

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ES ENGINEERING SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

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 ES Engineering Services, LLC, a Delaware limited liability company (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 and effective retroactively as of December 31, 2015.

WHEREAS, County entered into a Professional Services Agreement with GC Environmental, Inc. on April 19, 2012 (hereinafter referred to as "Agreement" or "April 19, 2012 Agreement") to provide on-call landfill monitoring services (Request for Qualifications (RFQ) #10249) (hereinafter, "services") through March 21, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on February 18, 2014 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to extend the term for one (1) additional year through March 21, 2015 and to revise Exhibit B – Federal Provisions with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 11, 2015 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 21, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 3, 2015 (hereinafter, "Amendment No. 3") to increase the Agreement amount by \$100,000 which resulted in a not to exceed amount of \$200,000 with no extension in the Agreement's term; and

WHEREAS, on December 31, 2015, GC Environmental, Inc. executed a "Bill of Sale and Assignment" and an "Assignment and Assumption Agreement" transferring certain of its assets and properties related to or used in connection with the Business pursuant to that certain "Asset Purchase Agreement" dated as of December 29, 2015, to CONTRACTOR; and

WHEREAS, on December 29, 2015, GC Environmental, Inc. and its Shareholders and CONTRACTOR and Montrose Environmental Group, Inc. (CONTRACTOR's Parent) entered into an "Asset Purchase Agreement" which transferred GC Environmental, Inc.'s right, title and interest in the April 19, 2012 Agreement between GC Environmental, Inc. and County to CONTRACTOR; and

WHEREAS, an "Agreement and Consent to Assignment of Agreement" with an effective date retroactive to December 31, 2015 was executed by the Parties, including GC Environmental, Inc. as of the last date opposite the respective signatures to authorize the assignment of the April 19, 2012 Agreement from GC Environmental, Inc. to CONTRACTOR pursuant to Section 15.06 Assignment and Subcontracting of said April 19, 2012 Agreement;

WHEREAS, the County has a continued need for services for on-call landfill monitoring services; and

Amendment No. 4 to Professional Services Agreement
ES Engineering Services, LLC, a Delaware limited liability company
On-Call Landfill Monitoring Services (RFQ#10249)
RMA – Public Works
Term: March 21, 2012 – March 21, 2017
Not to Exceed: \$200,000.00

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional one (1) year to March 21, 2017 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. 4.

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 March 21, 2012 to March 21, 2017, unless sooner terminated pursuant to the terms of this Agreement.

2. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA# 3000*364), Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

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.
5. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

Amendment No. 4 to Professional Services Agreement
ES Engineering Services, LLC, a Delaware limited liability company
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RMA – Public Works
Term: March 21, 2012 – March 21, 2017
Not to Exceed: \$200,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 31 Mar 2016

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

By: 
Deputy County Counsel

Date: MAR 6 6 00 PM 2016

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 3-28-16

Approved as to Indemnity and 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.

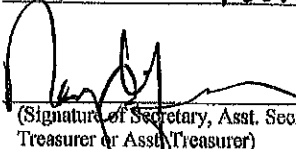
CONTRACTOR*

ES Engineering Services, LLC,
a Delaware limited liability company
Contractor's Business Name

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

Its: Vijay Manthipragada, President
(Print Name and Title)

Date: March 10, 2016

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

Its: Nasim Assari, Secretary
(Print Name and Title)

Date: March 10, 2016

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Not to Exceed: \$200,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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 have ADDITIONAL INSURED provisions or 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 Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

CONTACT NAME: (ATL) Alfreda Jenkins
PHONE (A/C, No, Ext): FAX (A/C, No): 770-870-3031
E-MAIL: alenkins@beechercarlson.com
ADDRESS:

www.beechercarlson.com

INSURED
Montrose Environmental Corporation
c/o Montrose Environmental Group, Inc.
See Attached Named Insured List
1 Park Plaza, Suite 1000
Irvine CA 92614

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Homeland Insurance Company of New York	34452
INSURER B: National Union Fire Insurance Company	19445
INSURER C: Commerce and Industry Insurance Company	19410
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 29085642

