

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LSA 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 LSA Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively the "parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on January 4, 2007 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the parties on October 6, 2008 (hereinafter, "Amendment No. 1"), November 5, 2009 (hereinafter, "Amendment No. 2"), and May 3, 2010 (hereinafter, "Amendment No. 3"); and

WHEREAS, additional time is necessary as the design of the project has come to a stand still due to issues associated with the project's bridge hydraulics; and

WHEREAS, the County and the CONTRACTOR wish to further amend the Agreement to extend the term to June 30, 2013 to continue to provide tasks associated with environmental services for the Davis Road Bridge Replacement Project, County No. 208, including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County.

NOW, THEREFORE, the parties agree to further 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 September 1, 2006 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement.

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

8.01. For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this

Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.


8.02. Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03. Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 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. 4 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 4-5-11

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

By: 
Deputy County Counsel

Date: 3-9-11

Approved as to Fiscal Provisions, Auditor/Controller

By: 

Date: RISK MANAGEMENT

COUNTY OF MONTEREY

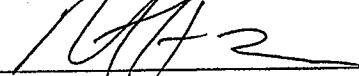
**APPROVED AS TO INDEMNITY/
Insurance Provisions, Risk Management**

By: 

Date: 3-22-11

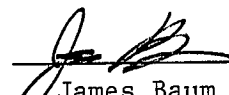
CONTRACTOR

LSA Associates, Inc.
Contractor's Business Name*

By: 
Robert H. McCann

Its: President
(Signature of Chair, President, or Vice-President)

Date: 3/4/11

By: 
James Baum

Its: CFO

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

Date: 3/4/2011

*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.

ENTERED

APR 04 2011

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|---|---|----------------------------|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 3/18/11 |
| PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURERS AFFORDING COVERAGE | | |
| INSURED LSA Associates, Inc. 20 Executive Park, Suite 200, Irvine, CA 92614 | INSURER A: Zurich American Ins. Co. INSURER B: American Automobile Ins. Co. INSURER C: Hartford Fire Ins. Co. INSURER D: INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | GLO915744403 | 09/30/10 | 09/30/11 | EACH OCCURRENCE \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$100,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$5,000 |
| | <input checked="" type="checkbox"/> Contractual | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | <input type="checkbox"/> Liability | | | | GENERAL AGGREGATE \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG \$2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | |
| C | AUTOMOBILE LIABILITY | 57UUNIF1488 | 09/30/10 | 09/30/11 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80986661 | 09/30/10 | 09/30/11 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 |
| A | OTHER Professional Liability | EOC916093503 | 09/30/10 | 09/30/11 | \$2,000,000 per claim \$4,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

Project: Davis Road Bridge.

County of Monterey, its Officers, Agents, Officers and Employees are
(See Attached Descriptions)

| | |
|---|---|
| CERTIFICATE HOLDER County of Monterey Resource Management Agency Attn: Dalia Mariscal 168 W. Alisal Street, 2nd Floor Salinas, CA 93901 | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Julie La Nelson</i> |
|---|---|

DESCRIPTIONS (Continued from Page 1)

additional insureds to General & Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory. See attachments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|--|
| County of Monterey Resource Management Agency Attn: Dalia Mariscal 168 W. Alisal Street, 2nd Floor Salinas, CA 93901 | Schedule Cont.: The County of Monterey, its Officers, Agents and Employees |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. 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:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| County of Monterey Resource Management Agency Attn: Dalia Mariscal 168 W. Alisal Street, 2nd Floor Salinas, CA 93901 | NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS CONT'D: County of Monterey, its Officers, Agents, Officers and Employees |
| 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" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number

GLO 9157444-03

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured LSA ASSOCIATES, INC. d/b/a:

Effective Date: 09-30-10

12:01 A.M., Standard Time

Agent Name DEALEY, RENTON & ASSOC

Agent No. 09181-000

COMMERCIAL GENERAL LIAB. COVERAGE PART

DESPITE ANY PROVISIONS CONTAINED IN SECTION IV, 4. OTHER INSURANCE, INSURANCE PROVIDED TO AN ADDITIONAL INSURED UNDER THIS POLICY SHALL BE PRIMARY WHERE SHOWN AS PRIMARY ON A CERTIFICATE OF INSURANCE OR WHERE THE NAMED INSURED IS OBLIGATED BY WRITTEN "INSURED CONTRACT" OR AGREEMENT TO PROVIDE INSURANCE FOR THE ADDITIONAL INSURED ON A PRIMARY BASIS. THIS INSURANCE WILL NOT REQUIRE ANY OTHER INSURANCE UNDER WHICH THE ADDITIONAL INSURED IS A NAMED INSURED TO SHARE IN THE PAYMENT OF LOSS.

Insured: LSA Associates, Inc.

