

**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:

Denise Duffy & Associates, 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 environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$256,769.25.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 29, 2014 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A    Scope of Services/Payment Provisions**

**5. PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

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

## **6. PAYMENT CONDITIONS.**

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

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

## **7. TERMINATION.**

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

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

## **8. INDEMNIFICATION.**

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

#### 8.02 Indemnification for Design Professional Services Claims:

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

#### 8.03 Indemnification for All Other Claims or Loss:

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

### 9.0 INSURANCE.

#### 9.01 Evidence of Coverage:

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

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

#### 9.02 Qualifying Insurers:

All 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:
<u>Dalia Mariscal-Martinez, Management Analyst II</u>	<u>Denise Duffy, Principal</u>
<u>Name and Title</u>	<u>Name and Title</u>
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
<u>Address</u>	<u>Address</u>
(831) 755-8966	(831) 373-4341
<u>Phone</u>	<u>Phone</u>

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.



IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: Debra Bayard, MS  
Deputy Purchasing Agent  
Purchasing Officer

Date: August 1, 2014

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>  
By: May Grace Perry, Secretary  
County Counsel

Date: 7-21-2014

Approved as to Fiscal Provisions<sup>2</sup>  
By: [Signature]  
Auditor/Controller

Date: 7-21-14

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

Denise Duffy & Associates, Inc.

Contractor's Business Name\*

By: Denise Duffy  
(Signature of Chair, President, or Vice-President)\*

Denise Duffy, President  
Name and Title

Date: 7/18/14

By: Denise Duffy  
(Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer)\*

Denise Duffy, Secretary  
Name and Title

Date: 7/18/14

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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

James L. Smith

James L. Smith

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

### **SCOPE OF WORK FOR ENVIRONMENTAL DOCUMENTATION, CEQA/NEPA, AND REGULATORY PERMITTING**

#### **FOR THE**

#### **CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT**

Prepared April 8, 2014

#### **INTRODUCTION**

The Monterey County Resource Management Agency (RMA) is proposing to enhance native riparian and wetland habitat and hydrologic function to a portion of the lower floodplain along the Carmel River on property owned by the Big Sur Land Trust, California State Parks (State Parks), Monterey Peninsula Regional Park District, and Clint and Margaret Eastwood (APN 243-071-006-000, 243-021-007-000, 243-071-003-000, and 157-121-001-000). The proposed Carmel River Floodplain Restoration and Environmental Enhancement Project (herein referred to as the "project") is located at the downstream end of the Carmel River Watershed, approximately one mile from its mouth and immediately east of State Route 1 (SR 1). A small portion of the project is also located west of SR 1. The project consists of three distinct, but related, project actions/components, each of which would be completed based on available funding.

The project actions consist of:

- Grading the existing farmland to create an elevated agricultural preserve and floodplain restoration.
- Replacing a portion of the SR 1 roadway embankment with a causeway section.
- Removing sections of earthen levees on the south side of the Carmel River channel and grading a portion of the eastern boundary of the project site to encourage flood flows to enter into the south floodplain area at Odello East.

An Initial Study Mitigated Negative Declaration (IS/MND) has been certified for the project. The lead agency was the Monterey County Water Resources Agency. The project falls within the jurisdiction of the California Department of Transportation (Caltrans). This proposed scope and cost estimate assumes that Caltrans will require a separate IS/MND and technical studies for the project to be prepared to their standards with the RMA as the California Environmental Quality Act (CEQA) lead agency. For the purposes of this proposed scope and cost estimate, it is assumed that the RMA will determine a combined CEQA/National Environmental Quality Act (NEPA) document as appropriate to move the project forward as Caltrans has identified the requirement for NEPA compliance. Caltrans has identified the requirement for the preparation of a number of technical documents for the project within the Project Study Report (PSR) prepared for the project and approved by Caltrans on 11/2/10. The exact scope of the technical documents that will be required is not certain at this time. As a result, this scope

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

and cost estimate is subject to change based on guidance and direction provided by Caltrans as the project progresses.

### **TASK 1.0 PROJECT INITIATION**

Based upon consultation with the RMA and Denise Duffy & Associates, Inc.'s (DD&A) knowledge of the project, this task will include work necessary to initiate the environmental services including the following tasks:

- Review additional available background information,
- Conduct initial project management and subconsultant coordination,
- Attend up to two (2) kick-off meetings with the RMA, Caltrans, and key agencies to discuss the project documentation approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities and distribution of deliverables, and
- Establish schedules and protocols for communication.

