

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
ICF JONES & STOKES, INC.**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ICF Jones & Stokes, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on August 2, 2012 (hereinafter, "Agreement"); and

**WHEREAS**, Syar Industries, Inc. (hereinafter, "PROJECT APPLICANT") has applied to the County for approval of a thirty-five (35) year extension of Use Permit PC-7477 for the Stonewall Canyon Quarry (hereinafter, "PROJECT"); and

**WHEREAS**, an Environmental Impact Report (hereinafter, "EIR") is required for the PROJECT; and

**WHEREAS**, County engaged CONTRACTOR to prepare the EIR; and

**WHEREAS**, the EIR has not been completed due to the need for review of the recommended additional biological field surveys provided by the PROJECT APPLICANT and to allow for additional traffic data collection and assessment by the CONTRACTOR for inclusion into the EIR for the PROJECT; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the amount by \$21,107.10 and extend the term to June 30, 2014 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, "Services To Be Provided", to read as follows:

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

Amendment No. 1 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Stonewall Canyon Quarry EIR  
RMA – Planning  
Term: June 19, 2012 – June 30, 2014  
Not to Exceed: \$329,525.60

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$329,525.60.

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

The term of this Agreement is from June 19, 2012 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".

5. The "Schedule" in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2014, to conform to the amended term of the Agreement.

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

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

Amendment No. 1 to Professional Services Agreement

ICF Jones & Stokes, Inc.

Stonewall Canyon Quarry EIR

RMA – Planning

Term: June 19, 2012 – June 30, 2014

Not to Exceed: \$329,525.60

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

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: *M-L Jones*  
Director of Planning

ICF Jones & Stokes, Inc.  
Contractor's Business Name

Date: 5/22/13

By: *Ch. Bryant*  
(Signature of Chair, President or Vice President)

Its: *Chris Brumhardt, Vice President*  
(Printed Name and Title)

Date: 4/30/13

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

By: *Mary Swoboda*  
Deputy County Counsel

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

Its: *Harlan Alines, Asst. Secretary*  
(Printed Name and Title)

Date: 5-7-2013

Date: 4/30/13

**Approved as to Fiscal Provisions**

By: *[Signature]*  
Auditor/Controller

Date: 5-1-13

**Approved as to Indemnity, 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.

Amendment No. 1 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Stonewall Canyon Quarry EIR  
RMA - Planning  
Term: June 19, 2012 - June 30, 2014  
Not to Exceed: \$329,525.60

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



### Memorandum

<b>Date:</b>	March 29, 2013
<b>To:</b>	Valerie Negrete County of Monterey Resource Management Agency- Planning Department
<b>Cc:</b>	Sally Zeff, ICF International
<b>From:</b>	Susan Swift, ICF International
<b>Subject:</b>	<b>Proposal for Review of Applicant-Provided Biological Field Surveys, and Additional Transportation Data Collection for Stonewall Canyon Quarry EIR</b>

The purpose of this memorandum is to describe ICF's proposed review of the recommended additional biological field surveys and to outline the tasks associated with additional traffic data collection and assessment for the Stonewall Canyon Quarry EIR, as discussed in previous memos. The attached spreadsheet outlines the specific hours and costs associated with each of the following tasks.

### Task 1.3. Review of Applicant-Provided Biological Field Surveys

ICF understands that due to timing and contractual constraints, a separate consultant will need to complete the recommended biological resources surveys. Following completion of the surveys and preparation of draft technical reports, ICF biologists will review up to three separate reports and coordinate with the surveying biologists to ensure that the required information necessary to complete the Biological Resources section of the EIR is contained in the final reports.

For this task, we assume up to two rounds of review.

### Task 2.2. ADEIR. Additional Traffic Data Collection and Assessment

Kimley-Horn and Associates (KHA) and ICF International proposed the following additional traffic data collection and assessment tasks.

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

Review of Applicant-Provided Biological Field Surveys, and Additional Transportation Data Collection for  
Stonewall Canyon Quarry EIR  
March 29, 2013  
Page 2 of 4

### Trip Generation and Assignment

Based on information provided by the project applicant, KHA will quantify the daily and peak-hour trip generation associated with the proposed project. Also based on information provided by the applicant, KHA will distribute those trips to the existing roadway network. This information will be graphically presented in a figure.

