

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

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

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on May 1, 2013 (hereinafter, "Agreement") to provide a Programmatic Biological Assessment (BA) and Initial Study (IS) for projects located in the Carmel River Lagoon Area and a Carmel River Lagoon Restoration and Management Plan for Phases 1 and 2 (hereinafter, "Project"); and

**WHEREAS**, Agreement was amended by the Parties on April 10, 2014 (hereinafter, "Amendment No. 1") to extend the term to April 23, 2015, June 13, 2014 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) to revise the original scope of the Agreement to provide for a Focused Environmental Impact Report (EIR) rather than a Programmatic BA and IS as the most efficient environmental document for completion of Phase 2 of the Project, and April 23, 2015 (hereinafter, "Amendment No. 3") to extend the term to June 30, 2016; and

**WHEREAS**, \$27,500 from Task 6.5, 1<sup>st</sup> Administrative Draft Environmental Impact Report (EIR)/Environmental Assessment (EA), is reallocated to a new task, Task 6.1.1 under Task 6.1, Coastal Engineering Analysis, Design and 30% Plans for Scenic Road Protection Study (SRPS) as included in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to complete the California Environmental Quality Act (CEQA) documentation process which includes preparation of the First Administrative Draft EIR that requires coastal engineering work associated with Scenic Drive, preparation of conceptual monitoring plan, and conceptual revision to the Interim Sandbar Management Program (ISMP), and the Final EIR which includes response to comments; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term of the Agreement to December 31, 2016 and to increase the amount by \$277,883 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 4.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1 and A-2** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1 and A-2**, 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 \$824,554.

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

The term of this Agreement is from April 23, 2013 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".

5. Exhibit A-2, attached hereto is hereby incorporated into the Agreement.

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

7. This Amendment No. 4, including Exhibit A-2, shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

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

**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer

Date: 19 October 2015

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

By:   
Deputy County Counsel

Date: 9-25-15

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 9-25-15

**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.

**CONTRACTOR\***

Denise Duffy & Associates, Inc.  
Contractor's Business Name

By:   
(Signature of Chair, President or Vice President)

Its: Denise Duffy, President  
(Printed Name and Title)

Date: 9/23/15

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

Its: Denise Duffy, Secretary  
(Printed Name and Title)

Date: 9/23/15

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
Denise Duffy & Associates, Inc., hereinafter referred to as "DD&A"**

### **A. SCOPE OF SERVICES**

- A.1** DD&A shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**PHASE 2 Fiscal Year (FY) 13/14 Funds: ENVIRONMENTAL DOCUMENTATION CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)/NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

**Task 6.1: Coastal Engineering Analysis, Design and 30% Plans for Scenic Road Protection Study (SRPS)**

Task 6.1.1 Due to unanticipated circumstances, additional planning level analysis for two (2) additional SRPS armoring alternatives is needed from Coastal Engineering (subcontractor) at a cost of \$25,000 plus \$2,500 administration fee (10%), for a total cost of \$27,500.

**Task 6.5: 1<sup>st</sup> Administrative Draft Environmental Impact Report (EIR)/Environmental Assessment (EA)**

Due to unanticipated circumstances additional work is needed under Task 6.1. A total cost of \$27,500 is subtracted from Task 6.5 and added to Task 6.1.1.

**PHASE 2 FY 15/16 Funds: ENVIRONMENTAL DOCUMENTATION CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**1<sup>ST</sup> ADMINISTRATIVE DRAFT EIR**

**Task 6.2: Civil and Hydrological Engineering, Analysis, Design and 30% Plans for the Ecosystem Protection Barrier (EPB)**

Task 6.2.2 Balance Hydrologics, Inc. (subcontractor) to prepare a conceptual Monitoring Plan for incorporation into the Delayed EPB Alternative at a cost of \$7,500, plus \$750 administration fee (10%) for a total cost of \$8,250.

**Task 6.3: CEQA/NEPA Project and Alternatives Description**

Task 6.3.1 CEQA/NEPA Alternatives – Rewrite and incorporate additional design work and proposed changes to the alternatives in the current project description at a total cost of \$19,250.

