

**AMENDMENT NO. 10
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 10 to Professional Services Agreement No. A-11914 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-11914 with County on February 9, 2011 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 5, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$69,448 which resulted in a total not to exceed amount of \$369,448 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 11, 2017 (hereinafter, "Amendment No. 8", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for four (4) additional months through September 30, 2018 and to increase the amount by \$91,500 which resulted in a total not to exceed amount of \$460,948; and

WHEREAS, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

WHEREAS, the EIR has not been completed for the Project; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional tasks related to updates to the water supply and traffic analysis studies to complete the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$70,278 for a total amount not to exceed \$531,226 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 10.

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, A-1, A-2 and A-3** in conformity with the terms of this Agreement.
2. Amend Paragraph 2, "**Payments by County**", to read as follows:

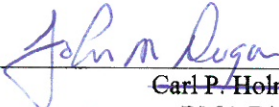
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2 and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$531,226.
3. Amend Paragraph 4, "**Additional Provisions/Exhibits**", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 10 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 10 are incorporated into the Agreement and this Amendment No. 10.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

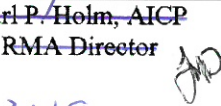
COUNTY OF MONTEREY

CONTRACTOR*

By:



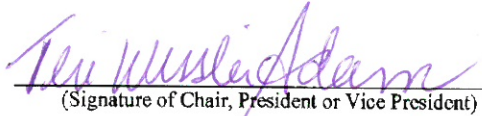
John M. Dugan, AICP
RMA Deputy Director of Land Use and Community Development
Date: April 4, 2019



Carl P. Holm, AICP
RMA Director

EMC Planning Group, Inc.

Contractor's Business Name

By: 

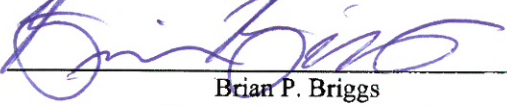
(Signature of Chair, President or Vice President)

Its: Teri Wissler Adam, Vice President

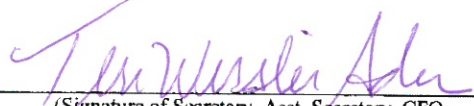
(Print Name and Title)

Date: January 22, 2019

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: 

Brian P. Briggs
Deputy County Counsel

By: 

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

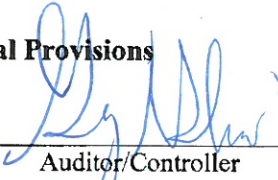
Its: Teri Wissler Adam, Secretary

(Print Name and Title)

Date: January 22, 2019

Date: 3-11-19

Approved as to Fiscal Provisions

By: 

Auditor/Controller

Date: 3-12-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

BACKGROUND

CONTRACTOR shall provide additional effort and costs associated with the preparation of the Moss Landing Community Plan (MLCP) Update (Project) Environmental Impact Report (EIR). Specific costs are additional tasks and technical report updates related to the need for a revised water supply study, updated traffic impact analysis, and revisions to the EIR to reflect possible changes to the Moss Landing Business Park (MLBP) description and an additional meeting at County offices to discuss the process to best address issues that may be determined significant and unavoidable, specifically water supply and traffic.

A detailed description of the methodology to be used to continue to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work to update the tasks associated with the Project, as set forth below:

Task 1 Administration/Management

1.6 Administration 2018 - 2020

In accordance with the terms on page 35 of this Agreement, CONTRACTOR requests an amendment to the Agreement due to the significant expansion of the original scope and term of the Agreement. CONTRACTOR requests an additional administrative budget in the amount of \$5,780 for additional administrative work through May 31, 2020 to complete the Project.

Please refer to the budget summary table by task and the Cost Proposal at the end of this scope.

1.7 Strategy Meeting

CONTRACTOR shall meet with County staff to discuss an approach to two (2) issues for which a determination of a significant and unavoidable impact may be made: water supply and traffic. This meeting is in addition to the meeting included in Amendment No. 8 to the Agreement, reserving that meeting for review of work products.