### **TASK 2.0 PREPARE NEPA-REQUIRED TECHNICAL STUDIES**

As defined by the PSR completed and approved for the project by Caltrans, the documents listed below will be required for use in completing the NEPA documentation and to satisfy the legal requirements of the various federal statutes and regulations, and issuance of the appropriate permits by federal agencies with jurisdiction over resources affected by the project. These technical studies will be used to support both the CEQA and NEPA analysis and appended to the combined CEQA/NEPA document to ensure the analysis is consistent. DD&A assumes that any other technical studies (not identified below) required for this project would be completed under separate contracts. If DD&A is requested to provide additional technical studies, an amendment to this Agreement would be required to prepare these studies.

DD&A shall prepare the following technical reports following standard Caltrans guidelines to provide sufficient information for the CEQA/NEPA analysis to satisfy the legal requirements of the various state and federal statutes and regulations, and issuance of the appropriate permits by state and federal agencies with jurisdiction over the project:

#### **Task 2.1 Natural Environmental Study (NES)**

The NES will include documentation of the biological resources in the project area and an assessment of the impacts of the project alternatives on those resources. This report will provide recommendations on the level of the potential impacts and mitigation measures. The NES will include the following:

- Wetlands Evaluation: A wetland delineation has been prepared for the project. The map and letter report of findings will be presented to the U.S. Army Corps of Engineers (ACOE) upon approval by Caltrans and the RMA, and included in the NES as an appendix.



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

- **Special-Status Species and Sensitive Habitat Assessment:** A site reconnaissance survey has been performed in order to evaluate sensitive or potential special-status species habitat within the project boundaries and document current conditions. Communication with appropriate resource agencies will be conducted in order to generate mitigation measures to reduce, minimize or avoid potential impacts. Additionally, a botanical survey will be conducted in the summer of 2014 to update previously conducted surveys. This information will be incorporated into the NES.

### **Task 2.2 Section 106 Documents**

- **Delineate Area of Potential Effect (APE):** The DD&A team will assist the RMA in the preparation of an APE map for Caltrans' approval. The APE map will be plotted on an aerial photograph or other base at a scale of approximately 1"-200" and will clearly depict the existing and proposed right-of-way.
- **Archaeological Survey Report (ASR):** A Preliminary Archaeological Reconnaissance Report (PARR) was prepared by Archaeological Consulting for the project and will be used as the basis for the preparation of the ASR. DD&A will manage the preparation of the ASR by Mary Doane of Archeological Consulting. The scope of work includes a California Historic Resources Information System (CHRIS) records search at the Northwest Regional Information Center to determine whether there are any previously recorded archeological sites or other historic resources recorded within the APE or in the immediate vicinity, whether there has been any previous archaeological work done within the APE or in the immediate vicinity, and a field inspection of the APE. In addition, a search of the Sacred Lands files through the Native American Heritage Commission (NAHC) and consultation with locally affiliated Native Americans will be completed.
- **Historic Property Survey Report (HPSR):** After completion of the draft ASR, the DD&A team will prepare the draft HPSR which will serve as a summary of the findings and will include a description of the APE and the public participation process.

### **Task 2.3 Biological Assessment**

A biological assessment (BA) is required for any project where federally listed species may be adversely affected, resulting in formal consultation, or affected but not adversely affected, resulting in informal consultation. In addition, even if there will be no effect on any federally listed species, the presence of proposed or designated critical habitat may require that a BA be prepared. The project is within and adjacent to designated critical habitat for the federally listed California Red-Legged Frog and South Central Coast Steelhead. As a result, the project must assess if the primary constituent elements (PCEs) of critical habitat are present, how much of the action area contains the PCEs, and whether the project will have an adverse impact on critical habitat within the action area. This will be determined and presented in the BA.

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

The BA will be used for the federal environmental review process and is the basis for the federal regulatory agencies to make an effective determination on a proposed project and issue the required authorizations. The BA will include identification and description of the biological resources in the project area specific to federal listed species and an assessment of the impacts of the project and alternatives on those resources. This report will provide recommendations on the significance of the potential impacts and mitigation measures. This technical report will provide sufficient information for the NEPA analysis to satisfy the legal requirements of the relevant federal statutes and regulations, and the issuance of the appropriate permits by regulatory agencies with jurisdiction over natural resources affected by the project.

### **Task 2.4 Scenic Resource Evaluation (SRE) and Visual Impact Assessment Memorandum (VIA)**

This task includes the preparation of a SRE as the project site is located within the limits of an officially designated State Scenic Highway and must be reviewed for the presence of scenic resources. The SRE will consider the site-specific visual and historic context, anticipated sensitivity of identified viewers, and the extent of visibility. The SRE will examine the project limits; determine if scenic resources exist within those limits including the project viewshed, and whether they will be impacted by the project. The impact assessment will also determine if views of scenic resources will be obstructed. The SRE will be based on an evaluation of the public's anticipated perception of the existing resource and its visual setting.