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 6.5: 1<sup>st</sup> Administrative Draft Environmental Impact Report (EIR)**

Task 6.5.1 1<sup>st</sup> Administrative Draft Environmental Impact Report (EIR) completion – Due to unanticipated circumstances, additional work funded under Task 6.1.1 (described above) results in a shortfall of funds to complete Task 6.5. A total of \$27,500 is needed to complete this task.

Task 6.5.2 Air Quality, Greenhouse Gas, and Noise Studies - Ambient Air Quality and Noise Consulting (subcontractor) to prepare air quality, greenhouse gas, and noise impact assessments for the project. Cost from subcontractor is \$16,385 plus \$1,639 DD&A administration fee (10%) for a total cost of \$18,024.

### **Task 7.3: Project Management**

Task 7.3.1 Project Management for 1<sup>st</sup> Admin Draft EIR – DD&A has exhausted DD&A's budget for project management. This is a result of extensive communication and coordination with project team and project proponent related to controversy about the Preferred Alternative and the alternatives analysis. As the project continues to increase in controversy and may likely suffer from litigation in the future, the cost for DD&A to complete this task is \$6,977.

**Total Cost Estimate for the completion of the 1<sup>st</sup> Administrative Draft EIR is \$80,000.**

## **2<sup>ND</sup> ADMINISTRATIVE DRAFT EIR AND FINAL EIR**

DD&A is currently contracted by the County to prepare the 1<sup>st</sup> Administrative Draft EIR under CEQA for the project.

The following scope and budget details the tasks necessary to complete the CEQA documentation process for this project. This includes the preparation of the 2<sup>nd</sup> Administrative Draft, the Draft EIR for public review, and the Final EIR, which includes response to comments.

### **Task 6.6: Prepare 2<sup>nd</sup> Administrative Draft EIR**

After review of the 1st Administrative Draft EIR by the County, DD&A will respond, as necessary, and revise the document based on the comments received. The document will then be provided electronically to selected regulatory and resource agencies (at the discretion of the County) for their review and comment.<sup>1</sup> Total cost to complete this task is \$34,196, which will be broken out as follows:

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<sup>1</sup> This scope and budget assumes that the Army Corps of Engineers (ACOE) will be the Federal lead agency and that the ACOE will not request or require significant revisions of the Administrative Draft EIR for compliance with NEPA regulations. Additional hard copies and CD copies that may be requested by Federal or State agencies is unknown at this time and is not included in this scope or budget.



## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Whitson Engineers \$3,000
- Balance Hydrologics \$500
- Moffat & Nichols \$5,000
- DD&A \$25,696 (personnel and expenses \$24,829; direct cost administration at 10% \$867)

### **Task 6.7: Prepare Screen Check and Public Review Draft EIR**

DD&A assumes that the County and selected regulatory and resource agency staff will provide one (1) set of written comments each on the Administrative Draft EIR, either in letter form or on a single copy of the document.<sup>2</sup> DD&A will then submit a Screen Check Draft (electronic version only) to the County. After review of the Screen Check Draft, DD&A will submit fifteen (15) CD copies, fifteen (15) hard copies of the Summary Form, and Notice of Completion of the Draft EIR to the State Clearinghouse for distribution for a 45-day public review period (per CEQA requirements). It is assumed that the Army Corps of Engineers (ACOE) will comply with the Federal lead agency's NEPA requirements for public distribution independently. DD&A will provide thirty (30) hard copies (plus one (1) unbound camera ready copy) to County for local distribution. DD&A will also provide ten (10) CDs containing the document files in Microsoft Word and Adobe Acrobat (pdf) formats. This scope assumes that all public mailings and posting of documentation, notices, etc. will be performed and paid for by the County, including posting in the local newspaper and with the County Clerk. Additional copies beyond those identified above are not included in this scope. Total cost to complete this task is \$16,537.

