



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13805 / Resolution No. 17-236 / Amendment No. 2

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

- a. Approved Amendment No. 2 to Professional Services Agreement No. A-13805, Resolution No. 17-236, with Harris & Associates, Inc. to continue to provide additional Project Management, complete and implement the Environmental Documentation and Permits, and provide Bid Period Services and Design Support During Construction to complete services for Phase 2 of the Palo Colorado Road Emergency Repair at Rocky Creek Crossing, to increase the not to exceed amount by \$157,058 for a total amount not to exceed \$575,486, with no term extension to the term ending June 13, 2020; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Professional Services Agreement No. A-13805, Resolution No. 17-236, and any future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 19th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting June 19, 2018.

Dated: June 26, 2018
File ID: A 18-271

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By

A handwritten signature in blue ink, appearing to read "Joel G. Pablo", is written over a horizontal line.

Joel G. Pablo, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Harris & 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, due to the exigent need to complete repair work on Palo Colorado Road at the Rocky Creek Crossing caused by the January and February 2017 Winter Storm Events and to avert any further catastrophic damage that may ensue during the 2017/2018 Winter Storm Season on the roadway and at the direction of Federal Emergency Management Agency (hereinafter, "FEMA") personnel, CONTRACTOR was selected using a three (3) bid process to provide professional engineering services (hereinafter, "services") for Phase 2 of the Palo Colorado Road Emergency Repair at the Rocky Creek Crossing (hereinafter, "Project"); and

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on July 26, 2017 (hereinafter, "Agreement") to provide services for the Project through June 13, 2020 for an amount not to exceed \$418,428.00; and

WHEREAS, Agreement was amended by the Parties on December 14, 2017 (hereinafter, "Amendment No. 1", including Exhibit D – Federal Emergency Management Agency (FEMA) Federal Provisions) to include Exhibit D to comply with FEMA requirements with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Task 2.1, Wetland Delineation and Preliminary Jurisdictional Determination, Task 2.3, Central Coast Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC) and/or Waste Discharge Requirements (WDR) (Section 401), Task 2.9, Coastal Development Permit (CDP) Support, and California Environmental Quality Act (CEQA) Documentation of Task 2.10, CEQA/National Environmental Policy Act (NEPA) Documentation, of the original scope of the Agreement have been completed; and

WHEREAS, due to delays caused by the exhaustive and extensive coordination during the environmental permitting effort of the Project, the Parties reallocated funding for Task 8, Bid Period Services and Design Support During Construction, in the amount of \$52,376 from the original scope of the Agreement, to Task 2, Environmental Documentation and Permits; and

WHEREAS, due to the complexity of regulatory permitting, additional coordination and support during construction is required from CONTRACTOR; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional Project Management, complete and implement the Environmental Documentation and Permits, and provide for Bid Period Services and Design Support During Construction to complete services for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to reallocate funding in the amount of \$52,376 from Task 8 to Task 2 and to increase the amount by \$157,058 for a total amount not to exceed \$575,486 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$575,486.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1, Scope of Services/Payment Provisions".
3. Amend Section 8.02, "Indemnification for Design Professional Services Claims", under Paragraph 8, "Indemnification", to read as follows:

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 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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

4. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number MYA 3000*3362, Project Name and associated Delivery Order number and an original hardcopy shall be sent to the following:

Page 2 of 4

Amendment No. 2 to Professional Services Agreement
Harris & Associates, Inc.
Palo Colorado Road Emergency Repair at Rocky Creek Crossing (RFQ #1601)
RMA – Public Works, Parks and Facilities
Term: June 13, 2017 – June 13, 2020
Not to Exceed: \$575,486.00

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

5. All terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Harris & Associates, Inc.
Contractor's Business Name

Date: _____

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Steven Winchester, Sr. Vice Pres.
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 5/22/18

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

Date: _____

Its: Steven Winchester, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 5/22/18

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Harris & Associates, Inc.

