>		<i>\$ 680.00</i>	<i>Noise</i>	_____
<i>19.</i>		<i>\$ 810.00</i>	<i>Public Services</i>	_____
<i>20.</i>		<i>\$ 680.00</i>	<i>Transportation/Traffic (Rincon Labor Only)</i>	_____
<i>21.</i>		<i>\$ 810.00</i>	<i>Utilities and Services</i>	_____

EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

22. \$ 810.00 *Effects Found Not to Be Significant*

23 8.6.2 \$1,140.00 *Intro, Setting, Other CEQA-Required Sections*

24. \$3,960.00 *Second ADEIR Project Management/Coordination*

Grand Total:

\$38,350.00

Remaining Balance

\$

Approved as to Work/Payment:

Delinda Robinson, Senior Planner

Date

All Invoices Are To Be Sent To:

Jaime Martinez, Accounting Technician

County of Monterey Resource Management Agency - Finance Division

168 W. Alisal Street, 2nd Floor, Salinas, CA 93901

Telephone: (831) 755-4829

2. Invoice Detail

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

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (contingency increased in the amount of \$30,000 for a total amount not to exceed \$103,130.75) requires the prior written approval of the Director of Planning and the Project Applicant.

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

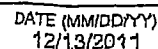
- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

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

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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



COVERAGES

Serial.#

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED'S WITH RESPECTS
TO WORK PERFORMED FOR THEM BY THE NAMED INSURED.
INSURANCE IS PRIMARY

*EXCEPT 10 DAYS NOTICE FOR NONPAY OF PREMIUM

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2014

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Pam Ayerle PHONE (A/C, No. Ext): (805) 585-6737 FAX (A/C, No): (805) 585-6837 E-MAIL ADDRESS: payerle@tolmanandwiker.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003		INSURER(S) AFFORDING COVERAGE INSURER A: Golden Eagle Ins Corp. NAIC # 10836 INSURER B: State Compensation Ins. Fund 35076 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 14/15 AU/WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8962991	12/17/2013	12/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	9086946-2014	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

AUTO: The County of Monterey, Its Officers, Agents and Employees are Additional Insured as respects to operations of the Named Insured per attached GECA7010107. This Insurance is Primary & Non-Contributory to any other Insurance per attached form CA00011001.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

David Shore/TERIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

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

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

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

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II—LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

GECA 701 (01/07)

Page 1 of 3

12/17/2013

8962991

NN197902 3012

INSURED COPY

PGDM0600 J00027

GCAFFPN 00008775 Page 33

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

GECA 701 (01/07)

Page 2 of 3

12/17/2013

8962991

NN197902 3012

INSURED COPY

PGDM050b J00027

GCAFFPN

00008776 Page 34

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. Is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

GECA 701 (01/07)

Page 3 of 3

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V—Definitions.

SECTION I — COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II — LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

(2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

- (1) Employment by the "insured"; or
- (2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V — DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense",
- to which this Insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.



Monterey County

Board Order

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

Agreement No.: A-12432; A-12433

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

- a. Approved a Professional Services Agreement with Rincon Consultants, Inc. where the Base Budget is \$208,945.00 and the Contingency budget is \$73,130.75, for a total amount not to exceed \$282,075.75 to provide an Environmental Impact Report (EIR) for the California Flats Solar Project (PLN120294) in South County, for a term effective March 13, 2013 through December 31, 2014; and
- b. Approved a Funding Agreement with California Flats Solar, LLC where the Base Budget is \$208,945.00, the Contingency budget is \$73,130.75, and the County contract administration fee is \$3,170.00, for a total amount not to exceed \$285,245.75 to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to provide an EIR for the California Flats Solar Project (PLN120294) in South County, for a term effective March 13, 2013 through December 31, 2014; and
- c. Authorized the Director of Planning to execute the Professional Services Agreement, Funding Agreement and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.
(PLN120294/Environmental Impact Report for the California Flats Solar Project, in South County)

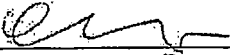
PASSED AND ADOPTED on this 9th day of April 2013, by the following vote, to wit:

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 76 for the meeting on April 9, 2013.

Dated: April 17, 2013
File Number: 13-0316

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:
Rincon Consultants, 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 an Environmental Impact Report for the California Flats Solar 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 \$ 282,075.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 13, 2013 to December 31, 2014, 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 coverages, 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).

9504

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	Richard Daulton, Principal
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 W. Alisal Street, 2nd Floor Salinas, CA 93901	Rincon Consultants, Inc. 437 Figueroa Street, Suite 203 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 333-0310
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

CONTRACTOR

By:

Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

4/17/13

By:

Board of Supervisors (if applicable)

Date:

Approved as to Form

By:

County Counsel

Date:

Report, 3-25-2013

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

Approved as to Liability Provisions

By:

Risk Management

Date:

Rincon Consultants, Inc.

Contractor's Business Name*

By:

(Signature of Chair, President, or Vice-President)*

Michael P. Gaultier, President

Name and Title

Date:

3/20/2013

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Deanne VanderPlighe, CFO

Name and Title

Date:

3/20/2013

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

GENERAL WORK PROGRAM

This section outlines our general work scope to complete the technical peer review and CEQA process.

Task 1 – Project Initiation and Data Collection

Our initial task would be to meet with County staff and the applicant team, as appropriate, to determine the availability and status of existing technical studies that have been prepared for the project and that will form the basis for the EIR. This task includes the kickoff meeting, basic data gathering, and data review. Rincon's Project Manager or Principal-in-Charge will be available to attend up to five (5) meetings with County staff to discuss project needs, define the specific work program, confirm staff expectations, and define the level of detail required and schedule.

Task 2 – Notice of Preparation

Rincon will prepare the Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will include a brief project description and summary of issues to be addressed in the EIR. Rincon will provide a draft of the NOP to the County for review and comment, and will incorporate County comments into a final NOP for circulation to concerned agencies and organizations. We assume that County staff will be responsible for circulation of the NOP, though Rincon staff will be available to assist as necessary with this task. As required by CEQA, agencies and organizations will have 30 days from receipt of the NOP to provide an NOP response.

Subsequent to receipt of NOP responses, Rincon will review and assess the responses and provide recommendations on how to address them during the EIR process. The introduction section of the EIR will include a listing of the responses received and how/where they are addressed in the EIR.

We do not anticipate preparing an Initial Study to accompany the NOP. Because the EIR will address most of the issues on the CEQA Guidelines environmental checklist, we recommend foregoing the Initial Study to save time and money. Instead, for any issues that will not be covered in detail in the EIR, we will include a section titled "Issues Found to be Less Than Significant" that will provide a brief explanation of why significant impacts are not anticipated for those issues.