Groundwater supplies are over drafted and may not meet the demand anticipated for build-out of the MLCP. In a previous version of the MLCP, policy was written to address phasing of development within the constraints of the water supply. Although recycled water is used for agricultural irrigation to forestall sea water intrusion, and desalinated water facilities are proposed that could provide water to Moss Landing, the EIR's presentation on the timing for delivery of desalinated water should be discussed. Attendance by a Senior Engineer from CONTRACTOR's water sub-consultant, Todd

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Groundwater (formerly known as Todd Engineers), is included at an estimated cost of \$1,810.

Traffic on State Route 1 (SR1) operates well below operational standards for a State highway, and intersections with SR1 are equally affected by heavily congested conditions and delayed turning movements. The certified MLCP calls for expansion of SR1 to four (4) lanes, which is assumed to relieve traffic congestion. Due to discussions with California Coastal Commission (CCC) staff, SR1 is anticipated to remain at its current two (2) lane configuration, with limited improvements at the intersection in Moss Landing. Both the policy change and actual operational conditions are likely to result in significant effects, and how those effects are characterized and mitigated should be discussed. Attendance by a Senior Associate from CONTRACTOR's traffic sub-consultant, Fehr and Peers, is included at an estimated cost of \$1,400.

This meeting will also be used to determine which version of the Administrative Draft EIR shall be used as a starting point for revisions and to clarify the content and presentation of the EIR as it relates to the four (4) specific projects as listed below:

1. Monterey Bay Aquarium Research Institute Master Plan
2. Moss Landing Marine Laboratories
3. Gregg Drilling
4. Storm Drain Master Plan

Task 3 Prepare Complete and Detailed Project Description

3.4 Changes to Project Description

The build-out capacity for the MLBP site may increase since the last version of the EIR was prepared and Amendment No. 8 to this Agreement was approved on December 11, 2017 which also included changes to the Project description. Additional funds are needed to update EIR references to the MLBP to ensure those are reflective of the larger build-out capacity now proposed, and that the EIR analysis remains accurate.

Task 5 Prepare Technical Studies

5.1 Conduct Traffic Impact Analysis (TIA) (Fehr & Peers)

5.1.b TIA Update

CONTRACTOR's traffic sub-consultant, Fehr & Peers, completed a TIA in December 2015 based on 2011 count data. Fehr & Peers recently conducted updated traffic counts and submitted a memorandum to County comparing these counts to previous count data. Counts had increased by ten percent (10%) or more between 2011 and 2018. In addition to changes in traffic volumes, the build-out capacity for the MLBP site may increase since the last TIA, and an update to the TIA is necessary. Fehr & Peers scope and cost is included as Attachment A. CONTRACTOR shall assist in finding and providing data for the TIA and incorporate the new information into the EIR.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Groundwater)

5.4.b Water Supply Study Update

CONTRACTOR's water sub-consultant, Todd Groundwater, prepared several versions of a water supply study. The most recent version was completed on December 5, 2015. The build-out capacity for the MLBP site may be increased since the last water supply was completed, and an update to the study is necessary. The Salinas Valley Groundwater Sustainability Plan, authorized by legislation signed less than three (3) months prior to completion of the last water supply study, is now underway and may provide additional data for the water supply study. Additionally, there is now more known about the desalination projects proposed to supplement the existing groundwater and recycled water supplies currently available in the Moss Landing-Castroville area. Because the industrial square footage may increase, Todd Groundwater's updated scope assumes the need to prepare the study in accordance with the requirements of California Water Code Section 10910 (Water Supply Assessments). Todd Groundwater's scope and cost is included in Attachment B. CONTRACTOR shall assist in finding and providing data for the water supply study and incorporate new information in the EIR. CONTRACTOR's water sub consultant's attendance at the Pajaro Sunny Mesa Board meeting for approval of the water supply assessment is included.

5.7 Sea Level Rise Study

The *Moss Landing Community Coastal Climate Change Vulnerability Report* (June 2017) has become available. CONTRACTOR shall review and incorporate information into the EIR.