Contractor's Business Name

Date: 6.29.18

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Steven Winchester, Sr. Vice Pres.
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 5/22/18

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

Date: May 24, 2018

Its: Steven Winchester, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5/22/18

Date: 5-25-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Harris & Associates, Inc., hereinafter referred to as “CONTRACTOR”
for the
Palo Colorado Road Emergency Repair at Rocky Creek Crossing,
hereinafter referred to as “Project”**

BACKGROUND:

CONTRACTOR’s team has been working hard to finalize the Project for the County and the Community of Palo Colorado. The environmental permitting effort for this Project has been exhaustive and required extensive coordination from the CONTRACTOR’s team. This is a result of the following factors:

- Federal Emergency Management Agency (FEMA) was not able to provide timely resources to approve the Project Worksheet and initiate environmental consultation, which in turn allows the United States Army Corps of Engineers (USACE) to begin the 404 permitting process.
- While coordinating with USACE, the USACE staff took exception to the Wetlands Delineation prepared by CONTRACTOR’s team. This required additional time to address and conference calls to discuss.
- The Central Coast Regional Water Quality Control Board (RWQCB) required additional tree mitigation outside their jurisdiction which is not considered the norm.
- The California Department of Fish and Wildlife (CDFW) did not accept the tree mitigation plan as presented and required mitigation elsewhere. This came as a surprise since the Central Coast RWQCB accepted the plan.
- The delays prevented tree removal before the bird nesting season; therefore, preconstruction nesting bird surveys are required.
- CONTRACTOR has since received the draft permit from CDFW which requires various surveys and monitoring efforts not included in CONTRACTOR’s original scope of services.

Because of these delays and additional coordination, CONTRACTOR has moved previously allocated budget amounts from other tasks to cover CONTRACTOR’s efforts; this approach was presented to the County and approved to keep the Project moving forward. As of the preparation of this Amendment No. 2, CONTRACTOR has approximately \$15,000 remaining in CONTRACTOR’s original budget.

Amendment No. 2 provides for an additional budget for Phase 2 to provide Project Management services, complete and implement the Environmental Documents and Permits, and increase the budget for Bid Period Services and Design Support During Construction. CONTRACTOR has accounted for the remaining budget in the original Agreement.

The following includes the remaining tasks to be provided to complete the Project.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SCOPE OF SERVICES:

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 – PROJECT MANAGEMENT

Project Management responsibilities shall involve preparation and maintenance of the Critical Path Method (CPM) schedule, resource management, and coordination meetings with the Project Development Team (PDT).

TASK 2 – ENVIRONMENTAL DOCUMENTATION AND PERMITS

CONTRACTOR is supplementing CONTRACTOR's in-house environmental team with key staff from ICF Jones & Stokes, Inc. (ICF). The following tasks are presented as shown in the original Agreement and are remaining, unless otherwise noted.

TASK 2.1 – WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION

Complete

TASK 2.2 – USACE NATIONWIDE PERMIT (SECTION 404)

CONTRACTOR has been coordinating with USACE since May 2017; however, they cannot move forward with the permitting process until FEMA (Lead Federal Agency) initiate's consultation on Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Federal Endangered Species Act (ESA). This has caused inefficiencies due to the prolonged period of coordination. Therefore, CONTRACTOR is requesting additional budget to complete this effort.

It should be noted that the CONTRACTOR's Team has made some progress with FEMA, and CONTRACTOR expects USACE to begin their process in March 2018.

TASK 2.3 – CENTRAL COAST RWQCB WATER QUALITY CERTIFICATION AND/OR WASTE DISCHARGE REQUIREMENTS (WDR) (SECTION 401)

Complete

TASK 2.4 – CDFW LAKE OR STREAMBED ALTERATION AGREEMENT (SECTION 1602)

CDFW has issued a draft of their 1602 permit application. CONTRACTOR is requesting additional budget to address their requirement for riparian tree replacement, which requires another offsite mitigation. Also, the draft permit requires the following surveys and monitoring for which CONTRACTOR has included in this Amendment No. 2:

California Red-Legged Frog. Construction activities will be monitored by a qualified biological monitor to confirm that no California red-legged frogs are in the work area during ground disturbing activities and prevent frog mortality or injury. Clearance surveys prior to the onset of activities each day will determine if any California red-legged frogs are present within the Project and, if so, individuals are able to leave on their own volition prior to initiation or commencement of work within 500 feet of the observation.

Western Pond Turtle. To avoid impacts on western pond turtles, the County will retain a qualified wildlife biologist to conduct a preconstruction survey for western pond turtles no more than 48 hours before the

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

start of construction within suitable aquatic habitat and adjacent upland habitat. The wildlife biologist will look for adult pond turtles, in addition to nests containing pond turtle hatchlings and eggs. If an adult western pond turtle is located in the construction area, the biologist will move the turtle to a suitable aquatic site, outside the construction area. If an active pond turtle nest containing either pond turtle hatchlings or eggs is found, the County will consult with CDFW to determine and implement appropriate avoidance measures, which may include a “no-disturbance” buffer around the nest site until the hatchlings have moved to a nearby aquatic site.