Task 2.1 Community Scoping Meeting

Rincon will conduct a Scoping Meeting, along with County staff, during the NOP distribution period. Rincon will be prepared to present information, as needed. Rincon will prepare a scoping meeting agenda, comment cards, and sign-in sheet, and will assist with preparation of a PowerPoint presentation if desired by the County. Based on input received from this meeting, Rincon will work with County staff to determine whether any modifications to the proposed EIR scope are required.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3 - Technical Peer Review

Rincon's technical experts and subconsultant specialists will conduct peer reviews of the technical reports and supporting documentation submitted by the applicant. Our review of the technical studies will focus on the methodology and assumptions employed as part of the environmental review, adherence to regulatory standards as appropriate, specificity and appropriateness of recommended mitigation, and completeness and accuracy of the reports. Rincon recognizes that the EIR may receive a high level of public scrutiny. As such, our input will focus on ensuring that the various technical studies provide the appropriate level of analysis for each issue area and are factually accurate, and that the report conclusions are well documented and substantiated, and appropriate for use in the EIR. The review will also identify statements that may be perceived as biased as well as any issues related to internal consistency of the various reports.

The comprehensive peer review of technical reports submitted by the applicant team will allow for earlier resolution of any potential technical disagreements, identification of potential additional data needs for the EIR, and identification of critical path items for completion of the EIR. Our scope of work includes peer review of the following previously submitted reports: Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Traffic Impact Analysis Report, Preliminary Drainage Report, and Visual Impact Assessment. Rincon will also conduct a peer review of the following additional reports anticipated to be submitted by the applicant: Final Biological Report, Phase 1/Phase 2 Archaeological Investigation Report, and Air Quality/Greenhouse Gas Assessment. Rincon team technical specialists assigned to these peer reviews are described in Table 2. As shown in the table, we propose Principal- or Senior Manager review of each peer review, which will each be prepared by a Rincon Team technical specialist.

Rincon will prepare a memorandum report that contains a peer review of each of these technical studies that are made available during project initiation. The memorandum report will describe the methodology for the peer reviews, and will identify any issues that require resolution prior to incorporation into the EIR, any additional information needs for the EIR, and critical path items for completion of the EIR. Following preparation of the memorandum, Rincon's project manager will meet with County staff to discuss recommendations to efficiently resolve any identified technical issues or disagreements.

Our scope of work for each peer review assumes that no new analysis will be conducted by Rincon to complete the technical reports (although additional analysis likely will be conducted as part of EIR preparation). Our scope of work assumes that the applicant's technical reports are assumed to be generally adequate, requiring only minor revisions. We recommend establishment of a contingency fund in the event that additional coordination and supplemental analysis is required for the applicant's technical reports.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Table 2. Technical Specialists for Peer Review

Technical Report	Rincon Team Peer Review Lead	
	QA/QC	Lead Technical Specialist
Preliminary Biotic Report	John Dreher, Jr., Principal, Natural Resources Program Manager	Colby Boggs, Principal, Senior Plant Ecologist
Conceptual Restoration Plan for Project Decommissioning		
Final Biological Report		
Forest Management Plan	John Dreher, Jr.	Julie Broughton, PhD Candidate, Certified Arborist
Traffic Impact Analysis Report	Richard Daulton, MURP, Principal	Robert Del Rio, T.E., Hexagon Transportation
Preliminary Drainage Report	Walt Hamann, PG, CEG, CHG, Senior Principal	Valerie Huff, Senior Civil Engineer, PE, QSD/P, Wallace Group
Phase 1 /Phase 2 Archaeological Investigation Report	Kevin Hunt, Cultural Resources Program Manager	Robert Ramirez, Registered Professional Archaeologist; Julie Broughton, Paleontologist
Air Quality/Greenhouse Gas Emissions Assessment	Richard Daulton, MURP, Principal	Chris Bersbach, MESM
Visual Impact Assessment	Stephen Svete, AICP, Senior Principal	Megan Jones, MPPc, Senior Planner/Project Manager

Task 3.1 Peer Review of Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Final Biotic Report, and Forest Management Plan

Rincon Principals and Senior Biologists John Dreher, Jr. and Colby Boggs will conduct the peer review of the Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, and Final Biotic Report. Rincon will review the methodologies and conclusions of each of these studies, based on existing literature and supplemental field review. We have included up to 12 hours of staff time to conduct biological field work to confirm and acquire data to confirm current baseline conditions for biological resources. The plant community mapping included in the 2012 biological report will be ground-truthed by a Rincon biologist. Mapping will be revised as necessary to reflect, as best as possible, community types, terminology, and status as presented in Sawyer et al. (2009) and CDFG (2013), providing appropriate "cross-walks" to nomenclature of other vegetation classification systems as necessary. The accuracy of mapped and described riparian corridors, native grasslands; oak woodlands, seasonal wetlands, areas with high densities of non-native species, if present; and other potentially regulated biological resources, and project impacts to those resources, will also be confirmed. Rincon will also review the evaluation of project impacts and mitigation, including those related to habitat, sensitive species, and wildlife movement, for accuracy and consistency with County and regulatory agency standards. Dawn K. Reis, MS, Principal Wildlife Biologist at Ecological Studies, will review the sufficiency of the existing reports with regard to the evaluation of potential project impacts and mitigation approaches related to California red-legged frogs.

Rincon certified arborist Julie Broughton will conduct a peer review of the Forest Management Plan. The review will focus on the FMP methodology and tree protection and replacement mitigation requirements, to verify compliance with Monterey County Ordinance 21.64.260.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.2 Peer Review of Traffic Impact Analysis Report

Hexagon Transportation Consultants, Inc. (Hexagon) will conduct the peer review the traffic impact analysis prepared for the project by RBF Consulting dated July 31, 2013. The purpose of the peer review will be to ensure that the traffic report prepared for the project utilizes appropriate methodology and that the conclusions and recommendations presented are appropriate. Monterey County staff reviewed and approved the technical data and assumptions of projections and distribution patterns utilized in the traffic analysis for the proposed project. As such, the analysis methodology will be reviewed by Hexagon to ensure that data and assumptions approved by staff were accurately reflected in the analysis. Hexagon's review will be limited to level of service calculations and conclusions and recommendations provided in the completed traffic analysis. The peer review will include the following tasks:

1. *Review Level of Service Calculations.* The level of service calculation output pages for the study scenarios included in the report will be reviewed for accuracy. Project and cumulative conditions level of service calculations will be reviewed to ensure project traffic and traffic due to future growth are accurately represented within the established traffic volumes.
2. *Review Traffic Study Conclusions and Recommendations.* The conclusions and recommendations for accommodating project-generated traffic, as presented in the traffic report, will be reviewed to determine if they are adequate. The proposed ingress and egress to the project site will be reviewed to identify any traffic safety issues.
3. *Peer Review Memorandum.* The results of the peer review will be documented in a memorandum report.
4. *Second Round of Review.* Upon revision of the traffic study by RBF, Hexagon will review the traffic study a second time to ensure that all issues identified in the in the peer review memorandum were addressed. It is estimated that this task will take a maximum of six hours of staff time.

