

COUNTY OF MONTEREY

PARTIAL BILLING #

FINAL BILLING

PURCHASE ORDER NUMBER
R3003000173

"x" indicates confirming order - do not duplicate

Date 10 03 08 Page: 01

VENDOR #

L S A ASSOCIATES INC

20 EXECUTIVE PARK STE 200
IRVINE CA 92614

S H

MONTEREY COUNTY GOVERNMENT FIRE
PUBLIC WORKS
168 W. ALIBAL ST., 2ND FLOOR
T SALINAS, CA 95301

M T

cc: master file: orig.
PSA File: orig.
Arturo A.
Doug P.

O

BUYER:

L S A AS
PURCHASING AGENT

DELIVERY REQUIRED BY 09 27 08
F.O.B. DESTINATION

TERMS: NET 30 DAYS
REF. #:

CHARGE THIS INVOICE TO THESE ACCOUNTS				FILL IN	
NO.	FUND	BUDGET	ACCOUNT	AMOUNT ORDERED	AMOUNT RECEIVED
01	002	3000	6469	389,444.01	
RECEIVED					
OCT 06 2008					
RMA FINANCE					

I hereby certify that the goods and services listed below have been received as noted hereon.

Department Head or Authorized Employee _____ DATE _____
Invoice # _____

CHANGE ORDER

NO.	FILE IN QUANTITY RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT RECEIVED
01	1	ASMPER AMENDMENT NO. 1 TO AGREEMENT A-10/741 WITH LSA ASSOCIATES INC., TO PROVIDE ENVIRONMENTAL SERVICES FOR THE DAVIS ROAD BRIDGE REPLACEMENT PROJECT, COUNTY NO. 208 INCLUDING THE WIDENING OF DAVIS RD TO FOUR LANES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 08/01/08 THROUGH 12/31/09 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT. THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$389,444.01. *****CHANGE ORDER***** CHANGE ORDER ISSUED PER AMENDMENT NO. 1 TO EXTEND THE AGREEMENT TERM UNTIL 12/31/09 (NO DOLLAR AMOUNT CHANGE).	389,444.01	389,444.01

I HEREBY CERTIFY THAT THE COMPUTATIONS ON THIS DOCUMENT AND THE ATTACHED INVOICES ARE CORRECT.

BY DEPUTY AUDITOR

BY AUTHORIZED PURCHASING AGENT

RECEIVING AUTHORIZATION TO PAY

TOTAL TO PAY

389,444.01

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and LSA ASSOCIATES, INC. (hereinafter, "CONTRACTOR") which was executed by the County on January 4, 2007, (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to extend the term to December 31, 2009 to provide additional environmental services for the Davis Road Bridge Replacement Project, County No. 208 including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County.

NOW, THEREFORE, the parties agree to further amend the Agreement as follows:

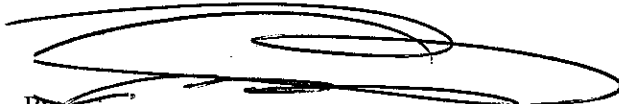
1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 1, 2006 to December 31, 2009, unless sooner terminated pursuant to the terms of this Agreement.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

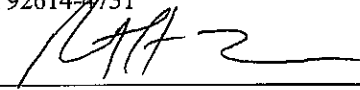
COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 10-6-08

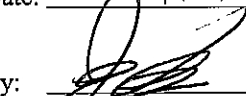
CONTRACTOR

LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, CA 92614-4731

By: 

Its: President
(Signature of Chair, President, or Vice-President)

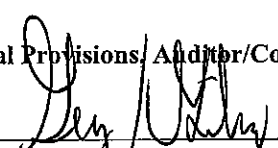
Date: 9/12/08

By: 

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

Date: 9/15/08

Approved as to Fiscal Provisions, Auditor/Controller

By: 

Date: 9-18-08

RISK MANAGEMENT
COUNTY OF MONTEREY

Approved as to Indemnity and Insurance Provisions, Risk Management

INSURANCE LANGUAGE

By: _____

By: Aydin Schumaker
Date: 9-16-08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 09/14/07
PRODUCER Dealey, Renton & Associates Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED LSA Associates, Inc. 20 Executive Park, Suite 200, Irvine, CA 92614		
INSURERS AFFORDING COVERAGE		
		INSURER A: Zurich American Ins. Co.
		INSURER B: Steadfast Ins. Co.
		INSURER C: American Automobile Ins. Co.
		INSURER D: Hartford Fire Ins. Co.
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO9157444	09/30/07	09/30/08	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$100,000
	☐ CLAIMS MADE ☒ OCCUR				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 ☐ PRO-JECT ☐ LOC				
D	AUTOMOBILE LIABILITY	57UUNIF1488	09/30/07	09/30/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	SEO9157445	09/30/07	09/30/08	EACH OCCURRENCE \$1,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$1,000,000
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80954268	09/30/07	09/30/08	☒ WC STATUTORY LIMITS ☐ OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	EOC916093500	09/30/07	09/30/08	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

All Operations of the Named Insured.

County of Monterey, its Officers, Agents and Employees are additional
(See Attached Descriptions)

CERTIFICATE HOLDER Monterey County Department of Public Works Attn: Lew C. Bauman 168 West Alisal Street, 2nd Floor Salinas, CA 93901	ADDITIONAL INSURED/INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Insureds to General and Auto Liability. Insurance is Primary and Non
tributary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Monterey County Department of Public Works Attn: Lew C. Bauman 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Schedule Cont.: The County of Monterey, It's Officers, Employees and Agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

POLICY NUMBER: GLO9157444

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

(Continued from page 1.)

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED(S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

Insured: LSA Associates, Inc.

Insurer: Hartford Fire Insurance

Policy Effective Dates: September 30, 2007-September 30, 2008

Policy Number: 57UUNIF1488

Additional Insureds: *County of Monterey, Its Officers, Agents and Employees*

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
 - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

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