### **Task 6.8: Draft Final EIR and Draft Mitigation Monitoring and Reporting Program (MMRP)**

Task 6.8.1 Response to Comments/Prepare Draft Final EIR - DD&A will respond to public comments received on the Draft EIR received during the 45-day review period. DD&A, in consultation with the County, will prepare formal responses to these comments. The comment letters and responses, as well as any necessary changes to the text of the Draft EIR, will be incorporated into the Final EIR<sup>3</sup>. DD&A will provide electronic copies of the

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

<sup>3</sup> The budget estimate for preparation of the Draft Final EIR is \$49,109 and assumes no new technical analyses will be needed. This estimate is based on DD&A's experience for the quantity and nature of public comment that is reasonably anticipated for a project of this scope. DD&A will review public comments and determine if the volume or nature of public comment significantly exceeds what is reasonably anticipated for this project. If DD&A believes the volume or nature of comments are beyond what was reasonably anticipated, DD&A will provide the County a written request with justification and cost estimate to utilize funds from Task 8.0, Optional Tasks, to complete the task.

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

Draft Final EIR to the County for review and comment. Total cost to complete this task is \$49,109 and is broken out as follows:

- Whitson Engineers \$2,000
- Balance Hydrologics \$2,000
- Moffat & Nichols \$2,000
- DD&A \$43,109 (personnel and expenses \$42,495; direct cost administration at 10% \$614)

Task 6.8.2 Prepare Draft MMRP - DD&A will also prepare a Draft MMRP in accordance with CEQA and County requirements, including the identification all mitigation measures, and implementation and monitoring responsibility, timing, and schedule. DD&A will provide electronic copies of the MMRP to the County for review and comment. Total cost for DD&A to complete this task is \$7,366.

### **Task 6.9: Prepare Final EIR and MMRP/Hearing Attendance**

This task assumes DD&A will respond and incorporate one (1) single round of comments from the County on the Draft Final EIR and MMRP prior to preparation of the Final EIR and MMRP. The tasks required for project approval/EIR certification (e.g., preparation of staff reports, resolution, CEQA Findings/Statement of Overriding Considerations, etc.) and preparation, posting, and distribution of the notices (e.g., Notice of Determination) will be completed by DD&A in coordination with the County. DD&A will provide drafts of each of these documents to the County for review and comment prior to finalization. DD&A will provide ten (10) CDs and ten (10) hard copies of the Final EIR and MMRP to the County. This scope assumes that all public mailings and posting of documentation, notices, etc. will be conducted and paid for by the County, including County Clerk and California Department of Fish and Wildlife (CDFW) filing fees. Additional copies beyond those identified above are not included in this scope. DD&A will attend the public hearing for project approval and certification of the EIR and will be available to answer questions, as needed. DD&A will coordinate with the County to prepare and provide hearing and presentation materials; however, it is assumed that the County will be responsible for preparing and conducting the presentation. Total cost for DD&A to complete this task is \$29,470.

### **Task 7.0: 2<sup>ND</sup> ADMINISTRATIVE DRAFT EIR AND FINAL EIR MEETINGS AND PROJECT MANAGEMENT**

#### **Task 7.1: Meetings**

Task 7.1.1 County Staff/Consultant Meetings for 2<sup>nd</sup> Admin Draft and Final EIR - DD&A has included four (4) meetings at the County offices lead by the CEQA lead with up to two (2) DD&A staff participating in each meeting. Total cost to complete this task is \$10,399 and is broken out as follows:

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

- Whitson Engineers \$500
- Balance Hydrologics \$500
- Moffat & Nichols \$500
- DD&A \$8,899 (personnel and expenses \$8,741; direct cost administration at 10% \$158)

### **Task 7.2: Conference Calls**

Task 7.2.1 Conference Calls for 2<sup>nd</sup> Administrative Draft and Final EIR- DD&A has included eight (8), one-hour phone calls lead by the County with up to two (2) DD&A staff participating in each call. Total cost to complete this task is \$8,749 and is broken out as follows:

- Whitson Engineers \$500
- Balance Hydrologics \$500
- Moffat & Nichols \$500
- DD&A \$7,249 (personnel and expenses \$7,096; direct cost administration at 10% \$153).

### **Task 7.3: Project Management**

Task 7.3.2 Project Management 2<sup>nd</sup> Administrative Draft EIR and Final EIR - DD&A will provide project management services, including subcontractor administration and management, status progress reporting and tracking, schedule and budget monitoring and reporting, and client/agency coordination. Total cost for DD&A to complete this task is \$8,969.

