

Attachment B

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
COFFMAN ASSOCIATES, 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 Coffman 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 12, 2015 (hereinafter, "Agreement") to provide airport land use planning consulting services (hereinafter, "services") for four (4) general public use airports within Monterey County (hereinafter, "Project") through February 10, 2018 with the option to renew for an additional one (1) year period for an amount not to exceed \$486,025; and

WHEREAS, Agreement was amended by the Parties on July 18, 2016 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to revise the services and to reduce the amount by \$268,600 which resulted in a total not to exceed amount of \$217,425 with no extension to the term; and

WHEREAS, CONTRACTOR has completed services identified as Task 1.1/2.1, Public Workshop #1, Task 1.2/2.2, Displacement Analysis, and Task 1.3/2.3, Prepare Administrative Draft Initial Study for Element 1, Monterey Regional Airport, and Element 2, Marina Municipal Airport, of Phase II of the Agreement; and

WHEREAS, additional time is necessary to complete the remaining tasks identified in the Agreement; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to February 10, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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 February 10, 2015 to February 10, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California, 93901, is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 and the previous amendment shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Coffman Associates, Inc.
Contractor's Business Name

Date: 10-3-17

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

Its: STEVEN G. BENSON, President
(Printed Name and Title)

Date: 9-25-17

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

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

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Its: Stephen C. Wagner, CFO
(Printed Name and Title)

Date: 9-28-17

Date: 9/25/17

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 9-29-17

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2017

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 Truss 4551 W. 107th St., Third Floor Overland Park KS 66207	CONTACT NAME: Certificate Department PHONE (A/C, No. Ext): 913.341.8998 E-MAIL ADDRESS: Certificates@TrussAdvantage.com	FAX (A/C, No.): 913-491-6379
	INSURER(S) AFFORDING COVERAGE	
INSURED Coffman Associates Inc. 237 N.W. Blue Parkway Lee's Summit MO 64063	INSURER A: Travelers Casualty & Surety Co	NAIC # 19038
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 338778112

REVISION NUMBER:

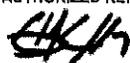
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			105314904	7/12/2017	7/12/2018	Each Occurrence/Ded 2,000,000/50,000 General Aggregate/Ded 2,000,000/150,000	

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

Retroactive Date: N/A - Knowledge Date: July 12, 2003

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Contracts/Purchasing Department 168 W. Aisal St, 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 
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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
<p>County of Monterey its agents, officers or employees Contracts/Purchasing Dept 168 W. Alisal St., 3rd Floor Salinas, CA 93901</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other provisions of this policy remain the same.

This endorsement becomes effective May 1, 2017 to be attached to and hereby made a part of Policy No. AP 038413998-01 issued to COFFMAN ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 17

Date of Issue May 19, 2017 AM

By 
(Authorized Representative)

CGL191 (3/05)

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PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This policy is amended as follows:

Only to the extent as stated within a written contract between the Named Insured and party(ies) as stated in the Schedule, coverage hereunder is primary and non-contributory with any insurance, co-insurance, or self insurance maintained by those party(ies):

SCHEDULE

County of Monterey its agents, officers or employees
Contracts/Purchasing Dept
168 W. Alisal St., 3rd Floor
Salinas, CA 93901

All other provisions of this policy remain the same.

This endorsement becomes effective May 1, 2017 to be attached to and hereby made a part of
Policy No. AP 038413998-01 issued to COFFMAN ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 16

Date of Issue May 19, 2017 AM

CGL1033 (12/08)

By 
(Authorized Representative)

POLICY NUMBER: 37 UEC TX9861



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED

AMEND TO ADD 30-DAY NOTICE OF CANCELATION, PER ATTACHED IH0301.

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DEPT
168 W. AISAL ST., 3RD FLOOR
SALINAS, CA 93901
(SEE SPECIAL WORDING)

POLICY NUMBER: 37 UEC TX9861



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED

COMMERCIAL AUTO COVERAGE PART

SPECIAL WORDING FOR THE COUNTY OF MONTEREY:

THE COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES AS
ADDITIONAL INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE
CONTRACTOR'S WORK, INCLUDING ONGOING AND COMPLETED OPERATIONS, AND
SHALL FURTHER PROVIDE THAT SUCH INSURANCE IS PRIMARY TO ANY
INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY AND THAT THE
INSURANCE OF THE ADDITIONAL INSUREDS SHALL NOT BE CALLED UPON TO
CONTRIBUTE TO A LOSS COVERED BY THE CONTRACTORS INSURANCE.



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-08-2017

DO 3000 0000016403 New

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR: COFFMAN ASSOCIATES INC 237 NW BLUE PKWY STE 100 LEES SUMMIT MO 64063	S H I P T O: RMA PUBLIC WORKS & FACILITIES 1441 SCHILLING PL SOUTH/2ND FLR SALINAS CA 93901-4527	B I L L T O: RMA ADMINISTRATIVE SERVICES / FINANCE 1441 SCHILLING PL SOUTH/2ND FLR SALINAS CA 93901-4527
VENDOR NUMBER: VS0000003974		F.O.B.:
DELIVERY DATE:		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		91832	Amendment No. 2 to the Professional Service Agreement (PSA) (MYA 3000 *1566) between Coffman Associates, Inc. and The County of Monterey extend the term for (1) year additional year to February 10, 2019 with no associated dollar amount increase to continue to provide services associated with Airport Land Use Planning Consulting Services for two (2) General public use airports within Monterey County (Elements 1: Monterey Regional Airport (Phase II, Elements 1) and (Elements 2) Marina Municipal Airport, the term of the PSA is from February 10, 2015 to February 10, 2019 All services shall be provided in accordance with terms, conditions, and exhibits of the approved county of Monterey Professional Service agreement and DO *16403 is Valid from July 01, 2017 thru June 30, 2018 and in the amount not to exceed \$59,916.00	0.00	0.00	59,916.00
COMM LINE DESC: Airport land use planning consulting							
MSDS: Not Required							
001 - 3000 - 8172 - RMA001 - 6613 -					59916.00		
ORDER TOTAL							59,916.00

THE SHADED ROWS ARE FOR NMC DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at https://www.co.monterey.ca.us/cao/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

Michael R. [Signature]

COUNTY BUYER INFORMATION
 TELEPHONE:
 EMAIL:

CONTRACTS/PURCHASING DIVISION
 1488 Schilling Place, Salinas, CA 93901

PRINT DATE: 11/08/17

PAGE NUMBER 1 OF 1