Product Delivery and Schedule

CONTRACTOR shall prepare a revised schedule of tasks beginning with a second Administrative Draft EIR once Amendment No. 10 to the Agreement is approved and a date certain is known for completion of the updated MLCP and companion Coastal Implementation Plan. CONTRACTOR estimates a six (6) month completion from delivery of the updated MLCP and authorization to continue work through completion of the Administrative Final EIR. CONTRACTOR shall provide deliverables in electronic format to Shelley Glennon, Senior Planner, at glennons@co.monterey.ca.us unless otherwise noted.

The following table summarizes the budget of the tasks described above.

Amendment No. 10 Tasks	Sub-Consultant Budget	CONTRACTOR Budget
Task 1.6 – Administration 2018-2020		\$5,780
Task 1.7 – Strategy Meeting	\$3,210	\$4,820
Task 3.4 – Changes to Project Description		\$2,535
Task 5.1 - Traffic Impact Analysis	\$25,000	\$960
Task 5.4 – Water Supply Study	\$23,240	\$780
Task 5.7 – Sea Level Rise Study		\$1,275
Direct Costs (including overhead)		\$105
Sub-Consultant Overhead		\$2,573
Sub-Total	\$51,450	\$18,828
Grand Total		\$70,278

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Tasks detailed above shall be provided as noted. Additional services shall not be provided until the additional services are presented to County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will receive County's authorization to proceed with the additional services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an additional amount not to exceed \$70,278 for a total amount not to exceed \$531,226 (Base budget amount of \$486,212 and Project Contingency Budget amount of \$45,014) for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit A-3, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the tasks listed above and in the following Cost Proposal.

CONTRACTOR proposes payment for completed milestones as follows:

Milestone 1: Water Supply Study	\$24,402
Milestone 2: Traffic Impact Analysis	\$26,250
Milestone 3: Strategy Meeting	\$ 8,191
TOTAL:	\$58,843

Milestone 4: Remaining Administrative Costs - \$5,885, Data Coordination and Related EIR Revisions - \$1,740, Project Description Changes - \$2,535, and Sea Level Rise Revisions to the EIR - \$1,275, for a total amount not to exceed \$11,435, will be clearly identified as listed herein on a fourth invoice and upon completion of the services.

Travel reimbursement is included in Administrative Overhead. There shall be no further travel reimbursement allowed during this Agreement.

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

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update EIR - Cost Proposal for Amendment No. 10

Task	EMC Planning Group Inc.						Total Hours	Total Cost
Staff	Sr. Principal	Principal	Assistant Planner	Production	Administrative			
Billing Rate (Per Hour)	\$235.00	\$200.00	\$95.00	\$125.00	\$75.00			
Task 1.6 Administration 2018-2020	8	18	0	0	4	30	\$5,780.00	
Task 1.7 Strategy Meeting	12	10	0	0	0	22	\$4,820.00	
Task 3.4 Changes to the Project Description	0	10	3	2	0	15	\$2,535.00	
Task 5.1.b Traffic Impact Analysis Data Coord	0	1	8	0	0	9	\$960.00	
Task 5.4.b Water Supply Study Data Coordin	0	2	4	0	0	6	\$780.00	
Task 5.7 Incorporate New Sea Level Rise Stu	0	4	5	0	0	9	\$1,275.00	
Subtotal (Hours)	20	45	20	2	4	Total Hours	Total Cost	
Subtotal (Cost)	\$4,700.00	\$9,000.00	\$1,900.00	\$250.00	\$300.00	91	\$16,150.00	

Additional Costs	
Travel Costs	\$70.00
Miscellaneous	\$30.00
Administrative Overhead 5%	\$5.00
Total	\$105.00

Todd Groundwater - Report Update	\$21,040.00
Todd Groundwater - Strategy Meeting	\$1,810.00
Todd Groundwater - PSMWD Meeting	\$2,200.00
Fehr and Peers - Report Update	\$25,000.00
Fehr and Peers - Strategy Meeting	\$1,400.00
Subconsultant Overhead 5%	\$2,573.00
Total	\$54,023.00

