

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:
AMEC Environment & Infrastructure, 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 Huckleberry Hill Public Safety Radio Site

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 \$ 140,023.71.

3. **TERM OF AGREEMENT.** The term of this Agreement is from April 10, 2013 to January 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.

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All-Other Claims or Loss:

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Rita Bright, Project Manager Michael Henry, PhD, Project Manager/Biologist
Name and Title	Name and Title
County of Monterey, Resource Management Agency, 168 West Alisal Street, 2nd Floor Salinas, CA 93901	AMBC Environment & Infrastructure, Inc. 10670 White Rock Road, Suite 100 Rancho Conejo, CA 95670-6032 104 W. Anapamu St. Suite 204F Santa Barbara, CA 93101
Address	Address
(831) 755-8966	(805) 962-0992 X224
Phone	Phone

15. MISCELLANEOUS PROVISIONS

ag 3/22/13
18 3/25/13
(date)

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: Debra Dwyer
Purchasing Officer

Date: 22 April 2013

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Debra Dwyer
County Counsel

Date: 3-25-13

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name*

By: A.P. Goldschmidt
(Signature of Chair, President, or Vice-President)*

Aaron P. Goldschmidt, Vice President

Date: March 22, 2013
Name and Title

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

Date: _____
Name and Title

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

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COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name*

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

Date: _____
Name and Title

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

KENDRA H. SHERRIN VP Finance (CFO)
Name and Title

Date: MARCH 22, 2013

County Board of Supervisors' Agreement Number: _____

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COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

AMEC Environment & Infrastructure, Inc.

Contractor's Business Name*

By: _____

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

Aaron P. Goldschmidt, Vice President

Name and Title

Date: March 22, 2013

By: _____

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
Environmental Impact Report
for the Huckleberry Hill
Public Safety Radio Site



1 Approach to Scope of Work

1.A PROJECT UNDERSTANDING

Need for Project

AMEC Environment & Infrastructure, Inc. (AMEC) recognizes that the NEXT GENERATION (NGEN) project, of which the Huckleberry Hill Public Safety Radio Site is a part, was initiated in response to a mandate by the Federal Communications Commission (FCC) to narrowband emergency communications. The FCC established a deadline of January 1, 2013 to accomplish this system change, with a recent extension to June 2013. The NGEN project within Monterey County involves infrastructure updates at 18 sites, four of which require discretionary permits from the County and thus CEQA-compliant environmental review.

The Huckleberry Hill radio site provides service to the Monterey Peninsula region as well as Pebble Beach, Carmel-by-the-Sea and western portions of Carmel Valley. Huckleberry Hill is one of five sites in the system that uses a technology called "simulcast" in order to maximize coverage and spectrum efficiency. Simulcasting allows our scarce frequency resources to be reused at several radio sites but requires precise engineering to ensure that signals from the sites do not interfere with each other. There are engineering limits to the number of sites in a simulcast cell and the spacing allowed between them in order to function properly. The design required one site to provide coverage over a large area of the Monterey Peninsula. The only way to provide this coverage is from a site along the mountain ridge that separates Pebble Beach from the Cities of Monterey and Pacific Grove. Huckleberry Hill was selected due to its location on this ridge and because it is an existing County site.

Permitting History

The County originally prepared an Initial Study (IS) for the four sites requiring discretionary permits, and determined that a Mitigated Negative Declaration (MND) was the appropriate level of review. The MND was adopted in September 2012, with subsequent approval of Use Permits for all four sites. The findings and permit approval for the Huckleberry Hill site were appealed, and in December 2012 the Board of Supervisors granted the appeal and vacated the permit and MND for the Huckleberry Hill site, directing County staff to prepare an EIR pursuant to the provisions of Section 21080 of the Public Resources Code and Section 15064(f)(1) of the CEQA Guidelines.

1.B PROJECT APPROACH

Tasks necessary to compile CEQA-compliant documentation are outlined below.

Task 1 – Project Kickoff: The project initiation or kickoff process is critical to successful project completion. AMEC would perform initial background review of existing available documents such as the IS/MND, technical studies completed for the IS/MND, technical reports related to the NGEN network as a whole, and other available documents. AMEC's Project Manager and Deputy Project manager would attend the project kickoff meeting.

Task 2- Adapt IS/MND Project Description for Draft EIR and Develop Alternatives: AMEC would adapt the County's well-developed IS/MND project description, increasing the level of detail as appropriate for an EIR. The Project Description would include new graphics showing the proposed site layout and

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
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Public Safety Radio Site



elevations, as well as the greater NGEN network and coverage map. The project description will contain the project proposal, objectives, regional vicinity map, project location map, proposed site layout and elevations, a discussion of potential areas of controversy, and issues to be resolved. Mapping and discussion will include the overall NGEN project and the signal coverage for each NGEN site.

The draft project description would also contain the initial list of suggested project alternatives which would include the required No Project Alternative as well as up to two other alternatives. For maximum legal sustainability, the document would also include a robust “Alternatives Eliminated from Full Evaluation” section,

Potential alternatives include:

- *Alternative tower locations outside the proposed Huckleberry Hill site.* Given the advanced level of planning and design for the other NGEN tower locations, and the interdependent nature of the towers, it is likely that many alternative locations would require redesign of at least a portion of the overall NGEN system, with associated high costs.
- *Consolidation with other tower locations.* Depending on the technical requirements of the NGEN system, this may be best considered as an Alternative Eliminated from Full Evaluation.

