AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND WHITLEY BURCHETT & ASSOCIATES, 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 Whitley Burchett & 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, CONTRACTOR entered into a Professional Services Agreement with County on February 1, 2012 (hereinafter, "Agreement") to provide on-call County Service Area (CSA)/County Sanitation District (CSD) engineering services through January 25, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on September 25, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to revise Exhibit B – Federal Provisions and to extend the term for one (1) additional year through January 25, 2015 with no increase to the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 8, 2014 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through January 25, 2016 with no increase to the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 13, 2015 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through January 25, 2017 with no increase to the Agreement's not to exceed amount; and

WHEREAS, the County has a continued need for on-call CSA/CSD engineering services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to January 25, 2018 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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:

Page 1 of 3

Amendment No. 4 to Professional Services Agreement
Whitley Burchett & Associates, Inc.
On-Call CSA/CSD Engineering Services (RFQ #10249)
RMA – Public Works
Term: January 25, 2012 – January 25, 2018
Not to Exceed: \$100,000.00

The term of this Agreement is from <u>January 25, 2012</u> to <u>January 25, 2018</u>, unless sooner terminated pursuant to the terms of this Agreement.

2. 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 the Multi-Year Agreement (MYA) number #MYA 3000*268, project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

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

- 2. All other terms and conditions of the Agreement remain unchanged and in full force.
- 3. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 4. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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	Whitley Burchett & Associates, Inc. Contractor's Business Name
Date:	By: (Signature of Chair, President or Vice President)
	Its: Roanne Ross, Vice president (Print Name and Title)
	Date: Nov. 23, 2016
Approved as to Form and Legality Office of the County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
By: Mary Grace Perry Deputy County Counsel	Its: Thomas Hendrey, Treasurer (Print Name and Title)
Date: $11 - 30 - 16$	Date: Nov 22, 2016
Approved as to Fiscal Provisions	
By: Audifor/Controller	
Date:	
Approved as to Indemnity and 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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Amendment No. 4 to Professional Services Agreement Whitley Burchett & Associates, Inc. On-Call CSA/CSD Engineering Services (RFQ #10249) RMA – Public Works Term: January 25, 2012 – January 25, 2018

Not to Exceed: \$100,000.00

01 II, Jay

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

COUNTY OF MONTEREY	CONTRACTOR*
Ву:	Whitley Burchett & Associates, Inc.
Contracts/Purchasing Officer	Contractor's Business Name
Date:	By: Number S. Par (Signature of Chair, President or Vice President)
	Its: Roanne Ross, Vice president (Print Name and Title)
	Date: Nov. 23, Z016
Approved as to Form and Legality Office of the County Counse	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
By: Mary Grace Perry Deputy County Counsel	Its: Thomas Hendrey, Treasurer (Print Name and Title)
Date: $11-30-16$	Date: Nov 22, 2016
Approved as to Fiscal Provisions	
By: Auditor/Controller	
Date: 4-30-16	
Approved as to Indemnity and 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.

Page 3 of 3

Term: January 25, 2012 – January 25, 2018 Not to Exceed: \$100,000.00

Client#: 433

CERTIFICATE NUMBER:

WHITLBURG

REVISION NUMBER:

ACORD.

COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2016

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	CONTACT Julie L. Nelson			
Dealey, Renton & Associates		0 452-2193		
P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	E-MAIL ADDRESS; Jnelson@dealeyrenton.com			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: American Insurance Company	21857		
Whitley, Burchett and Associates Inc. 1777 N. California Blvd. #200 Walnut Creek, CA 94596	INSURER B: American Automobile Ins. Co.	21849		
	INSURER C: XL Specialty Insurance Co.	37885		
	INSURER D:			
	INSURER E :			
	INSURER F:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