Task 3.3 Peer Review of Preliminary Drainage Report

Wallace Group will provide a technical review of the Applicant's Preliminary Drainage Report, addressing hydrology, hydraulics, and stormwater quality. The Drainage Report will be reviewed with respect to Monterey County Standards, State and Regional Water Board criteria, and industry standards. Wallace Group's review will be specific to engineering aspects of stormwater management, and will exclude assessment of other potential environmental concerns such as presence or location of jurisdictional waters, which will be evaluated as part of the biological peer review. The review of the Report will include the following:

- *Appropriate application of modeling software used for the analysis.*
- *Model input parameters compared to industry standards.*
- *Adherence to County Codes and Standards.*
- *Identification of potential stormwater impacts as a result of project development.*
- *Suitability of mitigation concepts presented in the Report.*

Based on a preliminary review of the Preliminary Drainage Report, verification of the hydrologic and hydraulic modeling and subwatershed delineation is not warranted at this time. Therefore, this scope does not include modeling or review of subwatershed delineation. However, Wallace Group will review the overall watershed delineation for the project area.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Wallace Group can provide a more detailed review of the modeling and project watersheds as an optional task.

Wallace Group will prepare a technical memorandum summarizing their review of the Preliminary Drainage Report. Wallace Group staff will participate in one teleconference with Rincon and County staff to review and discuss comments regarding the memorandum.

Subsequent to the conference call meeting and receipt of comments on the draft memorandum, Wallace Group will prepare responses to one round of comments from Rincon and the County, and will prepare an updated/revised memorandum incorporating comments received.

Task 3.4 Peer Review of Phase 1/Phase 2 Archaeological Investigation Report

Rincon's senior cultural resources staff has conducted numerous peer reviews of cultural resources technical reports in support of EIR and environmental impact statements (EISs) in California. These peer reviews have included contentious projects, as well as large solar development projects subject to Bureau of Land Management (BLM) oversight. In addition, our staff has completed cultural resources technical studies in Monterey County and in the general vicinity of the current project. Rincon Senior Archaeologist Kevin Hunt will conduct the peer review of the Phase 1/Phase 2 Archaeological Investigation Report to be prepared for the project by Applied Earthworks Inc. The peer review will focus on the adequacy of the technical report for conformance with the cultural resources requirements of CEQA and the County of Monterey General Plan.

Specifically, Rincon understands that the project area is located in an area of high archaeological sensitivity for both historic and prehistoric archaeological resources. We further understand that numerous archaeological resources have been identified within the project area, which are being evaluated by Applied EarthWorks for California Register of Historical Resources (CRHR) and National Register of Historic Places eligibility (NRHP). The results of those eligibility evaluations will be presented in the Phase 1/Phase 2 technical report. Rincon's peer review will be comprehensive but focused on the following aspects of the studies:

- *Understanding of the regulatory setting*
- *Comprehensiveness of the cultural resources survey in addressing all proposed project disturbance to current professional standards. This includes the adequacy of the background research, survey methods and techniques, and resource recording procedures.*
- *Adequacy of Native American scoping*
- *Adequacy of the CRHR/NRHP eligibility evaluations, impacts assessment, and mitigation measures, including the defensibility of the eligibility recommendations under CEQA.*

Rincon's Senior Paleontologist and Cultural Resources Program Manager will conduct a peer review of the paleontological resources technical report prepared for the applicant. The peer review will focus on the adequacy of the technical report for conformance with the paleontological resources requirements of CEQA and the Society of Vertebrate Paleontology's guidelines. The results of the cultural resources peer review will be summarized in a technical memorandum.

EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.5 Peer Review of Air Quality/Greenhouse Gas (GHG) Emissions Assessment

Rincon air quality and greenhouse gas assessment technical specialist Chris Bersbach, MESM, will conduct a peer review of the air quality and greenhouse gas emissions assessment to be provided by the applicant. The peer review will evaluate the appropriateness of modeling (presumed to be the BMFAC, OFFROAD, and/or CalEEMod) assumptions and results. Specifically, Rincon will review model assumptions regarding proposed construction practices to accurately calculate the construction and operational emissions associated with the project. Because most of the emissions associated with the project would occur during the construction phase, a detailed account of the expected numbers and phasing of equipment, equipment type in terms of horsepower and age (i.e. whether or not equipment are Tier I, II, or III vehicles), and hourly use patterns (how long equipment is in operation per day) will be important in developing the emissions inventory. Where possible, Rincon will use the information provided for other solar projects to calculate emissions if such projects can be considered proportionately equivalent. The report will be reviewed for the inclusion of pertinent criteria pollutants and greenhouse gases. The stationary sources and motor vehicle constituents of concern include ROC, NO_x, CO, PM₁₀ and greenhouse gases, primarily CO₂. The only other notable source of GHG emissions from the project is leakage of sulfur hexafluoride (SF₆) from the transmission system breakers and switches. Of greatest concern will be the long term generation of fugitive dust that may result from the numerous dirt roads developed to service the solar PV array. Accordingly, we will provide a detailed review of appropriate emissions factors and operational assumptions for fugitive dust.

Rincon will also review the methodology and analysis of the diesel particulate emissions and other air toxics associated with site construction and its effect on the residential receptors nearest to the site where the potential for impacts would be highest. Average annual concentrations determined during the construction period at the nearest sensitive receptors will be reviewed. Calculations of human health risk that could result from heavy equipment use during the construction phase, based on the average annual concentrations, will also be reviewed.

Rincon will contact Monterey Bay Unified Air Pollution Control District (MBUAPCD) staff to verify the appropriateness of the study methodology and conclusions. The appropriateness of the thresholds of significance used in the study will be evaluated. Impacts and mitigation measures, if identified in the applicant's report, will also be verified. Quantification of the reduction of air contaminant and greenhouse emissions due to the solar project, as compared to non-renewable energy, will also be evaluated.

Rincon will review the appropriateness of recommended mitigation measures and/or project features to reduce identified impacts. These measures may include specific worker transportation control measures during the construction period, dust control measures during construction and operation, measures to minimize or avoid stationary source emission impacts, and/or measures to minimize engine idling during construction.

Task 3.6 Peer Review of Visual Impact Assessment

Rincon Senior Project Manager Megan Jones, MPPC, will lead the peer review of the Visual Impact Assessment prepared by Denise Duffy & Associates. The proposed project site is located in a remote portion of rural Monterey County and is topographically isolated from nearly all

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

potentially sensitive visual receptors known at this time, including the nearby community of Parkfield, as well as Cholame Road and most other public roads in the area. Although the Monterey County General Plan includes policies to protect scenic quality, particularly of designated scenic areas and routes, no such designated areas or routes lie within the potential project viewshed, and the number of receptors is limited.

