

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on April 17, 2013 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the California Flats Solar Project (hereinafter, "Project") through December 31, 2014 for an amount not to exceed \$282,075.75; and

WHEREAS, Agreement was amended by the Parties on April 9, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for three (3) additional months through March 31, 2015 and to increase the amount by \$68,350.00 which resulted in a total not to exceed amount of \$350,425.75; and

WHEREAS, Agreement was amended by the Parties on February 4, 2015 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through September 30, 2015 and to increase the amount by \$76,315.50 which resulted in a total not to exceed amount of \$426,741.25; and

WHEREAS, Agreement was amended by the Parties on September 30, 2015 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for thirty-nine (39) additional months through December 31, 2018 and to increase the amount by \$424,876.05 which resulted in a total not to exceed amount of \$851,617.30; and

WHEREAS, the Parties identified a need to complete additional third-party compliance monitoring for the Project; and

WHEREAS, the Parties desire to expand existing tasks associated with Task 10.2, Draft Mitigation Monitoring and Reporting Program (MMRP), of the Agreement to allow for the additional third-party compliance monitoring for completion of the Project; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend this Agreement to extend the term for six (6) additional months to June 30, 2019 and to increase the amount by \$296,480.60 for a total not to exceed amount of \$1,148,097.90 to allow CONTRACTOR to continue to provide services identified in this Agreement and as amended by this Amendment No. 4.

NOW, THEREFORE, the Parties agree to amend this 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, A-3 and A-4 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, A-3 and A-4, 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 \$1,148,097.90.

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

The term of this Agreement is from March 13, 2013 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".

5. The "Project Schedule" referenced in the Agreement, Exhibit A -- Scope of Services/Payment Provisions, is hereby amended to allow for completion of additional tasks associated with Task 10.2, Draft MMRP, for the Project as set forth in Exhibit A-4, Scope of Services/Payment Provisions.

6. All other terms and conditions of this Agreement remain unchanged and in full force.


7. This Amendment No. 4 and all previous amendments shall be attached to this Agreement and incorporated therein as if fully set forth in this Agreement.

8. The recitals to this Amendment No. 4 are incorporated into this Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to this Agreement which shall be effective as of the last date opposite the respective signatures below.


COUNTY OF MONTEREY

CONTRACTOR*

By: 
Carl P. Holm, AICP
RMA Director and Chief of Planning


Rincon Consultants, Inc.
Contractor's Business Name

Date: 7/3/2017

By: 
(Signature of Chair, President or Vice President)
Joseph F. Driscoll, Jr.
Vice President
Its: _____
(Print Name and Title)

Date: 4/19/17

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

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

By: 
Brian P. Briggs
Deputy County Counsel

Its: RICHARD DAVISON, Secretary
(Print Name and Title)

Date: 5-8-17

Date: 4/18/17

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 4/27/17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Rincon Consultants, Inc., hereinafter referred to as "CONTRACTOR"**

PROJECT UNDERSTANDING

CONTRACTOR shall continue to provide environmental compliance support services for the California Flats Solar Project (Project). CONTRACTOR conducted work under an existing scope and cost estimate that was based on preliminary assumptions about the construction schedule and duration of full-time and part-time third party compliance monitoring required for the Project. As a result of construction schedule delays and extensions, and numerous non-compliance issues in the early phases of construction, CONTRACTOR's full-time third party compliance monitoring was significantly expanded beyond what was assumed in the initial scope. This additional compliance monitoring was necessary to ensure Construction contractor compliance with conditions of the Mitigation Monitoring and Reporting Plan (MMRP) within the Final Environmental Impact Report (FEIR). In addition to changes to the extent and duration of required monitoring, the number and content of the documents submitted in support of compensatory mitigation compliance exceeded what was originally anticipated, required multiple revisions, and included additional revisions following the California Department of Fish and Wildlife (CDFW) review, resulting in an increase to the document review budget for this task.

