

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
ACCENT CLEAN AND SWEEP, INC.**

**THIS AMENDMENT NO. 1** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accent Clean and Sweep, 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 a Standard Agreement with County on September 8, 2015 (hereinafter, "Agreement") to provide operated street sweeping services (hereinafter, "Services"); and

**WHEREAS**, County has a continued need for Services associated with general street sweeping, as directed by the County, and to meet the National Pollution Discharge Elimination System (NPDES) Phase II Roads/Streets Classification services for the term of the Agreement; and

**WHEREAS**, additional funding is necessary; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the amount by \$314,088 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 second sentence of Paragraph 2.01 under Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$414,088.

2. Amend the first sentence of Paragraph B.1 under Section B, "Payment Provisions" of Exhibit A, Scope of Services/Payment Provisions to the Agreement, to read as follows:

County shall pay an amount not to exceed \$414,088 for street sweeping services for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

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

5. 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: *Rebecca Wick*  
Contracts/Purchasing Officer

Accent Clean and Sweep, Inc.  
Contractor's Business Name

Date: 3/2/2016

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

Its: Michael Haughey, President  
(Print Name and Title)

Date: 10/15/15

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

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

By: *[Signature]*  
Deputy County Counsel

Its: Ofelia Chien, Asst Secretary  
(Print Name and Title)

Date: 10-21-15

Date: 10/15/15

**Approved as to Fiscal Provisions**

By: *[Signature]*  
Auditor/Controller

Date: 10-22-15

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2015

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).

<b>PRODUCER</b> Pacific Legacy Insurance Services PO Box 222139 Carmel CA 93922		<b>CONTACT NAME:</b> Vicki Ficken <b>PHONE (A/C No. Ext):</b> (831) 626-4561 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C No.):</b> (831) 626-4562	
<b>INSURED</b> Accent Clean & Sweep, Inc 1172 South Main Street #167 Salinas CA 93901		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mesa Underwriters Specialty Ins Co INSURER B: Century-National Insurance Company INSURER C: State Comp. Ins. Fund INSURER D: - INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL1551500414

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	MP0004009001303	5/15/2015	5/15/2016	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 - 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		BAP0177903	3/14/2015	3/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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	3/14/2015	3/14/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This information regards the GL Policy only: The County of Monterey, its agents, officers and employees are Additional Insureds with respect to liability arising out of the Contractor's work per blanket additional insured form CG 20 10 04 13, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance, by Primary and Non-Contributory endorsement form IL 12 01 11 85.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey Its Agents  
 Officers and Employees  
 Contract/Purchasing Department  
 168 West Alisal St 3rd Fl  
 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

Vicki Ficken/LL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT - COPIES OF EACH CERTIFICATE ISSUED IS ON FILE WITH THE INSURANCE COMPANY AND/OR THEIR LEGAL REPRESENTATIVE.	AS PER CONTRACT AGREEMENT WITH INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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", "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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

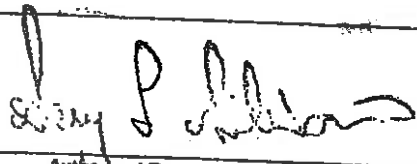
Policy Change  
Number \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 1201 11 85

**POLICY CHANGES**

POLICY NO.  MP0004009001303	POLICY CHANGES EFFECTIVE  05/15/2015	COMPANY
NAMED INSURED  ACCENT CLEAN & SWEEP INC.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
<p style="text-align: center;"><b>CHANGES</b></p> <p>IT IS FURTHER AGREED THAT THIS INSURANCE SHALL BE PRIMARY AND NON CONTRIBUTORY BUT ONLY IN THE EVENT OF THE NAMED INSURED'S SOLE NEGLIGENCE.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>		



Authorized Representative Signature

IL 1201 11 85

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INSURED

Page 1 of 1



**CENTURY-NATIONAL** INSURANCE COMPANY

P.O. Box 3999 • North Hollywood, CA 91609-0599  
For Service Call Your Broker. For Claims Call: 800-733-1980

COASTAL BROKERS INS SVCS INC  
6602 OWENS DR STE 300  
PLEASANTON CA 94588-3300

ACCENT CLEAN & SWEEP INC  
MIKE HAUGHEY DBA:  
1172 S MAIN ST STE 167  
SALINAS CA 93901

(825) 277-1090

Name of Insured: ACCENT CLEAN & SWEEP INC		Endorsement Effective Date and Time: 03/14/2015 at 12:01 AM	
Policy Number: BAP0177903	Policy Term Covers from: 12:01 AM on 03/14/2015 to 03/14/2016 at 12:01AM		Endorsement Number: 000
Name of Agency: COASTAL BROKERS INS SVCS INC 124800			

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

**Additional Insured Endorsement**

IT IS AGREED THAT INSURANCE AFFORDED BY THE ABOVE POLICY SHALL APPLY TO THE PARTY(S) NAMED BELOW, AS THEIR INTEREST MAY APPEAR BUT SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. ANY ADDITIONAL INSURED LANGUAGE ON A CERTIFICATE OF INSURANCE IS VOID.

The additional insured named below is only an insured for liability which is the result of an act or omission of the "NAMED INSURED" of the policy and shall have no coverage under this endorsement or the policy for its own acts or omissions, those of its agents or employees, or those of any other person or entity for which it is vicariously liable, save for acts of omissions of the "NAMED INSURED" of the policy. Further, any insurance provided by this endorsement shall be excess to all other insurance available to any person or entity who becomes an insured by reason of this endorsement whether the other insurance is primary or excess and whether or not the other insurance is collectible. In the event the other insurer has a duty to defend any person or entity added to our policy by reason of this endorsement, we will have no duty to defend that person or entity however, we may elect to do so, and, if we do, we will be entitled to the rights of any person or entity we do defend against the other insurer.

**ADDITIONAL INSURED**

The insurance is Primary and Non-Contributory with respect to any insurance carried by the Additional Insured

COUNTY OF MONTEREY ITS AGENTS  
OFFICERS AND EMPLOYEES  
CONTRACT/PURCHASING DEPARTMENT  
168 WEST ALISAL ST 3RD FL  
SALINAS CA 93901

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

Date Printed: 03/19/2015  
SHANNA HALL  
CN 613 (07/11)