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.						
TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
X COMMERCIAL GENERAL LIABILITY		AZC80894365	03/16/2016	03/16/2017	EACH OCCURRENCE	\$2,000,000
CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
POLICY X JECT LOC					PRODUCTS - COMP/OP AGG	\$4,000,000
OTHER:					· . <u>-</u>	\$
AUTOMOBILE LIABILITY		AZC80894365	03/16/2016	03/16/2017	(Ea accident)	\$ 2,000,000
ANY AUTO			2	5	BODILY INJURY (Per person)	\$
AUTOS AUTOS					BODILY INJURY (Per accident)	\$
X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
						\$
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
DED RETENTION \$					Toro	\$
AND EUDI OVEROLI IABILITA		WZP81034866	09/01/2016	09/01/2017	X STATUTE OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	Y PROPRIETOR/PARTNER/EXECUTIVE N / A Indatory In NH)		C .		E.L. EACH ACCIDENT	\$1,000,000
(Mandatory In NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000 <u>,0</u> 00
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
Professional		DPR9725719	11/01/2016	11/01/2017	, ,	
Liability					\$2,000,000 Anni Agg	jr.
	ERTIFICATE MAY BE ISSUED OR MAY P KCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS VIMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORYS' LIABILITY ANY PROPRIETORYS' LIABILITY OFFICERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, TO KCLUSIONS AND CONDITIONS OF SUCH POLICIES. TYPE OF INSURANCE TYPE OF INSURANCE ADDLISUBRE AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPULATION S WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY AUTO AND PROPULATION S WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY AUTOS ANY PROPULATION S WORKERS COMPENSATION AND PROPORTS' LIABILITY ANY PROPIETOR S' LIABILITY ANY ANY AUTOS WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPIETOR S' LIABILITY ANY ANY AUTOS WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPIETOR S' LIABILITY ANY AUTOS WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY AUTOS WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY AUTOS WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY AUTOS WORKER'S COMPENSATION A	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED KCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE TYPE OF INSURANCE ADDLSUBR INSR WYD POLICY NUMBER X COMMERCIAL GENERAL LIABILITY AZC80894365 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE NAY PARTNER/EXECUT	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES CCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED ITYPE OF INSURANCE ADDISUBR POLICY EFF. TYPE OF INSURANCE ADDISUBR POLICY POLICY EFF. (MM/DD/YYYY) X COMMERCIAL GENERAL LIABILITY AZC80894365	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED FOLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIM TYPE OF INSURANCE ADDL SUBR POLICY NUMBER (MM/DD/YYYY) (MM/DD/YY	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO A KOLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE ADDISUBBR INSTRUMENT POLICY NUMBER POLICY FETP POLICY EXP INMIDITY. X COMMERCIAL GENERAL LIABILITY CENTLAGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS WORKERS COMPENSATION AND EXCESS LIAB OCCUR EXCESS LIAB OCCUR CLAIMS-MADE WORKERS COMPENSATION AND EXCESS LIAB OCCUR CLAIMS-MADE WORKERS COMPENSATION AND EXCESS LIAB OCCUR CLAIMS-MADE WORKERS COMPENSATION AND EXPERIENCE ADDITIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY WORKERS COMPENSATION AND PROPERTY DAMAGE OFFICE MEMBER EXCLUDED? (MINIT INSTALL DELATIONS DELOW) WORKERS COMPENSATION AND EMPLOYERS LIABILITY IT AND PROPERTY DAMAGE DED RETERITIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY LIMITS WORKERS COMPENSATION AND EMPLOYERS LIABILITY IT AND PROPERTY DAMAGE DED RETERITIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY LIMITS WORKERS COMPENSATION AND EMPLOYERS LIABILITY IT AND PROPERTY DAMAGE DEL DISEASE - FA EMPLOYEE EL DISEASE - FOLICY LIMIT PROPERTY DAMAGE LIMITS DYNAMORY OF THE POLICY EMPLOYEE EL DISEASE - FOLICY LIMIT PROPERTY DAMAGE PRODUCTS - COMPTON OF OPERATIONS DELOW DESCRIPTION OF OPERATIONS DELOW AUTOS AUT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Policy excludes claims arising out of the performance of professional services.

RE: On-call county service areas (CSA)/County Sanitation Districts (CSD) Engineering Services. RFQ #10249 The County of Monterey, its agents, officers, and employees are named as Additional Insured's to General and Auto Liability per policy form wording. Insurance is Primary and Non-contributory with Severability of Interest clause to General and Auto Liability. See attached endorsements.

OLIVIII IOATE HOLDER	CANCELLATION		
County of Monterey Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901	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		
	Julie La Jelson		

CANCELL ATION

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CEDTIFICATE HOLDED

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Whitley, Burchett and Associates Inc.

Policy Number AZC80894365

Producer Dealey, Renton & Associates

Effective Date 03/16/2016

Schedule

Name of Person(s) or Organization(s)

The County of Monterey, its agents, officers, and employees
Contracts/Purchasing Dept 168
West Alisal Street, 3rd Floor
Salinas, CA 93901

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

The following is added to Part I - WHO IS AN IN-SURED in the Business Liability Section of this policy arising out of your work for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

RE: On-call county service areas (CSA)/County Sanitation Districts (CSD) Engineering Services. RFQ #10249

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's FundInsurance Companies as named in the policy

Secretary

President

AB9067 12-93

EXCERPTS FROM: Fireman's Fund ABC MULTICOVER - AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.
- 19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
 - 2. Coverage C Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: PROPERTY/LIABILITY POLICY -- AB 90 00 12 93

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Insured:

Whitley, Burchett and Associates Inc.

Policy Number:

WZP81034866

Effective Date:

09/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

RE: On-call county service areas (CSA)/County Sanitation Districts (CSD) Engineering Services. RFQ #10249

The County of Monterey, its agents, officers, and employees Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901

Countersigned by Mille C

Authorized Representative

Form WC 04 03 06 Process Date: (1) Printed in U.S.A.

Policy Expiration Date: