



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement Nos.: A-13099, A-13100, A-13101, A-13102

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved Agreement with M3 Environmental Consulting, LLC (M3) (Agreement No.: A-13099) to provide on-call environmental hygienist consulting services for the County of Monterey, Resource Management Agency, under Request for Proposals (RFP) No. 10498, in an amount not to exceed \$300,000, with the signing of the Agreement through and including October 31, 2018, with the option to extend the Agreement for two (2) additional one- (1) year period(s);
- b. Approved Agreement with Professional Service Industries, Inc. (PSI) (Agreement No.: A-13100) to provide on-call environmental hygienist consulting services for the County of Monterey, Resource Management Agency, under Request for Proposals (RFP) No. 10498, in an amount not to exceed \$300,000, with the signing of the Agreement through and including October 31, 2018, with the option to extend the Agreement for two (2) additional one- (1) year period(s);
- c. Approved Agreement with S Tech Consulting, LLC (S Tech) (Agreement No.: A-13101) to provide on-call environmental hygienist consulting services for the County of Monterey, Resource Management Agency, under Request for Proposals (RFP) No. 10498, in an amount not to exceed \$300,000, with the signing of the Agreement through and including October 31, 2018, with the option to extend the Agreement for two (2) additional one- (1) year period(s);
- d. Approved Agreement with Meca Consulting, Inc., dba Millennium Consulting Associates (Millennium Consulting Associates) (Agreement No.: A-13102), to provide on-call environmental hygienist consulting services for the County of Monterey, Resource Management Agency, under Request for Proposals (RFP) No. 10498, in an amount not to exceed \$300,000, with the signing of the Agreement through and including October 31, 2018, with the option to extend the Agreement for two (2) additional one- (1) year period(s); and
- e. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Agreements and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED on this 12th day of April 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on April 12, 2016.

Dated: April 15, 2016
File ID: A 16-067

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
S TECH CONSULTING, LLC**

THIS AMENDMENT NO. 2 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, Request for Proposals (RFP) #10498 (hereinafter, "services") through and including October 31, 2018, with an option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on September 27, 2018 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year to October 31, 2019 with no increase in the not to exceed amount; 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 further amend the Agreement to extend the term for one (1) additional year to October 31, 2020 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. 2.

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, 2020.

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 services/project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

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 or by emailing to: RMA-Finance-AP-GP@co.monterey.ca.us.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: Debra Wick
Contracts/Purchasing Officer

S Tech Consulting, LLC
Contractor's Business Name

Date: 10/28/19

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Leslie J. Girard, Acting County Counsel-Risk Manager

Its: Sean Tilleman, Manager
(Print Name and Title)

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 10-17-19

Date: 10-23-19

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

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

Its: Sean Tilleman, Manager
(Print Name and Title)

Date: 10-24-19

Date: 10-17-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, Acting 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) managers. 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)

02/06/2019

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. 1345 Center Court Drive Covina, CA 91724	CONTACT NAME: Brandon Pedevilliano	
	PHONE (A/C No. Ext): (626) 967-9581 FAX (A/C No.): (626) 967-1664 E-MAIL ADDRESS: certificates@ptlinsurance.com	
INSURED STech Consulting LLC 4848 Washington St. Suite #401 Monterey, CA 93940 (949) 289-3563	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Ins.	10172
	INSURER B: California Automobile Insurance	38342
	INSURER C: State Comp Insurance Fund	35076
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 4378 **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	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-SUBJECT <input type="checkbox"/> LOC OTHER:	Y		G24338009 006	11/16/2018	11/16/2020	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 - COMPROP AGG \$ 2,000,000
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	Y	Y	BA040000039357	02/28/2019	02/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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/A	9148744-18	12/31/2018	12/31/2019	<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
A	Professional Liability			G24338009 006	11/16/2018	11/16/2020	Aggregate/Occurr \$ 2,000,000
A	Pollution Liability			G24338009 006	11/16/2018	11/16/2020	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. KNV-3101 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 **CANCELLATION**

County of Monterey Contracts/Purchasing Department 168 West Alisal Street 3rd Floor 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
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured STECH Consulting, LLC			Endorsement Number
Policy Symbol ECP	Policy Number G24338009 008	Policy Period 11/16/2018 to 11/16/2020	Effective Date of Endorsement 11/16/2018
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 006	Policy Period 11/16/2018 to 11/16/2020	Effective Date of Endorsement 11/16/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Invert 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:

<p><u>Name of Person or Organization:</u></p> <p style="text-align: center;">The County of Monterey, Its Officers, Agents, and Employees</p>
--

(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:	02/28/2019

SCHEDULE

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

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.

POLICY NUMBER: BA040000039357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

MCA04440913