The characterization of existing visual resources, off-site viewing areas, and view corridors, will be reviewed. The appropriateness of visual simulation viewpoint locations as representative viewing locations will be discussed. The peer review will also evaluate the study methodology, including impact assessment based on vividness, intactness, and unity, visual quality, and viewer sensitivity. In addition, we will verify that all project features, including off-site road improvements, were appropriately included in the analysis. The assessment of project light and glare impacts will also be reviewed.

Task 4 - Technical Reports

Rincon will prepare technical studies/reports not already available that will be necessary to evaluate project impacts and complete the EIR. While technical information will be prepared for several environmental issue areas and appended to the EIR, this scope of work assumes that the only original technical study that is necessary for the EIR is an Acoustical Analysis.

Task 4.1 Acoustical Analysis. The general noise environment of the project area is characterized as open space, rural residential, or agricultural with ambient noise levels that are expected to be at or below 40 decibels during the evening and nighttime hours. Noise generators during the day could include those typically associated with minor agricultural activities, and local passenger and heavy-duty truck traffic along Highway 41. In addition, occasional off-highway vehicle travel may contribute to local noise levels. A photovoltaic project is not a noise sensitive use and the noise environment would not be expected to adversely affect the proposed project.

Noise sensitive land uses near the site are expected to be limited. We have assumed that the site has two rural residential uses within 750 feet of the project site, and additional residences along the Turkey Flat secondary access road (off-site).

Ambient noise measurements will be taken in the field to characterize the existing noise conditions using an ANSI Type II sound level meter. We propose to take a minimum of four ambient noise measurements at the site. These measurements will be taken in accordance with standard protocols and will typically involve 20 minute samples at the individual locations. The locations will be chosen for proximity to existing noise sources (roads, highways, and existing facilities) or in areas adjacent to potential sensitive receptors.

Noise impacts could occur during both the construction phase of each project and the long term operation of the project, but the significance of impacts is dependent on the location of sensitive noise receptors relative to the noise sources. Construction noise will be generated primarily by the transport of personnel and materials to the site, and by grading and construction activities within the site. Rincon will estimate sound levels at the nearest residences associated with both the transport activities along nearby roads and construction activity at the site. Site construction noise will be estimated based on a literature search of sound levels used in prior

EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS

environmental documents for this type of construction, or actual ambient measurements if a project is in progress that can be measured. Based on the sound levels generated at individual construction locations within the site, Rincon will calculate off-site sound levels using standard distance sound level attenuation factors.

The construction traffic noise impact evaluation will be based upon construction traffic volumes determined during the Traffic Impact Analysis peer review phase. Construction traffic will be input into the federal Traffic Noise Model (TNM ver. 2.5) to quantify the effects of construction traffic along local roadways. Similarly, the effects of long term operational traffic will also be calculated.

Long term operational noise generation is expected to be limited to stationary equipment, such as a transformer or inverter, and maintenance vehicle travel. Rincon's noise specialists will use information acquired from literature and other sources regarding the noise generation of the various facilities and increased sound associated with increased power levels in local transmission lines to estimate project-generated noise. Where necessary, we will also research equipment manufacturers to identify likely noise specifications for noise generating equipment that may be required as part of the project.

The significance criteria for the noise evaluation will be based on Monterey County's Noise Element and/or Noise Ordinance. The Noise Element contains goals, policies, and implementation measures to protect noise-sensitive land uses from excessive noise, and the Noise Ordinance contains development and performance standards setting specific noise level thresholds on operations near residential uses.

Mitigation requirements will be established for incorporation into project design or as agreed upon conditions of development, if necessary. Mitigation measures may include restrictions on construction equipment usage, the construction of temporary sound barriers, recommendations for alternative transportation modes, and use of sound-dampening paving materials.

A stand-alone technical report will be created that summarizes the project's characteristics for noise generation and impact.

Task 5 - Responsible Agencies/Trustee Agencies/Other Agency Contacts

Rincon will coordinate with relevant public agencies and interested persons during the EIR process, as determined by the County Project Planner. All discussions between the Rincon team and project applicant will include the County Project Planner or their designee. Coordination with agencies may include requests for exchange of technical information, answering agency questions, and understanding agency staff concerns and/or interpretation of CEQA and other permitting requirements.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 6 – Administrative Draft Project Description

Rincon will review the applicant's project description and prepare an Administrative Draft Project Description in accordance with CEQA Guidelines Section 15124. This review is critical, since the project description will form the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the proposed project components, using text, tables and graphics as needed. The project description will include:

- A description of proposed construction and long-term operational activities, including the regulatory basis for such activities;
- A thorough explanation of proposed land development under County regulatory controls;
- Development phasing plans;
- Features that have been incorporated into the proposed project to minimize potential environmental impacts or land use conflicts;
- A list of permits requested and responsible agencies;
- A description of a Development Agreement, if proposed;
- Tables illustrating proposed project characteristics and the degree of change from the existing condition; and
- Supporting graphics

County staff will review and comment on the Administrative Draft Project Description.

Task 7 – Draft Project Description

Rincon will update and revise the project description based on comments received from County staff. This version of the project description will be used for the purposes of the CEQA impact analysis. Any modifications of the project description would be coordinated with the County.

Task 8 – Administrative Draft EIR

Rincon will prepare the Administrative Draft EIR, in accordance with CEQA Guidelines Sections 15120 through 15131, for review by the County. The Administrative Draft EIR will include all CEQA requirements, including:

- (1) Executive Summary;
- (2) Introduction;
- (3) Project Description;
- (4) Environmental Setting;
- (5) Environmental Impact Analysis (including analysis of all technical issues – see below);
- (6) Discussion of Growth Inducing Impacts, Irreversible Changes, and Other Impacts: potential energy impacts of the project, and the project's consistency with sustainability and smart growth practices;
- (7) Alternatives Analysis (up to three alternatives); and
- (8) List of References/Preparers.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverable: Six hard copies, and one compact disc or electronic file stored on a flash or thumb drive in MS Word format.

Task 8.1 - Executive Summary

The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will identify:

- Each potential environmental impact;
- The level of significance of each impact;
- Mitigation measures required; and
- Residual impacts after mitigation.

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The summary will note the environmentally superior alternative of the alternatives discussed in the EIR and the rationale for its selection as such. The summary will also differentiate impacts and mitigation measures by those related to the project's construction, and those related to long-term operations.

Task 8.2 - Introduction and Environmental Setting

The EIR will provide introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study. It will also provide a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the project study area and its immediate vicinity.

Task 8.3 - EIR Impact Analysis

The main body of the EIR will consist of the assessment of potential environmental impact analysis of the proposed project. As outlined above, for each issue area, the analysis will include a project-specific examination and an assessment of the potential for cumulative impacts associated with the project, together with other anticipated development in the project area. The project-specific analysis will have four main subsections: (1) setting; (2) impact analysis; (3) mitigation measures; and (4) level of significance after mitigation.

