

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LSA 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 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 March 31, 2011 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 March 31, 2011, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit B-1, Federal Provisions".
3. Pages 1 and 2 of "Exhibit B, Federal Provisions" are hereby replaced with Pages 1 through 10 of "Exhibit B-1, Federal Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 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. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: *Debra Bayard for M. Leus*
Contracts/Purchasing Officer

Date: 11/5/09

Approved as to Form, County Council

By: *Cynthia S. Mason*
Deputy County Counsel

Date: 10-5-09

Approved as to Fiscal Provisions, Auditor/Controller

By: *Debra Bayard*

Date: 10-15-09

CONTRACTOR

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

By: _____

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

Date: _____

By: _____

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

Date: _____

ENTERED

NOV - 6 2009

D BAYARD

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR

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

By: Debra Bayard for H. Neer
Contracts/Purchasing Officer

By: [Signature]

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

Date: 11/5/09

Date: 10/13/09

Approved as to Form, County Counsel

By: [Signature]
Deputy County Counsel

By: [Signature]

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

Date: 10-5-09

Date: 10/13/09

Approved as to Fiscal Provisions, Auditor/Controller

By: [Signature]

Date: 10/15/09

ENTERED

NOV - 6 2009

D BAYARD

ENTERED

NOV 05 2009

CCC

**EXHIBIT B-1 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

ARTICLE I CONTACT INFORMATION

County Project Manager
Name Doug Poochigian, P.E.
Title: Civil Engineer
Address: 168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Telephone Number: (831)755-4888

Contractor Project Manager
Name: Crystahl Taylor.
Title: Senior Environmental Planner
Address: 20 Executive Park, Suite 200
Irvine, CA 92614
Telephone Number: (805)782-0745

ARTICLE II TERMS

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)

- The method of payment for this contract will be based on actual cost-plus-a fixed fee.**
- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of \$ N/A. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the executed Proposal.
- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required

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deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on specific rates of compensation** (on-call contracts).

- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and

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project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").

- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

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County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract, shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.
- M. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on lump sum.**
- A. The total lump sum price paid the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY'S Project Manager. Final

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invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE IV CHANGE IN TERMS

- A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

ARTICLE V COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principals and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

ARTICLE VI CONTINGENT FEE

The CONTRACTOR warrants, by execution of this contract, that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul

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this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE VII RETENTION OF RECORDS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE VIII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE IX SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manger.

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ARTICLE X INSPECTION OF WORK

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XI SAFETY

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XII OWNERSHIP OF DATA

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29,

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Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XIV STATE PREVAILING WAGE RATES

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:
1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Civil Engineer of Monterey County, and that the consulting firm of LSA Associates, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

9/28/09

Date

Douglas Pookhigian P.E.
Signature

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
County of Monterey Resource Management Agency Attn: Dalia Mariscal 168 W. Alisal Street, 2nd Floor Salinas, CA 93901	Schedule Cont.: The County of Monterey, its Officers, Agents and Employees
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.

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

POLICY NUMBER: GLO915744402

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.)
WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

Insured: LSA Associates, Inc.

Insurer: Hartford Fire Insurance

Policy Effective Dates: September 30, 2009 -September 30, 2010

Policy Number: 57UUNIF1488

Additional Insureds: *County of Monterey, Its Agents, Officers 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.