### Traffic Data Collection

KHA will obtain 24-hour vehicle classification counts over a period of three consecutive weekdays (Tuesday, Wednesday, Thursday) at the following roadway locations:

- Metz Road – between Bryant Canyon Road and 3rd Street
- East Street – between Metz Road and Front Street

The goal of this task is to determine the level of existing traffic, particularly trucks, in order to isolate existing truck activity and accurately analyze the project's contribution to transportation impacts. The standard procedure for roadway traffic count data collection includes collecting machine count data for at least 72 consecutive hours (3 days) during a typical weekday. A typical weekday is considered a Tuesday, Wednesday or Thursday with no special events or activities, with schools in session, no closures or street construction and excluding poor weather that would affect traffic conditions. Mondays and Fridays are excluded due to the frequency of school closures on those days.

Roadway traffic counts are collected over a period of several consecutive days in order to develop a representative sample of typical traffic conditions. For example, if traffic data is collected for just one day and an accident or unexpected closure occurs, or an adjacent property generates higher activity on specific week days, the small sample will yield unreliable data. Once the machine counters are set for one day, the extra cost to collect data for additional days is fairly low (approximately \$100 per day per location).

The minimal up-front cost of collecting data for several days ultimately outweighs the risk of collecting data for one day and finding out that there are significant issues that require significant effort and/or costs to correct the data.

It is important to perform counts while school is in session (August – June for Soledad schools), especially in this area with a number of schools along Metz Road. Further, the presence of several wineries/vineyards and other agricultural uses within the project area would indicate the potential for an increased level of truck traffic during typical winery crush-season (September – November). The disadvantage of collecting data now is the inability to capture the peak harvest season vineyard traffic, which could potentially result in a less-accurate number of existing "baseline" truck trips on Metz Road/SR-146. The disadvantage of trying to collect data when the vineyards are at peak harvest season and schools are in session is that this would require waiting until September or October, which would likely conflict with the current EIR schedule.



## **EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Review of Applicant-Provided Biological Field Surveys, and Additional Transportation Data Collection for Stonewall Canyon Quarry EIR

March 29, 2013

Page 3 of 4

### **Traffic Data Adjustments**

KHA will develop adjustment factors to be used in modifying the collected traffic count data to reflect anticipated traffic conditions during peak harvest season, where truck traffic levels are anticipated to be higher due to increased activity levels at wineries/vineyards within the project area.

While this methodology would not produce the level of accuracy associated with collecting actual data during peak harvest season in September or October, it provides an approximate representation of traffic conditions during that season. KHA will derive adjustment factors to modify traffic data collected outside of peak winery crush-season based on the following methods described in Subtasks A, B and C below.

#### **Subtask A – Coordination with Winery/Vineyard Representatives**

KHA will coordinate with representatives for local wineries/vineyards that are anticipated to use Metz Road (SR-146) for access in order to collect available information regarding estimated traffic generation (passenger cars and trucks) during peak and off-peak production seasons. KHA will utilize the GIS maps and index provided on the County Agricultural Commissioner's Office website to identify appropriate vineyard/winery properties and property owners. An initial review of the study area indicates that there are up to 18 properties with at least 13 different property owners that would need to be contacted. KHA will utilize available online information and the assistance of County staff to research contact information and appropriate contact personnel for each of the identified properties. KHA staff will endeavor to coordinate with each property representative directly; however, it is assumed that assistance may be required from County staff to procure the requested information from each representative.

The cost proposal for this task assumes that no more than 22 KHA staff hours will be required. Any outreach/coordination effort that exceeds the 22 professional hours assumed in this proposal would be considered an additional service and will be completed only with the client's prior authorization.

#### **Subtask B – Winery/Vineyard Trip Generation Research**

KHA will perform a review of available trip generation information, as provided in applicable traffic impact studies for various winery/vineyard projects.

#### **Subtask C – Review of Available Caltrans Data**

KHA will perform a review of available historical Caltrans traffic data for SR-146 (Metz Road) within the vicinity of the proposed quarry project. This data will be used to develop a comparison of traffic volumes and traffic composition (percent passenger cars & percent trucks) during fall peak harvest season vs. non-peak seasons.

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

Review of Applicant-Provided Biological Field Surveys, and Additional Transportation Data Collection for Stonewall Canyon Quarry EIR  
March 29, 2013  
Page 4 of 4

The disadvantage of the approach outlined above is that obtaining winery traffic data would require identifying all wineries and vineyards using the Metz corridor, identifying the appropriate contact person at each facility, and procuring the necessary information from each location, including both off-season and harvest season truck and non-truck traffic levels and scheduling. Further, this would mean that the study would be relying on estimates from traffic generators rather than measurements of actual traffic.