### **Task 8.0: Optional Tasks**

Task 8.1 Additional Response and Revisions to prepare Draft Final EIR – Due to the controversial nature of the proposed project, there is the potential that the estimated budget will not be sufficient to respond to public comments on the Draft EIR. DD&A will review the public comments received during the public review period and determine whether additional funds are needed to adequately respond and finalize the EIR. Since responses to public comments may require preparation of new or updated information or materials, additional meetings, and changes to the project, an optional task in the amount of \$33,089 may be necessary for the completion of the EIR. The optional tasks above shall not be provided by DD&A unless authorized in writing prior to by the County.

**Total Cost Estimate for the completion of the Draft and Final EIR is \$197,882.**

- A.2** DD&A shall produce the following deliverables (written reports, installed products, etc.) by the proposed dates indicated below. Any necessary modifications to these proposed dates must be discussed and coordinated in advance with the County.



## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Monthly Project Status Reports in an agreed upon format between DD&A and County, to include monthly updates to the Carmel Lagoon Project – EIR Milestones Timeline Revised Draft dated August 23, 2015 (attached).

All work under this Agreement shall be completed by DD&A by no later June 30, 2016 unless otherwise authorized by the County's written consent, contingent upon availability of funding.

All written reports and deliverables required under this Agreement must be delivered electronically in PDF format, or if needed, in Microsoft Word or Excel, as applicable. Documents requiring agency or public distribution, such as technical studies that will be submitted to relevant agencies as hardcopy documents, if not explicitly stated in the task descriptions within the scope of work, DD&A will print and send up to three hard copies, in addition to electronic copies of each deliverable to the following individual in accordance with the schedule above:

Melanie Beretti  
Resource Management Agency Special Programs Manager  
County of Monterey, Resource Management Agency  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Email: berettim@co.monterey.ca.us

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$277,883 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. DD&A's compensation for services rendered shall be based according to DD&A's 2015 Schedule of Rates effective through December 31, 2016 (attached) or in accordance with the following terms:

Expenses include photocopying, supplies, travel, reproduction, postage, phone, facsimile, materials, etc.

County and DD&A agree that DD&A shall be reimbursed for travel expenses during this Agreement. DD&A shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). To receive reimbursement, DD&A must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

### **B.2 DD&A'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of the work completed per task outlined in DD&A's monthly invoice and activity report.

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

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

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

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





## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



### Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

## 2015 SCHEDULE OF RATES

### HOURLY PERSONNEL RATES

Principal	\$215.00
Senior Project Manager/Engineering Specialist	\$180.00
Senior Project Manager	\$155.00
Senior Botanist	\$145.00
Senior Planner/Scientist II	\$145.00
Project Manager	\$135.00
Senior Planner/Scientist	\$125.00
Assistant Project Manager	\$113.00
Environmental Biologist	\$108.00
Associate Planner/Scientist	\$103.00
Assistant Planner/Scientist	\$ 92.00
GIS/Computer Specialist	\$ 98.00
Administrative Manager	\$ 81.00
Database/Designer/Graphics	\$ 75.00
Field Technician	\$ 65.00
Administrative Assistant	\$ 60.00

Direct reimbursable expenses are charged at DD&A cost, plus 10%.  
These expenses may include, but are not limited to: subconsultants, reproduction,  
courier, postage, long-distance phone, fax and cellular, mileage and field supplies.

Mileage will be charged at the current IRS mileage rate.

Above rates are effective through 12/31/16 and may be adjusted thereafter if the contract is  
extended beyond that date.



## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Carmel Lagoon Project - EIR Milestones Timeline			
Revised Draft August 23, 2015			
Milestone	Start Date	Date of Completion	Notes
DD&A prepares and submits Admin Draft Project Description and Alternatives Matrix to County RMA and technical consultants	In progress	September 4, 2015	
County RMA and technical consultant review	September 7, 2015	September 21, 2015	Assumes two week review period
DD&A revises Admin Draft Project Description and Alternatives Matrix; Submit to Agencies	September 22, 2015	September 29, 2015	Assumes no major revisions
Agency Review and Comment on Admin Draft Project Description and Alternatives Matrix	September 30, 2015	October 21, 2015	Assumes 3 weeks
DD&A Prepares 1st Administrative Draft EIR to County RMA	In progress	October 30, 2015	In progress
Internal Project Team Review and Comment	November 2, 2015	November 23, 2015	County RMA and Technical Consultants Review and Comment - assume 3 weeks
DD&A Prepares 2nd Administrative Draft EIR	November 24, 2015	December 8, 2015	DD&A incorporates comments - assume 2 weeks
Regulatory and Resource Agency Opportunity to Review and Comment	December 9, 2015	January 6, 2016	Assumes 3 weeks and allows for a extra week due to holidays
DD&A Prepares Screencheck and Public Draft EIR/Notices	January 4, 2016	February 1, 2016	DD&A incorporates comments and provides Screencheck to County RMA for approval prior to public distribution - assume 4 weeks
Draft EIR Public Review Period	2-Feb-16	March 18, 2016	45-day public review period
DD&A Prepares Draft Final EIR and MMRP	March 21, 2016	April 18, 2016	Response to Comments/Revisions to EIR; may include meetings with technical team, stakeholders, and/or regulatory and resource agencies to clarify comments or resolve issues; assumes 4 weeks
Internal Project Team Review and Comment	April 19, 2016	May 3, 2016	County RMA and Technical Consultants Review and Comment - assumes 2 weeks
DD&A Prepares Final EIR/MMRP and Draft CEQA Findings and Agenda Items	May 4, 2016	May 25, 2016	DD&A incorporates comments - assume 2 weeks; DD&A will prepare and/or assist the County RMA with PC agenda items and CEQA Findings; assumes 3 weeks
County RMA Review and Comment on Draft CEQA Findings and Agenda Items	May 26, 2016	June 9, 2016	Assumes 2 weeks
DD&A Finalizes CEQA Findings and Agenda Items	June 10, 2016	June 21, 2016	Final Agenda Items due by noon on the Tuesday one week prior to PC meeting (assuming meeting June 29, 2016)
Distribute Final EIR/MMRP to Commenting Parties	June 17, 2016	June 17, 2016	No later than 10 days prior to approval (anticipated approval June 29, 2016)
Planning Commission/Public Hearing	June 29, 2016	June 29, 2016	Project Approval/CEQA Certification
DD&A Prepares Draft NOD/County Files NOD	June 30, 2016	July 6, 2016	NOD filing required within 5 business days of project approval/CEQA certification



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
8/14/2015

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).

**PRODUCER**

SelectSolutions Insurance Services, LLC  
License# 0127711  
1350 Carlbach Avenue  
Walnut Creek, CA 94596

CONTACT NAME: **Diana Chau**  
PHONE (A/C, No, Ext): **714-361-7700** FAX (A/C, No): **855-804-8449**  
EMAIL ADDRESS: **dianac@heffins.com**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Citizens Insurance Co of America	31534
INSURER B:	Hanover American Insurance Co	36034
INSURER C:	Continental Casualty Co	20443
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED**

Denise Duffy & Associates, Inc.  
947 Cass St., Ste. 5  
Monterey, CA 93940

**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 LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		OB3916991204	09/01/15	09/01/16	DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	GEN'L AGGREGATE LIMIT APPLIES PER						MED EXP (Any one person) \$5,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$INCL IN GL
	ALL OWNED AUTOS			OB3916991204	09/01/15	09/01/16	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		OB3916991204	09/01/15	09/01/16	EACH OCCURRENCE \$1,000,000
	DED	RETENTION \$0					AGGREGATE \$1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>	N/A	WZ3916990604	09/01/15	09/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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	11/05/14	11/05/15	Per Claim Aggregate \$2,000,000
							\$2,000,000

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

Re: Carmel Lagoon Project. The County of Monterey, Its Officers, Agents and Employees are named as additional insured (primary) on General Liability policy if required by written contract per attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey  
Resource Management Agency  
168 W. Alisal St., 3rd 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

Policy Number: OB3916991204

Insured: DENISE DUFFY & ASSOCIATES, INC.

**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

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".