Total Costs	\$70,278.00
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EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices for work products / deliverables / milestones under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____ Invoice No. _____

Original Agreement Term: May 4, 2010 to May 31, 2011
 Original Agreement Amount: \$ 300,000.00 (\$254,986.00 Base Budget plus \$45,014.00 Project Contingency)

Amendment No. 1: Term Extension to May 31, 2012

Amendment No. 2: Term Extension to May 31, 2013

Amendment No. 3: Term Extension to May 31, 2014

Amendment No. 4: Term Extension to May 31, 2015

Amendment No. 5: Term Extension to May 31, 2017

Amendment No. 6: \$69,448.00 (\$69,448.00 Base Budget plus \$0 Project Contingency)

Amendment No. 7: Term Extension to May 31, 2018

Amendment No. 8: \$91,500.00 (\$91,500.00 Base Budget plus \$0 Project Contingency)
 Term Extension to September 30, 2018

Amendment No. 9: Term Extension to May 31, 2020

This Invoice:

Task 1: Administration/Management

1.6 Administration 2018 - 2020

\$ 5,780.00 -CONTRACTOR

1.7 Strategy Meeting

\$ 4,820.00 -CONTRACTOR

\$ 1,400.00 -Traffic Sub-Consultant (Fehr & Peers)

\$ 1,810.00 -Water Sub-Consultant (Todd Groundwater)

Task 3: Prepare Complete and Detailed Project Description

3.4 Changes to Project Description

\$ 2,535.00 -CONTRACTOR

Task 5: Prepare Technical Studies

5.1.b Traffic Impact Analysis Update

\$ 960.00 -CONTRACTOR

\$ 25,000.00 -Traffic Sub-Consultant (Fehr & Peers)

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

		5.4.b Water Supply Update	_____
\$	780.00	-CONTRACTOR	_____
\$	21,040.00	-Water Sub-Consultant (Todd Groundwater)	_____
\$	2,200.00	-PSMWD Meeting (Todd Groundwater)	_____
		5.7 Sea Level Rise Study	_____
\$	1,275.00	-CONTRACTOR	_____
		Additional Costs	_____
\$	105.00	-Administrative Overhead	_____
\$	2,573.00	-Sub-Consultant Overhead (5%)	_____
Total:	\$	<u>70,278.00</u>	_____
Remaining Balance	\$	_____	_____

Approved as to Work/Payment: _____ Date: _____
Shelley Glennon, Senior Planner

2. Invoice Detail

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
 Resource Management Agency (RMA) – Finance Division
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800 or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

FEHR & PEERS

August 16, 2018

Richard James
EMC Planning Group
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Subject: Additional Transportation Services for the Moss Landing Community Plan Environmental Impact Report (EIR), in Moss Landing, California SJ11-1242

Dear Richard:

Thank you for the opportunity to submit this proposal to provide additional transportation planning and engineering services not covered under our current contract to support the Moss Landing Community Plan EIR.

The Moss Landing Community Plan project has been on hold since 2016 and Monterey County would like to now finalize it and the associated Environmental Impact Report (EIR). This will require an update the Transportation Impact Analysis (TIA) prepared in 2015 to include new intersection counts and updated forecasts. In addition, it is our understanding that the land use assumptions for the Community Plan have been refined and requiring the project trip generation estimates to be revised. The project descriptions for the three near-term developments (Monterey Bay Aquarium Research Institute (MBARI), Moss Landing Marine Lab (MLML), and Gregg Drilling) have not changed and we will rely on the previously prepared trip estimates for these three developments.

The analysis will include the four intersections previously analyzed in the TIA:

1. Highway 1 / Dolan Road
2. Highway 1 / Moss Landing (North)
3. Highway 1 / Moss Landing (South) – Potrero Road
4. Highway 1 / Merritt Road (Highway 183)

The intersections will be evaluated under the scenarios in the previous TIA:

Scenario 1: *Existing Conditions* – Existing traffic volumes obtained from April 2018 counts.