This task also includes the preparation of a VIA as the project has the potential to change the visual environment. The assessment level for the VIA can range from "no formal analysis" to a "formal VIA." If a VIA is required and if the project is within the limits of an officially designated State Scenic Highway, the SRE is included in the VIA. If the project is within the limits of an officially designated State Scenic Highway but no VIA is required; an SRE must be prepared for the project.

The level of VIA is determined using the VIA Questionnaire. In general, projects replacing or rehabilitating existing facilities (e.g., pavement overlay, striping, sign replacement) do not constitute a change in character to those facilities, and as such, will not require further analysis. Projects that constitute negligible or very minor visual change will require a memorandum that describes the site characteristics and provides confirmation of minimal changes. Projects resulting in a noticeable level of visual change require that a VIA be completed. It is assumed for this task that the required level of analysis will be a memorandum. This task does not include the preparation of a formal VIA.

### **Task 2.5 Paleontological Identification Report (PIR)**

DD&A will retain Archeological Consulting to prepare a PIR. This task will include coordination with appropriate agencies and the identification of potentially significant paleontological resources within the PIR. The PIR will include mapping of sufficient detail to correlate the potential project footprint with detailed geologic maps and paleontological databases if they exist for the project area. The PIR will determine whether there are known or reasonably anticipated paleontological resources within the

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

project area. If so, it must further be determined whether or not project excavation may impact the resource. The presence of known or reasonably anticipated resources that may be impacted by the project indicates that a Paleontological Evaluation Report (PER) will be needed as a part of subsequently preparing the project's environmental document. This scope assumes that a PER will not be required and does not include the preparation of a PER.

### **Task 2.6 Initial Site Assessment (ISA) for Hazardous Waste**

DD&A will retain AEI Consultants to prepare a Phase I Environmental Site Assessment in accordance with the most current American Society for Testing Materials (ASTM) E1527-05 and Caltrans standards. This analysis would include the following: a site inspection; review of local, regional, and state agency files for the subject property and adjacent/surrounding properties of concern; site history and land use review; interviews with knowledgeable persons (i.e., owners, property managers, tenants, neighbors); and review of aerial photographs.

### **Task 2.7 Noise Study Report (NSR)**

DD&A will retain Illingworth & Rodkin to prepare the NSR for the project. The noise analysis will consist of a combination of long-term and short-term observed noise measurements at various locations to quantify noise levels throughout the site and in surrounding areas. The noise analysis will identify existing noise sources and sensitive receptors in the project vicinity. Noise and land use compatibility of the project will be assessed by adjusting existing noise data as necessary.

### **Task 2.8 Air Quality Study (AQS)**

The project site is located within the jurisdiction of the Monterey Bay Unified Air Pollution Control District (MBUAPCD). Primary air quality issues associated with this project would be impacts to regional air quality from indirect sources (i.e., project traffic generation) and temporary emissions of dust and exhaust from construction. DD&A will retain Illingworth & Rodkin, Inc. to prepare a technical air quality analysis for the project in accordance with the most recent MBUAPCD and Caltrans Guidelines. The analysis contained in this section of the combined CEQA/NEPA document will incorporate the findings of the air quality analysis and provide additional supplemental analysis, as warranted. The analysis will describe the air quality setting of the area and assess potential air quality impacts.

### **Task 2.9 Farmland Conversion Impact Rating - Form AD 1006**

This task consists of the preparation of the United States Department of Agriculture "Farmland Conversion Impact Rating" (AD 1006) form and includes a summary of the results of early consultation with the Natural Resource Conservation Service (NRCS) and, as appropriate, State and local agriculture agencies where any of the four (4) specified types of farmland (Prime, Unique, Statewide or Local Important Farmland) could be directly or indirectly impacted by any alternative under consideration. As farmland will be impacted by the project, the analysis will include a map showing the location of all farmlands in the project impact area, discussion of the impacts of the various alternatives and identification measures to avoid or reduce the impacts. A copy of the form will be appended to the combined CEQA/NEPA document. Where the Land Evaluation and Site Assessment score (from Form AD

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

1006) is 160 points or greater, the CEQA/NEPA document will include a discussion of alternatives to avoid farmland impacts. If avoidance is not possible, measures to minimize or reduce the impacts will be evaluated and, where appropriate, included in the proposed action.

