

**AMENDMENT NO. 6
TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND
DISASTER KLEENUP SPECIALISTS
FOR GOODS AND/OR SERVICES INVOLVING HAZARDOUS MATERIALS**

THIS AMENDMENT NO. 6 to the Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Disaster Kleenup Specialists (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 Services Agreement with County on August 23, 2011 (hereinafter, "Agreement") to provide fire clean up, water extraction and mitigation, mold abatement, sewage abatement/clean up, asbestos abatement/clean up, lead abatement, hazmat clean up, hazardous waste hauling, contents restoration and trauma/blood borne pathogen clean up (hereinafter "services involving hazardous materials") through June 30, 2013 for an amount not to exceed \$50,000; and

WHEREAS, Agreement was amended by the Parties on April 9, 2012 (hereinafter, "Amendment No. 1") to increase the Agreement amount by \$30,000 which resulted in a total not to exceed amount of \$80,000 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on May 14, 2013 (hereinafter, "Amendment No. 2", including Exhibit B-1 - Pay Rate) to replace Exhibit B - Pay Rate, to extend the term for one (1) additional year through June 30, 2014, and to increase the Agreement amount by \$20,000 which resulted in a total not to exceed amount of \$100,000; and

WHEREAS, Agreement was amended by the Parties on July 24, 2013 (hereinafter, "Amendment No. 3") to increase the Agreement amount by \$80,000 which resulted in a total not to exceed amount of \$180,000 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on June 26, 2014 (hereinafter, "Amendment No. 4", including Exhibit B-2 - 2014 Pay Rate) to replace Exhibit B-1 - Pay Rate and to extend the term for two (2) additional years through June 30, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 15, 2016 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through June 30, 2017 with no increase in the Agreement's not to exceed amount; and

WHEREAS, the County has a continued need for services involving hazardous materials; and

Amendment No. 6 to Services Agreement
Disaster Kleenup Specialists
On-Call Services Involving Hazardous Materials
RMA - Public Works - Facilities
Term: July 1, 2011 - June 30, 2017
Not to Exceed: \$230,000

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$50,000 for a total not to exceed \$230,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend the second sentence of Paragraph 3, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$230,000.
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

**Amendment No. 6 to Services Agreement
Disaster Kleenup Specialists
On-Call Services Involving Hazardous Materials
RMA – Public Works – Facilities
Term: July 1, 2011 – June 30, 2017
Not to Exceed: \$230,000**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 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

Disaster Kleenup Specialists
Contractor's Business Name

Date: 1-30-17

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

Its: Theresa Ream, President
(Print Name and Title)

Date: 11-23-16

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

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Its: Terry Ream, Treasurer
(Print Name and Title)

Date: 11-30-16

Date: 11-28-16

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller
Date: 11-20-16

Approved as to Indemnity and Insurance Provisions

COUNTY OF MONTEREY
**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**
By: [Signature]
Risk Management

Date: 12/1/16

*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.

Amendment No. 6 to Services Agreement
Disaster Kleenup Specialists
On-Call Services Involving Hazardous Materials
RMA – Public Works – Facilities
Term: July 1, 2011 – June 30, 2017
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2016

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 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 Bozzuto & Associates Insurance 34 S. Second St Campbell, CA 95008 Andrea Hering	CONTACT NAME: Dan Bozzuto PHONE (A/C No. Ext): 800-989-8712 FAX (A/C No.): 408-429-8460 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Co</td> <td>17370</td> </tr> <tr> <td>INSURER B: Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C: Great American Insurance Co NY</td> <td>22136</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Co	17370	INSURER B: Great Divide Insurance Company	25224	INSURER C: Great American Insurance Co NY	22136	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Disaster Cleanup Specialists Monterey Bay, Inc. P. O. Box 1340 Seaside, CA 93955															

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL INSURED	SUBROGATION WAIVED	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"/> Professional Lib <input checked="" type="checkbox"/> CPL/Mold GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		ECP2015197-11 ECP2015197-11 ECP2015197-11	07/01/2016 07/01/2016 07/01/2016	07/01/2017 07/01/2017 07/01/2017	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 - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAP2015194-11	07/01/2016	07/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			FFX2015196-11	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$	
B	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	WGA2015193-11	07/01/2016	07/01/2017	<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	Property/Equipment			MAC 4617444-01	07/01/2016	07/01/2017	PPO Limit 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The County of Monterey its agents, officers, and employees are listed as additional insured per the attached endorsements including Completed and Ongoing Operations for the General Liability and Commercial Auto policy. Coverage is Primary and Non-Contributory. Waiver of subrogation applies to Commercial Auto per the attached endorsement.

CERTIFICATE HOLDER <div style="text-align: center;">COUNTY/M</div> County of Monterey Contracts/Purchasing Division 168 West Allsaal Street 3rd Fir 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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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

COVERAGES A AND B – GENERAL LIABILITY

COVERAGE D – CONTRACTORS POLLUTION LIABILITY

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of your work which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or suits resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or suits arising out of pollution conditions that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**Business Auto - Additional Insured
When Required by Contract or Agreement**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who Is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Disaster Kleenup Specialists Monterey Bay, Inc.
Endorsement Effective Date:	07/01/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.