Exhibit A-3, Scope of Services/Payment Provisions, of this Agreement assumed that Task 10.2.d, On-site Compliance Monitoring under Stage II: Access Road and Northern Photovoltaic (PV) Construction, the third party Compliance Monitor would be able to decrease the number of days onsite from five (5) days per week after the first month of construction to three (3) days per week for the next ten (10) weeks, and then down to twice per week through the end of 2016. A total of ninety-two (92) monitoring days throughout 2016 were assumed in Exhibit A-3, Scope of Services/Payment Provisions, of the Agreement. This level of monitoring was based on an assumption that the Project Applicant and Construction Contractor would meet all Project conditions, and the Project would be in good standing regarding environmental compliance at the end of the first month of construction. As a result of multiple non-compliance issues during the first several months of construction activity, County requested CONTRACTOR to continue full-time third party compliance monitoring to ensure proper oversight of Project activities. As of September 30, 2016, CONTRACTOR had completed a total of one hundred sixty-nine (169) monitoring days. Over the past two (2) months, CONTRACTOR has implemented a number of measures to ensure better compliance, including creation of a full-time, Project Applicant-provided, on-site Compliance Manager, and additional biological and cultural monitors. Based on a significant reduction in non-compliance issues and effective self-management of on-site compliance by the Project Applicant and the Project Applicant's contractors, CONTRACTOR third party monitoring was reduced from full-time monitoring to three (3) days per week in November, and to two (2) days per week at the end of December 2016.

Project Applicant has not provided County with an updated long term construction forecast; however, based on information from on-site construction leads, CONTRACTOR estimates that the construction of Phase I is expected to continue through May 2017. This delay will likely result in additional time and materials for on-site compliance monitoring (Task 10.2.d) which will exceed the available funding included in both the authorized Agreement and the authorized Project Contingency budget of the Agreement.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

This Exhibit A-4, Scope of Services/Payment Provisions, of the Agreement requests an increase to the budget for the current overrun under Phase I monitoring through September 30, 2016, the anticipated monitoring required to complete Phase I through May 2017, the overrun on Task 10.2.a, Technical Document Review for Access Road and Northern PV Construction, document review for additional work required to review the status of the compensatory mitigation submissions, and anticipated additional Phase II monitoring through 2018.

As of September 30, 2016, CONTRACTOR exceeded the original assumed seventy-eight (78) monitoring days by ninety-one (91) days (a total of one hundred sixty-nine (169) monitoring days completed through September 30, 2016). CONTRACTOR assumes that the remaining compliance monitoring for the Project shall require ninety-nine (99) days of monitoring from October 1, 2016 through May 31, 2017 (anticipated completion date for Phase I), resulting in a total of two hundred sixty-eight (268) monitoring days for Phase I of the Project. The Project Contingency Budget Authorization Request recently approved by the County provided funding for one hundred twelve (112) additional monitoring days. The original seventy-eight (78) and recently approved one hundred twelve (112) monitoring days provides for one hundred ninety (190) monitoring days; therefore, the tasks outlined in this Exhibit A-4 shall provide six hundred twenty-four (624) hours to perform the remaining seventy-eight (78) anticipated days of monitoring for Phase I. In addition, based on the experience from compliance oversight on Phase I, CONTRACTOR assumes an additional one hundred fifty (150) monitoring days shall be required to complete compliance oversight monitoring for Phase II.

In anticipation of a similar level of effort for monitoring during Phase II construction activity, CONTRACTOR shall increase the originally contracted monitoring time from one hundred (100) days to two hundred fifty (250) days (an increase of one hundred fifty (150) monitoring days), and an additional one hundred eighty (180) hours of compliance management and oversight under this task.

The proposed increase in scope and cost for all the work described above includes an associated increase in Project Management time of one hundred twenty-four (124) hours.