Task 3– Prepare Administrative Draft EIR (ADEIR): AMEC will prepare and submit five (5) printed copies and one (1) electronic version of the ADEIR to County staff for review and comment. AMEC anticipates that the ADEIR will focus on aesthetics and land use issues, and that other resource areas have been for the most part adequately addressed in the IS/MND. For those resource areas that will not be further analyzed, AMEC will summarize the findings of the IS/MND, with minor updates and expansion as necessary. AMEC anticipates that each of those resource area sections would be approximately 2 to 3 pages in length. The EIR would also include standard CEQA sections such as growth inducement, climate change, and consistency with adopted plans and policies in addition to an analysis of the impacts associated with project alternatives and their comparison with project impacts. Key issues to be addressed in the ADEIR would include:

Aesthetics: AMEC would coordinate with VIZf/x, AMEC’s subconsultant, on preparation of the aesthetic impact analysis. Changes in visual contrast would be assessed from up to 4 locations along 17 Mile Drive as identified in coordination with the County, and from up to 5 adjacent residences in accordance with the Coastal Implementation Plan (section 20.147.070). Previously prepared photosimulations will not be used due to potential issues in their perspective identified by VIZf/x during bid preparation. Base photography will be collected as geo-referenced data accurate to ± 1 meter horizontally and 3 meters vertically. We will create a 3-dimensional computer model of existing terrain and major features that can be used to verify the accuracy of the simulations. A model of the proposed communications tower will also be created. The assembled model of the existing features and terrain together with the communications tower will be geo-referenced. Virtual cameras will be placed into the model to match the field of view, view angle and location of the base photography. Computer renderings from the virtual cameras will be generated that match the view angle, illumination and sun lighting characteristics of the base images. The computer renderings will then be composited to with the base photography and retouched to remove any existing trees slated for removal and masking of foreground objects. Evaluation of aesthetic impacts will consider potential mitigation through planting of additional trees for screening purposes, as well as contrast-reducing finishes on the monopole and existing lattice towers.

This analysis would be led by Project Manager Rita Bright.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
Environmental Impact Report
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Public Safety Radio Site



amec

Land Use:

To address potential Land Use impacts, AMEC would:

1. Review the Monterey County Local Coastal Program, related implementation plans and programs, and other applicable regulations including:
 - o Del Monte Forest Area Land Use Plan
 - o Del Monte Forest Coastal Implementation Plan
 - o Title 20 - Coastal Zoning Ordinance for the County of Monterey
 - o Other applicable agency regulations provided by the Monterey County Project Manager at project kick-off
2. Identify potential project inconsistencies with applicable land use plans, zoning regulations and other potentially significant land use impacts including:
 - o Land Use and Development Policies
 - o Scenic and Visual Resources Policies
 - o Cultural Resources Policies and Management Plans
 - o Hazards
 - o Forest Resources
 - o Environmentally Sensitive Habitat Areas
 - o Traffic and Circulation Plans
3. Identify potential mitigation measures based on planning policies and the impact findings of other resource analyses, which have a nexus with plans and policies.
4. Identify residual impacts after application of mitigation measures to the proposed project.
5. Create a Plans and Policies table that summarizes applicable planning policies associated with the project, in a user-friendly format for the Project EIR and/or inclusion in the project staff report.

This analysis would be led by Senior Land Use Analyst Julia Baucke.

Secondary Issues:

Most of the other resource areas appear to have no impacts or to have been adequately addressed in the IS/MND. However, for certain highly sensitive resource areas or those where changes in baseline conditions have occurred (e.g., construction of the 800,000 gallon water tank), AMEC proposes to conduct a limited level of additional analysis to ensure that the document is legally sustainable and addresses neighborhood concerns (Table 1).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
Environmental Impact Report
for the Huckleberry Hill
Public Safety Radio Site



Table 1. Secondary Issues to Be Discussed in the ADEIR

Issue Area	Approach
Noise	<ul style="list-style-type: none"> • AMEC has experience in assessing the noise impacts of emergency generators at a proposed fire station in a residential neighborhood of Santa Barbara County, and from many noise sources (e.g., trains, roadways, construction noise, etc.) on residential development in both urban and rural environments. • AMEC would describe sources and intensities of typical construction noise, identify the approximate noise contours associated with testing or operation of the emergency generator, and present those in the EIR with a discussion of the frequency of occurrence to support a finding of less than significant impacts.
Traffic and Transportation	<ul style="list-style-type: none"> • Based on discussions with County staff, construction of the 800,000 gallon water tank on an adjacent parcel will be completed before construction begins on the proposed project. • Thus, AMEC expects that the Construction Traffic Management Plan would only address the proposed project. • The EIR would present the rationale for that limitation and would update traffic mitigation measures as necessary to address resident concerns.
Air Quality/ Greenhouse Gases (GHGs)	<ul style="list-style-type: none"> • AMEC recommends that the County consider the emissions of the propane-fueled emergency generator proposed to be installed, at least at a screening level. • Although emissions from a propane-fuelled generator would be minimal, emissions from an emergency generator (diesel-fuelled) have been an issue of concern for residents near the proposed Montecito Fire Protection District Station 3. • On that project, AMEC coordinated with the local Air Pollution Control District allowed for straightforward screening of risk for nearby residents at a minimal cost to the District and resolved regulatory and community concerns. • It appears that emissions were not calculated for the IS/MND; AMEC would calculate pollutant and GHG emissions and present those in the EIR to support a finding of less than significant impacts.
Cultural Resources	<ul style="list-style-type: none"> • AMEC's Cultural Resource Specialist would peer review the Phase I investigation performed for the IS/MND. • Depending on the outcome of the peer review, AMEC may recommend a limited Phase I field investigation with shovel test pits within the area of disturbance (included as an optional task). • Although this does not appear to have been a controversial issue during the preparation of the IS/MND, the additional scrutiny and attention paid to EIRs may warrant this additional effort to avoid future delays.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
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amec