### **TASK 3.0 PREPARATION OF THE COMBINED CEQA/NEPA DOCUMENT**

The RMA would be the CEQA lead agency and Caltrans would be the NEPA lead agency. DD&A shall prepare a combined CEQA/NEPA document, specifically, an IS/MND and Environmental Assessment/Finding of No Significant Impact (EA/FONSI) under CEQA and NEPA, respectively.

#### **Task 3.1 CEQA and NEPA Project and Alternative Descriptions**

DD&A will use information prepared in the existing certified CEQA document during preparation of the Conceptual Proposed Action for the project and will assist RMA with development of supplemental information required to prepare an IS/MND/EA/FONSI. As part of this task, DD&A will work with the technical consultants (Balance Hydrologics and Whitson Engineers) to complete the required maps, graphics, and figures needed to adequately define the project impact areas. DD&A intends to work collaboratively with the RMA and the technical consultants (Balance Hydrologics and Whitson Engineers) to develop the IS/MND/EA/FONSI Draft Project and Alternatives Description. DD&A will prepare an Administrative Draft Project and Alternatives Description and submit electronically to the project team (i.e., RMA, Caltrans, and technical subconsultants) for review and comment. This scope assumes one (1) round of comments from each of the members of the project team. Based on comments received, DD&A will revise the document and prepare a Draft Project and Alternatives Description for inclusion in the IS/MND/EA/FONSI.

#### **Task 3.2 Prepare 1st Administrative Draft CEQA/NEPA Document**

DD&A will prepare a joint Administrative Draft IS/MND/EA/FONSI for the project in accordance with CEQA Guidelines, including §15120 through §15131, NEPA Regulations, and Caltrans and NEPA Guidelines. The document will describe the project and the existing environmental conditions. The impact analysis will apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA/NEPA, County standards, and applicable case law. Impacts evaluated include direct, indirect, construction/short-term, operational/long-term, growth inducing, and irreversible. Feasible mitigation measures will be identified to avoid or reduce significant impacts to the extent possible or to compensate, if necessary. The alternatives section will include a description of the extensive range and breadth of alternatives that have been included in previous studies and a comparative analysis of up to three (3) alternative solutions to meet the overall project objectives, plus the No Project Alternative (which will not meet the project objectives). The alternatives selected for comparison will focus on feasible alternatives that can reduce those significant impacts in the document for which the effectiveness of mitigation cannot be confirmed with certainty.

DD&A will prepare the document, based on a field review, consultation with RMA and key agency staff, stakeholders, and the project technical team (including engineer), existing information in local sources



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

and maps, background information in previously prepared environmental documentation, project-specific technical and design studies/recommendations, and DD&A's extensive library of resources and knowledge of the area. The tasks described below are those anticipated necessary to complete the CEQA and NEPA process based upon the methodology and assumptions above.

The document will be prepared concisely and to a level of detail necessary to assist the RMA and Caltrans in achieving the following ultimate actions:

- Issuance of a FONSI by Caltrans demonstrating compliance with NEPA, and
- Certification of an IS/MND and Adoption of a Mitigation Monitoring and Reporting Program (MMRP) by Monterey County demonstrating compliance with CEQA.

Key environmental topics are discussed individually below; these topics will be specifically addressed in the document, in addition to all other elements required by CEQA Guidelines Appendix G and NEPA Regulations. For each environmental topic, the document will include a discussion of existing conditions and will identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact section will present potentially significant impacts, and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level, where feasible.

- Aesthetics
- Air Quality
- Biological Resources
- Climate Change and Greenhouse Gas
- Cultural Resources
- Geology and Soils
- Hazardous Materials
- Hydrology/Water Quality
- Land Use/Consistency with Plans
- Recreation
- Noise
- Public Services/ Utilities
- Socioeconomic
- Environmental Justice
- Other Topics
- Cumulative and Irreversible and Irretrievable Commitment of Resources
- Alternatives Analysis

DD&A will submit up to five (5) hard copies of the 1<sup>st</sup> Administrative Draft Document to the RMA, as well as in electronic format.