A. SCOPE OF SERVICES

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

TASK 10.2 DRAFT MITIGATION MONITORING AND REPORTING PROGRAM

Task 10.2.a Technical Document Review for Access Road and Northern PV Construction Compliance Review

CONTRACTOR shall complete the compensatory mitigation portion of Task 10.2.a, estimated to require an additional eight (8) hours for Senior Principal at \$210 per hour, twenty (20) hours for Senior Staff II at \$130 per hour, forty (40) hours for Senior Staff III at \$120 per hour and forty (40) hours for Professional Staff III at \$95 per hour for a total estimated amount not to exceed \$12,880.00.

Task 10.2.d On-Site Compliance Monitoring

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Phase I Compliance Monitoring

CONTRACTOR shall complete task 10.2.d for compliance monitoring and direct expenses, at an estimated amount not to exceed \$63,412.00. To complete this task, CONTRACTOR assumes that one (1) full-time Professional Staff I (Compliance Monitor) shall be required for six hundred twenty-four (624) hours (seventy-eight (78) days at eight (8) hours per day) of construction activity. Travel expenses for the Compliance Monitor to travel to the Project site from San Luis Obispo totals \$10,612.00. The budget for this task also includes twenty-four (24) hours for one (1) full-time Senior Staff III.

Task 10.2.g Southern PV Construction Phase Compliance Monitoring and Compliance Tracking

Phase II Compliance Monitoring

CONTRACTOR shall complete task 10.2.g for compliance monitoring and compliance management/tracking including direct expenses at an estimated amount not to exceed \$136,250.00. To complete this task, CONTRACTOR assumes that one (1) full-time Professional Staff I (Compliance Monitor) shall be required for 1,200 hours (one hundred fifty (150) days at eight (8) hours per day) of construction activity. Travel expenses for the Compliance Monitor to travel to the Project site from San Luis Obispo total \$20,250.00. The budget for this task also includes forty (40) hours for Senior Staff II, sixty (60) hours for Senior Staff III and eighty (80) hours for Professional Staff III.

Task 10.2.h Program Management and Administration Project Management

CONTRACTOR shall complete task 10.2.h for Project Management at an estimated amount not to exceed \$15,520.00. To complete this task, CONTRACTOR assumes that one (1) full-time Senior Staff III shall be required for sixty (60) hours and one (1) full-time Senior Staff II shall be required for sixty-four (64) hours.

B. PAYMENT PROVISIONS

CONTRACTOR's cost to provide the Scope of Services outlined above shall not to exceed the amount of \$228,062.00 as shown in the following Cost Estimate.

County shall pay an increased amount of \$296,480.60 (\$228,062.00 for Base Budget and \$68,418.60 for Project Contingency) for a total amount not to exceed \$1,148,097.90 (\$846,610.00 for Base Budget and \$301,487.90 for Project Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

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.

Services detailed in Exhibit A-4 of this Agreement shall be provided as noted. Any additional services cannot be provided until the additional work is presented to County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR shall be authorized to proceed with the additional services.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County Resource Management Agency - Planning
 California Flats Solar Project Mitigation and Monitoring
 Budget Amendment Cost Estimate

Revised 3.31.2017

Tasks	Labor Cost	Labor Hours	Rincon Consultants							Direct Expenses
			Sr Principal	Senior Staff II	Senior Staff III	Professional Staff III	Professional Staff I	Clerical/Admin Assistant I	56%	
Task 10.2.3 - Mitigation Monitoring and Reporting Program										
Task 10.2.3 - Compliance Review (Compensatory Mitigation Documentation)	\$12,880.00	108	8	24	40	40	624			\$10,012
Task 10.2.3 - On-site Compliance Monitoring I (Total of 78 additional monitoring days)	\$52,800.00	548								
Task 10.2.3 - Phase II Compliance Monitoring (Total of 150 additional monitoring days)	\$116,000.00	1,380								
Task 10.2.3 - Project Management	\$15,520.00	124	8	124	184	120	1824			\$20,240
Subtotal Labor Hour		2,260								
Subtotal Labor	\$197,200									
Subtotal Direct Expenses	\$30,862									
TOTAL COST ESTIMATE	\$228,062									