Nesting Birds. The Project area may serve as breeding area for migratory birds. To avoid impacts on migratory birds that are protected under the Migratory Bird Treaty Act (MBTA), the County will retain a qualified biologist to conduct pre-construction surveys within two (2) weeks before the initiation of construction activities and at any time between February 1 and August 31. If surveys indicate that migratory bird or raptor nests are found in any areas that would be directly affected by construction activities (e.g., the noise associated with construction would substantially exceed ambient noise levels), then the appropriate no-work buffer will be established in consultation with the United States Fish and Wildlife Service (USFWS) and CDFW to avoid disturbance or destruction of the nest site until after the breeding season or after a wildlife biologist determines that the young have fledged (usually late June to mid-July).

A Fish Removal and Rescue Plan shall be prepared and submitted to CDFW for approval prior to the start of Project activities, and kept on-site during all phases of the Project. The plan shall be prepared and implemented by a qualified fisheries biologist with all the necessary State and Federal permits. Rescued fish shall be moved to the nearest appropriate site outside the work area. A record shall be maintained of all fish rescued and moved. The record shall include at a minimum, the date of capture and relocation, the method of capture, location of relocation in relation to the Project site, and the number and type of fish captured and relocated. The record shall be provided to CDFW within two (2) weeks of completing fish rescue activity. Additional requirements are identified in the draft CDFW permit.

TASK 2.5 – BIOLOGICAL RESOURCES ASSESSMENT (SECTION 7)

As stated previously, USACE has not officially initiated consultation on Biological Resource Assessment and awaiting FEMA’s consultation. CONTRACTOR has met with USACE unofficially and received feedback on CONTRACTOR’s permit documents. Therefore, CONTRACTOR feels this assessment is in good standing, however, nothing is certain. Therefore, CONTRACTOR is requesting additional budget to complete this task.

TASK 2.6 – CULTURAL RESOURCES STUDIES (SECTION 106)

As stated previously, USACE has not officially initiated consultation on the Cultural Resources Studies and is awaiting FEMA’s consultation. CONTRACTOR has met with USACE unofficially and received feedback on CONTRACTOR’s permit documents. Therefore, CONTRACTOR feels this study is in good standing, however, nothing is certain. Therefore, CONTRACTOR requests additional budget to complete this task.

TASK 2.7 – CONCEPTUAL MITIGATION PLAN

The Conceptual Mitigation Plan, including the recently prepared Riparian Revegetation Plan, is currently being revised pursuant to feedback received by CDFW regarding the location of replacement trees for the riparian trees removed. This feedback was unexpected since the Central Coast RWQCB approved the offsite location Glen Deven Ranch, which provides for replacement trees at an upland location, and CDFW did

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

not express comments or concerns, at least initially. Therefore, CONTRACTOR is requesting additional budget to complete this task.

TASK 2.8 – PERMITTING PROCESS MANAGEMENT AND MEETINGS

This task will be absorbed within the respective tasks already identified. Therefore, additional budget is not requested at this time.

TASK 2.9 – COASTAL DEVELOPMENT PERMIT (CDP) SUPPORT

Complete

TASK 2.10 – CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)/NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTATION

CEQA.

Complete

NEPA. The NEPA documentation will be prepared by FEMA, as federal lead agency. Based on CONTRACTOR's conversation with Cal OES (Monique Wilber, Senior Environmental Planner), FEMA will serve as the federal lead agency. FEMA does not delegate NEPA authority to the USACE or any other agency, and will coordinate with the USACE for NEPA compliance, which is triggered by a federal action, such as a federal permit or federal funding. Based on CONTRACTOR's conversation with Cal OES, it is anticipated that NEPA documentation will be a Categorical Exclusion or Programmatic Environmental Assessment (EA), using the same documentation and supporting materials prepared to support the Section 404 permit and other permits.

An increase in budget for this effort is not required.

TASK 2.11 – BIRD NESTING SURVEY (NEW)

Due to the delays in tree removal before the bird nesting season, preconstruction nesting bird surveys are required. Therefore, CONTRACTOR has estimated an effort to provide this service during construction.