Cumulative Impacts: The discussion of cumulative impacts would focus on the visual and land use impacts related to the development of the new 800,000 gallon water tank on the adjacent parcel, including the removal of 74 trees. However, the cumulative discussion would also include the regional cumulative impacts of the other NGEN development, including beneficial cumulative effects on public services from enhanced emergency communications.

Task 4 – Prepare Draft EIR (DEIR): AMEC will prepare and submit twenty-five (25) printed and bound copies, three (3) printed unbound copies, and six (6) electronic version of the DEIR and appendices to County staff for review and comment. The DEIR will incorporate all County comments on the ADEIR and provide staff with an opportunity to verify the comments were adequately addressed. AMEC's proposal assumes that the County will perform all noticing for this project. AMEC could assist with noticing at the County's request and with payment of an additional fee.

Task 5 – Prepare Administrative Final EIR: AMEC will prepare a final EIR that responds to all agency and public comments, including those received at the public hearing, and develop a Mitigation Monitoring and Reporting Program (MMRP) consistent with County practices. AMEC will incorporate any needed changes into the text of the EIR and submit four (4) printed copies and one (1) electronic versions of the administrative final EIR to County staff for review.

Task 6 – Prepare Final EIR and MMRP: AMEC will incorporate changes to the administrative final EIR and MMRP suggested by County staff and publish twenty-five (25) printed copies, three (3) unbound copies, and one (1) electronic version of the final EIR in Web-ready HTML for posting on the County website.

Task 7 – Hearings and Meetings: AMEC's proposed budget assumes that the Project Manager would attend up to nine (9) meetings and public hearings. Generally, these meetings would be attended by AMEC's Deputy Project Manager. Bi-weekly conference calls are also proposed between AMEC's Project Manager, Deputy Project Manager, and County staff.

Task 8 – Findings: Detailed Findings (CEQA Guidelines Section 15091) and Statements of Overriding Considerations (CEQA Guidelines Section 15093), if required, are central to the legal defensibility of an EIR and project approval. AMEC's project management team has substantial experience preparing these documents. As an optional task, AMEC will prepare and distribute an electronic version the CEQA Findings and, if necessary, a Statement of Overriding Considerations for review and approval by County's Project Manager. After incorporation of edits, AMEC will prepare and distribute a final electronic version of the Findings and Statements of Overriding Considerations in Microsoft Word® and PDF file formats.

Task 9 – Extended Phase I Cultural Resource Survey: The scope for the optional Extended Phase 1 investigation, if necessary, would involve an AMEC archaeologist traveling to the site, conducting a detailed site walk to identify any surface features, and conducting three shovel test pits (STPs) in targeted locations to test for any buried resources. Each STP will be 50 centimeters in diameter and excavated in 20 centimeter levels to a maximum depth of 100 centimeters below the surface. If no archaeological materials are recovered in any given unit, excavations will stop at 50 centimeters below the surface. Additional STPs may be possible within proposed costs depending on soil and site conditions. Excavation and inspection of the STPs would require that soils are reasonably dry. We do not anticipate collecting any archaeological materials. Instead, if observed, quantities and types of archaeological materials will be noted on a standard STP form and returned to the unit. Each unit will be backfilled upon completion. It is assumed that the results of the previous Phase 1 Records Search would

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



be adequate to describe previous vicinity cultural resource investigations and that a new Records Search would not be required. More extensive site investigation such as auger borings (highly unlikely to be necessary) could be provided if necessary but are not included in the scope.

Environmental Review of Additional NGEN Sites: AMEC initially proposed and was selected to provide services on the Roberts Knoll and North County Landfill sites under the NGEN RFP. Should these services be requested in the future by the County of Monterey, Resource Management Agency – Planning, AMEC will provide a full Scope of Services and Cost Proposal to be amended into the Professional Services Agreement for this project.

1.C PROJECT CHALLENGES

Table 2. Issues Related to Huckleberry Hill Public Safety Radio Site EIR		
Potential Issue	Expected Controversy	Potential Resolution
Aesthetic Impacts	<ul style="list-style-type: none"> • Proximity of towers to residences • Height above treeline and visibility from 17 Mile Drive • Potential visibility with tree removal from water tank project 	<ul style="list-style-type: none"> • Use of screening vegetation as mitigation, contrast-reducing coatings
Land Use Consistency	<ul style="list-style-type: none"> • Visibility of towers from within Del Monte Forest • Potential commercial use of towers and future expansion without discretionary permits • Possession and use of tower by Cal-AM after lease end 	<ul style="list-style-type: none"> • Use of visual simulations • Potential mitigation to limit commercial use and expansion of towers for non-emergency reasons.
Project Alternatives	<ul style="list-style-type: none"> • Public requests for consideration of alternative sites or consolidation with other NGEN sites 	<ul style="list-style-type: none"> • Preparation of a robust "Alternatives Evaluated from Full Evaluation"; in compliance with CEQA; fully describe technical basis for consolidation or alternative site alternatives not considered.
Other Issues	<ul style="list-style-type: none"> • Effects on property values • Health effects 	<ul style="list-style-type: none"> • Not required to be addressed in CEQA documents, but recommend inclusion of electromagnetic field (EMF) exposure thresholds and discussion • Although not a CEQA issue, effects on property values may be a public/neighborhood concern. To address neighborhood compatibility issues, ensure appropriate, effective land use and aesthetics mitigation and accurate visual simulations. Optionally, conduct economic study on impacts of towers in other scenic residential locations.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
Environmental Impact Report
for the Huckleberry Hill
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2 Initial Budget

