

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
ICF JONES & STOKES, 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 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); 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 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 December 31, 2014 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 December 31, 2014, unless sooner terminated pursuant to the terms of this Agreement.

Amendment No. 2 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Stonewall Canyon Quarry EIR  
RMA – Planning  
Term: June 19, 2012 – December 31, 2014  
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 December 31, 2014, 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. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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ICF Jones & Stokes, Inc.

Stonewall Canyon Quarry EIR  
RMA – Planning

Term: June 19, 2012 – December 31, 2014  
Not to Exceed: \$329,525.60

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the last day opposite the respective signatures below:

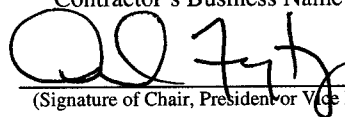
**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:   
Director of Planning

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

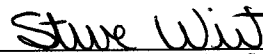
Date: 5/29/14

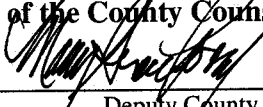
By:   
(Signature of Chair, President or Vice President)

Its: David Freytag, Sr. Vice President  
(Printed Name and Title)

Date: 5/15/14

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

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

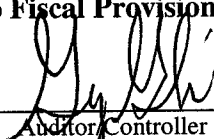
By:   
Deputy County Counsel

Its: Steve Wirt, Asst. Secretary  
(Printed Name and Title)

Date: 5.29.2014

Date: 5/15/14

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 5/19/14

**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. 2 to Professional Services Agreement  
ICF Jones & Stokes, Inc.  
Stonewall Canyon Quarry EIR  
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Not to Exceed: \$329,525.60



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2013

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>  	
<b>INSURED</b> ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	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 25620
	INSURER E:	

Holder Identifier:

COVERAGES      CERTIFICATE NUMBER: 570050474915      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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod-Comp Op Incl In Gen'l Agg <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35812408 Package - Domestic	06/25/2013	06/25/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <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		73522955 Automobile - All States	06/25/2013	06/25/2014	COMBINED SINGLE LIMIT (Per 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"/> COB <input checked="" type="checkbox"/> RETENTION		93630018 Umbrella Liability SIR applies per policy terms & conditions	06/25/2013	06/25/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y/N/A	90-17657-01 Workers Comp 90-17657-02 Workers Comp	06/25/2013	06/25/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-BA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-NPL-Primary		ES2768043/01/2013 Errors & Omissions	06/25/2013	06/25/2014	Prof Liab Agg - All overall policy aggr \$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- Professional Liability is a claims Made policy. There is no Additional Insured status on the Professional Liability coverage.
- 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.
- subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as

<b>CERTIFICATE HOLDER</b>  County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901 USA  PUBLIC WORKS - ADMIN	<b>CANCELLATION</b>  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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Certificate No : 570050474915



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Jones & Stokes, Inc.	
POLICY NUMBER See Certificate Number: 570050474915			
CARRIER See Certificate Number: 570050474915	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 26 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, 2013 TO JUNE 25, 2014  
*Effective Date* JUNE 25, 2013  
*Policy Number* 3581-24-09 EUC  
*Insured* ICF JONES & STOKES, INC.  
*Name of Company* GREAT NORTHERN INSURANCE COMPANY  
*Date Issued* JUNE 25, 2013

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, in 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 therein).

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*Liability Endorsement  
(continued)*

All other terms and conditions remain unchanged.

*Authorized Representative*

*[Handwritten Signature]*

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*Liability Insurance*

*Endorsement*

*Policy Period* JUNE 25, 2013 TO JUNE 13, 2014  
*Effective Date* JUNE 25, 2013  
*Policy Number* 3581-24-09 EUC  
*Insured* ICF JONES & STOKES, INC.  
*Name of Company* GREAT NORTHERN INSURANCE COMPANY  
*Date Issued* JUNE 25, 2013

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).

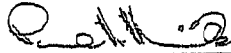


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*Liability Endorsement*  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



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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: 6/25/13	Countersigned By: <i>James J. McCreath</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.

*Conditions*  
(continued)

*Transfer Or Waiver Of  
Rights Of Recovery  
Against Others*

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.