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

### **Task 3.3 Prepare 2nd Administrative Draft IS/MND/EA/FONSI**

After review of the 1st Administrative Draft IS/MND/EA/FONSI by the County, DD&A will respond, as necessary, and revise the document based on the comments received and prepare a 2nd Administrative Draft IS/MND/EA/FONSI. This scope assumes one round of comments from the County. The 2nd Administrative Draft IS/MND/EA/FONSI will then be provided electronically to Caltrans in their capacity as the federal lead agency for the Federal Highway Administration via their Local Assistance Program for Caltrans review and comment.<sup>1</sup>

### **Task 3.4 Prepare Screencheck and Public Review Draft IS/MND/EA/FONSI and Noticing**

Upon receipt of comments, DD&A will meet with the RMA and Caltrans to discuss the comments and appropriate incorporation into the IS/MND/EA/FONSI.<sup>2</sup> DD&A will then submit a Screencheck Draft (two hard copies as well as in electronic format in Microsoft Word and Adobe Acrobat format on CD), Draft Notice of Completion (NOC), and Draft Notice of Availability (NOA) to the RMA and the federal lead agency. After review of the Screencheck Draft and draft notices, DD&A will submit 15 copies of the Draft IS/MND/EA/FONSI and NOC to the State Clearinghouse for distribution for a 30-day public review period (per CEQA requirements), and provide Caltrans one original, unbound copy to comply with the federal lead agency's NEPA requirements for public distribution. In addition, DD&A will provide 30 copies (plus one unbound, camera ready copy) of the Draft IS/MND/EA/FONSI, NOC, and NOA to RMA for local distribution. This scope assumes that the distribution list, all public mailings, and posting of notification documentation will be conducted and paid for by the RMA. Additional copies beyond those identified above are not included in this scope of work.

### **Task 3.5 Respond to Public Comments and Prepare 1st Administrative Draft Final Document**

DD&A will respond to public comments received on the Draft IS/MND/EA/FONSI received during the 30-day review period. DD&A, in consultation with the RMA and the federal lead agency, will prepare formal responses to these comments. This scope of work assumes multiple project meetings and/or conference calls with the County and Caltrans to review public comments and develop appropriate responses. This document will consist of the following: 1) revisions to the IS/MND/EA/FONSI text, as necessary; 2) list of individuals and agencies commenting on the Draft IS/MND/EA/FONSI; 3) copies of letters received; and 4) written responses to comments received during the public review period. All

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<sup>1</sup> This scope and budget assumes that Caltrans will administer the federal lead agency role for the Federal Highway Administration via their Local Assistance Program and will require review of the Administrative Draft IS/MND/EA/FONSI for compliance with NEPA Regulations. Additional hard copies and CD copies that may be required by Caltrans or other federal or state agencies is unknown at this time and is not included in this scope or budget.

<sup>2</sup> This scope and budget includes incorporating comments, assuming that comments do not require substantial revisions or additional technical analysis. Substantial revisions are anticipated to be avoided by early coordination with the federal lead and other key agencies; however, DD&A cannot anticipate agency staffing changes, project description changes, or other changes in circumstances outside our control.

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

public comments will be codified and responses will be provided. DD&A will provide five (5) hard copies of the 1st Administrative Draft Final IS/MND/EA/FONSI to the RMA and five (5) hard copies to the federal lead agency, along with electronic versions, for review and comment. This scope assumes Caltrans will prepare the FONSI as well as any required federal noticing as the federal lead agency.

DD&A reserves the right to review the public comments once available and submit a request for additional compensation should new issues arise outside the scope of work that require additional technical analysis, or should the anticipated number of comments or work required to complete the responses materially exceed the estimated work effort in the budget. If, during the course of the public comment period additional comments are received that identify new issues that are outside the original scope of work, DD&A will submit an Agreement amendment as necessary.

### **Task 3.6 Prepare 2nd Administrative Draft Final Document and Draft MMRP**

DD&A will respond and incorporate one single round of comments from the RMA and one single round of comments from Caltrans on the 1st Administrative Draft Final IS/MND/EA/FONSI and prepare the 2nd Administrative Draft Final IS/MND/EA/FONSI and Draft MMRP. The Draft MMRP will identify mitigation implementation and tracking responsibilities. The Draft MMRP will identify responsibility, timing, funding, and reporting of mitigation measures identified in the IS/MND/EA/FONSI. The 2nd Administrative Draft Final IS/MND/EA/FONSI and Draft MMRP will be submitted electronically to the RMA and Caltrans for review and comment.

### **Task 3.7 Prepare Screencheck Draft Final IS/MND/EA/FONSI, MMRP, and CEQA Findings**

DD&A will respond and incorporate one single round of comments from the RMA and one single round of comments from Caltrans on the 2nd Administrative Draft Final IS/MND/EA/FONSI and Draft MMRP prior to preparation of the Screencheck Draft Final IS/MND/EA/FONSI and Final MMRP. DD&A will submit the Screencheck Draft Final IS/MND/EA/FONSI and MMRP to the RMA and Caltrans for final comments prior to preparing the Final IS/MND/EA/FONSI and MMRP.