Assumptions: AMEC's cost proposal and schedule to prepare the Huckleberry Hill Public Safety Radio Site EIR for the County of Monterey are based on the County's Request for Proposals (12/27/2012), a conversation with Mr. Osorio (telephone communication, 1/22/2013), a teleconference with Mr. Osorio and Mr. John Ford (2/22/2013), suggested revisions to AMEC's preliminary scope of work received 3/12/2013, and a teleconference with Mr. Osorio and Ms. Shelley Dickinson on 3/15/2013. Given the scope of this project and the ability to incorporate substantial previous environmental analysis from the IS/MND, AMEC has provided a scope of work that builds upon existing studies and focuses on the issues the County Board of Supervisors directed – Aesthetic and Land Use analysis. AMEC is available upon request of County staff to discuss changes to the level of effort and schedule for deliverables. AMEC's proposal assumes that:

1. Project Manager Rita Bright, Deputy Project Manager Michael Henry would attend the Kickoff Meeting; Bob Staehle (VIZf/x) would attend remotely.
2. Bob Staehle (VIZf/x) would visit the project site and vicinity to collect base photographic images
3. Either Project Manager Rita Bright or Deputy Project Manager Michael Henry would attend the following meetings
 - a. One (1) scoping meeting in Pebble Beach
 - b. One (1) informational hearing with the Del Monte Forest Land Use Advisory Committee
 - c. Two (2) meetings at County offices to discuss comments on Administrative Draft EIR
 - d. Two (2) hearings before the Planning Commission
 - e. One (1) hearing before the Board of Supervisors
 - f. One (1) hearing before the Coastal Commission
 - g. One (1) site field trip with the Planning Commission
4. All technical studies completed for the IS/MND or during the permitting process (e.g., supporting studies for staff reports, etc) shall be provided to AMEC within one week of the contract initiation. Studies shall be provided in hard copy and electronic forms, as available.
5. Due to potential issues with the visual simulations prepared for the IS/MND, all simulations presented in the EIR would be the work of VIZf/x. Verification of simulations previously prepared is not included in the proposed cost, but could be provided at an additional cost.
6. Cost for aesthetic analysis is based on eight photo simulations. Time and budget are based on complete 3d data of the proposed structure being provided by the applicant. Additionally we assume adequate GIS data for georeferencing (e.g., road centerlines) will be available to facilitate a cross-check of the placement of the model within the photosimulations. Terrain data for the surrounding area is assumed to be based on US Geological Survey Digital Elevation Model (DEM) or Geographical Information Systems Seamless Image Database (GIS SID) data publicly available or provided by the County.
7. Analysis of cultural resources would include peer review of the existing Phase 1 Records Search by an AMEC archaeologist. Depending on the outcome of that peer review, AMEC will make a recommendation about whether an Extended Phase 1 investigation involving site inspection and STPs would be advisable. Such an effort is included as an optional task (Task 9) in the attached cost proposal.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal to Prepare an
Environmental Impact Report
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8. The optional task for the Extended Phase 1 investigation assumes that an AMEC archaeologist would travel to the site, conduct a detailed site walk to identify any surface features, and conduct three STPs in targeted locations to test for any buried resources. Each STP will be 50 centimeters in diameter and excavated in 20 centimeter levels to a maximum depth of 100 centimeters below the surface. If no archaeological materials are recovered in any given unit, excavations will stop at 50 centimeters below the surface. Additional STPs may be possible within proposed costs depending on soil and site conditions. Excavation and inspection of the STPs would require that soils are reasonably dry. We do not anticipate collecting any archaeological materials. Instead, if observed, quantities and types of archaeological materials will be noted on a standard STP form and returned to the unit. Each unit will be backfilled upon completion. It is assumed that the results of the previous Phase 1 Records Search would be adequate to describe previous vicinity cultural resource investigations and that a new Records Search would not be required. More extensive site investigation such as auger borings (highly unlikely to be necessary) could be provided at an additional cost. Costs for a Native American monitor, if necessary, have not been included.
9. Electronic or hard copy versions of relevant County documents will be provided in a timely manner to AMEC.
10. In order to minimize conflicting comments between County Departments, the County will consolidate department/division comments on draft document versions into a single package (assumed to be in Microsoft Word track changes format)
11. The County will be responsible for the preparation and distribution of all notices required by CEQA, including the Notice of Preparation/Scoping, Notice of Completion, Notice of Determination, and newspaper notices.
12. Substantive changes to the project description and/or alternatives by the County, once impact analyses have begun, will cause a slip in schedule and an equitable adjustment in cost.
13. AMEC assumes one major round of review and suggested edits of the administrative draft and administrative final EIR. Comments on "screencheck" versions are assumed to be limited to checking the accuracy and adequacy of AMEC's responses.
14. Time to address public and agency comments on public draft documents is based on preparing responses to up to 25 discrete topic area comments (per review cycle). If the responses to comments on administrative or draft documents require new data collection or additional field work or analyses beyond the stated scope of work, an equitable adjustment in the cost may be necessary. The budget to prepare screen check draft and final documents assumes editorial revision and not new analyses.
15. Document reproduction is estimated at \$100 per copy for the EIR based on inclusion of color graphics as needed.
16. AMEC is not responsible for any omission of data or analyses that are not provided or identified to AMEC by the County, its representatives, or contractors.
17. Special Biological, Geologic, Cultural Resource or hazards surveys, fieldwork, analyses, or requested special research or studies cannot be completed until the additional work is presented to the County and with County approval, amended into the Professional Services Agreement. Once the amendment to the PSA is fully executed, AMEC will be authorized to proceed with the described work.