* Assumes 8 hours per day inclusive of travel

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS (continued)

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

1. Invoice Coversheet

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

Date: _____

Invoice No. _____

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

Original Agreement Amount: \$282,075.75 (\$208,945.00 Base Budget plus \$73,130.75 Project Contingency)

Amendment No. 1: \$68,350.00 (\$38,350.00 Base Budget plus \$30,000.00 Project Contingency)
Extend Term to March 31, 2015

Amendment No. 2: \$76,315.50 (\$56,530.00 Base Budget plus \$19,785.50 Project Contingency)
Extend Term to September 30, 2015

Amendment No. 3: \$424,876.05 (\$314,723.00 Base Budget plus \$110,153.05 Project Contingency)
Extend Term to December 31, 2018

Amendment No. 4: \$296,480.60 (\$228,062.00 Base Budget plus \$68,418.60 Project Contingency)
Extend Term to June 30, 2019

This Invoice:

10. Administrative FEIR Draft IS-MND

10.2 Draft MMRP

STAGE I: ACCESS ROAD AND NORTHERN PV CONSTRUCTION

10.2.a Technical Document Review for Access Road and Northern PV Construction

\$12,880.00 Compliance Review

STAGE II: ACCESS ROAD AND NORTHERN PV CONSTRUCTION MONITORING

10.2.d On-Site Compliance Monitoring

\$52,800.00 Phase I Compliance Monitoring

STAGE IV: SOUTHERN PV CONSTRUCTION MONITORING

10.2.g Southern PV Construction Phase Compliance Monitoring and Compliance Tracking

\$116,000.00 Phase II Compliance Monitoring

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROGRAM MANAGEMENT

10.2.h **Program Management and Administration**

\$15,520.00 *Project Management*

DIRECT EXPENSES

\$10,612.00 *Task 10.2.d – Compliance Monitoring*

\$20,250.00 *Task 10.2.g – Phase II Compliance Monitoring*

Grand Total:

\$228,062.00

Remaining Balance \$ _____

Approved as to Work/Payment:

Delinda Robinson, Senior Planner

Date

Invoices under this Agreement shall be submitted promptly when work product is complete 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:

County of Monterey
Resource Management Agency (RMA) - Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

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

2. Invoice Detail

Each invoice for work products/deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual work products/deliverables performed and shall be within the “Not to Exceed” budget amount allocated for said work products/deliverables.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by the CONTRACTOR and shall be within the “Not to Exceed” budget amount allocated for the service or services performed.

Subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

The Project Planner may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the subconsultant costs. The information will be used to complete the file and to ensure proper payment for work products/deliverables/services.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

3. *Transfer from Project Contingency Account*

Transfer of funding from the Project Contingency Account (contingency increased in the amount \$68,418.60 for a total amount not to exceed \$301,487.90) requires the prior written approval of the RMA Director and the Project Applicant.

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

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

Within five (5) 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 RMA Director, or in the Director's absence, designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director or designee will ask the Project Applicant to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

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

4. *Other Provisions*

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

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

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

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



RINCCON-01

PHILLIPSC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2017

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 License # 0E67768 Legends Environmental Ins. Services 130 Vantis Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Elizabeth Leach PHONE (A/C, No, Ext): (949) 297-5537 52011 FAX (A/C, No): (949) 297-5960 E-MAIL ADDRESS: Elizabeth.Leach@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rincon Consultants, Inc. 222 N Ashwood Ave Ventura, CA 93045	INSURER A: Crum & Forster Specialty Insurance Company	NAIC # 44520
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: StarStone National Insurance Company	25496
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Transportation Poll. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractors Pollution Liability	X	X	EPK114155	09/22/2016	09/22/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/POP AGG \$ 4,000,000 Deductible \$ 2,500
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	72UUNPT4318	12/17/2016	12/17/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EFX106084	09/22/2016	09/22/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	T10170329	02/01/2017	02/01/2018	<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 Liab.*			EPK114155	09/22/2016	09/22/2018	Per Claim \$ 3,000,000
A	Professional Liab.*			EPK114155	09/22/2016	09/22/2018	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All projects performed by the Insured.

