

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ICF JONES & STOKES, INC.**

THIS AMENDMENT NO. 3 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 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 continued need for submission of a new Mining and Reclamation Plan by the Project Applicant for review and evaluation before completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 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 for the Project.

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, 2015, unless sooner terminated pursuant to the terms of this Agreement.

Amendment No. 3 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Stonewall Canyon Quarry EIR
RMA – Planning
Term: June 19, 2012 – June 30, 2015
Not to Exceed: \$329,525.60

2. The "Schedule" in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2015, 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. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement
ICF Jones & Stokes, Inc.

Stonewall Canyon Quarry EIR
RMA – Planning

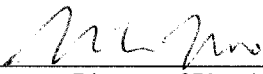
Term: June 19, 2012 – June 30, 2015

Not to Exceed: \$329,525.60

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the last date opposite the respective signatures below:

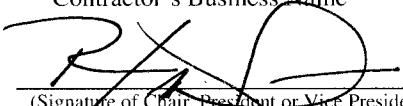
COUNTY OF MONTEREY

CONTRACTOR*

By: 
Director of Planning

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

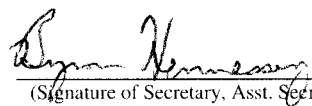
Date: 11/3/14

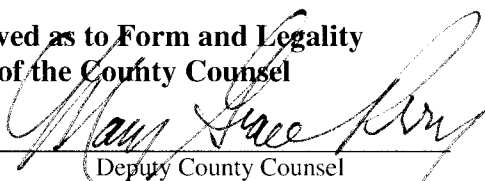
By: 
(Signature of Chair, President or Vice President)

Its: Robert F. Totk, SUP
(Printed Name and Title)

Date: Oct. 21, 2014

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

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


By: 
Deputy County Counsel

Its: Bryan Hennessy, Asst. Secy.
(Printed Name and Title)

Date: 10-29-14

Date: 10/21/14

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10-20-14

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.

Amendment No. 3 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Stonewall Canyon Quarry EIR
RMA - Planning
Term: June 19, 2012 - June 30, 2015
Not to Exceed: \$329,525.60



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:		
INSURED ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Sentry Ins A Mutual Company		24988
	INSURER D: AXIS Surplus Insurance Company		26620
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570054316460 **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 INSD	SUBR 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/CP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> 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)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			9363-00-18 Umbrella Liability	06/25/2014	06/25/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	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	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		Y	N/A	90-17657-02 Workers Comp	06/25/2014	06/25/2015	
D	E&O-MPL-Primary			EBZ768043/01/2014 Errors & Omissions	06/25/2014	06/25/2015	Prof Liab Agg - All \$3,000,000 Overall policy aggr \$3,000,000

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.

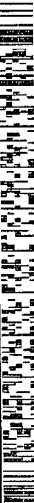
2 - County of Monterey, its officers, agents and employees are included as Additional Insureds as their interest may appear with respect to liability arising out of the work performed by or on behalf of the Named Insured.

3 - Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as

CERTIFICATE HOLDER County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901 USA	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 <i>Aon Risk Services Northeast Inc.</i>
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Holder Identifier :

Certificate No : 570054316460





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Jones & Stokes, Inc.	
POLICY NUMBER See Certificate Number: 570054316460			
CARRIER See Certificate Number: 570054316460	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
 respects work being done by Jones & Stokes Associates Inc. for the County of Monterey.

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 described 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



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



POLICY NUMBER: 7352-29-55

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: <i>James J. McCarath</i> (Authorized Representative)
Named Insured: ICF JONES & STOKES, INC.	

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.