The AMEC team has prepared a cost proposal on the following page that provides a detailed description of the level of effort – by task, and within each personnel category.



3 Timeline – Huckleberry Hill Project

Task Description	Duration	2013											
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Project Initiation and Kickoff Process	1 week												
Scoping Meeting (1)													
VIZfx acquires base photographs and builds digital model	3 weeks												
AMEC prepares Admin Draft Introduction, Project Description, and Alternatives	3 weeks												
County review of Admin Draft Introduction, Project Description, and Alternatives	2 weeks												
AMEC prepares Admin Draft EIR	6 weeks												
County review of Admin Draft EIR	3 weeks												
AMEC prepares and distributes Draft EIR	2 weeks												
Public Review Period (45 days)	45 days												
AMEC prepares Admin Final EIR and MMRP	2 weeks												
County review of Admin Final EIR	3 weeks												
AMEC prepares Findings and Statement of Overriding Considerations (optional)	1 week												
County reviews Findings and SOC	1 week												
AMEC prepares and prints Final EIR	1 week												
Public hearings and Board hearings for Final EIR certification	Nov - Dec 2013												

AMEC Environment & Infrastructure, Inc.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

AMEC Environment & Infrastructure, Inc.

Firm Fixed Price-Not to Exceed
DATE OF ESTIMATE: 3/20/13

FUNCTION	STAFF	HOURLY RATE	TASK 1 (0001)		TASK 2 (0002)		TASK 3 (0003)		TASK 4 (0004)		TASK 5 (0005)		TASK 6 (0006)		TASK 7 (0007)		TASK 8 (0008)		TASK 9 (0009)		Project Total (Including Optional Tasks)	
			HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST
Principal in Charge	Aaron Goldschmidt	\$240.00	4	\$ 960.00	1	\$ 240.00	2	\$ 480.00	1	\$ 240.00	1	\$ 240.00	0	\$ -	2	\$ 480.00	0	\$ -	1	\$ 240.00	12	\$ 2,880.00
Project Manager	Rita Bright	\$180.00	8	\$ 1,440.00	6	\$ 1,080.00	24	\$ 4,320.00	8	\$ 1,440.00	8	\$ 1,440.00	6	\$ 1,080.00	30	\$ 5,400.00	4	\$ 720.00	2	\$ 360.00	96	\$ 17,280.00
Deputy Project Manager	Michael Henry	\$130.00	8	\$ 1,040.00	30	\$ 3,900.00	60	\$ 7,800.00	24	\$ 3,120.00	40	\$ 5,200.00	20	\$ 2,600.00	16	\$ 2,080.00	10	\$ 1,300.00	6	\$ 780.00	214	\$ 27,820.00
Senior Land Use Analyst	Julia Baucke	\$145.00	0	\$ -	0	\$ -	24	\$ 3,480.00	6	\$ 870.00	6	\$ 870.00	4	\$ 580.00	0	\$ -	0	\$ -	0	\$ -	42	\$ 6,090.00
QA/QC	Doug McFading	\$240.00	0	\$ -	4	\$ 960.00	10	\$ 2,400.00	6	\$ 1,440.00	6	\$ 1,440.00	4	\$ 960.00	0	\$ -	0	\$ -	0	\$ -	30	\$ 7,200.00
Air Quality Specialist	Steve Ochs	\$140.00	0	\$ -	0	\$ -	6	\$ 840.00	6	\$ 840.00	2	\$ 280.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14	\$ 1,960.00
Noise Specialist	Brian Cook	\$130.00	0	\$ -	0	\$ -	20	\$ 2,600.00	6	\$ 780.00	4	\$ 520.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	30	\$ 3,900.00
Lead Environmental Analyst	Enka Leachman	\$110.00	8	\$ 880.00	10	\$ 1,100.00	60	\$ 6,600.00	20	\$ 2,200.00	24	\$ 2,640.00	10	\$ 1,100.00	4	\$ 440.00	0	\$ -	0	\$ -	136	\$ 14,960.00