The setting section will describe the applicable environmental conditions of the study area, and will incorporate information from recent technical studies for the area whenever possible. The impact analysis section will include a statement of the significance thresholds that were used to determine if an impact would have the potential to result in a significant environmental effect. Impacts of the proposed project when compared to existing conditions in the area will be identified, as will cumulative impacts resulting from the development of other solar power projects and other pending development in the vicinity. The basis for the cumulative analysis will be developed in conjunction with County staff.

Mitigation measures will include County and other agency requirements (as appropriate) and measures developed by the Rincon team. Mitigation measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Conditions where the proposed mitigation measures would not reduce the identified impacts to

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

a less than significant level will be clearly identified. Secondary impacts of mitigation measures will also be discussed.

The final subsection in the impact analysis will describe the level of significance after mitigation. This will be a brief statement noting whether any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV).

Cumulative impacts will be discussed in the context of full buildout of the County's General Plan, the potential development of other projects that may currently be under consideration, and in certain instances, from the perspective of a greater regional context. The cumulative impact discussion will be included in the main body of the analysis to avoid unnecessary repetition.

Task 8.4 – Alternatives

This section will be prepared in accordance with the requirements of the *CEQA Guidelines*, Section 15126.6 and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives.

We assume that three (3) alternatives will be evaluated. These could include, but not be limited to:

1. *No Project;*
2. *Redesigned Project (to address significant impacts associated with the proposed project);*
3. *Mitigated Project (implements mitigation measures associated with the proposed project)*

It is recognized that additional variants of these alternatives may be considered, including project redesign. The precise alternatives to be examined will be developed in conjunction with County staff during the preparation of the Administrative Draft EIR.

Per the *CEQA Guidelines*, the alternatives will generally not be addressed to the same level of detail as the proposed project; however, where impacts have been identified as significant for the proposed project, the alternatives will identify applicable mitigation requirements for the alternatives, so that a meaningful comparison can be made, and if necessary, CEQA Findings in support of the alternatives can be prepared. The analysis will identify whether the alternatives would result in impacts that are less than, similar to, or greater than the proposed project; the level of significance, and mitigation requirements. A matrix that depicts the magnitude of impacts associated with the alternatives when compared to the proposed project will be provided. At the conclusion of the alternatives analysis, the environmentally superior alternative will be identified.

The alternatives section will also include a detailed discussion of "Alternatives Considered but Eliminated from Further Consideration" that identifies potential sites and alternative solar technologies or approaches (e.g., distributed solar, parabolic trough, solar power tower, etc.) considered for the project but eliminated due to environmental and/or other factors.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 8.5 - Other CEQA-Required Sections

The EIR will also include other sections required by CEQA, such as growth inducing impacts, consistency with locally adopted plans and policies, table of contents, references, persons contacted, and list of preparers.

Coordination with County Staff. A meeting (or meetings) with County staff will be scheduled following the submittal of the ADEIR. The purpose of the meeting(s) would be to focus on the content of the ADEIR and allow for addressing any issues or questions regarding the content or analysis.

Task 9 - Draft EIR

This task entails the steps necessary to respond to staff comments on the ADEIR and publish the Draft EIR. Specific subtasks are described below.

Task 9.1 - Revise ADEIR based on Staff Comments

Rincon will respond to County comments on the Administrative Draft EIR and prepare the Draft EIR. This subtask assumes all staff comments are consolidated by the County project manager into a single document, and that the various comments do not conflict with one another. Our scope assumes two rounds of revisions (a Screencheck Draft EIR and Public Draft EIR, as described in Subtask 9.2) to accommodate a project of this scope and complexity.

Task 9.2 - Draft EIR Publication

After receiving staff comments regarding the Administrative Draft EIR, Rincon will produce the public Draft EIR. Rincon will prepare the Notice of Completion and Notice of Availability for the EIR. The County will be responsible for distribution of the EIR, but Rincon will be available to assist with the process.

Deliverable: 25 printed bound copies, one unbound camera-ready copy, and one compact disc or electronic file stored on a flash or thumb drive. One DVD disk of the DEIR in HTML Web-ready format for posting on the County Website will also be provided. Operational links or electronic copies of all documents and reports used in preparing the DEIR will be submitted (one each in .pdf format and MS Word for the DEIR.

Task 10 - Administrative Final EIR and Mitigation Monitoring and Reporting Program

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft responses for County review. A meeting with staff is anticipated either prior to or following submittal of the Administrative Final EIR. The purpose of the meeting would be to incorporate staff input on responses to comments, and potentially on other sections of the Administrative FEIR. The Administrative Final EIR will contain the comment letters on the DEIR and the responses to comments, and will also contain the proposed Mitigation Monitoring and Reporting Program (MMRP). Changes to the text of the Draft EIR in response to comments will be marked in strike-through and underline format, if desired by the County. Our experience suggests it may be more cost-effective and efficient to deliver the Responses to Comments in advance of making

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

the revisions to the EIR, to avoid the duplicative effort of having to coordinate the changes to the text that may arise out of staff direction to modify the Responses to Comments document.

Task 10.1 - Responses to Comments/Administrative Final EIR

Rincon staff, in conjunction with County staff, will respond to public and agency review comments on the Draft EIR, including the draft mitigation monitoring program, in accordance with Section 15088 of the CEQA Guidelines. The Rincon team subconsultants will assist with responses that pertain to their areas of technical expertise. Responses shall be prepared in a format approved by staff and will be contained in a separate document. The Responses to Comments document, together with the Draft EIR, will comprise the Final EIR.

Task 10.2 - Draft Mitigation Monitoring and Reporting Program

This task will involve the preparation of a mitigation monitoring plan prepared in a format that complies with County requirements, consistent with CEQA Guidelines requirements. The plan will include a table that lists each mitigation measure, agency responsible for each condition, when monitoring must occur, the frequency of monitoring, and criteria to determine compliance with the condition. Where necessary, the plan will include post-construction monitoring to confirm the effectiveness of the proposed measures. The MMRP will be structured in such a way to differentiate monitoring requirements associated with each phase of the project. We will make it clear what the project proponent is responsible for as well as the role that agencies (County or other) will have in implementing and/or monitoring the prescribed mitigation measures. Rincon will enter the MMRP information directly into the County's permit tracking database.

Deliverable: Six hard copies, and one compact disc or electronic file stored on a flash or thumb drive in MS Word format.

Task 11 - Final EIR

Rincon will respond to County comments on the Administrative Final EIR and prepare the Proposed Final EIR. Copies of the screencheck FEIR will be prepared and submitted for staff review and comment prior to production of the Proposed FEIR. Rincon will prepare the Notice of Determination, which the County will file with the County Clerk.

Task 11.1 - Revise AFEIR based on Staff Comments

Rincon will respond to County comments on the Administrative Final EIR and prepare the Proposed Final EIR.

Task 11.2 - Publication of the Final EIR

Prior to certification of the EIR, Rincon will deliver the Final EIR in the formats noted below.

