

**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:

The term of this Agreement is from January 25, 2012 to January 25, 2018, 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

By: [Signature]
Contracts/Purchasing Officer

Date: 1-30-17

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 11-30-16

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-30-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Whitley Burchett & Associates, Inc.
Contractor's Business Name

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

Its: Roanne Ross, vice president
(Print Name and Title)

Date: Nov. 23, 2016

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

Its: Thomas Hendrey, Treasurer
(Print Name and Title)

Date: Nov 22, 2016

*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.

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: Roanne S. Ross
(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: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

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

Its: Thomas Hendrey, Treasurer
(Print Name and Title)

Date: 11-30-16

Date: Nov 22, 2016

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-30-16

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.

Client#: 433

WHITLBURC

ACORD™

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.

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.

PRODUCER: Dealey, Renton & Associates, P.O. Box 12675, Oakland, CA 94604-2675, 510 465-3090. CONTACT NAME: Julie L. Nelson, PHONE: 510 465-3090, FAX: 510 452-2193, E-MAIL ADDRESS: jnelson@dealeyrenton.com. INSURER(S) AFFORDING COVERAGE: American Insurance Company (21857), American Automobile Ins. Co. (21849), XL Specialty Insurance Co. (37885).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

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.

CERTIFICATE HOLDER: County of Monterey, Contracts/Purchasing Dept, 168 West Alisal Street, 3rd Floor, Salinas, CA 93901. CANCELLATION: 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 L. Nelson

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 03/18/2016

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 INSURED in the Business Liability Section of this policy

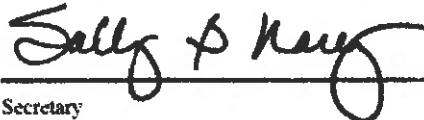
arising out of **your work** for that insured by or for you.

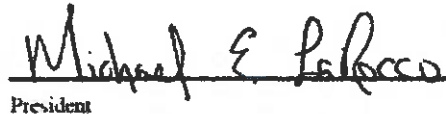
5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

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 Fund Insurance Companies as named in the policy


Secretary


President

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:

- 6. 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
The County of Monterey, its agents, officers, and employees Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901	RE: On-call county service areas (CSA)/County Sanitation Districts (CSD) Engineering Services. RFQ #10249

Countersigned by Michael Cis
Authorized Representative