Archaeologist	Luca Nichols	\$90.00	0	\$ -	0	\$ -	6	\$ 540.00	1	\$ 90.00	1	\$ 90.00	1	\$ 90.00	0	\$ -	0	\$ -	0	\$ -	30	\$ 2,700.00
Environmental Analyst	Nick Meisinger	\$90.00	0	\$ -	0	\$ -	24	\$ 2,160.00	7	\$ 630.00	3	\$ 270.00	1	\$ 90.00	0	\$ -	0	\$ -	0	\$ -	45	\$ 4,050.00
Project Administrator	Rosann Malloch	\$120.00	4	\$ 480.00	1	\$ 120.00	1	\$ 120.00	2	\$ 240.00	1	\$ 120.00	2	\$ 240.00	0	\$ -	1	\$ 120.00	2	\$ 240.00	55	\$ 6,600.00
Administrative Assistant	Rita Samaniego	\$65.00	1	\$ 65.00	6	\$ 390.00	6	\$ 390.00	6	\$ 390.00	4	\$ 260.00	4	\$ 260.00	0	\$ -	1	\$ 65.00	2	\$ 130.00	23	\$ 1,495.00
Word Processing	Janice Depew	\$70.00	0	\$ -	4	\$ 280.00	18	\$ 1,260.00	8	\$ 560.00	12	\$ 840.00	6	\$ 420.00	0	\$ -	2	\$ 140.00	2	\$ 140.00	52	\$ 3,640.00
TOTAL LABOR			33	\$ 4,885.00	57	\$ 7,745.00	253	\$ 33,270.00	99	\$ 12,860.00	114	\$ 14,500.00	58	\$ 7,420.00	52	\$ 8,400.00	37	\$ 4,080.00	50	\$ 5,065.00	763	\$ 97,905.00
PART II, OTHER DIRECT COSTS (ODCs)			AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST
Subcontractor-Visual Simulations	Vizfix		0	\$ 900.00	0	\$ -	0	\$ 4,700.00	0	\$ 300.00	0	\$ 600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Graphics Consultant	Deirdre Stiles		0	\$ -	16	\$ 1,088.00	12	\$ 816.00	4	\$ 272.00	4	\$ 272.00	1	\$ 68.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mileage (per mile, subject to change based on IRS rate)			1000	\$ 565.00	0	\$ -	0	\$ -	4	\$ 272.00	4	\$ 272.00	1	\$ 68.00	3600	\$ 2,034.00	0	\$ -	4	\$ 272.00	41	\$ 2,778.00
Production	Cost per document		1	\$ 100.00	2	\$ 200.00	4	\$ 400.00	28	\$ 2,800.00	4	\$ 400.00	28	\$ 2,800.00	0	\$ -	0	\$ -	0.5	\$ 50.00	68	\$ 6,800.00
SUBTOTAL ODCs				\$ 1,565.00		\$ 1,288.00		\$ 5,916.00		\$ 3,372.00		\$ 1,272.00		\$ 2,800.00		\$ 2,034.00		\$ 40.00		\$ 651.00		\$ 19,016.00
MARKUP ON ODCs		10%		\$ 156.50		\$ 128.80		\$ 591.60		\$ 337.20		\$ 127.20		\$ 286.80		\$ 203.40		\$ 4.00		\$ 65.10		\$ 1,901.60
TOTAL ODCs				\$ 1,721.50		\$ 1,416.80		\$ 6,507.60		\$ 3,709.20		\$ 1,399.20		\$ 3,154.80		\$ 2,237.40		\$ 44.00		\$ 127.10		\$ 20,917.60
Administrative Fee (phone, fax, etc. 3% of labor)		3%		\$ 146.55		\$ 232.35		\$ 988.10		\$ 376.80		\$ 435.00		\$ 222.60		\$ 252.00		\$ 12.40		\$ 151.95		\$ 2,837.15
TOTAL FEE				\$ 6,732.45		\$ 9,394.15		\$ 40,775.70		\$ 16,646.00		\$ 16,334.20		\$ 10,797.40		\$ 10,889.40		\$ 4,246.40		\$ 5,944.05		\$ 121,759.75

PROJECT: Huckleberry Hill Public Safety Radio Site EIR
CLIENT: County of Monterey, RMA Planning Department
CONTACT: Luis A. Osorio, Senior Planner
PREPARED BY: Michael Henry

Optional services described in Exhibit A – Scope of Services/Payment Provisions of the Agreement shall not be provided unless authorized in writing by the County's Project Planner prior to optional services being provided.

ag / 3/22/13 / (Date)
(Contractors' Initials)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

AMEC Environment & Infrastructure, Inc.

Firm Fixed Price-Not to Exceed
DATE OF ESTIMATE: 3/20/13

PROJECT: Huckleberry Hill Public Safety Radio Site EIR
CLIENT: County of Monterey, RIMAP Planning Department
CONTACT: Luis A. Osorio, Senior Planner
PREPARED BY: Michael Henry