ASSUMPTIONS

This scope of services includes ongoing coordination with the Big Sur Land Trust to finalize offsite mitigation plans. This scope of services does not include implementation of the onsite mitigation (tree/vegetation planting, management, monitoring and reporting) because it is assumed that it will be implemented by a County-selected contractor. This scope of services also assumes that the construction crews will flag the limits of construction/encroachment and the trees for removal. However, CONTRACTOR can do this work upon request and amendment to this scope of services and cost estimate.

TASK 8 – BID PERIOD SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION

The initial budget for this task has been allocated to Task 2, Environmental Documentation and Permits. Therefore, CONTRACTOR requests additional budget to assist the County with reviewing project submittals from the contractor. The effort associated with this task is difficult to estimate. Therefore, CONTRACTOR has estimated a budget for this task.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

COST ESTIMATE

The not to exceed time and materials cost estimate for performing the tasks described above is **\$157,058, which does not include the remaining budget under the existing Agreement.** The following is a summary of the Palo Colorado Agreements to date:

Agreement	Harris JN	Budget	Budget Remaining	Actual Fee (to date)
Palo Colorado Phase 1	150-1003.003	\$299,714.30	\$13,043.76*	\$286,670.54
Palo Colorado Phase 2	170-0288.01	\$418,428.00	\$15,000	\$403,428.00
Total (to date) =		\$718,142.30		\$690,098.54
Palo Colorado Phase 2 – Amendment No. 2	170-0288.01	\$157,058.00	--	

*This budget is not available due to contractual dates in the original Agreement.

**Billing rates have been revised to reflect 2018 rates per Exhibit 10-H of this Agreement.

Please note that it is difficult to estimate the cost for permit and design services for a project that has received various FEMA contacts and resulting delays. Therefore, CONTRACTOR's cost (see the following Fee Estimate) may be subject to change pending permit reviews and actual design services performed for this emergency Project. CONTRACTOR pledges to communicate these changes as soon as they are known.

The CONTRACTOR's team remains committed to this important Project and will keep this Project a priority until the Project is constructed and the County is reimbursed.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



County of Monterey Palo Colorado Road Emergency Repair (MP 3.0-3.5) Project at Rocky Creek Crossing Amendment No. 2 FEE ESTIMATE

Task/Subtask	Harris & Associates, Inc.										Subconsultants					Subtotals		
	QA/QC Gury Yagade	PM Frank Lopez	Roadway Lead Glenn Espinoza	H&H Lead Alex Yacava	Project Engineer TBD	Design Engineer Omar Jalili	ENV Lead Katie Giberson	Biologist Shannon Bane	Grant Coordinator Ken Leap	Senior CM Dana Yan Horn	Project Coordinator Carol Johnson	Survey MBE Allowance	Geo PCE Allowance	Permitting ICF Allowance	Structural TRC Allowance		Arborist	Harris Markup 0%
Task 1 Project Management																		
1.1 Project Management																		
Subtotal Hours =																		
Subtotal (\$) =																		
Task 2 Environmental Documentation and Permits																		
2.2 USACE Nationwide Permit (Section 404)																		
2.4 CDFW Lake or Streambed Alteration Agreement (Section 1602)																		
2.5 Biological Resources Assessment (Section 7)																		
2.6 Cultural Resources Studies (Section 106)																		
2.7 Conceptual Mitigation Plan																		
2.11 Bird Nesting Survey																		
Subtotal Hours =																		
Subtotal (\$) =																		
Task 8 Bid Period Services and Design Support During Construction																		
8.2 RFI and Submittal Reviews																		
Subtotal Hours =																		
Subtotal (\$) =																		
Total Hours by Classification =																		
Total (\$) by Classification =																		
Percentage of Time Allocated (by hours) =																		
Direct Expenses =																		
Total (\$) =																		
Note: ICF subconsultant for Fish Removal/Rescue Plan Impelmentation. The estimate includes 54 hours for five days (10 hours/day) for field work, 4 hours for NMFS report, and travel expenses.																		
Total Harris																		\$149,058
Total Subs																		\$8,000
Total																		\$157,058

Note: ICF subconsultant for Fish Removal/Rescue Plan implementation. The estimate includes 54 hours for five days (10 hours/day) for field work, 4 hours for NMFS report, and travel expenses.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/27/2017

