

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ICF JONES & STOKES, 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 ICF Jones & Stokes, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

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

WHEREAS, Agreement was amended by the Parties on May 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), May 29, 2014 (hereinafter, "Amendment No. 2"), and November 3, 2014 (hereinafter, "Amendment No. 3") and incorporated into the Agreement by this reference; and

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

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

WHEREAS, County engaged CONTRACTOR to prepare the EIR; and

WHEREAS, the EIR for the Project has not been completed due to the Project Applicant's delay in the submission of a new Mining and Reclamation Plan to the County for review and evaluation before completion of the EIR for the Project; and

WHEREAS, the Project Applicant has requested additional time to allow for evaluation and negotiation of a project alternative for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2016 with no associated dollar amount increase to allow additional time for the Project Applicant to provide a new Mining and Reclamation Plan before completion of the EIR and to evaluate and negotiate a project alternative for completion of the Project.

Amendment No. 4 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Stonewall Canyon Quarry EIR
RMA – Planning
Term: June 19, 2012 – June 30, 2016
Not to Exceed: \$329,525.60

NOW, THEREFORE, the Parties agree to 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 June 19, 2012 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.
2. The “Schedule” in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2016, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

Amendment No. 4 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Stonewall Canyon Quarry EIR
RMA – Planning
Term: June 19, 2012 – June 30, 2016
Not to Exceed: \$329,525.60

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

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Director of Planning

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

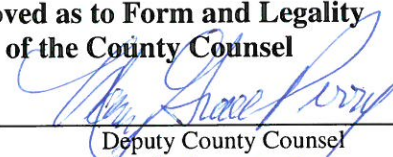
Date: 4/29/15

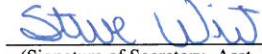
By: 
(Signature of Chair, President or Vice President)

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

Date: 4/21/15

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

By: 
Deputy County Counsel


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

Its: Steve Wirt, Asst. Secretary
(Printed Name and Title)

Date: 4-28-15

Date: 4/21/15

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 4-27-15

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.

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ICF Jones & Stokes, Inc.
Stonewall Canyon Quarry EIR
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/26/2014

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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA | INSURER A: Great Northern Insurance Co. 20303 | |
| | INSURER B: Sentry Ins A Mutual Company 24988 | |
| | INSURER C: AXIS Surplus Insurance Company 26620 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570054316462** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 35812409 Package - Domestic | 06/25/2014 | 06/25/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 7352-29-55 Automobile - All States | 06/25/2014 | 06/25/2015 | 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 RETENTION | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | 90-17657-01 Workers Comp 90-17657-02 Workers Comp | 06/25/2014 | 06/25/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| C | E&O-MPL-Primary | | EBZ768043/01/2014 Errors & Omissions | 06/25/2014 | 06/25/2015 | Prof Liab Agg - All Overall policy aggr \$2,000,000 |

Certificate No : 570054316462

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

1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.

2 - County of Monterey, its agents, officers and employees as Additional Insureds.

3 - subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as respect work being done by ICF Jones & Stokes, Inc. for the County of Monterey.

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| County of Monterey Contracts/Purchasing Department 168 West Alisal Street - 3rd Floor Salinas, CA 93901 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc</i> |



Liability Insurance

Endorsement

Policy Period JUNE 25, 2014 TO JUNE 25, 2015
Effective Date JUNE 25, 2014
Policy Number 3581-24-09 EUC
Insured ICF JONES & STOKES, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued JUNE 25, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who Is An Insured

Scheduled Person Or Organization

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

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

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

Schedule

ANY PERSON OR ORGANIZATION AS REQUIRED BY CONTRACT

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

County of Monterey, its agents, officers and employees

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "R. H. [unclear]", written over a horizontal line.

Reference Copy

Liability Insurance

Endorsement

| | |
|------------------------|----------------------------------|
| <i>Policy Period</i> | JUNE 25, 2014 TO JUNE 25, 2015 |
| <i>Effective Date</i> | JUNE 25, 2014 |
| <i>Policy Number</i> | 3581-24-09 EUC |
| <i>Insured</i> | ICF JONES & STOKES, INC. |
| <i>Name of Company</i> | GREAT NORTHERN INSURANCE COMPANY |
| <i>Date Issued</i> | JUNE 25, 2014 |

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

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

Conditions

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

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

Schedule

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

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

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

POLICY NUMBER: 7362-29-66

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

| | |
|---|---|
| Endorsement Effective: 6/25/14 | Countersigned By: |
| Named Insured: ICF JONES & STOKES, INC. | <i>James J. McCreath</i> (Authorized Representative) |

SCHEDULE

Name of Person(s) or Organization(s)

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

County of Monterey, Its officers, agents and employees

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

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

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies an "Insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.