### **Task 3.8 Prepare Final IS/MND/EA/FONSI and MMRP and CEQA Findings**

Based on receipt of one round of comments from the RMA and Caltrans on the Screencheck Draft Final IS/MND/EA/FONSI and MMRP, DD&A will prepare and submit the Final IS/MND/EA/FONSI and MMRP to the RMA and Caltrans for certification and adoption. DD&A will provide ten (10) hard copies of the Final IS/MND/EA/FONSI and MMRP to the RMA and five (5) hard copies to the federal lead agency, as well as electronic versions.

As part of this task, DD&A will prepare materials for IS/MND/EA/FONSI certification and project approval, including: CEQA Findings, Statement of Overriding Considerations (if needed), and Notice of Determination (NOD). This scope of work assumes that RMA staff or legal counsel will be responsible for preparing all accompanying staff reports and resolutions. DD&A will provide a draft of the findings and associated material to the RMA and legal counsel for review and comment. All material will subsequently be revised based on comments. DD&A will prepare a draft and final NOD to be filed by the

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

RMA with the County Clerk and State Clearinghouse. The attached budget does not include payment of filing fees, including the California Department of Fish and Wildlife (CDFW) fee required upon submittal of the NOD to the County Clerk. DD&A will submit an Agreement amendment for the filing fees, if necessary.

This scope of work assumes that Caltrans will be responsible for all federal noticing and processing beyond what is detailed in the tasks herein.

### **TASK 4.0 REGULATORY PERMITTING**

DD&A will contact agencies and organizations that have knowledge of local biological resources and jurisdiction over resources potentially affected by the project throughout the duration of the project to ensure agency concurrence at the time of final document preparation.

A number of supporting technical documents will be required as part of the permitting processes associated with the proposed restoration project. Numerous existing technical documents have been prepared in support of the proposed restoration project, and DD&A proposes that these documents be revised and finalized in a format that is acceptable to the resource agencies. DD&A will facilitate the preparation of final documents utilizing existing information and supplemented by additional information if necessary.

DD&A will informally consult with environmental regulatory agency representatives and prepare permit applications in signature-ready format. Upon the RMA's signature, DD&A will coordinate with the agencies to determine if the applications are complete, provide additional information, review project measures to avoid or minimize impacts, and identify additional permit conditions recommended for permit approval. The RMA will be responsible for agreeing to and finalizing the permit conditions, executing the permits, and paying permit application fees. It is assumed that Caltrans will administer the federal lead agency role for the Federal Highway Administration via their Local Assistance Program and would conduct Section 7 consultation with U.S. Fish and Wildlife Service (USFWS) and the National Oceanographic and Atmospheric Administration (NOAA). Applications will be prepared by DD&A for the following Regulatory Agencies:

- USACOE Individual Section 404
- CDFW Streambed Alteration Agreement Fish and Game Code 1602
- Regional Water Quality Control Board (RWQCB) Section 401
- California Coastal Commission State Coastal Development Permit

### **TASK 5.0 PROJECT MANAGEMENT**

DD&A will provide project management services, including subconsultant administration and management, status progress reporting and tracking, schedule and budget monitoring and reporting, and County/agency coordination up to the total estimated budget provided.



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

### **TASK 6.0 MEETINGS**

DD&A proposes the following conference calls and meetings for this scope of work. The DD&A Team has included attendance at the following meetings for the team:

- DD&A has included eight (8) meetings at the County offices and eight (8) total one-hour phone calls by up to two DD&A staff for each.

DD&A proposes the following conference calls and meetings specific to Task 4, Regulatory Permitting. The DD&A Team has included attendance at the following meetings for the team:

- DD&A has included four (4) meetings and four (4) total one-hour phone calls by up to two DD&A staff for each. Meeting locations may vary depending on the regulatory agency involved.

The attendance at additional meetings by DD&A will be billed on a time-and-materials basis. If the RMA desires that DD&A arrange for meetings, prepare presentations, agendas, meeting notices, and meeting summaries or minutes, those services will be outside the budget provided and DD&A will provide budget estimates for those additional out-of-scope services, separately.

Additional services not included in the scope (above) for the project cannot be provided until the additional work/cost is presented to the County and with the County's approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, DD&A will be authorized to proceed with the additional services.

