

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
UNIVERSAL FIELD SERVICES, 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 Universal Field Services, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on February 1, 2012 for on-call real estate services (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on September 10, 2013 (hereinafter, "Amendment No. 1"); and

**WHEREAS**, the County has a continued need for on-call real estate services; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to January 31, 2016 and increase the amount by \$100,000 to allow CONTRACTOR to continue to provide services 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 second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$200,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from January 31, 2012 to January 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force.

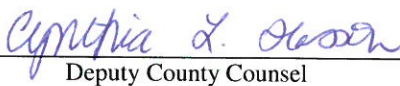
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

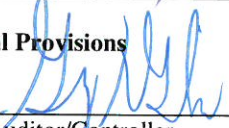
**COUNTY OF MONTEREY**

By:   
Debra Reynolds, Officer  
Contracts Purchasing Agent  
County of Monterey  
Date: 12/8/14

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

By:   
Cynthia A. Olson  
Deputy County Counsel  
Date: 10-1-14

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller  
Date: 10-1-14

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

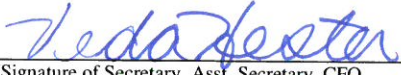
**CONTRACTOR\***

Universal Field Services, Inc.  
Contractor's Business Name

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

Its: Steve T. Benson **President**  
(Print Name and Title)

Date: 9-25-14

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

Its: Veda Hester, CFO  
(Print Name and Title)

Date: 9-25-14

\*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.









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/13/14

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, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> 800-522-7514 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	<b>NAIC #</b> 19445
<b>INSURED</b> ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Universal Field Services Inc 6666 S. Sheridan Rd, Suite 230 Suite 230, OK 741330000	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 845426      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <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"/> PROJECT <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 \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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						EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						X WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 094181410 CA	7/1/2014	7/1/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
All worksite employees working for the above named client company, paid under ADP TOTAL SOURCE, INC's payroll, are covered under the above stated policy.

<b>CERTIFICATE HOLDER</b>  County of Monterey Contracts / Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901	<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, Inc of Florida</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **NAME OF PERSON(S) OR ORGANIZATION(S):**

The County of Monterey, its agents, officers and employees

#### **PROJECT/LOCATION OF COVERED OPERATIONS:**

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage



## COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
3. The Insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
  4. As a condition of coverage provided to the additional insured by this endorsement:
    - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      - i. How, when and where the "occurrence" or offense took place;
      - ii. The names and addresses of any injured persons and witnesses; and
      - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
    - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      - i. Immediately record the specifics of the claim or "suit" and the date received; and
      - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
    - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
    - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
  5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

    - a. After the signing and execution of the contract or agreement by you;
    - b. While that part of the contract or agreement is in effect; and
    - c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice:</b>	<b>30</b>

**NAME:** The County of Monterey, its agents, officers and employees

**ADDRESS:** 168 W Alisal St., 3rd Floor  
Salinas, CA 93901

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.



POLICY NUMBER: P-810-6A369504

COMMERCIAL AUTO  
ISSUE DATE: 10-10-2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

### **SCHEDULED PERSONS OR ORGANIZATIONS**

The County of Monterey, its agents, officers and employees

### **PROVISIONS**

**A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice:</b>	30
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice:</b>	30

**NAME:** The County of Monterey, its agents, officers and employees

**ADDRESS:** 168 W Alisal St., 3rd Floor  
Salinas, CA 93901

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.