- Scenario 2a:** *Existing + MBARI conditions* – Existing volumes plus volumes generated by the MBARI development project.
- Scenario 2b:** *Existing + MLML conditions* – Existing volumes plus volumes generated by MLML development projects.
- Scenario 2c:** *Existing + Gregg conditions* – Existing volumes plus volumes generated by the Gregg Marine development project.
- Scenario 3:** *No Project Cumulative Analysis* – Year 2030 cumulative traffic volumes consisting of Existing volumes with through traffic adjusted by a growth factor, plus traffic from approved (but not constructed projects) within the Moss Landing Community Plan Area.
- Scenario 4:** *Community Plan Cumulative Analysis* – Year 2030 cumulative traffic volumes plus volumes generated by the full Community Plan build-out and the three individual development projects listed above (MBARI, MLML and Gregg).

Our scope of work to revise the Moss Landing Community Plan TIA is outlined below.

Scope of Work

Task 1 – Update Existing Conditions

We will update the analysis results for Existing Conditions (Scenario 1) with new intersection count data collected in April 2018. The intersection analysis will be conducted using Synchro analysis software incorporating analysis methods from the Highway Capacity Analysis HCM 6th Edition.

Task 2 – Develop Trip Generation Estimates for the Community Plan

We will update the trip generation estimates for the Community Plan area (not including MBARI, MLML, and Greggs Drilling) based on the new programming proposed by the Community Plan. Trip generation estimates will be developed using Institute of Transportation Engineers (ITE) rates or other engineering sources, as applicable.

Task 3 – Update Cumulative No Project Conditions

We will update the analysis for Cumulative No Project Conditions (Scenario 3) to the year 2030 by applying a growth rate. The growth rate will be determined using historical traffic counts and information from the Association of Monterey Bay Area Governments (AMBAG) travel demand model. We will confirm these growth rates with the County.



Task 4 – Update Plus Project Analysis scenarios

Based on the trip estimates from Task 2 and baseline scenarios developed in Task 1 and 3, we will conduct intersection level of service analysis for the four study intersections for Scenarios 2a, 2b, 2c, and 4.

Task 5 – Identify Impacts and Mitigation Measures

Significant impacts will be identified using appropriate criteria for each travel mode and circulation issue. Project impacts will be identified by comparing the results of the level of service calculations for Existing Conditions to the results for individual Project Conditions. Year 2030 (cumulative) impacts of the proposed Community Plan will be identified by comparing the results of the level of service calculations for Scenario 4 to Existing Conditions. County and Caltrans TIA guidelines will be used to identify impacts for their roadway facilities.

For significant impacts, feasible mitigation measures will be recommended to reduce impacts to a less than significant level where possible. Since there are proposed and planned improvements within the study area, an assessment will be made as to how well these improvements address either impacts or safety concerns. This assessment will be included in the study documentation.

Project impacts to the surrounding transit, bicycle, pedestrian facilities and parking will also be identified. Measures to mitigate project impacts on these facilities will be recommended including providing appropriate linkages to adjacent land uses, and improving facilities for all modes including bus turnouts, shelters, etc.

Task 6 – Update TIA Report

Based on the analysis results we will update TIA report. An administrative draft of the report will be submitted for review and comment. Fehr & Peers will address comments and make corrections to the document and prepare a draft report for review by County staff. Fehr & Peers will address County staff questions/comments and any corrections and prepare a final TIA for public review and circulation with the environmental document.

This proposal includes up to a total of 12 staff hours to respond to comments on the administrative draft and draft reports. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Richard James
August 16, 2018
Page 4 of 4



Task 7 - Respond to Comments

This proposal includes up to a total of 8 staff hours to respond to comments generated during the public review process of the environmental document. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Task 8 - Attend Meetings

Fehr & Peers will attend one public meeting (workshop or hearing). Attendance at additional public meetings or any project meetings will be conducted as an additional service.