FUNCTION	STAFF	HOURLY RATE	TASK 1 (0001)		TASK 2 (0002)		TASK 3 (0003)		TASK 4 (0004)		TASK 5 (0005)		TASK 6 (0006)		TASK 7 (0007)		TASK 8 (0008)		TASK 9 (0009)		Project Total (Including Optional Tasks)			
			HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
Principal in Charge	Aaron Goldschmidt	\$240.00	4	\$ 960.00	1	\$ 240.00	2	\$ 480.00	1	\$ 240.00	1	\$ 240.00	0	\$ -	2	\$ 480.00	0	\$ -	0	\$ -	1	\$ 240.00	12	\$ 2,880.00
Project Manager	Rita Bright	\$180.00	8	\$ 1,440.00	6	\$ 1,080.00	24	\$ 4,320.00	8	\$ 1,440.00	6	\$ 1,080.00	6	\$ 1,080.00	30	\$ 5,400.00	4	\$ 720.00	0	\$ -	4	\$ 720.00	96	\$ 17,280.00
Deputy Project Manager	Michael Henry	\$130.00	8	\$ 1,040.00	30	\$ 3,900.00	60	\$ 7,800.00	24	\$ 3,120.00	40	\$ 5,200.00	20	\$ 2,600.00	16	\$ 2,080.00	10	\$ 1,300.00	0	\$ -	6	\$ 780.00	214	\$ 27,820.00
Senior Land Use Analyst	Julia Baucke	\$145.00	0	\$ -	0	\$ -	24	\$ 3,480.00	6	\$ 870.00	6	\$ 870.00	4	\$ 580.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	42	\$ 6,090.00
QA/QC	Doug McFarling	\$240.00	0	\$ -	4	\$ 960.00	10	\$ 2,400.00	6	\$ 1,440.00	6	\$ 1,440.00	4	\$ 960.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	30	\$ 7,200.00
Air Quality Specialist	Steve Ochs	\$140.00	0	\$ -	0	\$ -	6	\$ 840.00	4	\$ 560.00	2	\$ 280.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14	\$ 1,960.00
Noise Specialist	Brian Cook	\$130.00	0	\$ -	10	\$ 1,300.00	20	\$ 2,600.00	6	\$ 780.00	4	\$ 520.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	30	\$ 3,900.00
Lead Environmental Analyst	Erika Leachman	\$110.00	8	\$ 880.00	10	\$ 1,100.00	60	\$ 6,600.00	20	\$ 2,200.00	24	\$ 2,640.00	10	\$ 1,100.00	4	\$ 440.00	0	\$ -	0	\$ -	0	\$ -	36	\$ 3,960.00
Archaeologist	Lucas Nichols	\$90.00	0	\$ -	0	\$ -	6	\$ 540.00	1	\$ 90.00	1	\$ 90.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	45	\$ 4,050.00
Environmental Analyst	Nick Meisinger	\$90.00	0	\$ -	24	\$ 2,160.00	7	\$ 630.00	3	\$ 270.00	3	\$ 270.00	1	\$ 90.00	0	\$ -	20	\$ 1,800.00	0	\$ -	2	\$ 180.00	55	\$ 4,950.00
Project Administrator	Rosann Malloch	\$120.00	4	\$ 480.00	1	\$ 120.00	2	\$ 240.00	2	\$ 240.00	2	\$ 240.00	4	\$ 480.00	0	\$ -	1	\$ 120.00	0	\$ -	2	\$ 240.00	14	\$ 1,680.00
Administrative Assistant	Rita Samantiego	\$65.00	1	\$ 65.00	1	\$ 65.00	6	\$ 390.00	4	\$ 260.00	4	\$ 260.00	0	\$ -	0	\$ -	1	\$ 65.00	0	\$ -	1	\$ 65.00	23	\$ 1,495.00
Word Processing	Janice Depew	\$70.00	0	\$ -	4	\$ 280.00	18	\$ 1,260.00	8	\$ 560.00	12	\$ 840.00	6	\$ 420.00	0	\$ -	2	\$ 140.00	0	\$ -	2	\$ 140.00	52	\$ 3,640.00
TOTAL LABOR			33	\$ 4,865.00	57	\$ 7,745.00	263	\$ 33,270.00	99	\$ 12,560.00	114	\$ 14,500.00	56	\$ 7,420.00	52	\$ 8,400.00	37	\$ 4,090.00	50	\$ 5,065.00	763	\$ 97,905.00		
PART II, OTHER DIRECT COSTS (ODCS)		RATE	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST	AMT	COST		
Subcontractor-Visual Simulations	VIZ/ix	\$ 68.00	0	\$ -	16	\$ 1,088.00	12	\$ 816.00	4	\$ 272.00	4	\$ 272.00	1	\$ 68.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 272.00
Graphics Consultant	Deirdre Sillies	\$ 0.555	1000	\$ 555.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3600	\$ 1,998.00	0	\$ -	0	\$ -	600	\$ 333.00	5200	\$ 2,898.00
Mileage (per mile, subject to change based on IRS rate)	Cost per document	\$ 100.00	1	\$ 100.00	2	\$ 200.00	4	\$ 400.00	28	\$ 2,800.00	4	\$ 400.00	28	\$ 2,800.00	0	\$ -	0.4	\$ 40.00	0	\$ -	0.5	\$ 50.00	68	\$ 6,800.00
SUBTOTAL ODCS				\$ 1,555.00		\$ 1,288.00		\$ 5,916.00		\$ 3,372.00		\$ 1,272.00		\$ 2,668.00		\$ 2,034.00		\$ 40.00		\$ 40.00		\$ 661.00		\$ 19,016.00
MARKUP ON ODCS		10%		\$ 155.50		\$ 128.80		\$ 591.60		\$ 337.20		\$ 127.20		\$ 266.80		\$ 203.40		\$ 4.00		\$ 4.00		\$ 66.10		\$ 1,901.60
TOTAL ODCS				\$ 1,721.50		\$ 1,416.80		\$ 6,507.60		\$ 3,709.20		\$ 1,399.20		\$ 3,154.80		\$ 2,237.40		\$ 44.00		\$ 44.00		\$ 727.10		\$ 20,917.60
Administrative Fee (phone, fax, etc. 3% of labor)		3%		\$ 145.95		\$ 232.35		\$ 998.10		\$ 376.80		\$ 435.00		\$ 1,079.74		\$ 222.60		\$ 22.60		\$ 22.60		\$ 151.95		\$ 2,937.15
***TOTAL FEE**				\$ 6,732.45		\$ 9,394.15		\$ 40,775.70		\$ 16,846.60		\$ 16,334.20		\$ 10,797.40		\$ 4,246.40		\$ 4,246.40		\$ 4,246.40		\$ 5,944.05		\$ 121,759.75

Contractors' Initials: *MS* / *MS*
Date: 3/22/2013

Optional services described in Exhibit A – Scope of Services/Payment Provisions of the Agreement shall not be provided unless authorized in writing by the County's Project Planner prior to optional services being provided.