An alternate solution to this process would include performing initial counts now (as described above for the Traffic Data Collection task) and revising them as part of the pavement management plan. This would allow calculation of fair share based on current truck volume data and cause minimal effects on the EIR schedule, while allowing for confirmation of the applicable fair-share percentage by collecting additional traffic data in September and October for further refinement of the fair-share calculation.

### **Fair-Share Assessment**

KHA will use the vehicle classification data collected described in the Traffic Data Collection task (and potentially adjusted in the Traffic Data Adjustment task) to calculate the proposed project's fair-share contribution percentages towards potential mitigation improvements for streets within the jurisdiction the County and the City of Soledad that are used as primary routes for project traffic.

The information gathered from traffic counts (potentially adjusted as described above) will be used to identify the project's fair share of pavement maintenance mitigation. Without quantification of this data, the applicant could conceivably be asked to pay more than their actual fair share.

### **Assessment of Existing and Future Traffic Conditions**

KHA will review and summarize available traffic analysis results/findings, as documented in recent traffic studies and/or environmental documents for intersections, roadways, and state highway facilities within the vicinity of the project. Using the available information from previous studies, KHA will prepare a qualitative assessment of the potential changes to existing and future traffic operations with the addition traffic generated by the project. This does not include the preparation of any new operations or planning analysis.

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

Table 1. Cost Estimate for Additional Work for Stonewall Quarry EIR

Employee Name	Consulting Staff										Subcontractor				Production Staff				Direct Expenses	Total Price
	Zeff S	Swift S	Alcala A	Bushnell Bergfalk S	Saelee S	Subtotal	Kimley Horn Associates	Subtotal	Technical Editor	Pub Spec	Admin Tech	Subtotal	Labor Total							
Project Role	Project Director	Project Manager	Wildlife Biologist	Botanist	Graphics		KHA Project Manager													
Labor Classification	Proj Dir	Sr Consult I	Sr Consult II	Sr Tech Analyst	Assoc Consult II	Subtotal	KHA KHA Engineer													
Task 2.2 Administrative Draft EIR - Additional Traffic Analysis Work	10	12			8	\$4,542			8	14	2	\$2,020	\$6,562							
Trip Generation & Assignment						\$0	2	6				\$0	\$1,260							
Traffic Data Collection						\$0	2	2				\$0	\$250							
Traffic Data Adjustments						\$0						\$0	\$0							
Winery/Vineyard Coordination						\$0	2	20				\$2,820	\$0							
Winery Trip Generation Research						\$0	1	4				\$660	\$0							
Review of Available Caltrans Data						\$0		2				\$250	\$0							
Fair-Share Assessment						\$0	2	6				\$1,070	\$1,070							
Traffic Conditions Summary						\$0	4	6				\$1,485	\$1,485							
						\$0						\$0	\$0							
Task 1.3 Review Applicant Technical Studies - Biological Resources						\$0						\$0	\$0							
Review Wildlife Assessments	1	1	10			\$1,651						\$0	\$1,651							
Review Floristic Surveys	1	1		4		\$1,111						\$0	\$1,111							
Total hours	12	14	10	4	8		11	46	8	14	2									
ICF E&P 2012 Billing Rates	\$195	\$156	\$130	\$190	\$90		\$160	\$125	\$95	\$80	\$70									
Subtotals	\$2,340	\$2,184	\$1,300	\$760	\$720	\$7,304	\$1,760	\$5,750	\$285	\$1,120	\$140	\$2,020	\$17,119							
Direct Expenses																				
500.00 Su Includes Traffic Counts (3-day ADT Counts w/ Vehicle Classification) and other direct expenses																				
Direct expense subtotal													\$1,235							
Total price													\$18,354							



EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

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

1. Invoice Coversheet

ICF Jones & Stokes, Inc.
Stonewall Canyon Quarry Environmental Impact Report

Date: \_\_\_\_\_

Invoice No. \_\_\_\_\_

Agreement Term: June 19, 2012 – January 31, 2014

Agreement Amount: \$308,418.50 (\$268,190.00 base budget plus \$40,228.50 project contingency)

Amendment No. 1: \$ 21,107.10 (\$18,354.00 base budget plus \$2,753.10 project contingency)
Extension of the Term to June 30, 2014

Total Agreement Amount: \$329,525.60 (\$286,544.00 base budget plus \$42,981.60 project contingency)