Fee and Terms

The time-and-material budget to complete the tasks above is \$25,000, and includes all staff time, as well as direct expenses. This increases the total project budget to \$122,360. Additional services will be conducted with written authorization and billed on a time-and-materials basis. This agreement will be governed by the terms of our original contract dated February 8, 2011.

Should you have any questions, please feel free to call me at (408) 645-7014. Otherwise, please provide a contract amendment at your earliest convenience. We anticipate that we can complete the analysis outlined above within ten weeks after our receipt of a contract amendment or written notice to proceed. We appreciate the opportunity to continue to work with you on this project.

Sincerely,

FEHR & PEERS



Franziska Church, AICP

Senior Associate



January 6, 2019

MEMORANDUM

Transmitted via e-mail

To: Richard James, EMC Planning Group

From: Kate White, PE and Iris Priestaf, PhD, President

Re: Revised Proposal to Update the Water Supply Assessment for the Moss Landing Community Plan, Moss Landing, California

Todd Groundwater (previously called Todd Engineers) has prepared various versions of a Water Supply Assessment (WSA) or a Water Supply Evaluation (WSE) for the Moss Landing Community Plan (MLCP or Project) over the last seven years. The most recent is the December 4, 2015 Public Draft Update WSE. Since 2015, changes have occurred to the proposed MLCP, including an increase in industrial square footage that warrants an updated WSA.

This proposal outlines the scope and estimated costs to update our 2015 MLCP WSE. The proposed increase in additional square footage at the Moss Landing Business Park may trigger the need for a full Water Supply Assessment (rather than a Water Supply Evaluation) in accordance with California Water Code Section 10912(a)¹ because the increase in square footage at the Moss Landing Business Park may be over 650,000 square feet (sf). The provided cost estimate includes increased detail needed to comply with the full WSA reporting requirements.

The California Water Code Section 10910 (also termed Senate Bill 610 or SB610) requires that a WSA be prepared for a project that is subject to the CEQA and is considered a project subject to SB610 as defined in Water Code Section 10912. The MLCP is subject to CEQA and is a project according to Water Code Section 10912 because it contains industrial land having more than 650,000 sf of floor space. This WSA will provide a comparison of projected water supplies and demands to form the basis for an assessment of water supply sufficiency for the Project. The analysis will extend to 2045 and address water demands in five-year increments and fulfill SB 610 WSA requirements. The Sustainable Groundwater Management Act (SGMA) and status of the Sustainable Groundwater Management Plan (GSP) being prepared by the Salinas Basin Sustainable Groundwater Agency (GSA) will be summarized as important context for water

¹(5) (A) industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sf of floor space except as otherwise provided in subparagraph (B)

resource planning and management in the Moss Landing area. We note that the basin is designated by DWR as critically overdrafted.

The following sections outline our scope of work, staffing, schedule, and budget for the WSA.

Scope of Work

Todd Groundwater will work closely with the Monterey County Resource Management Agency and EMC Planning Group, preparer of the Environmental Impact Report, to update the 2015 Public Draft Update of the WSE. The update will incorporate revised information regarding Project buildout size and water use as well as extending the projections to 2045 (from 2035). The baseline (current) water use may be updated from those of 2012 to current conditions, if warranted. The update also may include review of relevant GSP information as available. Our scope will be compliant with full WSA requirements and will follow the Department of Water Resources (DWR) *Guidebook* for Implementation of SB 610 and 221, where applicable.

Task 1 Data Acquisition and Review

In this task, we will acquire and review relevant updated information. We will request projected buildout conditions to update our MLCP Additional Water Demand Projections at Buildout table (Table 2 in the 2015 Public Draft Update WSE). This will include updated square footages of commercial and industrial development and updated number of residential units. We will also request projected water use rates for the additional development. If they are not available, we can use reasonable water use rates from similar developments. We will also request updated population projections to update Table 4 of the 2015 WSE to 2045.