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

AMEC Environment & Infrastructure, Inc.
Huckleberry Hill Public Safety Radio Site Environmental Impact Report

Date: _____ Invoice No. _____

Agreement Term: *April 10, 2013 – January 31, 2014*
 Agreement Amount: *\$140,023.71 (\$121,759.75 Base Budget plus \$18,263.96 Project Contingency)*

This Invoice:

<i>Task</i>	<i>1.</i>	<i>\$ 6,732.45</i>	<i>Project Kickoff</i>	_____
	<i>2.</i>	<i>\$ 9,394.15</i>	<i>Adapt IS/MNC Project Description for Draft EIR and Develop Alternatives</i>	_____
	<i>3.</i>	<i>\$ 40,775.70</i>	<i>Prepare Administrative Draft EIR</i>	_____
	<i>4.</i>	<i>\$ 16,646.00</i>	<i>Prepare Draft EIR</i>	_____
	<i>5.</i>	<i>\$ 16,334.20</i>	<i>Prepare Administrative Final EIR</i>	_____
	<i>6.</i>	<i>\$ 10,797.40</i>	<i>Prepare Final EIR & MMRP</i>	_____
	<i>7.</i>	<i>\$ 10,889.40</i>	<i>Hearings & Meetings</i>	_____
	<i>8.</i>	<i>\$ 4,246.40</i>	<i>Findings (Optional Task)</i>	_____
	<i>9.</i>	<i>\$ 5,944.05</i>	<i>Extended Phase I Cultural Resource Survey (Optional Task)</i>	_____
<i>Grand Total:</i>				<i>\$121,759.75</i>

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date _____
Luis Osorio, Senior Planner

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.~~

Each invoice shall list each task, amount, percentage complete, invoice amount and remaining amount.

ag 3/22/13
LS 3/25/2013
 (date)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

3. **Transfer from Project Contingency Account**

Transfer of funding from the Project Contingency Account (total contingency of \$18,263.96) requires the prior written approval of the Director of Planning and the Project Planner.

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 CONTRACTOR.

Upon receipt of the written approval by the Director of Planning or the Assistant Director, the funding will be made available and a letter authorizing the approved work will be sent to CONTRACTOR.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/22/2013

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 Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED AMEC Environment & Infrastructure, Inc. 104 West Anapamu Street Suite 204A Santa Barbara CA 93101 USA	INSURER A:	American Zurich Ins Co 40142
	INSURER B:	Zurich American Ins Co 16535
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570049311228 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO337359911	05/01/2012	05/01/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 9483148-01	05/01/2012	05/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC350486611	05/01/2012	05/01/2013	<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
B	Archit&Eng Prof			EOC938357804	05/01/2012	05/01/2013	Any One Claim/Aggr.	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Project Start Date: May-01-2013, Project Description: Huckleberry Hill Public Safety Radio Site EIR, Estimated Contract Price: \$121760. Where required by written contract, Country of Monterey, its officers, agents, employees and volunteers are included as Additional Insured as respect to General Liability and Automobile Liability policies. This insurance will be Primary and Non-Contributory to the General Liability and Automobile Liability policies with respect to any other available insurance to the Monterey County Department of Public works where required by written contract. A waiver of Subrogation is granted in favor of Monterey County Department of Public works on the General Liability and Automobile Liability policies where required by written contract. Professional Liability Limits: \$1,000,000 per occurrence and \$2,000,000 per Aggregate.

CERTIFICATE HOLDER Monterey County Department of Public works Attn: Shelley Dickinson 168 W. Alisal Street, 2nd Floor Salinas CA 93901 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
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Holder Identifier : ABCDK

Certificate No : 570049311228



Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Add'l. Prem	Return Prem.
GLO337359911	05/01/2013	05/01/2012		\$	\$

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Amec USA Holdings, Inc.
Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Part

- A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - Coverage A, Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, 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, and resulting directly from:
 - a. Your ongoing operations, performed for the additional insured at the location designated and described in the Schedule; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured person or organization must see to it that:

1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim;
2. We receive written notice of a claim or “suit” as soon as practicable; and
2. A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. With respect to the insurance provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same “occurrence”, claim or “suit”. This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name of Person or Organization: ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE OUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

CG 24 04 05 09

Waiver of Transfer of Rights of Recovery Against Others to Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP9483148-01	05/01/2012	05/01/2013	05/01/2012			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Amec Holdings, Inc.

Address (including ZIP code):

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned:

Authorized Representative

Date: _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, TO PROVIDE WAIVER OF SUBROGATION UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective 05/01/2012 Policy No. WC350486611 Endorsement No.
Insured AMEC USA Holdings, Inc. Premium: \$

Insurance Company

Countersigned by _____