This Invoice: 1.3 Review Applicant Technical Studies – Biological Resources

\$ 1,651.00 Review Wildlife Assessments

\$ 1,111.00 Review Floristic Surveys

2.2 Administrative Draft EIR – Additional Traffic Analysis Work

\$ 6,562.00 ADEIR – Additional Traffic Analysis Work

\$ 1,260.00 Trip Generation & Assignment

\$ 250.00 Traffic Data Collection

Traffic Data Adjustments

\$ 2,820.00 Winery/Vineyard Coordination

\$ 660.00 Winery Trip Generation Research

\$ 250.00 Review of Available Caltrans Data

\$ 1,070.00 Fair-Share Assessment

\$ 1,485.00 Traffic Conditions Summary

Direct Expenses

\$ 1,235.00 Traffic Counts and other direct expenses

GRAND TOTAL: \$ 18,354.00

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: Valerie Negrete, Assistant Planner Date

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

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

### 2. Invoice Detail

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

### 3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (increased by 2,753.10 for a total amount not to exceed \$42,981.60) requires the prior written approval of the Director of Planning and the Project Applicant.

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/28/2012

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	INSURER A: AXIS Surplus Insurance Company	26620
	INSURER B: Great Northern Insurance Co.	20303
	INSURER C: Sentry Ins A Mutual Company	24988
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES      CERTIFICATE NUMBER: 570046832171      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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod-Comp Op Incl in Gen'l Agg <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35812409 Package - Domestic	06/25/2012	06/25/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73522955 Automobile - All States	06/25/2012	06/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION					EACH OCCURRENCE AGGREGATE
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	90-17657-01 Workers Comp 90-17657-02 Workers Comp	06/25/2012	06/25/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-MPL-Primary		EBZ 768043/01/2012 Errors & Omissions	06/25/2012	06/25/2013	Prof Liab Agg - All Overall policy aggr \$2,000,000

Certificate No : 570046832171

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

Re: Stonewall Canyon Quarry EIR  
 1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.  
 2 - County of Monterey, its agents, officers and employees are included as Additional Insureds as their interest may appear.  
 3 - Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
 Contracts/Purchasing Department  
 168 West Alisal Street - 3rd Floor  
 Salinas, CA 93901 USA

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

*Aon Risk Services Northeast Inc.*



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Jones & Stokes, Inc.	
POLICY NUMBER See Certificate Number: 570046832171			
CARRIER See Certificate Number: 570046832171	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Additional Description of Operations / Locations / Vehicles:  
 respect work being done by ICF Jones & Stokes, Inc. for the County of Monterey.

## Liability Insurance

### Endorsement

Policy Period JUNE 25, 2012 TO JUNE 25, 2013  
Effective Date JUNE 25, 2012  
Policy Number 3581-24-09 EUC  
Insured ICF JONES & STOKES, INC.  
Name of Company GREAT NORTHERN INSURANCE COMPANY  
Date Issued JUNE 25, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

### Who Is An Insured

#### Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

### Schedule

#### ANY PERSON OR ORGANIZATION AS REQUIRED BY CONTRACT

Persons or organizations that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy, but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured. However, no person or organization is an insured under this provision who is more specifically described under any other provision of the Who Is An Insured section of this policy (regardless of any limitation applicable thereto).

County of Monterey, its agents, officers and employees

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*Liability Endorsement*  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. H.", is written over a horizontal line.



## Liability Insurance

### Endorsement

*Policy Period* JUNE 25, 2012 TO JUNE 25, 2013  
*Effective Date* JUNE 25, 2012  
*Policy Number* 3581-24-09 EUC  
*Insured* ICF JONES & STOKES, INC.  
*Name of Company* GREAT NORTHERN INSURANCE COMPANY  
*Date Issued* JUNE 25, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled *Other Insurance*.

### Conditions

*Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the *Who Is An Insured* section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

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**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



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POLICY NUMBER: 7352-29-55

COMMERCIAL AUTO  
CA 20 48 02 99

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 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: 6/25/12	Countersigned By:
Named Insured: ICF JONES & STOKES, INC.	<i>Jamie J McCreath</i> (Authorized Representative)

### SCHEDULE

Name of Person(s) or Organization(s)

"Any person or organization as required by an insured contract"

County of Monterey, its officers, agents and employees

Such Insurance as is afforded by this insurance is primary and no other insurance of the Additional Insured will be called upon to contribute to a loss

(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 an "Insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.