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

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

PRODUCER 0787776 RUS International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524	1-800-877-4560 PHONE (AC, MO, EXT) 925 605-6550 FAX (AC, MO) 925 605-6550 E-MAIL Address: INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Navigators Specialty Insurance Company INSURER C: Travelers Property Casualty Co of Amer INSURER D: Continental Casualty Company INSURER E: INSURER F:
INSURED Harris & Associates Inc. Attn: Susan Mandilay 1401 Willow Pass Road, Suite 500 Concord, CA 94520	

COVERAGES	CERTIFICATE NUMBER: 80465503	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSUR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. W/O	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- PERTY <input checked="" type="checkbox"/> LOC		NR93201722 00	08/01/17	08/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOD AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO: ALL OWNED AUTOS SCHEDULED AUTOS: NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		LA17NKC71270110	08/01/17	08/01/18	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below PROFESSIONAL LIABILITY Claims-Made	V/N N/A	PJUB0160N36A17 *	08/01/17	08/01/18	<input checked="" type="checkbox"/> NO STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 Per Claim 10,000,000 Aggregate 10,000,000 Ded. Each Claim 150,000

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

* Workers Compensation policy excludes monopolistic states MD, OR, WA, WY.

General Liability Additional Insured status granted, if required by written contract/agreement, per attached forms MAN-0426 0715 & MAN-0427 0715.

County of Monterey, its officers, agents & employees are additional insureds under General Liability if required by a written contract.

RE: Palo Colorado Road Emergency Repair, Rocky Creek Crossing, Phase 2

(NA #1700288)

CERTIFICATE HOLDER	CANCELLATION
170-0288 (2020) County of Monterey Shelley Dickinson Monterey County Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 93901-4527 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2017

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Sponsored Programs PHONE (A/C No. Excl): 1-877-320-9393 E-MAIL ADDRESS: riskmanagement@marshpm.com INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C No.): 515-365-0895 Vendor ID: 31459 NAME# 24147
--	--	--

INSURED
HARRIS & ASSOCIATES, INC
HARRIS & ASSOCIATES, INC
1401 Willow Pass Road, Ste 600
Concord, CA 94520
Customer #: EXP100554

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR	WYS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPSR AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		L100554-17	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/M	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> B.L. EACH ACCIDENT \$ B.L. DISEASE - EA EMPLOYEE \$ B.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1XL1

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. County of Monterey, its officers, agents and employees are additional insured where required by written contract. RE: Palo Colorado Road Emergency Repair, Rocky Creek Crossing, Phase 2 (HA #1700288)

CERTIFICATE HOLDER 170-0288 (2020) County of Monterey Shelley Dickinson Monterey County Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 939014527	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brenda L. Vincent</i>
---	---

POLICY NUMBER: ZBF9201722 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

MAN-0426 07/15

ENV 7411 2 OF 4 B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as Required By Written Contract	

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

- A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF9201722 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

MAN-0427 07/15

3 OF 4 F

ENV 7411

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as Required By Written Contract	

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF9201722 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

Additional Insured - Primary and Non-Contributory

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 I - 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 Coverages A or B of this Coverage Part, our obligations are limited as follows:

(1) 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:

(a) For the sole negligence of the Additional Insured;

(b) When the Additional Insured is an Additional Insured under another primary liability policy; or

(c) When (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 (3) below.

(2) Excess Insurance

(a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(I) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(II) That is Fire Insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(III) 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

(iv) 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 I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(b) When this insurance is excess, we will have no duty under Coverages A or B 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.

(c) 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:

(i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(ii) 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.

(3) Method Of Sharing

(a) 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.

(b) 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.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF8201722 06

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

Name Of Person Or Organization:

BLANKET WITH WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Page 1 of 1

CG 24 04 05 09

© Insurance Services Office, Inc., 2008

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s): County of Monterey, its agents, officers and employees
County of Monterey Resource Management Agency
1441 Schilling Place-South, 2nd Floor
Salinas, CA 93901-4527

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

Named Insured: HARRIS & ASSOCIATES, INC

Endorsement Effective Date: 08/01/2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

TRAVELERS
 ONE TOWER SQUARE
 HARTFORD, CT 06183

**WORKERS COMPENSATION
 AND
 EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (PJUB-8166N38-A-17)

ENV 7411 4 OF 4 B

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
 ENDORSEMENT - CALIFORNIA
 (BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
 FOR WHICH THE INSURED HAS
 AGREED BY WRITTEN CONTRACT
 EXECUTED PRIOR TO LOSS TO
 FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
 Insured

Policy No.

Endorsement No.
 Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 07-27-17

ST ASSIGN:

Page 1 of 1