

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PROFESSIONAL SERVICE INDUSTRIES, INC.**

**THIS AMENDMENT NO. 1** to Agreement No. A-13100, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Professional Service Industries, Inc. (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-13100 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\*2157, 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 2<sup>nd</sup> 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 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Telephone: (831) 755-8966  
Fax: (831) 755-4958  
Email: mariscaldm@co.monterey.ca.us

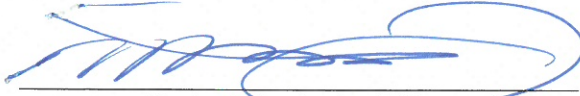
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment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

  
\_\_\_\_\_  
Contracts/Purchasing Officer


Professional Service Industries, Inc.

\_\_\_\_\_  
Contractor's Business Name

Date:

\_\_\_\_\_  
11-2-18

By:

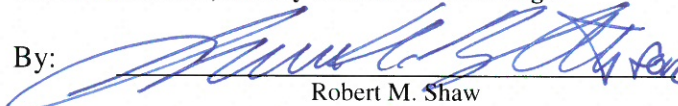
  
\_\_\_\_\_  
(Signature of Chair, President or Vice President)

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

Its:

Robert White - Director  
\_\_\_\_\_  
(Print Name and Title)

By:

  
\_\_\_\_\_  
Robert M. Shaw  
Deputy County Counsel

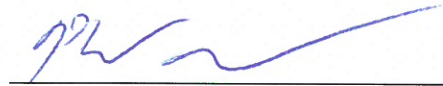
Date:

\_\_\_\_\_  
10-16-18

Date:

\_\_\_\_\_  
October 30, 2018

By:

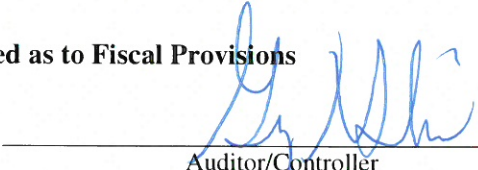
  
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its:

PHILLIP DANIELS, ASST. SEC  
\_\_\_\_\_  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By:

  
\_\_\_\_\_  
Auditor/Controller

Date:

\_\_\_\_\_  
10-17-18

Date:

\_\_\_\_\_  
10/30/18

**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)  
09/26/2018

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 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).

<b>PRODUCER</b> Marsh USA Inc. 500 Dallas Street, Suite 1500 Houston, TX 77002 Attn: Houston.Certs@Marsh.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
CN102792561-(4)-Prof-18-19  <b>INSURED</b> Professional Service Industries, Inc. 4703 Tidewater Avenue, Suite B Oakland, CA 94601	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Greenwich Insurance Company	22322
	INSURER C : N/A	N/A
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E : Navigators Insurance Company	42307
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-002961816-22                      **REVISION NUMBER:** 37

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO541569305	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <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			RAD943781302	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD300119302 (AOS) RWR300119402 (WI)	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<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
E	Excess Liability			CH18EXR854752IV Excess of Auto and Employers Liab.	10/01/2018	10/01/2019	Each Occurrence 4,000,000 General Aggregate 4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: ALL OPERATIONS AS PERTAINS TO NAMED INSURED.  
 THE COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WORKERS' COMPENSATION AND PROFESSIONAL LIABILITY POLICIES) AS REQUIRED BY WRITTEN CONTRACT. THE ABOVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES ARE PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  COUNTY OF MONTEREY CONTRACTS/PURCHASING DEPARTMENT 168 WEST ALISAL STREET, 3RD FLOOR SALINAS, CA 93901	<b>CANCELLATION</b>  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 of Marsh USA Inc.  John Shahidi
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED Professional Service Industries, Inc. 4703 Tidewater Avenue, Suite B Oakland, CA 94601	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability:  
 Policy #: EOC020692003

Carrier: Steadfast Insurance Company - NAIC #26387  
 Effective Dates: 09/30/2018 to 09/30/2019  
 Limit: \$5,000,000 Each Claim/Aggregate  
 SIR: \$1,000,000



Policy Number  
GLO 5415693-05

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured TESTING HOLDINGS USA, INC.

Effective Date: 10-01-18  
12:01 A.M., Standard Time

Agent Name MARSH USA INC.

Agent No. 14012-000

NAMED INSURED

TESTING HOLDINGS USA, INC.  
CANTOX US INC.  
CENTER FOR THE EVALUATION OF CLEAN ENERGY TECHNOLOGY, INC.  
ENTELE-TAIWAN, INC  
H.P. WHITE LABORATORY INC.  
INSPECTION SERVICES (US), LLC  
INTERTEK CONSULTING & TRAINING (USA), INC.  
INTERTEK TESTING SERVICES NA, INC.  
INTERTEK USA FINANCE LLC  
INTERTEK USA INC  
LABTEST INTERNATIONAL INC.  
MOODY INTERNATIONAL HOLDINGS LLC  
INTERTEK SURVEYING SERVICES (USA) LLC  
INTERTEK RESOURCE SOLUTION INC  
INTERTEK ASSET INTEGRITY MANAGEMENT INC  
INTERTEK TECHNICAL SERVICES INC  
ALTA ANALYTICAL LABORATORY INC  
ARCHITECTURAL TESTING HOLDINGS INC  
AMERICAN ANALYTICAL CHEMISTRY LABS, INC  
INTERTEK SERVICES HOLDINGS LTD  
INTERTEK EAGLE LLC  
ENTELE, INC  
INTERTEK INTERNATIONAL, INC  
MACE LAND COMPANY, INC  
WHITE LAND COMPANY INC  
APPRELAY LLC  
PRODUCT QUALITY PARTNERS INC  
INTERTEK CARGO INSPECTION SERVICES INC  
INTERNATIONAL TESTING SERVICES LLC  
ARCHITECTURAL TESTING INC  
LOUISIANA GRAIN SERVICES INC  
NSTL INC  
INTERTEK TESTING SERVICES ENVIROMENTAL LABORATORIES, INC  
INTERTEK TESTING SERCICES HOLDINGS LTD  
TESTING MANAGEMENT, INC  
MATERIALS TESTING LAB, INC.  
MT OPERATING OF NY, LLC  
MT OPERATING OF NJ, LLC  
MT GROUP, LLC  
PROFESSIONAL SERVICE INDUSTRIES, INC (PSI)  
HI-TECH TECHNICAL SERVICES, INC  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA C/O WILLIS INSURANCE  
SERVICES OF CALIFORNIA, INC.  
UCB BERKELEY WAY TOLMAN HALL, ATI QUOTE 196052RO

# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5415693-05	10/01/2018	10/01/2019	10/01/2018	14012000	n/a	n/a

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Testing Holdings USA, Inc

**Address (including ZIP Code):**

200 Westlake Park Blvd., Suite 400

Houston, TX 77079

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**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:** TESTING HOLDINGS USA, INC.

**Endorsement Effective Date:** October 1, 2018

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

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.