Deliverable: 25 printed bound copies, one unbound camera-ready copy, and one compact disc or electronic file stored on a flash or thumb drive. One DVD disk of the FEIR in HTML Web-ready format for posting on the County Website will also be provided. Operational links or electronic copies of all documents and reports used in preparing the DEIR will be submitted (one each in pdf format and MS Word for the DEIR).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 12 – CEQA Findings

Our proposed budget includes up to 44 hours of professional time to prepare CEQA Findings, including any statement of overriding consideration for potentially unmitigable impacts. The Findings will include information related to whether the significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. The draft findings would comply with Section 15091 and 15093 of the *State CEQA Guidelines* and would be submitted in County-approved hard-copy and electronic formats for County review. Based in County comments, Rincon will revise and submit a final version of the CEQA Findings.

Deliverable: One final copy will be provided in electronic format for staff use for project hearings (in MS Word format).

Task 13 – Meetings and Hearings

In addition to the five (5) meetings identified in Task 1 and the scoping meeting identified in Task 2.1, Rincon's Project Manager or Principal-in-Charge will attend 12 meetings or hearings at key points throughout the EIR process. This is anticipated to include one site visit meeting, four meetings with staff and County legal counsel, four meetings to discuss the Administrative Draft EIR, and four public hearings. In addition, Rincon's Project Manager will be available for monthly meetings with the County and applicant to discuss project status, technical issues, and other items deemed appropriate by the County and applicant. Our scope of work assumes that over the 12-month duration of the EIR, 12 monthly meetings will be attended by Rincon's Project Manager. Additionally, our scope of work assumes that one technical expert will attend up to 4 of these meetings. On weeks when a meeting is not scheduled, Rincon's Project Manager will provide a weekly e-mail update, or will lead a weekly telephone meeting to review progress and discuss issues. The proximity of our Monterey office to County offices and proximity of our San Luis Obispo office to the project site will facilitate responsive and efficient meeting attendance. We will work closely with the County for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner.

Task 14 – Assemble Administrative Record

Rincon Consultants will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format.

PROJECT SCHEDULE

Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 20 weeks of the Kickoff Meeting, and the EIR process to be concluded within approximately 12 months (see Anticipated Schedule table following this section).

Kickoff Meeting: Rincon will arrange and manage a project kickoff meeting within one week of the notice of contract award. This meeting will likely include County staff, possibly members of the applicant team (if determined appropriate by the County), and key members of the consultant team.

Notice of Preparation: Rincon will prepare a draft Notice of Preparation (NOP) for County review within one week of the kickoff meeting. The scoping meeting will be held within the 30-day NOP review period. This schedule assumes that preparation of the project description and ADEIR will be initiated concurrent with the 30-day public review period for the NOP.

Administrative Draft Project Description: Within two weeks of the kickoff meeting, Rincon will submit the draft project description for staff review. The project description will contain information required by CEQA Guidelines Section 15124 and will form the basis for all technical analysis. Rincon assumes a two-week review period by the County.

Draft Project Description: Rincon will revise the Project Description based on County comments and submit a Draft Project Description within one week. Thus, we assume that the project description will be approved by the County five weeks after the Kickoff Meeting.

Administrative Draft EIR: The Administrative Draft EIR will be completed within 15 weeks of County approval of the EIR project description, assuming that all technical information has been provided to allow us to complete our analysis in a timely fashion. The technical peer reviews and technical study will be completed within this timeframe. This schedule assumes delivery of the ADEIR about 20 weeks after the kickoff meeting.

Screencheck Draft EIR: Assuming that the County will deliver comments on the Administrative DEIR within three weeks, Rincon will produce the Screencheck Draft EIR within four weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

Draft EIR: Assuming that the County will deliver comments on the Screencheck Draft EIR within one week, Rincon will produce the Draft EIR within one week of receipt of staff screencheck comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result. This schedule would allow for publication and initiation of public review approximately 29 weeks after the kickoff meeting.

Administrative Final EIR: Within six weeks of the close of the Draft EIR circulation period (this period is assumed to extend for seven weeks) and receipt of all written and oral comments, Rincon will deliver a Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review. This milestone is expected to be reached 42 weeks after the kickoff meeting, assuming a seven week public review period for the Draft EIR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Screencheck Final EIR: Assuming that the County will deliver comments on the Administrative FEIR within three weeks, Rincon will produce the Screencheck Final EIR within two weeks of receipt of staff comments.

Final EIR: Assuming that the County will deliver comments on the Screencheck Final EIR within one week, Rincon will produce the Final EIR within one week of receipt of staff screencheck comments. This schedule would allow for circulation of the Final EIR approximately 50 weeks, after the kickoff meeting. Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 12 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

EIR PREPARATION		
Milestone	Scheduled Duration Date	Expected Completion Date
NOP / Scoping Meeting / Project Description / ADEIR Preparation (5 Months)	13 March 20, 2013	August 23, 2013
ADFEIR County Review (3 weeks)	August 26, 2013	September 13, 2013
DEIR Preparation (4 weeks)	September 16, 2013	October 14, 2013
DEIR Screen check Review (5 Days)	October 14, 2013	October 18, 2013
DEIR Production (5 days)	October 21, 2013	October 25, 2013
DEIR Circulation (50 days)	October 28, 2013	December 16, 2013
FEIR Preparation (6 weeks)	December 16, 2013	January 27, 2014
ADFEIR County Review (3 weeks)	January 27, 2014	February 14, 2014
FEIR Screen Check Review (5 days)	February 17, 2014	February 21, 2014
FEIR Production (5 days)	February 24, 2014	February 28, 2014
FEIR Circulation (10 days min before hearing)	March 3, 2014	March 14, 2014
PROJECT CONSIDERATION		
PC Staff Report Preparation	March 2, 2014	March 26, 2014
PC Hearing and EIR Certification and CDP Approval		April 9, 2014
PC Hearing (2 nd) (If needed or continued)		April 30, 2014
Board of Supervisors Staff Report	May 5, 2014	May 23, 2014
Board of Supervisors Hearing		June 24, 2014
NOD to be filed		June 25, 2014
CEQA Appeal Period	June 25, 2014	July 25, 2014


(Contractors' Initials)

3/26/2013
(Date)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey - California Flats Solar Project EIR