**AMENDMENT NO. 3
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SYAR INDUSTRIES, INC.**

THIS AMENDMENT NO. 3 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Syar Industries, Inc. (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into a Funding 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 1-A, Amendment No. 1 to the Professional Services Agreement), May 29, 2014 (hereinafter, "Amendment No. 2") and incorporated into the Agreement by this reference; and

WHEREAS, 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") which requires an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged ICF Jones & Stokes, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, the EIR for the Project has not been completed by the Contractor due to the continued need for submission of a new Mining and Reclamation Plan by the PROJECT APPLICANT for review and evaluation before completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 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 for the Project.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the third paragraph in Section a, "CONTRACTOR", of Paragraph 6, "Payments to CONTRACTOR and County" to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2015, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA and Amendment No. 1 to the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

2. Amend Paragraph 8, "Term.", to read as follows:

AGREEMENT shall become effective June 19, 2012 and continue through June 30, 2015, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

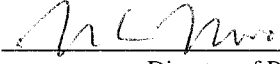
3. Amend first sentence of Paragraph 9, "Termination.", to read as follows:

AGREEMENT shall terminate on June 30, 2015, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days written notice to the other.

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

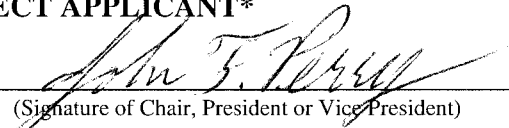
IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 3 to the Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: 
Director of Planning

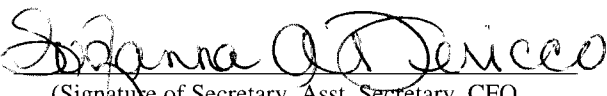
Date: 11/3/14

PROJECT APPLICANT*

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

Its: JOHN F. PERRY, VICE PRES., ENGR.
(Printed Name and Title)

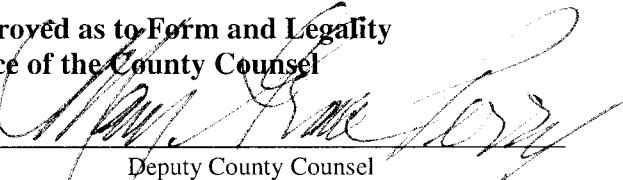
Date: 10-22-14

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

Its: SUZANNA A. DERICCO, CFO
(Printed Name and Title)

Date: 10-22-14

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

By: 
Deputy County Counsel

Date: 10-29-2014

*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.



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No. A-12269; A-12270

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno and carried by those members present, the Board of Supervisors hereby:

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-12269 with ICF Jones & Stokes, Inc. (ICF) where the Base Budget is increased by \$18,354.00 to \$286,544.00 and the Contingency budget is increased by \$2,753.10 to \$42,981.60 for a total amount not to exceed \$329,525.60 to provide new tasks associated with review of recommended additional biological field surveys and allow for additional traffic data collection and assessment for inclusion into the Environmental Impact Report (EIR) for the Stonewall Canyon Quarry (PLN060550) in the Central Salinas Valley Area Plan, and extend the term through June 30, 2014;
- b. Approved Amendment No. 1 to Funding Agreement No. A-12270 with Syar Industries, Inc. where the Base Budget is increased by \$18,354.00 to \$286,544.00, the Contingency fee is increased by \$2,753.10 to \$42,981.60, with no increase to the County contract administration fee of \$3,170.00, for a total amount not to exceed \$332,695.60 to allow funding to Monterey County for costs incurred by ICF and County departments to provide new tasks associated with review of recommended additional biological field surveys and allow for additional traffic data collection and assessment for inclusion into the EIR for the Stonewall Canyon Quarry (PLN060550) in the Central Salinas Valley Area Plan, and extend the term through June 30, 2014; and
- c. Authorized the Director of Planning to execute Amendment No. 1 to Professional Services Agreement No. A-12269, Amendment No. 1 to Funding Agreement No. A-12270 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

(REF110024/ ICF Jones and Stokes and PLN060550/EIR for the Stonewall Canyon Quarry in the Central Salinas Valley Area Plan)

PASSED AND ADOPTED on this 21st day of May 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on May 21, 2013.

Dated: May 22, 2013
File Number: 13-0471

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Denise Hancock*
Deputy

Reference