Task 2 Water Supply and Demand Assessment

This task involves evaluation of water supply and demand for the Project during normal and drought conditions with projection to the year 2045. Water supply and demand will be compared to assess the sufficiency of water supply for the MLCP in light of the Moss Landing area's total water supply and demand. If the supply is deemed insufficient, we will appropriately document Pajaro Sunny Mesa Community Services District (PSMCSD) plans for water supply augmentation. A brief discussion of the County's policies regarding development in the MLCP area and a discussion of the Salinas Valley GSA Groundwater Sustainability Plan preparation status will also be included.

2a. Assess Water Demand. We will compare provided Project water demand numbers to general water duty factors to assess reasonableness of the Project water use estimates for the various water uses. If water demand numbers are not available, we will use reasonable estimates. Tables 1 and 2 of the 2015 WSE will be updated with the new Project information. In addition, Tables 5 and 6 of the 2015 WSE will be updated with updated current and projected PSMCSD demand information.

2b. Assess Water Supply. Groundwater is the existing source of supply; accordingly, we will update the documentation of groundwater required by Water Code Section 10910 with updated information (Table 9 of the 2015 WSE) and any insights from the GSP process. The climate data in the 2015 WSE will be updated from 2012 to current conditions (Figure 4 and

Table 3 of the 2015 WSE). A summary table will document existing and planned water supplies in 5-year increments to 2045 (update of Table 7 in the 2015 WSE). The analysis will address water supply for normal and dry years (update Table 8 in the 2015 WSE).

2c. Comparison of Supply and Demand and Sufficiency Determination. The WSA will provide a discussion of the sufficiency of water supply for the Project. This will involve comparison of total water supply and demand for the PSMCSD service area with and without the Project under normal conditions with a projection in 5-year increments to 2045. The discussion will also address the projected water supply and demand under single-year and multiple-year drought conditions (update Tables 8 and Table 10 of 2015 WSE).

2d. Potential Mitigations

If the analysis indicates that water supply is insufficient, we will describe ongoing water management planning and PSMCSD plans for acquiring additional water supply. Brief discussions will be included of the County's policies regarding development in the MLCP area and the Salinas Valley GSA GSP preparation status with emphasis on potential projects that will affect the Moss Landing area.

We will work with the County and EMC to identify potential project alternatives, such as a reduction in proposed development, that would reduce overall Project water use. This may be in the form of a simple table showing various reductions in Project development and the associated reduction in proposed water use. The table may also include the option of a phased approach to the development where later phases may only occur if alternative water supplies are secured or regional efforts to resolve overdraft are amenable to more water use.

Task 3 Reporting

3a. Administrative Draft. We will provide the County and EMC with an administrative draft version of the report for internal review. The text of the report will be concise and focused on relevant tables. For purposes of costing, we assume submittal of an electronic version of the report (pdf).

3b. Draft Report. Comments on the Administrative Draft WSA will be incorporated and the Draft Report will be provided to the County and EMC. For purposes of costing, we assume submittal of an electronic version of the draft report (pdf).

3c. Final Report. We will address comments on the Draft WSA and subsequently submit a final WSA in electronic format to the County and EMC. The costs for this task assume minimal comments on the WSA.

Task 4 Project Coordination and Meetings

This task includes project management and coordination among Todd Groundwater, County staff, and EMC; we assume that much communication will occur via email. We have included attending two meetings in our scope and budget. One meeting would be a County staff strategy meeting in Salinas and the other meeting would be a PSMCSD Board meeting in Royal Oaks. We would be happy to support the County and EMC in additional meetings on a time and materials basis.

Staffing

Kate White, Senior Engineer, will serve as project manager with responsibility for the accurate and timely completion of the Project within the cost estimate. She will be assisted by other staff as needed. Iris Priestaf, PhD, President, will provide project oversight.

Schedule

We can complete the Administrative Draft WSA within eight weeks of notice to proceed, assuming timely provision of needed information.