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DeRose Duffy & Associates, Inc. Estimated Budget for CAIRIEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT												
Task Description	Project Manager	Project Manager	Associate	Assistant	Architect	Graphic	Archaeologist	Biological	Geological	Hydrological	Task Total	
1.0 Project Initiation	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	
1.1 Project Initiation	1	40	18	8	4	34	4	34	4	34	14,227.00	
2.0 Prepare NEPA-Required Technical Studies	2	18	24	8	40	8	8	8	8	8	73,704.50	
2.1 Natural Environmental Study	2	18	24	8	40	8	8	8	8	8	10,769.50	
2.2 Section 106 Documents	2	18	24	8	40	8	8	8	8	8	8,853.75	
2.3 Biological Assessment	2	18	24	8	40	8	8	8	8	8	7,482.75	
2.4 Section 106 Documents	2	18	24	8	40	8	8	8	8	8	7,482.75	
2.5 Section 106 Documents	2	18	24	8	40	8	8	8	8	8	7,482.75	
2.6 Section 106 Documents	2	18	24	8	40	8	8	8	8	8	7,482.75	
2.7 Noise Study Report (NSR)	2	18	24	8	40	8	8	8	8	8	7,482.75	
2.8 Air Quality Study (AQS)	2	18	24	8	40	8	8	8	8	8	7,482.75	
2.9 Floodplain Elevation Study - Form AO 1008	2	18	24	8	40	8	8	8	8	8	7,482.75	
3.0 Preparation of the Completed CEQA/NEPA Document	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.1 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.2 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.3 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.4 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.5 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.6 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.7 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.8 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.9 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.10 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.11 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.12 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.13 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.14 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.15 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.16 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.17 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.18 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.19 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
3.20 CEQA and NEPA Review and Mitigation Measures	3	15	12	4	12	4	1	1	1	1	14,398.75	
4.0 Regulatory Permitting	4	40	18	8	4	34	4	34	4	34	31,267.00	
4.1 Permitting	4	40	18	8	4	34	4	34	4	34	31,267.00	
5.0 Project Management	5	48	18	8	4	34	4	34	4	34	10,263.00	
5.1 Project Management	5	48	18	8	4	34	4	34	4	34	10,263.00	
6.0 Meetings	6	54	18	8	4	34	4	34	4	34	16,888.00	
6.1 Meetings	6	54	18	8	4	34	4	34	4	34	16,888.00	
7.0 County Staff/Community Meetings (Reservoir & River side)	7	24	18	8	4	34	4	34	4	34	10,874.00	
7.1 County Staff/Community Meetings (Reservoir & River side)	7	24	18	8	4	34	4	34	4	34	10,874.00	
8.0 County Staff/Community Meetings (Reservoir & River side)	8	24	18	8	4	34	4	34	4	34	10,874.00	
8.1 County Staff/Community Meetings (Reservoir & River side)	8	24	18	8	4	34	4	34	4	34	10,874.00	
9.0 Total Budget	9	54	18	8	4	34	4	34	4	34	286,789.25	

## 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 and shall include the following:

#### 1. Invoice Coversheet

**Denise Duffy & Associates, Inc.**

**Carmel River Floodplain Restoration and Environmental Enhancement Project**

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

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

Original Agreement Term: July 29, 2014 – June 30, 2016

Original Agreement Amount: \$256,769.25

This Invoice:	1.0		<b>Project Initiation</b>	<b>\$14,227.00</b>
	1.1	\$14,227.00	Project Initiation	
	2.0		<b>Prepare NEPA Required Technical Studies</b>	<b>\$73,704.50</b>
	2.1	\$10,769.50	Natural Environmental Study	
	2.2	\$8,063.75	Section 106 Documents	
	2.3	\$7,452.75	Biological Assessment	
	2.4	\$9,788.75	Scenic Resource Evaluation (SER) and Visual Impact Assessment Memorandum (VIA)	
	2.5	\$3,463.75	Paleontological Identification Report (PIR)	
	2.6	\$6,338.75	Initial Site Assessment (ISA) for Hazardous Waste	
	2.7	\$10,363.75	Noise Study Report (NSR)	
	2.8	\$14,388.75	Air Quality Study (AQS)	
	2.9	\$3,074.75	Farmland Conversion Impact Rating – Form AD 1006	
	3.0		<b>Preparation of a Combined CEQA/NEPA Document</b>	<b>\$110,389.25</b>
	3.1	\$12,982.75	CEQA and NEPA Project and Alternative Descriptions	
	3.2		Prepare 1 <sup>st</sup> Administrative Draft CEQA/NEPA Document	
		\$3,436.00	Introduction: Executive Summary	
		\$5,974.00	Affected Environment/Environmental Setting	
			<b>Impacts and Mitigation Measures Sections</b>	
		\$2,757.00	Aesthetics	
		\$2,477.00	Air Quality	
		\$8,126.00	Biological Resources	
		\$1,660.00	Climate Change and Greenhouse Gas Emissions	
		\$1,690.00	Cultural Resources	
		\$2,154.00	Geology and Soils	
		\$1,624.00	Hazards and Hazardous Materials	
		\$3,112.00	Hydrology/Water Quality	
		\$1,218.00	Land Use/Consistency with Plans/Recreation	

