

**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:

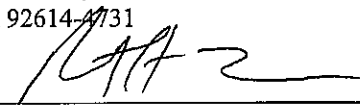
**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer

Date: 10-6-08


**CONTRACTOR**

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

By:   
President

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

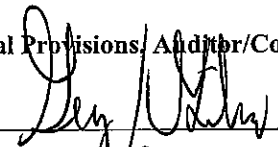
Date: 9/12/08

By:   
CFO

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

Date: 9/15/08

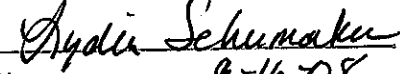
**Approved as to Fiscal Provisions, Auditor/Controller**

By: 

Date: 9-18-08

**Approved as to Indemnity and Insurance Provisions, Risk Management**

By: RISK MANAGEMENT  
COUNTY OF MONTEREY

INSURANCE LANGUAGE  
By:   
Date: 9-16-08



**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.