

**RECEIVED**

BY *W* DATE 3/8/13

**AMENDMENT NO. 1  
AGREEMENT FOR GOODS AND/OR SERVICES INVOLVING HAZARDOUS MATERIALS  
BETWEEN COUNTY OF MONTEREY AND  
DISASTER KLEENUP SPECIALISTS**

THIS AMENDMENT No. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and DISASTER KLEENUP SPECIALISTS (hereinafter, "CONTRACTOR") which was executed by the County on August 23, 2011 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

**WHEREAS**, the parties entered into the Agreement on August 23, 2011; and

**WHEREAS**, the Agreement allows the County to engage the contractor for on call services, when requirements dictate; and

**WHEREAS**, the County requires continued services from CONTRACTOR, without a change in scope. and

**WHEREAS**, the actual requirements for scoped on-call services by the Contractor greatly exceeded the projected requirements, resulting in a quicker rate of expenditures for the Agreement.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Paragraph 3, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$80,000

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**RECEIVED  
FISCAL SECTION**

APR 16 2012

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

[Signature]  
Contracts/Purchasing Officer

Dated APR 09 2012

APPROVED AS TO FORM:

[Signature]  
Deputy County Counsel

Dated 4-5-12

RISK MANAGEMENT  
COUNTY OF MONTEREY

APPROVED AS TO LIABILITY PROVISIONS:

INSURANCE LANGUAGE

Risk Management  
By: [Signature]  
Dated: 4-4-12

APPROVED AS TO FISCAL PROVISIONS:

[Signature]  
Chief Deputy Auditor-Controller

Dated 4-9-12

CONTRACTOR

By [Signature]  
Company Representative

Printed Name Cory Chenderin

Dated 3/30/2012 Estimator + Project Manager

By [Signature]  
Company Representative

Printed Name Jesse Lizama

Dated 3/30/2012 General Manager

APR 09 2012

K



# CERTIFICATE OF LIABILITY INSURANCE

RECEIVED  
DATE 3/8/13 OP:ID: KN

DATE (MM/DD/YYYY)  
04/06/12

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 One Almaden Blvd, Suite 810 San Jose, CA 95113 Andrea Hering	800:989-8712 408:288-7130	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL: ADDRESS: PRODUCER (CUSTOMER ID#): REAMC-1	INSURER(S) AFFORDING COVERAGE: INSURER A: Nautilus Insurance Co 17370 INSURER B: Great Divide Insurance Company 25224 INSURER C: Peerless Insurance Company 24198 INSURER D: INSURER E: INSURER F:
INSURED Disaster Kleenup 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. I.D.#	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR. WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		EGPO1533527-10	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
A	<input checked="" type="checkbox"/> CGL			EGPO1533527-10	07/01/11	07/01/12	
	*GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. ACCT. <input type="checkbox"/> LOC.						
B	AUTOMOBILE LIABILITY <input checked="" 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			BAP1533525-10	07/01/11	07/01/12	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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS MADE			FFX1533526-10	07/01/11	07/01/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) (If yes, describe under DESCRIPTION OF OPERATIONS below)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A	WCA1533524-10	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EIL EACH ACCIDENT \$ 1,000,000 EIL DISEASE - EA EMPLOYEE \$ 1,000,000 EIL DISEASE - POLICY LIMIT \$ 1,000,000
C	Property Section			GBP:8331387	10/21/11	10/21/12	BPP/DED: 375064/2500
C	Equipment			GBP:8331387	10/21/11	10/21/12	Lease/Rtd. 30,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: County of Monterey Public Works Emergency Services

County of Monterey, their officers, employees, representatives & their volunteers are named as additional insured per the attached form.

CERTIFICATE HOLDER	CANCELLATION
COUNTY/M County of Monterey Public Works Department 855 East Laurel Drive, Bldg C Salinas, CA 93901	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 

## 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.**

## 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 provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- 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".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or



# COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 08-10-2012

DO 3000 00000003204

**IMPORTANT**

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

**VENDOR**  
DISASTER KLEENUP SPECIALISTS MONTEREY BAY INC  
P O Box 1340  
Seaside CA 93955

**SHIP TO**  
FACILITIES/LAUREL  
855 E. LAUREL DR., BLDG C  
SALINAS CA 93905

**BILL TO**  
RMA FINANCE  
168 W ALISAL STREET  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: CV000001476

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		92678	<p>PURCH DESC: This purchase order issued to Disaster Kleenup Services to provide fire clean up, water extraction, mitigation, mold abatement, sewage treatment/clean up, asbestos abatement clean up, lead abatement, hazmat clean up, hazardous waste hauling, contents restoration and trauma/blood borne pathogen clean up at various county sites.</p> <p>All services shall be provided in accordance with the terms, conditions, and exhibits of the approved County of Monterey agreement. (MYA*179)</p> <p>Term of the agreement is 07/01/11 through 06/30/13 unless sooner terminated pursuant to the terms of the agreement.</p> <p>The total amount of this agreement is not to exceed..... \$80,000.00.</p> <p>This purchase order is valid for the period of 07/01/12 to 6/30/13.</p> <p>if the County elects to continue the services of this agreement, a new purchase order will be issued after the 6/30/13 expiration of this purchase order.</p>	.00	.00	50,615.97
COMM LINE DESC: Remediation Svc, Env (Incl Rehabilitation Svc Hazardous Wast 401 - 3000 - 8184 - RMA004 - 6613 - 50615.97							

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 50,615.97

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

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION  
TELEPHONE:  
EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

PRINT DATE: 08/24/12

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

PAGE NUMBER: 1 OF 1

RECEIVED DATE 8/8/12