Insurer: Hartford Fire Insurance

Policy Effective Dates: September 30, 2010 -September 30, 2011

Policy Number: 57UUNIF1488

Additional Insureds: *County of Monterey, Its Agents, Officers and Employees*

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
 - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 04-11-2011

SC 3000 0000000220

IMPORTANT

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

| | | | |
|---|---|-----------------------|----------------|
| VENDOR L S A ASSOCIATES INC 20 Executive Park Ste 200 Irvine CA 92614 | SHIP TO PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901 | DELIVERY DATE: | F.O.B.: |
| VENDOR NUMBER: CV000002267 | | | |

| ITEM | QUANTITY | UNIT | COMMODITY CODE | ITEM DESCRIPTION | SALES TAX | | EXTENDED PRICE |
|------|----------|------|----------------|---|------------|-----------|----------------|
| | | | | | UNIT PRICE | SALES TAX | |
| | | | | PURCH DESC: TO PROVIDE ENVIRONMENTAL SERVICES FOR THE DAVIS ROAD BRIDGE REPLACEMENT PROJECT, COUNTY NO.208 INCLUDING THE WIDENING OF DAVIS RD TO FOUR LINES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 09/01/06 THROUGH 12/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT. *****CHANGE ORDER 1***** AMENDMENT NO. 1 EXTENDS THE TERM FROM DECEMBER 31, 3008 THROUGH DECEMBER 31, 2009. *****CHANGE ORDER 2***** AMENDMENT NO. 2 EXTENDS THE TERM FROM DECEMBER 31, 2009 THROUGH MARCH 31, 2011. *****CHANGE ORDER 3***** AMENDMENT NO. 3 TO THE PSA FOR ADDITIONAL ENVIRONMENTAL SERVICES TO CONDUCT CULTURAL RESOURCE STUDIES IN ORDER TO PREPARE A HISTORICAL RESOURCES EVALUATION REPORT (HRER) AS REQUIRED BY CALTRANS AND UPDATE THE CONTRACTOR'S BILLING RATES FOR THE DAVIS ROAD BRIDGE REPLACEMENT PROJECT, COUNTY NO. 208 INCLUDING THE WIDENING OF DAVIS ROAD TO FOUR LINES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY IN THE AMOUNT OF \$20,680 FOR A TOTAL AMOUNT NOT TO EXCEED \$416,925 THROUGH MARCH 31, 2011. *****CHANGE ORDER 4***** AMENDMENT NO. 4 EXTENDS THE TERM OF THE PSA FROM MARCH 31, 2011 THROUGH JUNE 30, 2013. THIS PURCHASE ORDER VALID FROM THE PERIOD 6/30/2010 TO 07/01/2011. THIS PO IS A CONTINUATION OF R300900079. | | | |
| 1 | 0.0 | | 92642 | | .00 | .00 | 371,165.52 |

| | |
|--|--|
| <input type="checkbox"/> THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY | |
| ORDER TOTAL | |

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 http://www.co.monterey.ca.us/admin/terms_conditions.htm

| | |
|---|---|
| TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524 | COUNTY BUYER INFORMATION Jaime Ayala EMAIL: ayalaj@co.monterey.ca.us TELEPHONE: (831)755-4998 x4998 |
|---|---|

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Taylor

PRINT DATE: 04/20/11

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 04-11-2011

SC 3000 0000000220

IMPORTANT

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

| | | |
|---|---|--|
| VENDOR L S A ASSOCIATES INC 20 Executive Park Ste 200 Irvine CA 92614 | SHIP TO PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901 | BL TO PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901 |
| VENDOR NUMBER: CV000002267 | | F.O.B.: |
| DELIVERY DATE: | | |

| ITEM | QUANTITY | UNIT | COMMODITY CODE | ITEM DESCRIPTION | UNIT PRICE | SALES TAX | EXTENDED PRICE |
|------|----------|------|----------------|---|------------|-----------|----------------|
| | | | | | | | |
| | | | | COMM LINE DESC: Env Svc (Not Otherwise Classified) 002 - 3000 - 8195 - RMA012 - 6613 - - - - - 371165.52 | | | |

| | |
|---|-------------------------------|
| <input type="checkbox"/> THE SHADED ROWS ARE FOR MONTEREY COUNTY 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 http://www.co.monterey.ca.us/admin/terms_conditions.htm | ORDER TOTAL 371,165.52 |
|---|-------------------------------|

| | |
|---|---|
| TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524 | COUNTY BUYER INFORMATION Jaime Ayala EMAIL: ayalaj@co.monterey.ca.us TELEPHONE: (831)755-4998 x4998 |
|---|---|

| | |
|--|--|
| AUTHORIZED BY COUNTY OF MONTEREY DEPUTIZED PURCHASING AGENT  | CONTRACTS/PURCHASING DIVISION 168 W. Alisal St. 3rd Floor, Salinas, CA 93901 |
| PRINT DATE: 04/20/11 | PAGE NUMBER: 2 OF 2 |