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

		\$1,942.00	Recreation	
		\$2,118.00	Noise	
		\$1,802.00	Public Services and Utilities	
		\$1,854.00	Socioeconomics/Environmental Justice	
		\$3,852.00	Other Topics	
		\$2,352.00	Cumulative and Irreversible and Irretrievable Commitment of Resources	
		\$4,772.00	Alternatives Analysis	
3.3		\$13,052.75	Prepare 2 <sup>nd</sup> Administrative Draft IS/MND/EA/FONSI	
3.4		\$1,652.75	Prepare Screencheck and Public Review Draft IS/MND/EA/FONSI and Noticing	
3.5		\$10,596.75	Respond to Public Comments and Prepare 1 <sup>st</sup> Administrative Draft Final Document	
3.6		\$6,392.75	Prepare 2 <sup>nd</sup> Administrative Draft Final Document and Draft MMRP	
3.7		\$3,076.75	Prepare Screencheck Draft Final IS/MND/EA/FONSI, MMRP and CEQA Findings	
3.8		\$9,714.75	Prepare Final IS/MND/EA/FONSI and MMRP and CEQA Findings	
4.0			<b>Regulatory Permitting</b>	<b>\$31,267.00</b>
4.1		\$31,267.00	Permitting	
5.0			<b>Project Management</b>	<b>\$10,293.00</b>
5.1		\$10,293.00	Project Management	
6.0			<b>Meetings</b>	<b>\$16,888.50</b>
6.1		\$10,573.00	County Staff/Consultants Meetings (assumes 8 meetings and 8 conference calls)	
6.2		\$6,315.50	County Staff/Consultants Permitting Meetings (assumes 4 meetings and 4 conference calls)	
<b>Grand Total:</b>				<b>\$256,769.25</b>

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

Approved as to Work/Payment:

John H. Ford, Planning Services Manager

\_\_\_\_\_ Date

All Invoices Are To Be Sent To:

Diana Lemos, Account Clerk

County of Monterey Resource Management Agency - Finance Division

168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901

Telephone: (831) 755-5220

### 2. Invoice Detail

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

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
11/7/2013

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 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> Heffernan Professional Practice Insurance Brokers License No. 0564249 6 Hutton Centre Dr., Ste 500 Santa Ana, CA 92707		<b>CONTACT NAME:</b> Jackie Riola <b>PHONE (A/C, No, Ext):</b> 714-361-7700 <b>FAX (A/C, No):</b> 714-361-7701 <b>EMAIL ADDRESS:</b> JackieR@heffins.com	
<b>INSURED</b> Denise Duffy & Associates, Inc. 947 Cass St., Ste 5 Monterey, CA 93940		<b>INSURERS AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
PUBLIC WORKS - ADMIN		<b>INSURER A:</b> Citizens Insurance Co of America	31534
		<b>INSURER B:</b> Hanover American Insurance Co	36034
		<b>INSURER C:</b> Continental Casualty Co	20443
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY			OB3916991202	09/01/13	09/01/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			OB3916991202	09/01/13	09/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION	\$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZ3916990602	09/01/13	09/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	Y/N						
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	PROFESSIONAL LIABILITY			EEH276198480	11/05/13	11/05/14	Per Claim	\$1,000,000
							Aggregate	\$2,000,000

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

Projects as on file with the insured including but not limited to Big Sur Erosion Control. County of Monterey, its officers, agents and employees are named as additional insureds on general liability policy-see attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
168 W. Alisal St., 2nd Fl.  
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







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

**I. Additional Insured by Contract, Agreement or Permit**

Under **SECTION II – LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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, but only with respect to:
- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or

"personal and advertising injury";

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

- (3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

- (4) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

- (b) Managers or lessors of premises if:

- (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

- (5) To "bodily injury", "property damage" or "personal and



advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

## **II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory**

The following is added to **SECTION III – COMMON POLICY CONDITIONS:**

### **M. Other Insurance**

#### **1. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C – Who is An Insured**, is

primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

#### **a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

#### **b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:





- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability.

When this insurance is excess, we will have no duty under SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability 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, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### III. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, D. Liability and Medical Expenses Limits of Insurance under Section II – Liability is amended by adding the following:

The General Aggregate Limit under D. Liability and Medical Expenses Limits of Insurance applies separately to each of "your projects" or each location listed in the Declarations.



- b. For purposes of the coverage provided by this endorsement F. **Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

a. "Your project" means:

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

#### IV. **Blanket Waiver of Subrogation**

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We will **waive** any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization 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".