WSA Budget

Our proposed budget for the WSA is \$25,050. This budget assumes no significant changes in the project description in terms of water demand during the WSA process. Todd Groundwater submits monthly invoices on a time and materials basis and we regard this as a not-to-exceed budget. If we complete the project under the budget, unused funds will not be billed.

Task 1 Data Acquisition and Review	\$ 2,600
Task 2 Water Supply and Demand Assessment	\$ 8,690
Task 3 Reporting	\$ 8,030
Task 4 Project Coordination and Meetings	\$ 5,730
Total:	\$25,050

We appreciate the opportunity to continue to work with EMC and Monterey County RMA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2018

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 have ADDITIONAL INSURED provisions or 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 Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-8117		CONTACT NAME: Monique Thanos, CIC PHONE (A/C, No, Ext): (831) 824-1234 FAX (A/C, No): (831) 824-4805 E-MAIL ADDRESS: moniquet@carmelinsurance.com	
INSURED EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Nationwide Mutual INSURER C: Republic Indemnity INSURER D: INSURER E: INSURER F:	
		NARC # 23787 9999	

COVERAGES **CERTIFICATE NUMBER:** GL, Auto, WC, Excess **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	ADDRESS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Deductible/Occurrence GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		FEIECC2432501	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ACP3078546333	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FEIEXS2432601	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	18205509	12/01/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE <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
A	Professional Liability Claims Made Retroactive Date 8/22/02		FEIECC2432501	12/01/2018	12/01/2019	Each Wrongful Act/Claim \$2,000,000 General Aggregate Limit \$2,000,000 Deductible/Wrongful Act \$10,000

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

RE: All Work Performed on Behalf of Certificate Holder. Certificate Holder is Additional Insured under the General Liability per attached Endorsements CG2010 1001 & CG2037 1001. Primary Wording & Waiver of Subrogation per attached endorsements CG2001 0413 & CG2404 0509. Certificate Holder is Additional Insured under the Auto Liability per Attached Endorsement CA2048 1013 to include Primary Wording and Waiver of Subrogation per attached Endorsement AC7005 0316.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Its agents, officers & employees
 188 West Alisal Street
 3rd Floor
 Salinas CA 93901

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

AUTHORIZED REPRESENTATIVE

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EMC Planning Group, Inc.
Endorsement Number: 29

Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 12/1/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-01. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name and Address of Person or Organization:

The County of Montereyits agents, officers and employees; Contracts/Purchasing Department
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

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

- A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
2. Exclusions
- 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 site 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.



**Additional Insured – Owners, Lessees or Contractors –
Completed Operations**

This endorsement, effective 12/1/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name and Address of Person or Organization: The County of Monterey its agents, officers and employees; Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor Salinas, CA 93901
Location And Description of Completed Operations: Those project locations where this additional insured coverage is required by contract.
Additional Premium: <u>\$Applied</u>

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “products-completed operations hazard”.



EMC Planning Group, Inc.
Endorsement Number: 28

Primary and Noncontributory – Other Insurance Condition

This endorsement, effective 12/1/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from other insurance available to the additional insured.



EMC Planning Group, Inc.
Endorsement Number: 36

Waiver Of Transfer Of Rights Of Recovery Against Others to Us - Blanket

This endorsement, effective 12/1/2018, attaches to and forms a part of Policy Number FEI-ECC-24325-01. It modifies insurance provided under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium of \$Applied, it is agreed that the following changes are made to the Policy:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies Insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): THE COUNTY OF MONTEREY ITS AGENTS, OFFICERS AND EMPLOYEES
--

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

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A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

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

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Supplementary Payments of SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 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.

F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Supplementary Payments of the SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- 1. The Care, Custody or Control Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

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H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II - COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "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. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

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

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

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:

- a. \$100 for a covered "auto" you own of the private passenger type, or
- b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III - PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life Insurance, Health, Accident, or Disability Insurance purchased with the lease; and

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- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. 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 for under SECTION III - PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

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covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 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".

R. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

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.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

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 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 \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION - CANCELLATION applies except as follows:

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If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.