

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
S TECH CONSULTING, LLC**

THIS AMENDMENT NO. 1 to Agreement No. A-13101, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and S Tech Consulting, LLC (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 Agreement No. A-13101 with County on April 22, 2016 (hereinafter, "Agreement") to provide on-call environmental hygienist consulting services (hereinafter, "services") through October 31, 2018, with an option to extend the Agreement for two (2) additional one (1) year periods, for an amount not to exceed \$300,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to October 31, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, on April 22, 2016 through and including October 31, 2019, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. All invoices shall reference Request for Proposals (RFP) #10498, Multi-Year Agreement (MYA) #3000*2158, the Project Name, and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

3. Delete the first and second sentences in Paragraph 5.2 of Section 5.0, “Invoices and Purchase Orders”.
4. Amend Paragraph 6.1 of Section 6.0, “Standard Indemnification”, in its entirety to read as follows:

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 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 County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5. Amend “TO COUNTY” information in Paragraph 25.1 of Section 25.0, “Notices”, to read as follows:

Dalia M. Mariscal-Martinez, Management Analyst II
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Telephone: (831) 755-8966
Fax: (831) 755-4958
Email: mariscaldm@co.monterey.ca.us

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: Debra Wile
Contracts/Purchasing Officer

S Tech Consulting, LLC
Contractor's Business Name

Date: 9/27/2018

By: SR
(Signature of Managing Member)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Sean Tillen, Managing Member
(Print Name)

By: Robert M. Shaw
Deputy County Counsel

Date: 9/14/18

Date: 9-24-2018

By: SR
(Signature of Managing Member)

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Its: Sean Tillen, Managing Member
(Print Name)

Date: 9-25-18

Date: 9/14/18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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)
08/28/2018

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 PTL Insurance Brokers, Inc. PO Box 4155 Covina, CA 91723	CONTACT NAME: Brandon Pedevill PHONE (A/C, No, Ext): (626) 967-9581 FAX (A/C, No): (626) 967-1664 E-MAIL ADDRESS: certificates@ptlinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED STech Consulting LLC 4848 Washington St. Suite #401 Monterey, CA 93940	INSURER A: Westchester Surplus Lines Ins.
	INSURER B: California Automobile Insurance
	INSURER C: State Comp Insurance Fund
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 3686 **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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	G24338009 005	11/16/2016	11/16/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y Y	BA040000039357	02/28/2018	02/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> 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/A	9148744-17	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		G24338009 005	11/16/2016	11/16/2018	Aggregate/Occurr \$ 2,000,000
A	Pollution Liability		G24338009 005	11/16/2016	11/16/2018	Aggregate/Occurr \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey, its agents, officers and employees are named Additional Insured with primary and non-contributory wording per End. ENV-3101(08/04) attached with regard to General Liability policy.

With regard to Auto Liability, the County of Monterey, its agents, officers and employees are named Additional Insured with primary and noncontributory wording and Waiver of Subrogation per Endorsements attached.

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Department 168 West Alisal Street 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

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ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured STECH Consulting, LLO			Endorsement Number
Policy Symbol ECP	Policy Number G24338009 005	Policy Period 11/16/2016 to 11/16/2018	Effective Date of Endorsement 11/16/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

The County of Monterey, its Officers, Agents, and Employees

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

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 performed for that additional insured and included in the products-completed operations hazard.

All other terms and conditions remain the same.

Named Insured STECH Consulting, LLC			Endorsement Number
Policy Symbol ECP	Policy Number G24338009 005	Policy Period 11/16/2016 ^o 11/16/2018	Effective Date of Endorsement 11/16/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

The County of Monterey, its Officers, Agents, and Employees

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

SECTION II - WHO IS AN INSURED is amended to include:

A. SECTION II - WHO IS AN INSURED is amended to include as an Insured the person or organization shown in the Schedule, 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 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 site 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.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

POLICY NUMBER: BA040000039357

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provide 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" for Covered Autos Liability Coverage 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.

Named Insured:	GREENSCAPE PROJECT SOLUTIONS INC
Endorsement Effective Date:	02/28/2018

SCHEDULE

<p>Name of Person(s) Or Organization(s):</p> <p>THE COUNTY OF MONTEREY, ITS AGENTS, OFFICERS, AND EMPLOYEES CONTRACTS/PURCHASING DEPARTMENT 168 W ALISAL ST FL 3RD SALINAS, CA 93901-2439</p>
<p>Information required to complete this Schedule, if not show above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 01

POLICY NUMBER : BA040000039357 Policy Term: 02/28/2018-02/28/2019	POLICY CHANGES EFFECTIVE 02/28/2018	COMPANY Mercury Casualty Company
NAMED INSURED Greenscape Project Solutions Inc DBA: GPS S Tech Consulting LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
CHANGES		
<p>It is agreed and understood that the following are listed as additional Insureds as covered by this policy:</p> <p>The County of Monterey Its agents, officers and employees Contracts/Purchasing Department 168 W Allisal St Fl 3rd Salinas, CA 93901-2439</p> <p>Primary and Non-contributory wordings applies.</p>		

Authorized Representative Signature

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831)755-4800
www.co.monterey.ca.us/rma

MEMORANDUM

Date: October 1, 2018

To: Valerie Ralph
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst II

Subject: AMENDMENT NO. 1 TO AGREEMENT NO. A-13101 BETWEEN S TECH CONSULTING, LLC AND THE COUNTY OF MONTEREY FOR ON-CALL ENVIRONMENTAL HYGIENIST CONSULTING SERVICES (RFP #10498)

Please find attached and for your records, a fully executed original of Amendment No. 1 to Agreement No. A-13101 between S Tech Consulting, LLC and the County of Monterey for the services referenced above. Agreement No A-13101 was initially approved by the Board of Supervisors on April 12, 2016.

If you have any questions, please contact Shelley Dickinson at Ext. #4832. Thank you.

DMM/sd

Attachments: Executed Amendment No. 1 to Agreement – *1 Original*
Agreement Board Order, Passed and Adopted on 04/12/16 – *1 Copy for Reference*