Cost Estimate

Revised 2/21/2013

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Sr. Principal \$210/hour	Principal \$170/hr	Proj. Mgr./Sr. Planner II \$130/hour	Env. Sci. III \$95/hour	GIS Specialist \$85/hour	Clerical \$55/hour
1. Project Initiation and Data Collection (includes 5 meetings)	\$6,810	52	2	8	32	8		2
2. Notice of Preparation	\$980	9		1	2	4	2	
2.1 Community Scoping Meeting	\$2,680	20		8	8		2	2
3. Technical Peer Review								
3.1. Preliminary Biologic Report, Conceptual Restoration Plan for Project Decommissioning, Final Biologic Report, and Forest Management Plan	\$7,930	68	2	12	12	40		2
3.2. Traffic Impact Analysis Report								
3.3. Preliminary Drainage Report								
3.4. Phase 1/Phase 2 Archaeological Investigation Report	\$8,535	72		4	32	34		1
3.5. Air Quality/Greenhouse Gas Emissions Assessment	\$3,520	28		4	16	8		
3.6. Visual Impact Assessment	\$3,220	24	2	2	16	4		
4. Technical Reports								
4.1 Acoustical Analysis	\$4,065	34		2	18	10	2	1
5. Responsible Agencies/Trustee Agencies/Other Agency Contacts	\$2,970	21	1	4	16			
6. Administrative Draft Project Description	\$3,995	36	1	4	8	14	8	1
7. Draft Project Description	\$1,415	12		2	2	4	2	1
8. Administrative Draft EIR								
8.1 Executive Summary	\$2,500	23	1	2	6	10		4
8.2 Introduction and Environmental Setting	\$2,330	22		2	6	8	4	2
8.3 EIR Impact Analysis								
Aesthetics	\$2,280	20	1	1	6	8	4	
Agricultural Resources	\$4,420	37	1	2	20	8	8	
Air Quality	\$2,470	21	1	2	6	12		
Biological Resources	\$5,310	48	2	4	8	28	6	
Cultural Resources	\$3,660	33	1	2	8	20	2	
Geology/Soils	\$3,590	32	2	2	8	18	4	
Greenhouse Gas Emissions	\$3,110	27	1	2	8	16		
Hazardous and Hazardous Materials	\$3,610	33	1	2	6	24		
Hydrology/Water Quality	\$3,780	35	1	2	6	24	2	
Land Use and Planning	\$4,870	43	1	2	16	20	4	
Noise	\$2,020	18	1	1	4	10	2	
Public Services	\$3,180	30	1	1	4	24		
Transportation/Traffic (Rincon Labor Only)	\$2,320	21	1	2	4	6	8	
Utilities and Services	\$1,400	12	1	1	2	8		
Effects Found Not to Be Significant	\$1,840	13	1	2	4	6		
8.4 Alternatives (3)	\$5,920	55	1	4	16	24	4	6
8.5 Other CEQA-Required Sections	\$1,710	16		1	6	8		
9. Draft EIR								
9.1 Revise ADEIR Based on Staff Comments	\$5,740	50	2	4	16	24	2	2
9.2 Draft EIR Publication	\$3,460	35	1	2	6	16	2	8
10. Administrative Final EIR and MMRP								
10.1 Administrative Final EIR/Responses to Comments	\$8,160	72	2	6	24	32	4	4
10.2 Draft Mitigation Monitoring and Reporting Program	\$2,210	19	1	2	4	12		
11. Final EIR								
11.1 Revise AFEIR Based on Staff Comments	\$4,570	40	2	4	12	16	2	4
11.2 Publication of Final EIR	\$2,840	30	1	3	6	8		14
12. CEQA Findings	\$5,200	44	2	6	12	22		2
13. Meetings and Hearings (24)	\$13,740	102		12	60			
14. Assemble Administrative Record	\$1,890	15	1	2	8	2		2
Project Management/Coordination	\$11,380	80	6	20	60			4
Subtotal Labor (Base Fee):	\$165,210	1,401	48	148	632	638	72	62
Additional Costs								
Hexagon Transportation Consultants, Inc. - Traffic Peer Review and Analysis	\$9,940							
Ecological Studies - Biological Impact Analysis Peer Review	\$4,869							
Wallace Group - Preliminary Drainage Report Peer Review	\$8,600							
Printing: ADEIR	\$640							
DEIR	\$2,760							
AFEIR	\$820							
FEIR	\$3,630							
Supplies, Mileage, and Miscellaneous Expenses	\$5,781							
General & Administrative	\$5,705							
Subtotal Additional Costs (Base Fee):	\$43,735							
TOTAL LABOR + ADDITIONAL COSTS	\$208,945							

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Biological, and Planning Services

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

Professional and Technical Personnel

	<u>Rate</u>
Principal II.....	\$ 210/hour
Principal I.....	\$ 170/hour
Senior/Supervising Environmental Scientist/Planner/Biologist II.....	\$ 150/hour
Supervising Environmental Scientist/Planner/Biologist I.....	\$ 140/hour
Senior Environmental Scientist/Planner/Biologist II.....	\$ 135/hour
Senior Environmental Scientist/Planner/Biologist I.....	\$ 120/hour
Environmental Scientist/Planner/Biologist III.....	\$ 105/hour
Environmental Scientist/Planner/Biologist II.....	\$ 90/hour
Environmental Scientist/Planner/Biologist I.....	\$ 70/hour
Environmental Technician.....	\$ 60/hour
Environmental Field Aide.....	\$ 55/hour
Senior GIS Specialist.....	\$ 105/hour
GIS Specialist.....	\$ 85/hour
CAD Specialist.....	\$ 70/hour
Graphic Designer.....	\$ 70/hour
Technical Editor.....	\$ 80/hour
Clerical/Administrative Assistant.....	\$ 55/hour
Production Technician.....	\$ 55/hour

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

Photocopying and Printing

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

Reimbursable Expenses

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

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use. For transportation in employee-owned automobiles, automobile mileage will be charged at the current standard IRS rate. Rental vehicles will be billed at cost plus 15%.

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
RINCON CONSULTANTS, INC.**

Equipment Schedule for Environmental, Biological, and Planning Services

Equipment	Rate	Unit
Environmental Site Assessments		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 95	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Photographic Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large	\$ 1.50	Each per trap cycle
Mammal trap, small	\$ 0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand	\$ 10	Day
Net, large seine	\$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Offroad 4x4 Mule	\$ 75	Day
Sound Level Meter	\$ 50	Day
Standard Field GPS	\$ 5	Day

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 or monthly (by the tenth day of the month) and shall include the following:

1. Invoice Coversheet

Rincon Consultants, Inc.
California Flats Solar Project Environmental Impact Report

Date: _____

Invoice No. _____

Agreement Term: March 13, 2013 – December 31, 2014

Agreement Amount: \$282,075.75. (\$208,945.00 base budget plus \$75,130.75 project contingency)