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

The County of Monterey, its Officers, Agents and Employees are included as additional insured for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement CG20100704, CG20370704 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement CFENV 01 036 10 13 & HA99160312. SEE ATTACHED ACORD 101

CERTIFICATE HOLDER **CANCELLATION**

County of Monterey 168 W. Alisal Street, 2nd 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 



AGENCY CUSTOMER ID: RINCCON-01

PHILLIPSC

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Legends Environmental Ins. Services		License # 0E67768	NAMED INSURED Rincon Consultants, Inc. 222 N Ashwood Ave Ventura, CA 93045
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement CG 24 04 10 93, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. 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.

POLICY #: EPK114155

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional Insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
 - 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and

- (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. ~~Additional Insured If Required by Contract~~

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties In The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory Insurance Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

- 3. AMENDED FELLOW EMPLOYEE EXCLUSION EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE** does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

- 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**
If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) 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;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" 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.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. ~~WAIVER OF SUBROGATION~~

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

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

If we cancel for any reason other than nonpayment 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.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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 any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Per Policy Minimum Waiver Premium by State:

- \$500: AL, AR, CA, CO, CT, DC, ID, IL, IN, IA, KS, ME, MD, MI, MS, MT, NV, NM, OH, OK, OR, PA, RI, SD, UT, VT, VA, WA, WV
- \$250: AK, DE, LA, NY
- \$100: NC
- \$50: WI
- N/A: AZ, FL, GA, HI, MA, MN, MO, NE, SC, TN, TX

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 preparation of the policy.)

Endorsement Effective	02/01/17	Policy No.	T10170329	Endorsement No.	5
Insured	Rincon Consultants, Inc			Policy Effective Date	02/01/17
Insurance Company	StarStone National Insurance Company				

Countersigned By 



Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-12432 & A-12433

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

- a. Approved Amendment No. 4 to Professional Services Agreement (PSA) No. A-12432 with Rincon Consultants, Inc. where the Base Budget in the amount of \$618,548 is increased by \$228,062 to \$846,610 and the Contingency Budget in the amount of \$233,069 is increased by \$68,419 to \$301,488, which increases the not to exceed amount of \$851,617 by \$296,481 to a total amount not to exceed \$1,148,098, to provide additional services for existing tasks associated with the completion of the Mitigation Monitoring and Reporting Program (MMRP) for the Environmental Impact Report (EIR) for the California Flats Solar Project (PLN120294) in South County, and extend the expiration date from December 31, 2018 for six (6) additional months through June 30, 2019, for a revised term from March 13, 2013 to June 30, 2019; and
- b. Approved Amendment No. 4 to Funding Agreement (FA) No. A-12433 with California Flats Solar, LLC where the Base Budget in the amount of \$618,548 is increased by \$228,062 to \$846,610, the Contingency Budget in the amount of \$233,069 is increased by \$68,419 to \$301,488, and the County Contract Administration Fee is unchanged at \$3,170, which increases the not to exceed amount of \$854,787 by \$296,481 to a total amount not to exceed \$1,151,268, to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to provide additional services for existing tasks associated with the completion of the MMRP for the EIR for the California Flats Solar Project (PLN120294) in South County, and extend the expiration date from December 31, 2018 for six (6) additional months through June 30, 2019 for a revised term from March 13, 2013 to June 30, 2019; and
- c. Authorized the Resource Management Agency Director or Chief of Planning to execute Amendment No. 4 to PSA No. A-12432 and Amendment No. 4 to FA No. A-12433 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

PASSED AND ADOPTED this 27th day of June 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting June 27, 2017.

Dated: June 30, 2017
File ID: 17-0646

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

By Danise Hancock
Deputy