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	ADD'L SUBR INSD 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 <input checked="" type="checkbox"/> Pollution (occurrence) <input checked="" type="checkbox"/> Professional (claims made) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		793004102 0000	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5433630 (AOS) CA 5433631 (MA) Physical Damage Comp/Coll. Ded \$1,000	12/31/2015 12/31/2015	12/31/2016 12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	793004103 0000 *Professional Excess Is Claims Made	12/31/2015	12/31/2016	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 N N/A	WC 069331496 (AOS) WC 069331497 (CA)	12/31/2015 12/31/2015	12/31/2016 12/31/2016	<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	WC-(CA-De Par Lub)		WC 069331500	12/31/2015	12/31/2016	Statutory \$1MM each acc/disease
C	WC (CA-ES Engineering)		WC 069331499	12/31/2015	12/31/2016	Statutory \$1MM each acc/disease
C	WC (MI, ID, LA, VA*) * ES Engineering		WC 069331498			

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

On-Call Geotechnicals Engineering Services/All operations The County of Monterey, its agents, officers and employees has been named as additional insured with respect to the General and Auto Liability. Primary coverages applies.

See Attached Named Insured List

CERTIFICATE HOLDER

County of Monterey
168 West Alisal St.
3rd Floor
Salinas CA 93901

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

Sharon D. Bralnard

3/21/2016

The following are included as Named Insured:
Air/Compliance Consultants, Inc.
Air/Compliance Consultants, Inc. dba Montrose Air Quality Services, LLC
Air Compliance Testing, Inc.
The Air Compliance Group, LLC
AmTest Air Quality, LLC
AmTest Air Quality, LLC dba AmTest Horizon, LLC
ARI Environmental, Inc.
Avanti Environmental, Inc.
Avogadro Environmental Corporation
The Avogadro Group, LLC
Class One Technical Services, Inc.
DePar, Inc., dba Associated Laboratories; DePar, Inc ("Associated Laboratories"); De Par, Inc. dba Enthalpy Analytical
Delta Air Quality Services, Inc.
Delta Air Quality Services, Inc. dba PES, Inc.
Eastmount Environmental Services, LLC
EDM Consulting, L.L.C.
EDM Consulting, L.L.C., dba Enviroplan Consulting
Emission Testing Services, Inc.
Enthalpy Analytical, Inc.
Enthalpy Analytical, Inc. dba Arista Laboratories
Enthalpy Analytical, Inc. dba Curtis & Tompkins, Ltd.
Environmental Rentals, Inc.
ES Engineering Services, LLC
ES Engineering Services, LLC dba Environ Strategy Consultants
ES Engineering Services, LLC dba ES Engineering
Horizon Engineering, LLC
Montrose Air Quality Services, LLC
MEC Entec Services, LLC
Montrose Environmental Corporation dba SCEC
Montrose Environmental Laboratory Services, LLC
Montrose Services, LLC
South Florida Environmental Services, LLC dba South Florida Environmental

3/21/2016

Policy Number: 793 00 41 02 0000

Montrose Environmental Corporation
c/o Montrose Environmental Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a) 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 site of the covered operations has been completed; or
- (b) 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.

All other terms and conditions remain the same.

3/21/2016

POLICY NUMBER: CA 5433630 (AOS)

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 provided 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: 12/31/2015	Countersigned By:
Named Insured: Montrose Environmental Corporation c/o Montrose Environmental Group, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

(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 as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form

3/21/2016

ENDORSEMENT

This endorsement, effective 12:01A.M. 12/31/2015 forms a part of

policy No. CA 543-36-30 issued to MONTROSE ENVIRONMENTAL CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

74445 (10/99)

Policy Number: 793-00-41-02-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This Insurance will be considered primary to, and non-contributory with any other Insurance issued directly to a person or organization added as an additional Insured under this policy, only if you specifically agree, in a written contract or agreement, that this Insurance must be primary to, and non-contributory with, such other Insurance.

All other terms and conditions remain the same.