This Invoice:	1.	\$6,810.00	Project Initiation and Data Collection	_____
	2.	\$ 980.00	Notice of Preparation Meeting	_____
	2.1	\$2,680.00	Community Scoping Meeting	_____
	3.		Technical Peer Review	_____
	3.1	\$7,930.00	Biotic Report and Forest Management Plan, etc.	_____
	3.2	*	Traffic Impact Analysis Report	_____
	3.3	**	Preliminary Drainage Report	_____
	3.4	\$8,335.00	Phase 1 / 2 Archaeological Investigation Report	_____
	3.5	\$3,520.00	Air Quality/Greenhouse Gas Emissions Assessment	_____
	3.6	\$3,220.00	Visual Impact Assessment	_____
	4.		Technical Reports	_____
	4.1	\$4,065.00	Acoustical Analysis	_____
	5.	\$2,970.00	Responsible Agencies/Trustee Agencies/Other Agency Contacts	_____
	6.	\$3,995.00	Administrative Draft Project Description	_____
	7.	\$1,415.00	Draft Project Description	_____
	8.		Administrative Draft EIR	_____
	8.1	\$2,500.00	Executive Summary	_____
	8.2	\$2,330.00	Introduction and Environmental Setting	_____
	8.3		EIR Impact Analysis	_____
		\$2,260.00	Aesthetics	_____
		\$4,420.00	Agricultural Resources	_____
		\$2,470.00	Air Quality	_____
		\$5,310.00	Biological Resources	_____
		\$3,660.00	Cultural Resources	_____
		\$3,590.00	Geology/Soils	_____
		\$3,110.00	Greenhouse Gas Emissions	_____
		\$3,610.00	Hazards and Hazardous Materials	_____
		\$3,780.00	Hydrology/Water Quality	_____
		\$4,870.00	Land Use and Planning	_____
		\$2,020.00	Noise	_____

*See Additional Costs

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

This Invoice:		\$3,180.00	Public Services	
		\$2,320.00	Transportation/Traffic (Rincon Labor Only)	
		\$1,400.00	Utilities and Services	
		\$1,640.00	Effects Found Not to Be Significant	
	8.4	\$5,920.00	Alternatives (3)	
	8.5	\$1,710.00	Other CEQA-Required Services	
	9.		Draft EIR	
	9.1	\$5,740.00	Revise ADEIR Based on Staff Comments	
	9.2	\$3,460.00	Draft EIR Publication	
	10.		Administrative Final EIR and MMRP	
	10.1	\$8,160.00	Administrative Final EIR/Responses to Comments	
	10.2	\$2,210.00	Draft Mitigation Monitoring and Reporting Program	
	11.		Final EIR	
	11.1	\$4,570.00	Revise AFEIR Based on Staff Comments	
	11.2	\$2,840.00	Publication of Final EIR	
	12.	\$5,200.00	CEQA Findings	
	13.	\$13,740.00	Meetings and Hearings (24)	
	14.	\$1,890.00	Assemble Administrative Record	
		\$11,380.00	Project Management/Coordination	
			<u>Additional Costs</u>	
			Hexagon Transportation Consultants, Inc. -	
	*	\$9,940.00	Traffic Peer Review and Analysis	
			Ecological Studies -	
		\$4,969.00	Biological Impact Analysis Peer Review	
	**	\$8,600.00	Wallace Group - Preliminary Report Peer Review	
			Printing	
		\$640.00	ADEIR	
		\$2,750.00	DEIR	
		\$820.00	AFEIR	
		\$3,530.00	FEIR	
			Miscellaneous	
		\$6,781.00	Supplies, Mileage, and Miscellaneous Expenses	
		\$5,705.00	General & Administrative	
Grand Total:				\$208,945.00

Remaining Balance \$ _____

Approved as to Work/Payment: Taven M. Kinison Brown, Senior Planner Date _____

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2. Invoice Detail

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

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$73,130.75) requires the prior written approval of the Director of Planning and the Project Applicant.

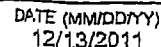
A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

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

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

Unless he denies the recommended transfer, the Director or Assistant Director of Planning will ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

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



(714) 685-3200

LEGENDS ENVIRONMENTAL INS.SVCS,LLC
.2185 N.GLASSELL STREET
ORANGE, CA 92865
LICENSE #OC79875

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

RINCON CONSULTANTS, INC.
180 NORTH ASHWOOD AVENUE
VENTURA, CA 93003

INSURERS AFFORDING COVERAGE

LAIGH

INSURER AT AMERICAN SAFETY INDEMNITY COMPANY

IX	
----	--

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

Serial-#

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

INSR LTR	ADD'L NSR'S	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WORK STATUS LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PROF LIABILITY/CLMS MDE TRANSPORTATION COV./CLMS MDE	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08. 4,000,000 AGG. 3,000,000 EA OCC (PL) 1,000,000 AGG 1,000,000 PER OCC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED'S WITH RESPECTS TO WORK PERFORMED FOR THEM BY THE NAMED INSURED.
INSURANCE IS PRIMARY

*EXCEPT 10 DAYS NOTICE FOR NONPAY OF PREMIUM

CERTIFICATE HOLDER

COUNTY OF MONTEREY
CONTRACTS PURCHASING DEPT.
168 WEST ALISAL STREET, THIRD FLOOR
SALINAS, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF THIS PAGE: THIS IS A
 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF THIS PAGE: THIS IS A
 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF THIS PAGE: THIS IS A
 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF THIS PAGE: THIS IS A

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

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

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

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

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin PHONE (A/C No. Ext): (805) 585-6732 FAX (A/C No.): (805) 585-6200 E-MAIL: swilson@twiw.com ADDRESS: swilson@twiw.com
INSURED Rincon Consultants Inc. 180 N. Ashwood Avenue Ventura CA 93003	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Ins Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 13/14 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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

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

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Shore/DEBBIE

ACORD 25 (2010/05)

INS025 (201005).01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
Blanket waiver

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2 % of the California workers' compensation Standard premium subject to a minimum earned premium of \$500.00.

Schedule

Person or Organization

Any person or organization to whom you are obligated by valid written contract wherein you have agreed to furnish this endorsement.

Job Description

Any and all operations performed by the insured.

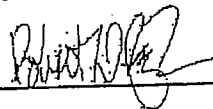
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/01/2013
Insured Kincon Consultants Inc.

Policy No. EQB0201324
Insurance QBE Ins Corp

Endorsement No. 000

Countersigned By





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2012

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

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

PRODUCER Insurance Solutions License #0746539 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675	CONTACT NAME: Laura Schaefer
	PHONE (949) 348-7400 FAX (949) 348-2373
INSURED Rincon Consultants, Inc. 180 N. Ashwood Ave Ventura CA 93003	E-MAIL ADDRESS: LauraS@ins-solutions.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Golden Eagle Insurance 10836
	INSURER B: Hartford Fire Ins Co 19682
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 12/13 BA, 12/13 WC	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		EA107B780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	72WECFZ9243	2/1/2012	2/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Monterey, its officers, agents, and employees are named as additional insured per the Commercial Auto Gold Endorsement attached.
Waiver of Subrogation applies to workers compensation per the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
County of Monterey Contracts/Purchasing Department 168 West Alisal Street Third Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	T Alessandra/BRITTEK Tony Acosta

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties; interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio; visual or data electronic devices designed for use with audio, visual or data electronic equipment;
- b. Equipment designed or used for the detection or location of radar;
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2 a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

- (1) How, when and where the accident or loss took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5:

We waive any right of recovery we may have against any additional insured under Coverage A. 1, Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. Is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.